

"An Act making a supplemental appropriation to the Department of Administration for salary increases for state employees covered by collective bargaining agreements; and providing for an effective date."

COMMITTEE REPORT

1/19/76

HOUSE

Mr. Speaker:

Date January 28, 1976

The Committee on FINANCE has had HB 628

under consideration. A Majority of the members of the Committee

() recommends it DO PASS

() recommends it DO NOT PASS

() recommends it DO PASS WITH ATTACHED AMENDMENT(S)

recommends it BE REPLACED WITH CS FOR HB 628 AND THAT

CS FOR HB 628 DO PASS

() "and" recommends it BE REFERRED TO THE _____

COMMITTEE

() reports it back WITHOUT RECOMMENDATION

() "other"

Members signing the Majority report:

<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>

Members NOT concurring in the Majority report:

_____ recommends:

_____ recommends:

_____ recommends:

_____ recommends:

_____ recommends:

[Signature] Chairman

HOUSE JOURNAL

CSHB 628

House Bill 628 provides for cost-of-living adjustments and salary increases for employees in all collective bargaining units. Most of the cost-of-living adjustments are included in collective bargaining agreements approved by the first session of this legislature and are necessitated by CPI increases not fully anticipated by the Department of Administration. An Analysis of each section of the bill follows:

Section 1. The provisions under which the cost-of-living adjustments are made for the Confidential Unit are contained in contracts signed on July 14, 1975 and January 9, 1976.

The appropriation of \$481,700 is comprised of the following:

19.82% retroactive for the period ending 2/15/75	\$ 27,800
9% retroactive for earnings 2/16 through 6/30/75	56,700
CPI increase 7.6% = 3% adjustment	<u>13,700</u>
FY 75 INCREASE TO BE PAID FY 76 Benefits of 21%	98,200 <u>20,600</u>
APPLICABLE TO FY 75	<u>\$118,800</u>
Carrying the above 9% + 3% adjustment to FY 76	<u>\$249,500</u>
7.52% adjustment 1/1/76-2/15/76	17,700
CPI increases 6% between July '75 and January '76, bringing about a 3% adjustment	76,000
Benefits at 2%	<u>19,700</u>
	<u>\$113,400</u>
TOTAL CONFIDENTIAL UNIT APPROPRIATION -----	<u>\$481,700</u>

Section 2. The General Government contract was signed on April 14, 1975. It was funded last session under the assumption that the CPI would rise by 9% in 1975. However, during the first nine months of '75 it has risen by +10%. It is estimated that the CPI will increase by 14% over the year. The contract requires that salaries be adjusted on February 16, 1976 equal to each full percentage point that the increase in the CPI exceeds 9%. Therefore, an appropriation of \$4,856,600 is required.

HOUSE JOURNAL

Section 3. The Supervisory Unit Contract was signed on December 13, 1974. The contract was funded on the basis of a CPI increase of 4.49% for January - June of '75 and a 4.49% CPI increase for July through December of '75. The actual CPI increase for January-June was 7.62%, which requires a 5% adjustment in salaries on 8/16/75. The revised estimate for July through December shows a 14% rise for the entire year which would require a 3% adjustment on February 16, 1976. Only a 1% cost-of-living adjustment was funded for 8/16/75 and 2/16/76. Therefore, additional funding in the amount of \$1,001,500, including interest, is required.

Section 4. The Tri-Trades contract was signed on September 4, 1975. The appropriation of \$5,351,700 is comprised of the following:

An increase in base pay of approximately 14% effective 7/1/75	\$4,674,800
Increase in subsistence allowance from \$1.87 to 2.15 a day per step	258,200
Retroactive pay of \$.75/hour for each hour worked 1/1/75-6/30/75	1,370,600
Additional subsistence step of 2.15/day for positions in the pipeline corridor (Fbx. & Valdez)	<u>304,800</u>
Total Cost of Tri-Trades Contract	\$6,608,400
Less amount paid by construction funds	<u>1,256,700</u>
APPROPRIATION REQUIRED	<u>\$5,351,700</u>

Section 5. The Marine Highway contract was signed in October of 1974. The appropriation of \$2,226,163, including interest, is comprised of the following:

(Southeast)		
Cost-of-living 1/1/75 .44 hr.	\$	472,472
Cost-of-living 7/1/75 .55 hr.		590,589
Wage Increase 7/1/75 .80 hr.		729,747
Benefits 21%		<u>515,492</u>
		\$2,308,300
Less Adjusted Benefits		<u>400,700</u>
TOTAL SOUTHEAST		<u>\$1,907,600</u>
(Southwest)		
Cost-of-living 1/1/75 .36		66,330
Cost-of-living 7/1/75 .44		81,100
Wage Increase 7/1/75 .80		108,282

HOUSE JOURNAL

Benefits at 21%	<u>170,688</u>
	426,400
Less Adjusted Benefits	<u>113,200</u>
TOTAL SOUTHWEST	<u>\$ 313,200</u>
TOTAL MARINE HIGHWAY	<u>\$2,220,800</u>
Interest	<u>5,363</u>
APPROPRIATION REQUIRED	<u><u>\$2,226,163</u></u>

The interest calculations in the Supervisory and Marine Highways supplemental are based on six per cent simple interest per year. Interest is calculated only on those items contained in contracts ratified prior to adjournment of the 1975 legislature and due before the 1976 legislature convened.

Hugh Malone, Chairman
House Finance Committee

15/

Original Sponsor: Rules Committee
by request of the Governor

Offered: 1/28/76
Referred: Rules

1 IN THE HOUSE

BY THE FINANCE COMMITTEE

2 CS FOR HOUSE BILL NO. 628

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act making a supplemental appropriation to the
7 Department of Administration for cost-of-living adjust-
8 ments and salary increases for state employees covered
9 by collective bargaining agreements; and providing for
10 an effective date."

11 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

12 * Section 1. The sum of \$481,700 is appropriated from the general fund
13 to the Department of Administration for the fiscal year ending June 30, 1976,
14 to pay for \$103,900 in cost-of-living adjustments and \$377,800 in salary in-
15 creases due state employees in the confidential bargaining unit for fiscal
16 years 1975 and 1976 resulting from a supplemental agreement signed July 14,
17 1975 and an agreement signed January 9, 1976 by the State of Alaska and the
18 Confidential Employees' Association.

19 * Sec. 2. The sum of \$4,856,600 is appropriated to the Department of
20 Administration to be apportioned among the following listed funds for the
21 fiscal year ending June 30, 1976, to pay cost-of-living adjustments due state
22 employees in the general government bargaining unit for fiscal year 1976 re-
23 sulting from an agreement signed April 14, 1975 by the State of Alaska and
24 the Alaska Public Employees' Association:

25	General Fund	\$4,149,500
26	International Airport Revenue Fund	145,700
27	Highway Working Capital Fund	17,000
28	Teachers' Retirement Fund	9,700
29	Public Employees' Retirement Fund	9,700

1	Agricultural Revolving Loan Fund	3,400
2	Veteran's Revolving Loan Fund	23,800
3	FICA Fund Reserve Account	1,500
4	Surplus Property Revolving Fund Reserve Acct.	4,900
5	Second Injury Fund Reserve Account	1,900
6	Sick & Disabled Fishermen's Fund Reserve Acct.	1,900
7	Donated Commodities Handling Fee Reserve Acct.	1,900
8	Federal Program Receipts	485,700

9 * Sec. 3. The sum of \$1,001,500 is appropriated to the Department of
 10 Administration to be apportioned among the following listed funds for the
 11 fiscal year ending June 30, 1976, to pay cost-of-living adjustments plus
 12 interest due state employees in the supervisory unit for fiscal year 1976 re-
 13 sulting from an agreement signed December 13, 1974 by the State of Alaska and
 14 the Alaska Public Employees' Association:

15	General Fund	\$897,800
16	International Airport Revenue Fund	13,000
17	Highway Working Capital Fund	20,900
18	Federal Program Receipts	69,800

19 * Sec. 4. The sum of \$5,351,700 is appropriated to the Department of
 20 Administration to be apportioned among the following listed funds for the
 21 fiscal year ending June 30, 1976 to pay for salary increases due state em-
 22 ployees in the labor, trades and crafts unit for fiscal years 1975 and 1976
 23 resulting from an agreement signed September 4, 1975, by the State of Alaska
 24 and the Tri Trades Public Service Council:

25	General Fund	\$3,697,000
26	International Airport Revenue Fund	530,200
27	Fish and Game Fund	9,700
28	Highway Working Capital Fund	885,300
29	Federal Program Receipts	229,500

1 * Sec. 5. The sum of \$2,226,163 is appropriated from the general fund to
2 the Department of Administration for the fiscal year ending June 30, 1976, to
3 pay for \$1,215,868 in cost-of-living adjustments plus interest and \$1,010,295
4 in salary increases due employees of marine unions for fiscal years 1976 re-
5 sulting from contracts negotiated by the State of Alaska and the Masters,
6 Mates and Pilots, Inland Boatmen's Union and Marine Engineers' Beneficial
7 Association.

8 * Sec. 6. Notwithstanding the provisions of AS 37.07.080(e) pertaining to
9 appropriation transfers, the division of budget and management is authorized
10 to transfer the appropriated amounts shown in secs. 1 - 5 of this Act between
11 program categories or agencies as required for salary increase purposes.

12 * Sec. 7. This Act takes effect immediately in accordance with AS 01.10.-
13 070(c).

Introduced: 1/19/76
Referred: Finance

1 IN THE HOUSE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 HOUSE BILL NO. 628

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act making a supplemental appropriation to the
7 Department of Administration for salary increases
8 for state employees covered by collective bargain-
9 ing agreements; and providing for an effective date."

10 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

11 * Section 1. The sum of \$481,700 is appropriated from the general fund
12 to the Department of Administration for the fiscal year ending June 30,
13 1976, to pay for salary increases due state employees in the confidential
14 bargaining unit for fiscal years 1975 and 1976 resulting from a supplemental
15 agreement signed July 14, 1975 and an agreement signed January 9, 1976 by
16 the State of Alaska and the Confidential Employees' Association.

17 * Sec. 2. The sum of \$4,856,600 is appropriated to the Department of
18 Administration to be apportioned among the following listed funds for the
19 fiscal year ending June 30, 1976, to pay salary increases due state employees
20 in the general government bargaining unit for fiscal year 1976 resulting
21 from an agreement signed April 14, 1975 by the State of Alaska and the
22 Alaska Public Employees' Association:

23	General Fund	\$4,149,500
24	International Airport Revenue Fund	145,700
25	Highway Working Capital Fund	17,000
26	Teachers' Retirement Fund	9,700
27	Public Employees' Retirement Fund	9,700
28	Agricultural Revolving Loan Fund	3,400
29	Veteran's Revolving Loan Fund	23,800

1	FICA Fund Reserve Account	1,500
2	Surplus Property Revolving Fund Reserve Acct.	4,900
3	Second Injury Fund Reserve Account	1,900
4	Sick & Disabled Fishermen's Fund Reserve Acct.	1,900
5	Donated Commodities Handling Fee Reserve Acct.	1,900
6	Federal Program Receipts	485,700

7 * Sec. 3. The sum of \$996,800 is appropriated to the Department of
 8 Administration to be apportioned among the following listed funds for the
 9 fiscal year ending June 30, 1976, to pay salary increases due state employees
 10 in the supervisory unit for fiscal year 1976 resulting from an agreement
 11 signed December 13, 1974 by the State of Alaska and the Alaska Public
 12 Employees' Association:

13	General Fund	\$ 893,100
14	International Airport Revenue Fund	13,000
15	Highway Working Capital Fund	20,900
16	Federal Program Receipts	69,800

17 * Sec. 4. The sum of \$5,351,700 is appropriated to the Department of
 18 Administration to be apportioned among the following listed funds for the
 19 fiscal year ending June 30, 1976 to pay for salary increases due state
 20 employees in the labor, trades and crafts unit for fiscal years 1975 and
 21 1976 resulting from an agreement signed September 4, 1975, by the State of
 22 Alaska and the Tri Trades Public Service Council:

23	General Fund	\$3,697,000
24	International Airport Revenue Fund	530,200
25	Fish and Game Fund	9,700
26	Highway Working Capital Fund	885,300
27	Federal Program Receipts	229,500

28 * Sec. 5. The sum of \$2,220,800 is appropriated from the general fund
 29 to the Department of Administration for the fiscal year ending June 30,

1 1976, to pay for salary increases due employees of marine unions for fiscal
2 years 1976 resulting from contracts negotiated by the State of Alaska and
3 the Masters, Mates and Pilots, Inland Boatmen's Union and Marine Engineers'
4 Beneficial Association.

5 * Sec. 6. Notwithstanding the provisions of AS 37.07.080(e) pertaining
6 to appropriation transfers, the division of budget and management is
7 authorized to transfer the appropriated amounts shown in secs. 1--5 of this
8 Act between program categories or agencies as required for salary increase
9 purposes.

10 * Sec. 7. This Act takes effect immediately in accordance with AS
11 01.10.070(c).

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JAN 19 1976

HB 28

The Honorable Mike Bradner
Speaker of the House
Alaska State Legislature
Juneau, Alaska 99811

Dear Mr. Speaker:

In accordance with AS 24.30.060(b) and the Uniform Rules of the Alaska State Legislature, I am transmitting a bill making a supplemental appropriation to the Department of Administration to cover salary increases for State employees covered by collective bargaining agreements.

Sincerely,

Jay S. Hammond
Governor

TRI-TRADES CONTRACT - SUPPLEMENTAL

The 1975 contract with the Alaska Tri-Trades Public Service Council for the employees in the "Tri-Trades Bargaining Unit" is estimated to cost \$6,698,400 for Fiscal 1976. An additional appropriation of \$5,351,700 is requested via this supplemental. The difference between the total cost and the amount requested by this supplemental, \$1,256,700, is related to positions paid by the construction funds.

The major cost items contained in the contract are:

1. An increase in base pay, Section XIII(b) which appropriates 14%.
2. An increase in the subsistence allowance from \$1.87 per day per step to \$2.15 per day per step, Section XIII(d).
3. A retroactive payment of \$0.75 per hour for each hour worked January 1, 1975 - June 30, 1975.
4. An additional subsistence step of \$2.15 per day for positions in the pipeline corridor.

15% increase

2.15
365

The calculation of the increased costs related to base pay changes was made by applying a 14.04653% increase in pay to a yearly salary amount of \$24,358,273 now being paid to Tri-Trades employees. This calculation yielded a cost of \$3,421,493 which increases to \$4,140,006 when the 21% benefit factor is included. The effect of the base pay changes on overtime was calculated in the same manner. The increased costs related to the change in the subsistence rate from \$1.27 to \$2.15 (approximately 15%) was calculated by totalling all subsistence contained in the operating budget and computing the effect of a 15% increase.

\$950/employee
Fair +
Valley
employees

The increased costs for the additional subsistence step for positions contained in the pipeline corridor was calculated by counting the number of positions in Valdez and Fairbanks (321) and multiplying this number by \$949.55 (the yearly cost including benefits of the increase).

For each of the above cost items a calculation was made to determine the sources of funding required for the additional costs.

TRI-TRADES CONTRACT
Major Items

State General Fund	\$ 3,697,000
International Airport Revenue Fund	530,200
Highway Working Capital Fund	885,300
Federal Funds	229,500
Fish and Game Fund	9,700
	<hr/>
Operating Budget Cost	\$ 5,351,700
	<hr/>
Estimated Capital Improvement Costs	1,256,700
	<hr/>
Total Estimated Costs	\$ 6,608,400

→ B.C. maintenance / snow removal cost

The above funding is based upon the following cost estimates for each major factor:

Article XIII b (base pay)	\$ 4,140,000
XIII b (overtime/shift)	534,800
XIII d (1) (Retroactive 1/1 - 6/30/75)	1,370,600
XIII d (3)	no estimate
XIII d (5) 1.87 to 2.15	258,200
XIII d (5) Pipeline Corridor	304,800
	<hr/>
	6,608,400

*No. of employees
1645/mo. \$1,070.0
14.05 increase in pay
c*

TR1-TR451 S
 Additional Step-Subsistence
 Pipeline Corridor

	<u># of Employees*</u>	
State General Fund	131	124,400
International Airport Revenue Fund	22	20,900
Highway Working Capital Fund	63	59,800
Capital Improvement Programs	89	84,500
Federal Fund	15	14,200
Fish and Game Funds	1	1,000
	<u>321</u>	<u>304,800 X</u>

\$2.15 per day X 365 = \$784.75 per employee
 164.80 Benefit @ 21%
 per employee 949.55 with Benefits

* Fairbanks and Valdez only - does not consider other locations.

Regular Subsistence Increase
 Approximates 15%

	<u>Budgeted Amount (includes Benefits)</u>		<u>% Increase</u>	
State General Fund	825,400	x	.15	\$123,800
International Airport Revenue Fund	58,200	x	.15	8,700
Highway Working Capital Fund	328,400	x	.15	49,260
Federal Funds	39,800	x	.15	6,000
Fish and Game Fund	3,300	x	.15	500
				<u>\$188,200</u>
Estimated CIP Cost				70,000
				<u>\$258,200 X</u>

TRI-TRADES
\$0.75 Retroactive Pay

1,549 Employees x 162.5 hours per month x 6 (1/1/75 - 6/30/75) x \$.75 = \$1,132,700
x 1.21
Approximates 1,370,600

Funded as follows:

State General Fund	56.7%	\$ 777,800
International Airport Revenue Fund	7.4%	102,700
Highway Working Capital Fund	13.2%	182,200
Capital Improvement Programs	18.5%	254,200
Federal Funds	3.7%	51,700
Fish and Game Funds	.15%	2,000
		\$ 1,370,600

TRI-TRADES
(FY 76 Salary Base Increase)

Total base pay - new - 1,549 @ 17,934 = \$27,779,766

New monthly average 17,934.60 = 114.94653%

Old monthly average 15,725.15

Old Base = 24,358,273

Total Cost Increase	Base Pay		\$ 3,421,493
	Benefits 21%		718,513
			\$ 4,140,006

Funded as Follows:

	<u>Percentage*</u>	
State General Fund	56.75%	\$ 2,349,400
International Airport Revenue Fund	7.49%	310,100
Highway Working Capital Fund	13.29%	550,200
Capital Improvement Programs	18.55%	768,000
Federal Funds	3.77%	156,100
Fish and Game Fund	.15%	6,200
TOTAL		\$ 4,140,000

* Based upon salaries paid by each source compared to total

Overtime/Shift/Higher Class Pay
Budget Amount

	Include	%	
	<u>Benefits</u>	<u>Increase</u>	
State General Fund	2,289,300 x	.14653	\$ 321,600
International Airport Revenue Fund	620,000 x	"	87,200
Highway Working Capital Fund	316,500 x	"	44,500
Federal Funds	10,800 x	"	1,500
Fish and Game Fund	—	—	—
			\$ 454,800
Estimated CIP			80,000
			\$ 534,800 ✓

CONFIDENTIAL EMPLOYEES

Amount required to bring Confidential Employees equal to February 16, 1976 salaries of Supervisors, per agreement

FY 76

7.52% required adjustment

Effective January 1, 1976 through February 15, 1976

$$[1.075 \times 157,235] - 157,235 \times 1.5 = \underline{\$17,736}$$

Cost of Living

CPI increase 6% between July 1975 and January 1976 = 3% adjustment

$$[1.0752 \times 1.03 \times 157,235] - 157,235 \times 4.5 = \underline{\$76,031}$$

Benefits at 21%

$$[17,736 + 76,031] \times .21 = \underline{\$19,691}$$

Total \$113,458

\$1,242 less than originally calculated because I used Ron's \$140,050 as the base.

Yearly Base Salary
Monthly Base Salary

\$1,680,000
\$ 140,050

123 Positions

Article 14 II

19.82% Retro for earnings period ending 2/15/75
\$140,050 x .1982 \$ 27,758

9.00% Retro for earnings 2/16/75 through 6/30/75
\$140,050 x .09 x 4.5 \$ 56,720

Article 14 III Cost-of-Living

CPI increased 7.6% = 3% adjustment
(\$140,050) (1.09) x .03 x 3 \$ 13,739

FY 75 increases to be paid FY 76 \$ 98,217
Benefits 21% 20,626
Applicable to FY 75 \$118,843

[\$140,050 x [1.09 x 1.03] - \$140,050] x 12 \$206,209
Benefits at 21% 43,304
Applicable to FY 76 \$249,513

Estimated cost-of-living Article 14 Sec. III
10/1/75 to 6/30/76 Each 1% = \$ 20,621

*- FY 75
Amounts have been
paid in FY 75*

118.8

249.5

SUPERVISORS

Additional Appropriation to fund
Cost of Living Adjustments.

Additional funding is required to allow payment of the 5% COLA required by the contract on 8/16/75 and to provide for an additional adjustment February 16, 1976.

The supervisors contract was funded based on the assumption that the Consumer Price Index in Anchorage would rise by 4.49% January-June 1975 and an additional 4.49% July-December 1975. This assumption provided funding for a 1% COLA adjustment for 8/16/75 and 2/16/76. The actual CPI increase for the period January-June was 7.62% which under the contract provided a 5% increase. Only 1% was funded and only 1% is being paid. Funding is required for the additional 4% for the August adjustment.

A revised estimate for the final 6 months of Calendar 1975 based upon a 14% rise for the entire year would require an adjustment of 3% on February 16, of which only 1% is funded.

Additional Funding required is as follows:

	<u>\$'s in 000's</u>
August 16 COLA to provide full funding +4%	\$813.7
February 16 COLA +2%	<u>183.1</u>
Total Required	\$996.8

SOURCES:

State General Fund	89.6%	\$893.1
Highway Working Capital Fund	2.1%	20.9
Int'l Airport Revenue Fund	1.3%	13.0
Federal Funds	7.0%	69.8

SUPERVISORS

Additional Appropriation Required to
Ratify "calendar 1975 contract."
(\$'s in 000's)

6 months actual salary costs July - December 1975		\$13,212.8
Capital Improvement salaries		<u>(3,509.2)</u>
Operating budget salaries	+	\$9,703.6 <u>6</u>
Assume average monthly salaries applicable to the entire year FY 76 includes 1% August 16	+	\$1,617.3 <u>1.01</u>
Monthly salaries adjusted for August 16 COLA	x	\$1,601.3 <u>4%</u>
Cost of Additional 4% due August 16, 1975	x	\$ 64.1 <u>10.5</u>
FY 76 Cost 10 1/2 months		\$ 672.5
Benefits at 21%		<u>141.2</u>
Additional Appropriation required for August 16, 1975 COLA		\$ 813.7
Assume CPI change for calendar 1975 in Anchorage totals 14% Supervisors to get an additional 3% adjustment February 16		
Base Salary		\$1,601.3
August 16 full 5% adjustment	x	<u>1.05</u> \$1,681.4
February 16 adjustment	x	<u>3%</u>
Monthly Cost		\$ 50.4
Months remaining		<u>4.5</u>
FY 76 salary cost of February adjustment		\$ 227.0
Less 1% currently funded		<u>75.7</u>
Unfunded salaries February adjustment		\$ 151.3
Benefits at 21%		<u>31.8</u>
Additional appropriation required for February adjustment		\$ <u>183.1</u>
Total additional appropriation required to ratify additional COLA Costs		<u><u>\$ 996.8</u></u>

1/12/76

GENERAL GOVERNMENT

Additional Appropriation to
Fund Cost of Living Adjustments

The General Government Contract was funded under the assumption that the Consumer Price Index (CPI) in Anchorage would rise by 9% during calendar 1975. During the first 3/4 of calendar 1975 it has risen by +10%. The contract with the General Government Bargaining Unit requires that an adjustment to salaries be made from July 1 forward for equal to each full percentage point that the increase in the CPI in Anchorage exceeds 9% for calendar 1975. For purposes of estimating the increased costs of such an adjustment it is assumed that the CPI will increase by 14% over the year. For each 1% that the increase is below 14% the following cost may be reduced by \$971,300.

⁷
Anchorage CPI

\$'s in 000's

Additional Funding Required

\$4,856.6

FUNDING SOURCES:

	<u>Percent</u>	
State General Fund	85.44%	4,149.5
Int'l. Airport Revenue Fund	3.00	145.7
Highway Working Capital	.35	17.0
Teacher's Retirement Fund	.20	9.7
Public Employees Retirement Fund	.20	9.7
Agricultural Revolving Loan	.07	3.4
Veteran's Revolving Loan Fund	.49	23.8
FICA Fund Reserve Account	.03	1.5
Surplus Property Revolving Fund Reserve Account	.10	4.9
Second Injury Fund Reserve Account	.04	1.9
Sick and Disabled Fishermens Fund Reserve Acct.	.04	1.9
Donated Commodities Handling Fee Reserve Acct.	.04	1.9
Federal Program Receipts	10.00	485.7

GENERAL GOVERNMENT

Additional Appropriation to Fund
Cost of Living Adjustments
(\$'s in 000's)

6 months actual salary costs July - December 1975	\$42,805.5
Capital Improvement salaries	<u>(3,954.8)</u>
Operating Salaries	\$38,850.7
	+ <u>6</u>
Assume average monthly salaries applicable to FY 76 - before 1/1/76 addition of 9% assume 10% temporary salaries	\$6,475.1
Assume CPI change for calendar 1975 of +14% for Anchorage equates to an additional 5% for FY 76 for General Government	
Monthly salary cost July - December	\$6,475.1
Adjustment	<u>5%</u> \$ 323.8
Period July - December 31, 1975	<u>6</u>
Cost of adjustment	\$ 1,942.5
Monthly salary cost	\$ 6,475.1
Funded advance for calendar 1976	x <u>1.09%</u>
Salary cost after adjustment	\$ 7,057.9
	x <u>5%</u>
	\$ 352.9
Period January - June 30, 1976	x <u>6</u>
Cost of Adjustment	\$ 2,117.4
Total salary cost of adjustment	<u>\$ 4,059.9</u>
Benefits (4,059.9) (10%) (7.25%) Temporary	29.4
(4,059.9) (90%) (21%) Permanent	<u>767.3</u>
Total appropriation required if CPI is 14% for each % point difference adjust by \$971.3	<u>\$ 4,856.6</u>

1018

STATE
of ALASKA

MEMORANDUM

RECEIVED

JAN 6 1976

BUDGET & MANAGEMENT

TO: Kent Dawson
Director
Division of Budget & Management
Department of Administration

DATE : December 31, 1975

FROM: Donald Harris
Commissioner
Department of Public Works

SUBJECT: FY 76 Supplemental Request

The Division of Marine Transportation submitted to your office a supplemental request for the Fiscal Year 1976 budget in the amount of \$2,220.8. Attached is a recap of the Unions and items effecting the request.

History has shown a lapse in personal services funds each year. In an effort to correct this, adjustments were made to the formulas used to calculate the benefits for vessel employees. The estimated cost of benefits for fiscal year 1976 were thus reduced by approximately \$513.9. These funds, currently authorized, have been applied to the increased cost of personal services for fiscal year 1976, in turn reducing the supplemental request.

Attachment



Quilley 1975 481 total
397 - 48 permanent
just fine

Southeast Vessels	44¢ C.O.L. Eff. 1/1/75	55¢ C.O.L. Eff. 7/1/75	80¢ Wage Increase Eff. 7/1/75	Benefits	Total
Masters, Mates & Pilots	40,360 <i>49</i>	50,450	-0-	27,171	117,981
Marine Engineers	30,751 <i>51</i>	38,438	-0-	21,395	90,584
Inlandboatmen's Union	401,361 <i>45</i>	501,701 <i>with</i>	729,747	466,926	2,099,735
Total	472,472	590,589	729,747	515,492	2,308,300
Less Adj. Benefits					(400,700)
Supplemental Request					1,907,600

Southwest Vessels	36¢ C.O.L. Eff. 1/1/75	44¢ C.O.L. Eff. 7/1/75	80¢ Wage Increase Eff. 7/1/75	Benefits	Total
Masters, Mates & Pilots	8,813	10,771	-0-	9,951	29,535
Marine Engineers	8,813	10,771	-0-	6,691	26,275
Inlandboatmen's Union	48,730	59,558	108,288	154,026	370,602
Total	66,356	81,100	108,288	170,668	426,412
Less Adj. Benefits					(113,200)
Supplemental Request					313,212

ALASKA TRI-TRADES, PUBLIC SERVICE COUNCIL 903 W. Northern Lights
Anchorage, Alaska 99503

January 8, 1975

Robert L. Stewart, Deputy Director
Labor Relations/Personnel
Division of Personnel
Department of Administration
Pouch C
Juneau, Alaska 99811

Dear Mr. Stewart:

The negotiating team of TRI-TRADES through its Chief Spokesman, have on numerous occasions requested that you supply us with the average number of hours worked by the LTC bargaining unit, which is represented by TRI-TRADES.

You, have every time refused to supply that "relevant and necessary information" as requested.

I feel that due to your apparent lack of knowledge and or expertise in interpretation of "collective bargaining" that the following information is now supplied.

1. The Public Employment Relations Act AS. 23.40 states in part; (2) requiring employers to negotiate with and enter into written agreements with employees organization on matter of wages, hours, and other terms and conditions of employment.
2. It has been proven over the course of many years and is in fact law and is interpreted under our state public employment relations act that collective bargaining includes the above and in addition, collective bargaining is further defined to include the "duty to supply information." The employers duty to bargain includes the duty to supply upon request information that is "relevant and necessary" to allow the employee's representative to bargain intelligently and effectively with respect to wages, hours, and other conditions of employment.

As pointed out in the above 1 and 2, the words "hours" appears. It is an unfair labor practice to refuse the numerous requested information on the "average hours" worked by our members. It is interpreted by statute under Sec. 23.40.110 (5) refuse to bargain collectively in good faith with an organization which is the exclusive representative of employees in an appropriate unit, including but not limited to the discussions of grievances with the exclusive representative.

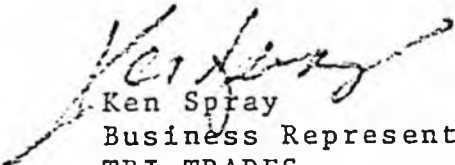
page 2 Robert Stewart January 8, 1976

The State is required by statute and case law to supply us with the requested information on the average number of hours our bargaining unit works.

If the State needs more time to obtain the information then let me offer the following; we adjourn negotiations until Monday January 12, 1976, 10:00 am in a location in Anchorage.

Please respond to this letter in written form as soon as possible.

Sincerely,


Ken Spray
Business Representative
TRI-TRADES

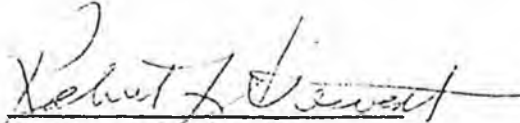
cc; bargaining teams
Guy Stringham


The Union, representing the employees of the employer, and the Employer desire to establish and maintain, through harmonious cooperation, a standard of conditions and procedures to provide for orderly collective bargaining relations.

The Employer agrees that it will not in any manner, directly or indirectly attempt to interfere between any of its employees and the Union and TRI-TRADES agrees that it will not in any manner directly or indirectly attempt to interfere with the internal managerial relations dealing with these negotiations.

Therefore the following ground rules are adopted.

1. Each team will have only one spokesman who shall be responsible for the conduct for his team.
2. No tape recorders or other devices for keeping records shall be allowed in the room.
3. The State will make available a copy machine and a typewriter for the use by the union negotiating team for the purpose of preparing proposals.
4. As many hours as needed will be devoted to negotiations, meeting time and meal breaks mutually agreed upon.
5. The State will provide a secure caucus area when meeting in State buildings.
6. State employee member of the union team will be authorized administrative leave as provided for in Article XX, Section 8.
7. No compensation shall be allowed for hours in excess of 7.5 per day or 37.5 hours in any one week.
7. Items tentatively agreed to will be initialed by the spokesman of both teams at the time of agreement. It is understood that no such tentative agreement is binding until agreement is reached on all negotiable. ^{It is} it is further agreed that tentative agreements are subject to ratification by the members of TRI-TRADES.
8. Impasse may be called by the spokesman of either team, at which time all ground rules are void.
9. No proposal or counter-proposal shall be official until it is presented to the other team in writing.
10. Nothing will restrict modifications to the above; however, all modifications will be mutually agreed to between the teams.


State of Alaska


TRI-TRADES

1-16/77

ALASLA TRI TRADES PUBLIC SERVICE COUNCIL

903 West 10. Lights
Anchorage, Alaska 99503
November 28, 1975

Mr. Patrick Hunt
Director, Division of Personnel
Pouch C
Juneau, Alaska 99811

Dear Mr. Hunt:

Enclosed is the proposed contract changes requested by the Alaska Tri Trades Public Service Council as per page 40 of the present contract entitled, Terms of Agreement, part 2.

We will await a starting date for the actual negotiations to begin, but would suggest Monday, December 8.

Sincerely yours,

Guy Stringham
Executive Secretary
Tri Trades

ARTICLE XIII

CLASSIFICATION AND WAGES

1. a. Effective date of acceptance the Employer agrees to be governed by the following schedule of wages and working conditions. In the event that work done places the employee in one or more of these classifications when so directed by the Employer, then the Employer agrees to pay such employee according to the highest rated classifications worked provided the employee works for a minimum of three hours at a higher rated wage grade at the direction of the Employer, he shall be paid at the higher wage grade for the entire shift. When an employee is requested to work in a lower wage group due to a temporary fluctuation in work he shall receive his regular rate of pay for all such lower rated work performed.

b. Beginning January 1, 1976, the following shall be the schedule of wages to be paid those employees who are on the payroll of the Employer.

	A	E
W.G. 10	\$6.88	\$7.93
W.G. 9	7.26	8.57
W.G. 8	7.66	8.99
W.G. 7	8.06	9.52
W.G. 6	8.40	10.05
W.G. 5	8.96	10.96
W.G. 4	9.56	11.43
W.G. 3	10.16	12.17
W.G. 2	10.86	12.91
W.G. 1	11.46	13.65
W.G. 1A	12.06	14.39

The Job Classifications are as follows:

Wage Group 1A

Airport Maintenance Foreman

Engineering Technician VIII

Occupational Safety Compliance Officer

- 1) Change Airport Maintenance Foreman to cover all airports applicable.
- 2) Establish a foreman and leadman description for Occupational Safety Compliance Officers. *
- 3) Place all O.S.C.O. type consultants into the compliance definition.

Wage Group 1

Highway Maintenance Foreman

Automotive Shop Foreman

Building Maintenance Foreman

Equipment Operator Foreman

Electrician Foreman

Electronic Technician Supervisor

Engineering Technician VII

- 1) Custodial Foreman (non-working) for 8-10 custodians. *
- 2) Food Service Facilities Foreman (non-working). *

Wage Group 11

Highway Maintenance Foreman

Maintenance Mechanic

Electrician

Aircraft Sheet Metal Mechanic

Engineering Technician VI

Safety Consultant

Electronic Technician

- 1) Party Chief (from W.G. III).
- 2) Traffic Control Technician (from W.G. III).
- 3) Automotive Electronics Rebuilding Specialist. *

Wage Group III

Mechanic Leadman

Equipment Operator

Heavy Duty Mechanic

Driller

Trades Leadman

Cook IV

Engineering Technician V

Materials Lab Technician III

Partsman II

Stationary Fireman III

Aircraft Mechanic

- 1) Inspector III (from W.G. IV).
- 2) Highway Engineering Technician (from W.G. IV).

Wage Group IV

Mechanic

Maintenance Man

Equipment Operator

Plumber

Driller

Painter

Carpenter

Stationary Fireman II

Instrumentman

Matls Lab Technician II

Storekeeper III

Sign Painter

- 1) Horticulturist or Gardener. *
- 2) Inspector II (from W.G. V).
- 3) Equipment Serviceman (from W.G. VII).
- 4) Laundry Supervisor (from W.G. VII).
- 5) Housekeeping Supervisor (from W.G. V).
- 6) Clothing Clerk (from W.G. IX).

Wage Group V

Maintenance Man

Equipment Operator

Driller

Engineering Technician IV

Highway Engineering Technician IV

Partsman I

- 1) Move Building Custodian VIII--Same work as Maintenance Man.
- 2) Head Chainman (from W.G. VI).

Wage Group VI

Equipment Operator

Labor Foreman I

Cook III

Electronic Technician Assistant

Materials Lab. Technician I

Storekeeper II

Groundsman Supervisor

- 1) Groundsman moved from W.G. VII
- 2) Housekeeping Aide III (from W.G. VIII).
- 3) Inspector I (from W.G. VII).

Wage Group VII

Equipment Operator

Trades Helper

Cook II

Engineering Technician III

Equipment Dispatcher

Highway Engineering Technician III

Materials Lab. Technician Aide II

Stockhandler

Rear Chainman

Wage Group VIII

Laborer

Assistant Groundsman

Custodial Worker II

Laundry Worker II

- 1) Housekeeping aide II. *

Wage Group IX

Cook I

Engineering Technician II

Highway Engineering Technician II

Senior Food Service Worker

Matls Lab Technician Aide I

Janitor

Wage Group X

Custodial Worker I
Housekeeping Aide I
Laundry Worker I
Food Service Worker

* represents new classification

c. New Employees will enter the schedule at step A and shall remain in that step for 120 calendar days, at which time the employee shall be placed in step B. Employees who are in probationary status on the date of signing of this agreement shall move to step B ninety (90) days after signing of the agreement. All permanent employees shall be placed at step B.

2. JOB CLASSIFICATIONS. The specifications of job classifications regarding skills, abilities, experience, work requirements and duties shall be established by the Employer and shall be based on NLRB determinations.

It is understood the Employer will have need for employees with special skills and abilities. The Union agrees to refer persons possessing such skills and abilities and to honor all such bona fide requests. A job request to the Union will be by P.C.N. number.

3. SERVICE BONUS. An employee with seven (7) years of continuous service with the Employer shall be paid an additional thirty-five cents (35¢) per hour.

An employee with eight (8) years of continuous service with the district will be paid an additional fifty-five cents (55¢) per hour.

An employee with nine (9) years of continuous service with the Employer shall be paid an additional sixty-five cents (65¢) per hour.

In each succeeding three (3) years following the ninth (9) year of service an employee has with the Employer an additional fifteen cents (15¢) per hour will be added to his service bonus.

The rates listed above shall not be cumulative, and the additional rate listed for the specified length of continuous service with the Employer shall be the total amount paid for that length of service.

4. Where new types of equipment and/or operations, for which rates of pay are not established by this Agreement are put to use after the effective date of this Agreement, within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date the equipment is put to use. In the event that negotiations cannot be finalized to the satisfaction of both parties, the matter shall be referred to the grievance procedure.

5. SUBSISTENCE. Subsistence shall be calculated as a daily rate according to geographical location and only as a permanent work location at \$2.50 per day times step-due district.

<u>Illustrative Place Names</u>	<u>House Election Districts</u>	<u>Steps Above Pay Plan</u>
Ketchikan-Prince of Wales	1	1
Wrangell-Petersburg	2	1
Sitka	3	1
Juneau	4	1

Icy Strait-Lynn Canal	5	2
Cordova	6(a)	4
Valdez Pipeline Corridor	* 6(b)	5
Palmer-Wasilla	7	1
Anchorage	8	1
Seward	9	2
Kenai-Cook Inlet	10	2
Kodiak	11	2
Aleutian Islands	12	7
Bristol Bay	13	
Eethel	14	8
Yukon-Kuskokwim	15(a)	9
Nenana-Cantwell-Healy-Livengood-Manley	15(b)	7
Fairbanks	** 16(a)	4
Eagle-Chicken-Circle-40 Mile	16(b)	5
Fort Yukon	*** 16(c)	9
Barrow-Kobuk	17	9
Nome	18	7
Wade-Hampton	19	8
Outside Alaska		minus 6

The Election Districts used are those designated by the Proclamation of Reapportionment Redistricting of December 7, 1961, and retained for the House of Representatives by proclamation of the Governor September 3, 1965.

* Pipeline Corridor Defined

Richardson Highway--Valdez to Paxson

Glenn Highway--Eureka to Slana

Edgerton Highway--Chitina to the intersection with the Richardson High-

way five miles either side of the above highways between the cities or destinations listed shall be the Pipeline Corridor.

** 16(a) South of Artic Circle

*** 16(c) North of Artic Circle

6. PREMIUM PAY.

a. Overtime.

1. For all work performed on the employee's first scheduled day off, one and one-half ($1\frac{1}{2}$) times the basic rate of pay shall be allowed.

2. For all work performed on the employee's second scheduled day off, two (2) times the basic rate of pay shall be allowed, provided the employee has worked, been compensated for, or has been excused from working on his last regularly scheduled work day.

3. All work performed on holidays shall be paid at one and one-half ($1\frac{1}{2}$) times the basic rate of pay in addition to holiday pay.

b. Shift Differential. Employees who regularly work a "swing" shift beginning between 11:00 a.m. and 7:59 p.m. shall receive shift differential pay of 10 percent (10%) for all compensable hours.

Employees who regularly work a "graveyard" shift beginning between 8:00 p.m. and 5:59 a.m. shall receive shift differential pay of fifteen per cent (15%) for all compensable hours.

c. Employees who are required to work under dangerous conditions shall receive hazard pay of fifteen per cent (15%) in four-hour increments so worked. Dangerous conditions shall be defined as working at heights more than twenty-five (25) feet above the ground on towers, bridgework so designated by the Employer, antennas and transportation by helicopter required by the Employer.

7. LIEN CLAUSE. A lien shall be created for any and all checkoffs and payments required by the Employer in favor of the employee as now exists by statute, which lien rights shall be cumulative in nature during the life of this Agreement.

8. Each new employee, unless otherwise designated, shall be hired as a probationary employee until the end of the probationary period of forty-five (45) days. Upon completion of such period, he shall be considered a permanent employee and shall have seniority from his date of hire. Accrual and use of sick and annual leave, holiday pay, retirement benefits, health and welfare coverage and other conditions of employment shall be subject to other provisions of this contract.

9. The Employer may request a full or part-time temporary employee. A temporary employee is one so designated for one hundred and twenty (120) calendar days or less. Such time may be extended by mutual agreement. A temporary employee is not entitled to sick and annual leave, health and accident insurance, or pension benefits. In lieu of such entitlements,

each temporary employee shall receive \$1.10 for each compensable hour worked. If the employee is retained in permanent status, the seniority shall be counted from the original date of hire. Temporaries shall be entitled to subsistence only for days worked unless they are assigned to duty stations which will cause the employee undue hardship during days of idleness, and which is to the advantage of the Employer for the employee to remain at the duty station. Temporaries shall be covered by the holiday provisions of this Agreement.

10. PERMANENT PART - TIME EMPLOYEES. The Employer may establish a fixed reduced work schedule for an employee on a continuing basis when the employee accepts such employment or agrees in writing to the schedule in advance.

Permanent part-time employees will be paid at time and one-half for hours worked prior to or beyond, and continuous with their regular shift or on early call-in. Permanent part-time employees will be paid holiday pay according to the hours they are normally scheduled to work. Permanent part-time employees will be covered in accordance with Article XXIII, Section 1. Benefits for sick leave and annual leave, retirement pension pursuant to pertinent statutes and regulations, and vacation time shall accrue proportionate to the benefits for full-time service.

A permanent part-time employee working four (4) hours or less per day will receive one-half ($\frac{1}{2}$) subsistence pay for each day worked. Those permanent part-time employees who work regular shifts of four (4) hours or less per day on a five (5) days per week schedule shall receive one-half ($\frac{1}{2}$) subsistence pay for seven (7) days each week.

11. OMIT CASUAL EMPLOYEE

11. INTERMITTENT EMPLOYEE. The Employer may request an intermittent employee. An intermittent employee is one who is employed for the purpose of substituting for a permanent employee who is off duty because of illness, on annual leave or otherwise is unable to work. An intermittent employee is not entitled to sick and annual leave, holidays, health and accident insurance, pension benefits or unit-voting privileges. In lieu of such entitlements each intermittent employee shall receive one dollar and ten cents (\$1.10) for each compensable hour worked. Upon initial employment, each intermittent employee may remain on the active employee roster for a period of nine (9) months. Work in any nine (9) month period shall not exceed three hundred and twenty-five (325) hours, of which not more than ten (10) consecutive working days in one assignment will be made. Intermittent employees are entitled to subsistence for each day worked. These employees will be subject to provisions of Article IV.

or

12. TRAINEE OR APPRENTICESHIP. It is understood and agreed that both parties will consider each training or apprenticeship program individually and reach mutual agreement on wages and conditions implemented. The Union and State agree to establish a policy for training. A committee composed of four (4) members from each party will establish training procedures in all departments possible.

13. LONGEVITY. AS 39.27.002 shall not apply to the employees in the Labor, Trades and Crafts Unit.

ARTICLE XXV

SICK LEAVE -- FUNERAL LEAVE

1. Employees sick-leave credits shall accrue at the rate of one and three-fourths (1 3/4) days per month or majority fraction thereof; sick leave pay shall be based on the employee's actual scale of wages. Sick leave shall be redeemed at retirement with each seven and one-half (7½) hours of accumulated sick-leave representing one (1) day towards the number of years an employee will need for retirement. An employee must have the minimum state requirements for age at the time of request. If an employee is terminated prior to retirement he shall be paid at his actual scale of wages for his acquired hours of sick leave.

2. Employees with three-day sick leave and under shall not be required to furnish a doctor's certification before returning to work unless there is reason to believe malingering is involved. Any employee with more consecutive sick leave days than specified above may be required to furnish a doctor's certificate to the Employer, certifying that the employee was physically unable to perform his duties. Any employee who abuses the sick-leave privilege is subject to disciplinary action.

In the event that a member of the immediate family (i.e. spouse, children living at home, or mother or father, or either spouse living in residence) the employee will be allowed sick leave up to the amount he has accumulated.

3. The employee shall be allowed time off without loss of pay for time spent off the job while under the care of a dentist, for such treatment

as provided under the health and welfare plan. Such time off shall be deducted from the employee's accumulated sick-leave credit account in increments of not less than one (1) hour with a minimum of two (2) hours for any one appointment. To be eligible for such sick leave pay, the employee shall notify the Employer not less than one (1) day in advance of such appointment. However, in cases of emergency, the employee need not give notice to the Employer, but must show evidence of such emergency upon return to work. Upon completion of such appointment or series of appointments, the employee shall provide the Employer with a dentist's certificate, in a form acceptable to the Employer, that shall contain the date and hour of when such appointment or series of appointments were scheduled and completed.

4. In the event of a death in the employee's immediate family, the employee shall be allowed up to five (5) working days off without loss of pay--from and including the date of death; to and including the date of the funeral--for the purpose of attending the funeral. Immediate family shall be defined as spouse, son, daughter, mother, father, sister, brother, mother-in-law, or father-in-law. Funeral-leave time shall be deducted from accumulated sick leave.

5. Upon the death of an employee, any unused sick leave balance shall be paid in cash to his beneficiaries at his regular pay rate.

ARTICLE XXIII

HEALTH AND SECURITY

1. The Alaska Tri Trades Public Service Council will advertise for bids a unilateral Health and Welfare program for the employees under their contract which will become effective on July 1, 1976.

			Positions allocated by Legislature	Employees as of 6/30 actual figure
12.37	WAGE GROUP IA	+ 1.54		
9910	Airport Maintenance Foreman		4	3
	Engineering Technician VIII		0	0
9930	Occupational Safety Compliance Officer		28	21
			<u>32</u>	<u>24</u>
12.44	WAGE GROUP I	+ 1.45		
9311	Highway Maintenance Foreman		33	30
9321	Automotive Shop Foreman		9	9
9331	Building Maintenance Foreman		15	15
9341	Equipment Operator Foreman		1	1
9351	Electrician Foreman		4	3
9511	Electronic Technician Supervisor		4	4
	Engineering Technician VII		0	0
			<u>66</u>	<u>62</u>
14.32	WAGE GROUP II	+ 1.36		
9312	- Highway Maintenance Foreman		38	34
9332	Maintenance Mechanic		31	29
9342	Electrician		17	15
9512	Aircraft Sheet Metal Mechanic		1	1
9522	Engineering Technician VI		1	0
9532	Safety Consultant			
9542	Electronic Technician		17	17
			<u>105</u>	<u>96</u>
16.55	WAGE GROUP III	+ 1.27		
9323	Mechanic Leadman		13	13
9353	- Equipment Operator		286	238
9363	Heavy Duty Mechanic		70	64
9373	Driller		2	1
9383	Trades Leadman		1	1
9513	Cook IV		8	8
9523	- Engineering Technician V		9	0
9533	Materials Lab Technician III		3	0
9543	Partsman II		5	5
9553	Stationary Fireman III		1	1
9563	Aircraft Mechanic		3	3
9573	- Party Chief		7	2
9583	Traffic Control Technician		0	0
			<u>408</u>	<u>336</u>
9.54	WAGE GROUP IV	+ 1.15		
9324	Mechanic		58	52
9334	- Maintenance Man		80	75
9354	- Equipment Operator		111	73
9364	Plumber		0	0
9374	Driller		4	1
9384	Painter		5	2
9394	Carpenter		5	3
9514	Stationary Fireman II		13	11
9524	- Instrumentman		11	3
	- Inspector III			
9534	- Highway Engineering Technician V		114	26
9544	- Materials Lab Technician II		23	6
9554	Storekeeper III		7	4
9564	Sign Painter		3	3
			<u>434</u>	<u>259</u>

2.20 WAGE GROUP V +1.15

9335	- Maintenance Man	21	18
9355	- Equipment Operator	4	2
9375	Driller	4	1
9515	- Engineering Technician IV	11	3
	- Inspector II		
9525	- Highway Engineering Technician IV	101	25
9535	Houskeeping Supervisor	3	3
9545	Partsmen I	8	8
		<u>152</u>	<u>60</u>

2.54 WAGE GROUP VI +1.15

9356	- Equipment Operator	0	0
9396	- Labor Foreman I	4	4
9516	Cook III	22	18
9526	Electronic Technician Assistant	0	0
9536	- Materials Lab Technician I	16	2
9546	Storekeeper II	17	17
9556	- Head Chairman	10	0
9566	Groundsman Supervisor	1	1
		<u>70</u>	<u>42</u>

3.03 WAGE GROUP VII +1.15

9327	Equipment Serviceman	7	7
9357	- Equipment Operator	34	13
9397	Trades Helper	15	6
9517	Cook II	11	3
9527	- Engineering Technician III	11	2
	- Inspector I		
9537	Equipment Dispatcher	3	3
9547	Groundsman	3	3
9557	- Highway Engineering Technician III	117	16
9567	- Materials Lab Technician Aide II	6	0
9577	Stockhandler	19	18
9587	- Rear Chairman	7	0
9597	Laundry Supervisor	3	3
		<u>236</u>	<u>74</u>

3.50 WAGE GROUP VIII +1.15

9398	Laborer	46	14
9518	Building Custodian	9	9
9528	Storekeeper I	2	2
9538	Assistant Groundsman	1	1
9548	Custodial Worker II	43	35
9558	Laundry Worker II	4	4
9568	Housekeeping Aide III	7	7
		<u>112</u>	<u>72</u>

3.06 WAGE GROUP IX +1.15

9509	Cook I	7	7
9529	Clothing Clerk	1	1
9549	- Engineering Technician II	7	0
9559	- Highway Engineering Technician II	125	9
9579	Senior Food Service Worker	6	5
9589	- Materials Lab Technician Aide I	6	1
9599	Janitor	44	41
		<u>196</u>	<u>64</u>

6.44 WAGE GROUP X +1.15

9500	Custodial Worker I	16	12
9510	Housekeeping Aide I	51	46
9520	Laundry Worker I	6	6
9530	Food Service Worker	51	47
		<u>124</u>	<u>111</u>

1335 - 1201

734

1581

<u>W.G. IA</u>	Increase \$1.54/hr.	Positions 32	Emp. 24
Reg. Allocation	$\$1.54 \times 32 \times 1950 =$	\$96,096	
Reg. Filled	$\$1.54 \times 24 \times 1950 =$		\$72,072
Overtime Allocation	$\$1.54 \times 1.5 \times 32 \times 223 =$	\$16,485	
Overtime Filled	$\$1.54 \times 1.5 \times 24 \times 223 =$		\$12,364
<u>W.G. I</u>	Increase \$1.45/hr.	Positions 66	Emp. 62
	$\$1.45 \times 66 \times 1950 =$	\$186,615	
	$\$1.45 \times 62 \times 1950 =$		\$175,305
	$\$1.45 \times 1.5 \times 66 \times 223 =$	\$32,012	
	$\$1.45 \times 1.5 \times 62 \times 223 =$		30,-72
<u>W.G. II</u>	Increase \$1.36/hr.	Positions 105	Emp. 96
	$\$1.36 \times 105 \times 1950 =$	\$278,460	
	$\$1.36 \times 96 \times 1950 =$		\$254,592
	$\$1.36 \times 1.5 \times 105 \times 223 =$	\$47,767	
	$\$1.36 \times 1.5 \times 96 \times 223 =$		43,673
<u>W.G. III</u>	Increase \$1.27/hr	Positions 408	Emp. 336
	$\$1.27 \times 408 \times 1950 =$	\$1,010,412	
	$\$1.27 \times 336 \times 1950 =$		\$832,104
	$\$1.27 \times 1.5 \times 408 \times 223 =$	\$173,325	
	$\$1.27 \times 1.5 \times 336 \times 223 =$		142,731
<u>W.G. IV</u>	Increase \$1.18/hr	Positions 434	Emp 259
	$\$1.18 \times 434 \times 1950 =$	\$998,634	
	$\$1.18 \times 259 \times 1950 =$		\$595,959
	$\$1.18 \times 1.5 \times 434 \times 223 =$	\$171,305	
	$\$1.18 \times 1.5 \times 259 \times 223 =$		102,230
W.G. V	Increase \$1.15/hr.	Positions 152	Emp. 60
W.G. VI	" "	" 70	" 42
W.G. VII	" "	" 236	" 74
W.G. VIII	" "	" 112	" 72
W.G. IX	" "	" 196	" 64
<u>W.G. X</u>	Increase \$1.15/hr	Positions 124	Emp. 111
		Total = 890	Total = 423
	$\$1.15 \times 890 \times 1950 =$	\$1,995,825	
	$\$1.15 \times 423 \times 1950 =$		\$948,578
	$\$1.15 \times 1.5 \times 890 \times 223 =$	\$343,354	
	$\$1.15 \times 1.5 \times 423 \times 223 =$		163,190

January 1, 1976 to January 1, 1977

Total Wage Cost/Year 1976

	<u>Positions</u>	<u>Employees</u>	
W.G. IA	R.T. \$96,096	\$72,072	
	O.T. 16,485	12,364	
W.G. I	R.T. 186,615	175,305	
	O.T. 32,012	30,072	
W.G. II	R.T. 278,460	254,592	
	O.T. 47,767	43,673	
W.G. III	R.T. 1,010,412	832,104	
	O.T. 173,325	142,738	
W.G. IV	R.T. 998,634	595,959	
	O.T. 171,305	102,230	
W.G. V to W.G. X	R.T. 1,995,825	948,578	
	O.T. 343,354	163,190	
	<u>\$5,350,290</u>	<u>\$3,372,877</u>	TOTAL COST

Health Increase of 18¢/Regular Hour

Total	Positions 1935	Employees 1201
Regular Time	1935 x 1950 x 0.18 = \$679,185	
	1201 x 1950 x 0.18 =	\$421,551
Overtime	1935 x 223 x 0.18 = \$77,671	
	1201 x 223 x 0.18 =	48,209
	TOTAL COST	<u>\$756,856</u>
		<u>\$469,760</u>

5,350,290 x 1.23% for benefits = \$6,580,857 Budget

ANNUAL SALARY

W.G. I A	12.50 x 1950 =	\$24,960 year
	14.34 x 1950 =	27,963 year
	12.50 x 1.5 x 223 =	4,252 year
	14.34 x 1.5 x 223 =	4,797 year
W.G. I	12.06 x 1950 =	23,517 year
	13.51 x 1950 =	26,345 year
	12.06 x 1.5 x 223 =	4,035 year
	13.51 x 1.5 x 223 =	4,520 year
W.G. II	11.32 x 1950 =	22,074 year
	12.68 x 1950 =	24,726 year
	11.32 x 1.5 x 223 =	3,787 year
	12.68 x 1.5 x 223 =	4,242 year
W.G. III	10.58 x 1950 =	20,631 year
	11.85 x 1950 =	23,108 year
	10.58 x 1.5 x 223 =	3,540 year
	11.85 x 1.5 x 223 =	3,964 year
W.G. IV	9.84 x 1950 =	19,188 year
	11.02 x 1950 =	21,489 year
	9.84 x 1.5 x 223 =	3,292 year
	11.02 x 1.5 x 223 =	3,687 year
W.G. V	9.20 x 1950 =	17,940 year
	10.35 x 1950 =	20,183 year
	9.20 x 1.5 x 223 =	3,078 year
	10.35 x 1.5 x 223 =	3,463 year
W.G. VI	8.56 x 1950 =	16,692 year
	9.71 x 1950 =	18,935 year
	8.56 x 1.5 x 223 =	2,864 year
	9.71 x 1.5 x 223 =	3,248 year
W.G. VII	8.03 x 1950 =	15,659 year
	9.18 x 1950 =	17,901 year
	8.03 x 1.5 x 223 =	2,687 year
	9.18 x 1.5 x 223 =	3,071 year
W.G. VIII	7.50 x 1950 =	14,625 year
	8.65 x 1950 =	16,686 year
	7.50 x 1.5 x 223 =	2,509 year
	8.65 x 1.5 x 223 =	2,894 year
W.G. IX	7.08 x 1950 =	13,806 year
	8.23 x 1950 =	16,049 year
	7.08 x 1.5 x 223 =	2,369 year
	8.23 x 1.5 x 223 =	2,753 year
W.G. X	6.44 x 1950 = <i>custodian</i>	12,558 year
	7.59 x 1950 = <i>" maximum</i>	14,801 year
	6.44 x 1.5 x 223 =	2,155 year
	7.59 x 1.5 x 223 =	2,518 year



TRI TRADES

114 S. FRANKLIN ST. RM. 102, JUNEAU, ALASKA 99811 PH. (907) 586-6993



United for Service

January 22, 1976

Article XIII

1. A. as per present contract.

B. effective date January 1, 1976, \$1.15 or 12% whichever is greater, to be applied to wage groups 1A thru 10.

Job Classifications, as per proposal dated January 16, 1976.
(copy attached)

1. C. remove last two sentences in present contract language.

2. as per present contract language.

3. Service Bonus. An Employee with seven (7) years of continuous service with the Employer shall be paid an additional twenty (20¢) cents per hour for every compensable hour.

An Employee with eight (8) years of continuous service with the Employer shall be paid an additional forty (40¢) cents per hour for every compensable hour.

An Employee with nine (9) years of continuous service with the Employer shall be paid an additional fifty (50¢) cents per hour for every compensable hour.

4. present contract language.

5. Subsistence, present contract language, with the remuneration raised to \$2.40 per day and a joint study made of all illustrative place names.

6. Premium pay.

A. 1., as per present contract language.
2., as per present contract language.
3., as per present contract language.

B. Shift differential, as per present contract.

C. Hazardous pay, as per present contract. Study to be made as to present practice for safety and possible improvements.

7. Lien clause, as per present contract language.

8. Probationary period, as per present contract language.
9. Temporary employees, as per present contract language.
10. Permanent part time employees, as per present contract language.
11. Omit casual employee.
12. Intermittent employee, as per present contract language, with addition of the "intermittent employee may be used" for snow removal.
13. Trainee or Apprenticeship, as per present contract language.
14. Longevity, as per present contract language.

Article XXV

1. Sick leave - funeral leave, as per present contract, with the addition "at the time of retirement and/or employment termination, all unused sick leave shall be paid in cash to the Employee".
2. as per present contract language.
new paragraph, serious illness to immediate family, as per language submitted by the union.
3. as per present contract language.
4. as per present contract language.
5. as per present contract language.

Article XXIII

Health and Security. The present health and security program will be increased as per the following attached schedule.

SCHEDULE

1. To cover the 20% co-insurance features now part of the comprehensive medical program. \$9.55
2. To eliminate the \$50.00 per person, 3 separate per family, deductible now part of the comprehensive medical program \$12.60
3. To cover the 20% co-insurance feature which now applies to chiropractic coverage (item #1 assumes the chiropractic benefit would remain at 20% co-insurance). \$.25
4. To cover the 20% co-insurance feature of the Audio benefit. \$.10
5. To incorporate Dental coverage at U.C.R. in lieu of the current schedule, all other features to remain in effect. \$3.33
6. To incorporate Vision coverage at U.C.R. in lieu of the current schedule, except that payment for frames would be limited to \$35.00 every two years. \$2.85

JOB CLASSIFICATIONS - January 16, 1976

- W.G. I A Airport Maintenance Foreman to cover all airports applicable.
All O.S.C.O. type consultants into the compliance definition.
Drop Foreman and/or leadman for O.S.C.O.
- W.G. I No change in present contract.
- W.G. II *Drop Mechanic Leadman (to remain in W.G. III).
*Drop Party Chief.
- Traffic control technician to be moved from W.G. III.
Electronic Technician (automotive - new classification)
*Aircraft Mechanic - leave in W.G. III
- W.G. III *Drop all on Highway Technicians, Engineering Technicians, Inspectors. Party Chief, Instrumentman, Head Chainman, Rear Chainman, Material Labs Technician Aid and Material Labs Technician.
- Maintenance Man II (moved from W.G. IV)
Driller III
- W.G. IV Leave Mechanic as is.
Clothing Clerk (from W.G. IX)
Driller II
Drop Equipment Serviceman now to W.G. VI

W.G. V Maintenance Man I
 Driller I
 Groundsman Supervisor - move from W.G. VI
 Building Custodian II - move from W.G. VIII

W.G. VI Eliminate Laborer Foreman
 Equipment Serviceman - move from VII
 * Drop Groundsman - leave in VII
 * Drop Housekeeper Aide III - leave in VIII
 *Inspector I

W.G. VII

W.G. VIII *Drop Housekeeper Aide II

W.G. IX

W.G. X Drop Custodial Worker I

*There shall be a joint study on all of these positions with the results being placed before the respective bargaining teams for the negotiations of 1977 Agreement. It is the intentions of both the State and Tri Trades to use this information for the purpose of appropriately placing these classifications in the correct wage groups.



ALASKA PUBLIC EMPLOYEES ASSOCIATION

STATE HEADQUARTERS: 130 SEWARD STREET, SUITE 508, JUNEAU, ALASKA 99801 • TELEPHONE: (907) 586-2334

January 23, 1976

HAND DELIVERED

The Honorable Hugh Malone, Chairman
House Finance Committee
State of Alaska
Juneau, Alaska 99801

Dear Representative Malone:

The following is information you have requested from A.P.E.A.:

Amount needed to fund the cost of living due on 8/16/75: \$813,700.00
Interest computed at 6% per annum
Period of time covered (unpaid): 8/16/75 to 2/16/76 =

\$4,068.50 per month or TOTAL \$24,411.00

The Alaska Public Employees Association has requested interest on the amount due Alaska's Supervisory personnel on August 16, 1975 because:

1. The 1974 cost of living increase was 14.3%.
2. The administration projected only an 8.98% cost of living for 1975, despite the pending pipeline impact. The administration's projection was very unrealistic.
3. The Supervisors' contract was signed in time for the Legislature to fully fund the Supervisors' cost of living, unlike other union contracts. That is perhaps why A.P.E.A. has requested interest and perhaps other unions have not. Moreover, the Legislature intended to fully fund this contract.
4. To maintain the integrity of this contract and to make Alaska's Supervisory personnel whole, in terms of the money due them, we believe that this request for interest is only proper. Otherwise, the administration would be under no particular exigency to see that future contracts are properly funded.

I want to thank you Mr. Chairman, and the other members of your committee, for your consideration. If I can provide the committee with any further information, please don't hesitate to contact me.

Sincerely,

Ellison W. Ferrall
Executive Director
Alaska Public Employees Association

EFW:am

ANCHORAGE FIELD OFFICE
909 W. 9TH. STREET, SUITE 12
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EMPLOYEES BY BARGAINING UNIT
AND FUNDING SOURCE

	<u>Number of Employees</u>
<u>Confidential Employees</u>	<u>120</u>
<u>General Government</u>	<u>4,880</u>
General Fund	3,819
International Airport Revenue Fund	138
Highway Working Capital Fund	16
Teachers' Retirement System	8
Public Employees Retirement System	9
Agricultural Revolving Fund	2
Veteran's Revolving Fund	27
FICA Fund Reserve Account	2
Surplus Property Revolving Fund Reserve Account	3
Second Injury Fund Reserve Account	2
Sick and Disabled Fishermen's Fund Reserve Account	2
Donated Commodities Handling Fee Reserve Account	2
Federal Program Receipts	500
Capital Improvement Programs	350
<u>Supervisory</u>	<u>835</u>
General Fund	555
International Airport Revenue Fund	11
Highway Working Capital Fund	14
Federal Program Receipts	44
Capital Improvement Programs	211
<u>Labor, Trades and Crafts (Tri-Trades)</u>	<u>1,549</u>
General Fund	844
International Airport Revenue Fund	135
Fish and Game Fund	2
Highway Working Capital Fund	193
Federal Program Receipts	61
Capital Improvement Programs	314

~~INTEREST~~
Total Costs

Assume 6% simple interest
payments due at regular payroll dates

Tr. trades K in 9/4/75-

cost ~~calculate~~ based upon interest ~~for~~
~~11/75~~ 6/1/75 dates covered by contract
 cost if paid end JAN 69.1 -
 end Feb 83.6 -

cost ~~calculate~~ interest since contract sign.
 9/4/75 if paid end JAN 39.2 -
 end Feb 53.7 -

Confidentials

~~calculate~~ since beginning of contract
 & assume $\frac{6\%}{12}$ for retro to April should have
 been in Aug pay check

K in 4/75 7/14/75 - cost ~~if~~ interest since contract dates covered
 if paid end JAN 5.0
 Feb 75 retro end Feb 6.1

cost if due since signing
 July end JAN 3.9
 end Feb 5.0

Supervisors

Aug 16 cost if pay end of JAN 3.1
 cost if pay end of Feb 4.7

Totals - dates covered	JAN 77.2	FEB 94.4
Sign date	46.2	63.4

Sec. 1 CONFIDENTIAL

Cost of Living Adjustment	103,900
Salary Increase	377,800
Interest	Ø
	<hr/>
	481,700

Sec. 2 GENERAL GOVERNMENT

Cost of Living Adjustment	4,856,600
Salary Increase	Ø
Interest	Ø
	<hr/>
	4,856,600

Sec. 3 SUPERVISORY

Cost of Living Adjustment	996,800
Salary Increase	Ø
Interest	4,700
	<hr/>
	1,001,500

Sec. 4 Tri Triados

Cost of Living Adjustment	Ø
Salary Increase	5,351,700
Interest	Ø
	<hr/>
	5,351,700

Sec. 5 Marine Transportation

Cost of Living Adjustment	1,210,517
Salary Increase	1,010,295
Interest	5,351
	<hr/>
	2,226,163

1 IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

2 FIRST JUDICIAL DISTRICT AT JUNEAU

3 ALASKA PUBLIC EMPLOYEES ASSOCIATION,)

4 Plaintiff,)

5 vs.)

6 ANDREW S. WARWICK in his capacity)
as Commissioner of Administration;)
7 PATRICK L. HUNT in his capacity as)
Director of Division of Personnel,)
8 Department of Administration; and)
the STATE OF ALASKA,)

9 Defendants.)

10 C. A. No. 75-385

11 DEFENDANTS' ANSWERS TO
12 PLAINTIFF'S INTERROGATORIES

13 Pursuant to Civil Rule 33, defendants answer plain-
14 tiff's interrogatories to defendants as follows:

15 1. What was the total sum appropriated to fund the
16 contract and over what period of time does the appropriation
17 extend?

18 ANSWER: The following amounts represent an increase
19 in costs of the APEA contracts. The base wage costs were
20 included in the general appropriation bill (ch. 209, SLA 1975)
21 and were not broken out so as to specify costs.

22 Supervisors: FY 75 - \$1,510,800 (ch. 26, SLA 1975);
23 FY 76 - \$2,789,800 (ch. 141, SLA 1975).

24 General Government: FY 75 - \$4,228,400 (§ 3, ch. 139,
25 SLA 1975); FY 76 - \$13,196,400 (§ 3, ch. 141, SLA 1975).

26 2. (a) How much of the appropriation has already
27 been spent?

28 (b) How much has been spent on salaries?

29 (c) How much has been spent on benefits, itemizing
30 the amount spent for each benefit category?

31 (d) How much has been spent for other purposes,
32 specifically designating each other purpose and amount?

1 ANSWER: All amounts appropriated for FY 75 have
2 either been expended, obligated or lapsed. Costs for FY 76 to
3 December 31, 1975 cannot be exactly determined because payments
4 to employees are not separated as to what part of the payment is
5 for base wages before the new contract and what part is the
6 result of the increase. December 31, 1975 is the end date for
7 these calculations. Certain assumptions may be made that would
8 allow approximating the costs. The assumptions used in deter-
9 mining the expenditure of the appropriation resulting from the
10 increase are:

11 A. Supervisors:

12 (1) Assume that amounts paid for last 6 months of
13 calendar 1975 are equivalent to 1/2 of fiscal 1976. This is not
14 strictly true because of a 2-week pay lag but should be very
15 close to the actual costs.

16 (2) Assume that the amounts currently being paid to
17 supervisors consist of base pay + 15% basic salary increase +
18 1% COLA which began August 16, 1975. Thus, since August 16th,
19 4.5 (months) X monthly costs X 13.904% (portion of current
20 salary costs related to increase from contract) equals the
21 increase related to the contract from August 16 to December 31,
22 1975. Assume that the monthly cost before August 16 was equal
23 to the current monthly cost divided by 1.01 to account for
24 the August 16th COLA. Thus, the cost for the period July 1
25 through August 16th is equivalent to 1-1/2 (months) X monthly
26 cost X 13.043% (portion of current salary costs related to
27 increase from contract).

28 (3) Assume that employer benefit costs fall equally
29 over the year and that the rate of 18% is representative. The
30 rate now being paid is 21% (3% added by later legislation) cal-
31 culated as follows:
32

1	FICA	5.00
2	Public Employees Retirement	8.32
3	Health Insurance	5.08
4	Public Liability	.50
5	Workmen's Compensation	.90
6	Accident and Bonding	.10
7	Terminal Leave	1.10
8		<u>21.00%</u>

9 This rate is an average rate used for all state employees and
10 does not directly relate to particular bargaining units because
11 of differentials in average pay. Since an average rate of 18%
12 was used for the justification of the salary appropriation, it
13 is used in the calculation of costs.

14 (4) Assume all supervisors are permanent employees,
15 with a low rate of turnover.

16 B. General Government:

17 (1) Assume that amounts paid for last 6 months of
18 calendar 1975 are equivalent to 1/2 of fiscal 1976. This is not
19 strictly true because of a 2-week pay lag but should be very
20 close to the actual costs.

21 (2) Assume that the amount currently being paid to
22 general government employees consists of the base pay plus 9%.
23 Therefore, 6 (months) X current monthly cost X 8.257% (portion
24 of current salary costs related to increase from contract)
25 equals the cost to date for FY 76.

26 (3) Assume that benefits fall equally over the year
27 at the rate of 18%. (see Supervisors).

28 (4) Assume that the temporary salary payments are 10%
29 of the total salary payment.

30 (5) Assume that holiday pay for temporary employees
31 is 2%.

32 Based on these assumptions, the following answers are appropriate with respect to FY 76:

2. (a) Supervisors: \$1,567,400 (see Attachment 1)

1 General Government: \$3,833,000 (see Attach-
2 ment 2).

3 2. (b) Supervisors: \$1,328,300 (84.746% of total)
4 General Government: \$3,285,500 (93.462% of
5 temporary position costs; 84.745% of permanent position costs).

6 2. (c) Benefits: see assumptions for benefits above
7 Supervisors: \$239,100 (15.254% of total).
8 General Government: \$547,500 (6.538% of
9 temporary position costs; 95.254% of permanent position costs).

10 2. (d) None.

11 Supervisors: Increased costs related to the
12 Supervisors contract have been incurred as a result of the
13 increase (primarily per diem costs) that were required by the
14 contract. However, it is virtually impossible to provide detailed
15 costing of these items. For example, the appropriation request
16 for per diem increases was made for all employees and was not
17 specifically tied to the appropriation for FY 76 noted in
18 response to question no. 1 above. Therefore, for purposes of
19 these calculations we will assume that no other costs were paid
20 from the supervisors appropriation other than salaries and bene-
21 fits.

22 General Government: Increased costs related to
23 General Government employees have been incurred for items other
24 than salaries and benefits but, as in the Supervisor situation,
25 it would be virtually impossible to calculate these costs. There-
26 fore for purposes of these calculations we will assume that no
27 costs other than salaries and benefits have been paid.

28 3. (a) How does the administration propose to spend
29 the remaining portion of the appropriation?

30 ANSWER: Supervisors: The remaining portion of the
31 appropriation for Supervisory Employees will be used to pay sal-
32

1 ary and benefit items now being paid and to pay up to an addi-
2 tional 1% COLA effective February 16, 1976.

3 General Government: The remaining portion of the
4 appropriation for General Government Employees will be used to
5 pay salary and benefit items now being paid and to pay the 9%
6 advance on inflation for calendar 1976 provided by contract and
7 funded by the legislature. Since the legislature funded pay bills
8 at 93% of estimated costs because vacancies existed in the uni-
9 verse of positions and a disproportionate share of the vacancies
10 are in the General Government Unit, it could possibly be
11 necessary to reallocate funds to the Supervisor settlement to
12 fund items now being paid. The legislature estimated vacancies
13 in the Supervisor Unit at a higher level than actually exists.

14 3. (b) What contract items does the administration
15 intend not to provide or pay for and over what period of time?

16 ANSWER: Until additional appropriations are provided
17 by the legislature the administration does not intend to pay for
18 increases in pay resulting from Consumer Price Index increases
19 in Anchorage for 1975 which exceed the level (9%) used in cal-
20 culating the funding provided by the legislature for FY 76.

21 3. (c) Does the administration intend to pay inter-
22 est on monies not paid on time?

23 ANSWER: Interest payments will be made only for those
24 items in the contracts which specifically state that interest
25 will be paid.

26 3. (d) Will the sums proposed to be spent by the
27 administration exhaust the entire appropriation or will any
28 amount be left unspent (stating the exact amount, if any)?

29 ANSWER: Supervisor costs will exceed the amounts
30 appropriated. General Government costs will exceed the amounts
31 appropriated.

32

1 4. (a) How much of an appropriation will be necessary
2 to complete funding of the contract?

3 ANSWER: Assuming specific appropriations for all
4 increased cost items, the following appropriations will be
5 necessary to complete funding of the contract: Supervisors -
6 \$1,431,100; General Government - \$3,319,100.

7 4. (b) How was the amount in (a) calculated?

8 ANSWER: The figures in the response to question no. 4
9 (a) were achieved by subtracting calculated increased costs from
10 the amount appropriated for FY 76. See Attachments 1 and 2.

11 4. (c) What cost of living adjustment was used in the
12 calculation in (a) and (b) above?

13 ANSWER: The above cost of living adjustments are based
14 upon our revised estimates of 14% for the Consumer Price Index
15 change for Anchorage for 1975.

16 5. (a) How was the sum originally appropriated to
17 fund the contract calculated?

18 ANSWER: The amounts originally calculated for the cost
19 of the contracts were based upon the following increases in
20 cost:

21 Supervisors:

22	Base pay increase	15%
23	COLA August 16, 1975	1%
24	COLA February 16, 1976	1%
	Benefits	18%

25 General Government:

26	COLA advance, calendar '75	9%
27	COLA advance, calendar '76	9%
	Benefits	18%

28 5. (b) Did the administration believe the sum appro-
29 priated would fund the contract fully?

30 ANSWER: Yes, but specific legislation was requested
31 to automatically appropriate additional funds if required for
32

1 cost-of-living increases.

2 5. (c) Who made the calculation in part (a) above?

3 ANSWER: Ronald B. Lind, Deputy Director, Division of
4 Budget and Management.

5 5. (d) Are there written records of how this calcula-
6 tion was made? If so who made those records and who presently
7 has control of them?

8 ANSWER: Written records are available in the Depart-
9 ment of Administration and copies have been given to the
10 attorney representing APEA.

11 5. (e) (i) What did the administration estimate the
12 cost of living increase would be over the period covered by the
13 appropriation?

14 ANSWER: Anchorage Consumer Price Index percentage
15 changes for calendar 1975 was estimated at 9%.

16 5. (e) (ii) What cost of living adjustment was used
17 in making the calculation in (a) above?

18 ANSWER: 9% change in the Consumer Price Index for
19 Anchorage.

20 5. (e) (iii) How did the administration make the
21 estimates in parts (e)(i) and (ii) above?

22 ANSWER: The administration used the rate agreed by
23 APEA and the state as the accepted estimate for prepaying infla-
24 tion in the General Government contract. *

25 5. (e) (iv) Was the cost of living adjustment used
26 in part (ii) above used uniformly by the administration in cal-
27 culating the cost of living increase for other similar purposes?
28 If not, please state what other cost of living estimates were
29 used and for what purposes. If so, give particular examples.

30 ANSWER: Yes, the rate set in (5)(e)(ii) above was
31 used uniformly in the Community College Teachers contract and
32

1 both bargaining units of APEA.

2 5. (e) (v) What cost of living adjustment was used
3 in funding the contract for community college teachers?

4 ANSWER: 9%.

5 6. If any of the figures provided in answer to the
6 above questions is an estimate rather than an exact figure:

7 (a) Please state why exact figures are not available.

8 ANSWER: All salary cost calculations are estimates
9 because the state accounting system does not specifically accumu-
10 late salary increase costs separately from base salary costs.

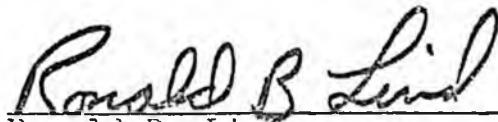
11 6. (b) Please show exactly how the estimated figures
12 were calculated and state all assumptions used in making the
13 calculations.

14 ANSWER: See assumptions in responses to question nos.
15 2 and 4 as well as Attachments 1 and 2.

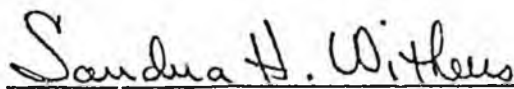
16 7. With reference to the "frozen salary arbitration"
17 which took place on March 7, 1975, list the names of all members
18 of the General Government Unit who have been refused the wage
19 increases of Article XXI of the 1974 General Government Agree-
20 ment on the State's theory that their salaries were frozen.

21 ANSWER: Craig Bracken, Mary P. Davis, Marguerite
22 King, Richard Gildow, David Corr, James A. Nelson and Deborah
23 McMullin.

24 DATED this 9 day of January, 1976, at Juneau,
25 Alaska.

26 

27 Ronald B. Lind
28 Deputy Director
29 Department of Administration

30 

31 Sandra H. Withers
32 Labor Relations Analyst
Department of Administration

1 STATE OF ALASKA)
2 : ss.
3 FIRST JUDICIAL DISTRICT)

4 RONALD B. LIND, being first duly sworn, on oath,
deposes and says:

5 I am the officer responsible for information such as
6 requested by plaintiff's interrogatories numbers 1 through 6.
The answers given thereto are accurate and correct to the best
7 of my information and belief.

8 Ronald B Lind
Ronald B. Lind

9 SUBSCRIBED and SWORN to before me this 9th day of
10 January, 1976.

11 Catherine H. Phillips
12 Notary Public, State of Alaska
13 My commission expires: 6/28/77

14 STATE OF ALASKA)
15 : ss.
16 FIRST JUDICIAL DISTRICT)

17 SANDRA H. WITHERS, being first duly sworn, on oath,
deposes and says:

18 I am the officer responsible for information such as
19 requested by plaintiff's interrogatory number 7. The answer
20 given thereto is accurate and correct to the best of my informa-
tion and belief.

21 Sandra H. Withers
22 Sandra H. Withers

23 SUBSCRIBED and SWORN to before me this 9th day of
24 January, 1976.

25 Catherine H. Phillips
26 Notary Public, State of Alaska
27 My commission expires: 6/28/77

28 Service and Receipt of
29 copy acknowledged this
30 9 day of Jan
31 By Natue E. Murphy

SUPERVISORS

	July-Dec. 1975 <u>(\$000's)</u>
Earning Report Total	\$13,212.8
Less:	
Capitol Improvement Prog.	
Highways	3,234.5
Public Works	<u>274.7</u>
	3,509.2
Operating Salary	9,703.6
Monthly Salary	+6 1,617.3
Benefits 18%	<u>291.1</u>
Total Monthly Cost	1,908.4
Salary Increases	
Cost before 1% 8/16 (1908.4) X 13.043% X 1-1/2 months	373.4
after 8/16-12/31 1908.4 X 13.904% X 4.5 months	<u>1,194.0</u>
Cost incurred through 12/31	<u><u>1,567.4</u></u>
Projected Costs	
Base Salary (1908.4) (13.904%) X 6 months	1,592.1
Aug 16 COLA to 5% (1908.4) X 4% X 10.5 months	793.6
1.01	
Feb 16 COLA at 3% (<u>1908.4</u>) (1.05) (3%) (4.5 months)	<u>267.8</u>
1.01	
	<u><u>2,653.5</u></u>
Total Cost of Contract	4,220.9
Appropriation	2,789.8
Unfunded	1,431.1

GENERAL GOVERNMENT

July-Dec.
1975
(\$000's)

Earning Report Total \$42,805.5

Less:

Capital Imp. Prog.

 Highways

 Public Works

3,255.7

699.1

3,954.8

Operating Salary

38,850.7

÷6

Month Salary Total

6,475.1

 Estimate 10% Temporary

 90% Permanent

	<u>Temporary</u>	<u>Permanent</u>
Salary	647.5	5,827.6
Benefits Tem. 7.25% - Perm. 18%	<u>45.3</u>	<u>1,048.9</u>
Total Monthly Salary Include Benefits	692.8	6,876.5
Increased costs to date		
Salary X 8.257 X 6 months	343.2	3,406.7
Payment of Holiday for temporary est 2%	<u>83.1</u>	
	426.3	<u>3,406.7</u>
Costs incurred through 12/31	<u>3,833.0</u>	
Projected Costs		
Continuation of 9%	343.2	3,406.7
Additional 9% January 1, 1976		
(692.8)(9%)(6 months)	374.1	-
(6876.5)(9%)(6 months)	-	3,713.3
Payment of Holiday Pay 2%	<u>99.3</u>	-
Additional Cost of Items Now		
Being Paid	816.6	7,120.0
Est. of 14% Increase in CPI for		
Anchorage		
(692.8)(5%)(6) + (692.8)(1.09)(5%)(6)	434.3	-
(6876.5)(5%)(6) + (6876.5)(1.09)(5%)(6)	-	4,311.6
Total Estimate of Item to be Paid	<u>1,250.9</u>	<u>11,431.6</u>
	<u>12,682.5</u>	
Total Cost of Contract	16,515.5	
Appropriation	<u>13,196.4</u>	
Unfunded	3,319.1	

ARTICLE	TITLE	PAGE
	PREAMBLE	
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3	NONDISCRIMINATION	2
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PREAMBLE

The Articles contained herein constitute an Agreement between the State of Alaska, hereinafter referred to as the Employer, and the Confidential Employees' Association, hereinafter referred to as CEA.

WITNESSETH THAT

Whereas, the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the Agreement, relating to employees of the Employer represented by the CEA as defined in Article II of this Agreement and to the salaries, wages, hours and other terms and conditions of employment of such employees and the parties desire to reduce the Agreement to writing. Now therefore, in consideration of the mutual promises hereinafter set forth the parties hereto agree as follows:

ARTICLE 1

POLICY AND PURPOSE

The purpose of the Employer and the CEA in entering into this Agreement is to set forth their Agreement on salaries, wages, hours of work, and other terms and conditions of employment so as to promote orderly and peaceful relations with the employees, to achieve the highest level of employee performance consistent with safety, good health, and sustained effort in the best interest of the State.

ARTICLE 2

RECOGNITION

The Employer recognizes the CEA as the exclusive representative of all permanent, probationary, provisional and temporary employees in the Confidential Bargaining Unit and as the sole collective bargaining agent for the purpose of acting for the employees in negotiating salaries, wages, hours and other terms and conditions of employment.

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any dispute by an employee or CEA of alleged violation by the Employer of this Agreement.

The Employer may hire temporary employees for positions similar in duties and requirements to positions in the bargaining unit. A temporary employee can be employed for nine (9) months or less in any twelve (12) month period. A temporary employee is not entitled to personal leave, holidays, health and accident insurance, retirement benefits or unit-voting privileges.

ARTICLE 3

NONDISCRIMINATION

I. The Employer will not interfere with, restrain or coerce employees because of membership or lawful activity in the CEA, nor for the purpose of discouraging membership in the CEA will it discriminate in respect to hire, tenure of employment or any term or condition of employment.

II. CEA agrees that there shall be no discrimination against any employee or CEA member because of race, religion, color, national origin, age, sex, handicap or political affiliation.

ARTICLE 4

CEA SECURITY

I. MEMBERSHIP: Employees covered under this Agreement will not be required to become a member of CEA as a condition of their employment, and there shall be no discrimination against an employee because of his membership or nonmembership in CEA. Employees may or may not join CEA at their discretion.

II. NEGOTIATIONS: The Employer will not negotiate or handle grievances with any employee organization other than CEA with reference to terms and conditions of employment of employees in the Confidential Unit. When individuals or organizations other than CEA request negotiations or handling of grievances, they will be advised by the Employer to transmit their request to CEA.

III. AGENCY SHOP: All employees shall, as a condition of continued employment, either become a member of CEA and pay CEA dues or pay an agency fee to CEA equal to the amount of CEA dues assessed against all CEA members. Payment of CEA dues or agency fees shall commence within thirty (30) days after the effective date of this Agreement or within thirty (30) days after the date of hire, whichever is later.

IV. CHECKOFF AND DEDUCTIONS: Employees who desire to have dues or fees deducted from their pay and have those funds paid to CEA shall authorize such payroll deductions by executing a check on a form supplied by CEA. The President of CEA shall notify the Director of Personnel in writing of any decrease or increase in authorized dues or fees deductions. The Employer shall then make appropriate changes in payroll deductions without further notice. The Employer shall remit the employee authorized deductions to the Treasurer of CEA by the thirtieth (30th) of the month following issuance of the payroll warrant, together with a list of the names of the employees from whose pay the deductions were made.

V. LISTS: The Employer shall furnish to CEA a list of employees and their addresses covered under the Agreement twice yearly at no cost to CEA. The Employer shall furnish to CEA lists of employees and their addresses at other reasonable times on request from CEA. CEA will pay the costs of such additional lists. CEA shall receive, without charge, a monthly computer printout which lists the names of employees and which indicates whether or not an employee has a payroll deduction for dues or fees.

VI. MEETINGS: Where there is appropriate available meeting space in buildings owned or leased by the Employer, this space may be used for meetings by CEA, provided that a request is approved in advance pursuant to the rules of the department or agency concerned.

VII. REPRESENTATIVES: CEA shall be allowed one (1) representative for every twenty-five (25) permanent or probationary employees or fraction thereof.

The CEA shall inform the Director of Personnel in writing of the names of its representatives who are accredited to represent it. The representative shall be permitted reasonable time to present grievances on the Employer's premises without loss of time or pay during their regular working hours.

ARTICLE 5

CONCLUSION OF COLLECTIVE BARGAINING

It is understood that this Agreement contains the agreement of the parties as to all existing matters subject to collective bargaining during the life of this Agreement. However, nothing contained herein shall be interpreted as precluding the right of the parties by mutual agreement to negotiate on matters which develop after entering into this Agreement.

Any additions, deletions, or changes which are negotiated during the life of this Agreement shall be in the form of an addendum or memorandum of understanding and shall become a part of this Agreement.

ARTICLE 6

MANAGEMENT RIGHTS

It is recognized that the Employer retains the right, except as otherwise provided in this Agreement, to manage the affairs of the State and to direct its workforce. Such functions of the Employer include, but are not limited to:

I. recruit, examine, select, promote, transfer and train employees of its choosing, and to determine the methods of such actions;

II. assign and direct the work; develop and modify class specifications as well as assignment of the salary range for each classification, and allocate positions to those classifications; determine the methods, materials and tools to accomplish the work; designate duty stations and assign employees to those duty stations;

III. reduce the work force due to lack of work, funding or other cause consistent with efficient management; discipline, suspend, demote, or dismiss employees for just cause;

IV. establish reasonable work rules; assign the hours of work and assign employees to shifts of its designation. All of the functions, rights, powers and authority of the Employer not specifically abridged, delegated or modified by this Agreement are recognized by CEA as being retained by the Employer.

ARTICLE 7

SUPERSEDING EFFECT OF THIS AGREEMENT

If there is any conflict between the terms of this Agreement and any personnel memoranda or rules of the merit system, the terms of this Agreement shall supersede those memoranda or rules in their application to the bargaining unit.

ARTICLE 8

WORKING RULES

I. The normal work week shall consist of thirty-seven and one-half (37.5) hours, Monday through Friday, with due allowance for authorized holidays and leaves of absences with pay.

II. The parties agree to continue the Fair Labor Standards Act guidelines for determination of overtime eligibility of classified employees in the bargaining unit. With reference to the employees not covered under the Fair Labor Standards Act the Employer agrees to comply with rules promulgated under Personnel Rule 7.052. The Employer agrees that employees covered under the Fair Labor Standards Act shall be paid overtime for all work in excess of seven and one-half (7.5) hours in any one day, and thirty-seven and one-half (37.5) hours in any one week Sunday midnight through Sunday midnight, at the rate of one and one-half (1.5) times the hourly base salary.

III. A lunch period of not less than thirty (30) minutes or more than one (1) hours shall be allowed, at the discretion of management approximately midway of each shift.

IV. All employees shall be allowed one (1) relief break of fifteen (15) minutes in duration during the first (1st) half of a shift and of fifteen (15) minutes in duration during the second (2nd) half of the shift.

V. All hours worked on a holiday shall be considered as overtime hours. Employees eligible for overtime compensation in accordance with Section II above shall be compensated at the rate of one and one-half (1.5) times the hourly base salary in addition to the applicable base salary for that holiday. Holidays recognized are:

- A. The first of January - New Years Day
- B. The 12th of February - Lincoln's Birthday
- C. The third Monday in February - Washington's Birthday
- D. The last Monday in March - Seward's Day

- E. The last Monday in May - Memorial Day
- F. The Fourth of July - Independence Day
- G. The first Monday in September - Labor Day
- H. The 18th of October - Alaska Day
- I. The 11th of November - Veterans Day
- J. The fourth Thursday in November - Thanksgiving Day
- K. The 25th of December - Christmas Day
- L. Every day designated by law, public proclamation by the President of the United States or the Governor of the State as a legal holiday.

If a recognized holiday falls on Sunday then the following Monday shall be a holiday and if the recognized holiday falls on Saturday then the preceding Friday shall be a holiday.

VI. Compensable overtime shall be distributed as equally as is practical among employees in the same general classification within each department. A record of actual compensated overtime hours worked by the employee will be maintained and made available for reasonable inspection by appropriate CEA representatives with prior approval of the employee.

VII. Employees who regularly work a swing shift beginning between 12:00 noon and 7:59 p.m. are entitled to a one-step increase over their normal pay. Employees who regularly work a graveyard shift beginning between 8:00 p.m. and 3:59 a.m. are entitled to a two-step increase over their normal pay.

VIII. The parties recognize that it is necessary from time to time to recall employees to the job outside their normal working hours. The parties agree that all hours worked outside the scheduled shift as the result of recall, shall be considered overtime hours. All employees are subject to recall and CEA specifically acknowledges that an employee obligation exists.

IX. When employees are ordered to remain home, or periodically report their whereabouts and be available for immediate recall, their names shall be placed on a standby roster. An amount equal to ten (10) percent of seven and one-half (7.5) times the employee's hourly base salary will be paid to an employee who is assigned to a standby roster for each calendar day or portion of a calendar day of such assignment. The daily rate of compensation shall include geographic and shift pay as may be appropriate.

X. An employee required to work a double shift shall not be required to work in excess of sixteen (16) hours within one twenty-four (24) hour period except in an emergency which has been caused by events beyond the control of the Employer.

ARTICLE 9

PERSONAL LEAVE

It is understood that from and after the date of the signing of this Agreement personal leave shall be earned and used in lieu of all sick and annual leave except as specified in this Article. Employees who, as of the day prior to the signing of this Agreement have annual leave earnings credited to their State annual leave accounts shall, coincidental with the signing of this Agreement, have the annual leave balances transferred to their personal leave account.

I. RATE OF ACCRUAL: An employee who has permanent and/or probationary status shall accrue personal leave as follows:

A. Two (2) working days for each full monthly pay period if the employee has less than two (2) years of service.

B. Two and one-quarter (2 1/4) working days for each full monthly pay period if the employee has more than two (2) but less than five (5) years of service.

C. Two and one-half (2 1/2) working days for each full monthly pay period if the employee has more than five (5) but less than ten (10) years of service.

D. Three (3) working days for each full monthly pay period if the employee has more than ten (10) years of service.

In determining years of service for the purpose of computing personal leave, all service with the Territory and State of Alaska is included.

II. CHANGES OF ACCRUAL RATE: All accrual rate changes shall become effective the first day of the pay period following the pay period in which the employee completes the service requirement and becomes eligible for the higher accrual rate.

III. SICK LEAVE BANK: Employees who, as of the day preceding this Agreement have sick leave earnings credited to their State sick leave accounts, shall, coincidental with the signing of this Agreement have such earnings transferred to a sick leave bank.

A. From the date of signing of this Agreement until December 31, 1975, the employee may draw upon a maximum of fifteen (15) days or the balance

in the sick leave account on date of signing, whichever is less. Such leave is to be used consistent with the Personnel Rules governing the use of sick leave. Any unused portion of the fifteen (15) days or lesser amount shall be returned to the sick leave bank.

B. There will be no further additions to the sick leave bank and the balance can be authorized for use only for those purposes consistent with Personnel Rules regarding the use of sick leave and only after the personal leave balance has been exhausted.

IV. UTILIZATION AND DISPOSAL: Personal leave shall be used for any and all purposes for which sick and/or annual leave has heretofore been used. Personal leave requests require the prior approval of the supervisor except in the case of illness or injury to the employee. Employee requests shall be given full consideration and to the extent practicable approved. However, the parties agree that the final decision with regard to approval or disapproval of any request will be based on the supervisor's evaluation of the needs of the job. In an absence due to illness or injury, the supervisor may require a physician's certificate.

Personal leave accrued but not used shall accumulate until separation, however, at least five (5) days of personal leave must be used each full calendar year.

If the employee is denied the use of these five (5) days, or a portion thereof, the employee shall be entitled to payment for the unused portion. This payment shall be at the rate of one and one-half (1.5) times his hourly rate and shall be included in the first (1st) regular monthly pay following the close of the calendar year in which the denial occurred. The period of time for which payment is made will be deducted from the personal leave balance. It is understood that should the employee take no action to schedule the five (5) days leave the State may direct that he take personal leave at any time to satisfy the five-day requirement.

V. SEPARATION: An employee shall receive a lump-sum payment upon separation from State service. The lump-sum payment shall equal the compensation that the employee would have received if he had remained in the service until the expiration of the period of unused personal leave. The sick leave bank balance shall be automatically cancelled without pay.

VI. MOVEMENT FROM THE UNIT: If an employee transfers to a position outside the bargaining unit without break in service, he shall be credited with up to sixty (60) days annual leave in his new position by virtue of transfer of personal leave earnings. Any personal leave remaining after the transfer of sixty (60) days to annual leave shall be transferred along with any banked sick leave into the sick leave account in the new position.

ARTICLE 10

TIME OFF TO VOTE

The Employer shall provide reasonable and necessary time off for employees covered by this Agreement to vote in local, municipal, borough, State, Federal, and special elections; provided that the employee is unable, in the view of the Employer, to vote outside working hours.

ARTICLE 11

DEMOTIONS, SUSPENSIONS AND DISMISSALS

I. Demotions, suspensions of more than three (3) days and dismissals shall conform to applicable law and rules, provided that the Employer shall normally furnish CEA and the employee with written notice thereof prior to taking any such action.

II. Employees shall not directly or indirectly exploit their connection with the Employer through any outside business activities. No employee shall disclose any confidential information pertaining to the Employer's business. Violation of this section shall be deemed sufficient cause for immediate disciplinary action.

ARTICLE 12

TRANSFERS, PROMOTIONS AND DEMOTIONS

I. An employee who is refused certification from or to an eligible list or whose name is removed from an eligible list shall be notified of such action by written notice and explanation from the Division of Personnel for the reason of removal. An employee may have his name placed on the transfer list by submitting the proper forms to the Division of Personnel; this does not necessitate the approval of the employee's supervisor.

II. An employee who has served one-half (1/2) or more of the time required to be considered for his next merit increase step shall, upon promotion to a position in a higher salary range, have his new salary fixed at step A of the higher range or such other step as will provide an increase of two steps, whichever is greater.

III. An employee who is demoted for just cause or receives a voluntary demotion shall enter the new range at the same step as the step occupied in the higher range or at such other step approved by the Director of Personnel.

IV. Vacancies within the unit shall be filled by promotions from within whenever practicable and in the best interest of the State and shall be by competitive examination. In considering promotions, employee qualifications, performance record, length of service, and conduct shall be evaluated.

ARTICLE 13

SETTLEMENT OF DISPUTES

There shall be no strikes, lockouts, or stoppages of work during the term of this Agreement, it being the intent of the Employer and the CEA that all disputes be settled in accordance with the provisions of this Agreement.

In handling a grievance or dispute, an employee may individually or with his representative present the grievance or dispute to the employee's supervisor. The supervisor shall give an answer within twenty-four (24) hours of presentation.

In the event the employee's grievance or dispute is not settled by the above procedure or a controversy or dispute arises out of the interpretation of the Agreement a conference shall be arranged between the CEA and the Employer, each to appoint one (1) representative with full authority to settle such grievance, controversy or dispute.

In the event such representatives cannot agree within five (5) days the controversy or dispute shall be referred to a Board of Arbitration to be composed of three (3) members: one member to be designated by the Commissioner of the Department of Administration; one member to be designated by the CEA; and the third member (not affiliated with the CEA and not employed by the State of Alaska) to be selected by the first two (2) members. In the event that the first two (2) members cannot agree on a third within a period of seven (7) days they shall then jointly petition the United States Federal Mediation and Conciliation Service and request that a panel of five (5) qualified arbitrators be designated from which the third member shall be selected by alternately striking names from the panel; the party demanding arbitration shall strike the first name.

The award of the Board which shall be made within thirty (30) days shall be final and conclusive and binding upon the Employer and the CEA.

The Board shall not be empowered to rule contrary to, to amend, to add to, or to eliminate any of the provisions of this Agreement.

Expenses incident to the services of the arbitrator shall be borne entirely as designated by the arbitrator. The arbitrator shall assign such expenses to the losing party. If in the opinion of the arbitrator neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable.

It is agreed that the above procedure shall be the sole method of settling disputes, differences or controversies arising between CEA or an employee and the Employer.

ARTICLE 14

CLASSIFICATION AND WAGES

Effective 16 August, 1974, the following monthly salary schedule is approved as the basic pay plan for employees subject to this Agreement.

STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	(LONGEVITY INCREMENTS OF FINAL STEP)			
						J 737	K 765	L 795	M 825
			737	760	784	813	843	875	908
	737	760	784	808	834	865	898	931	966
760	784	808	834	860	888	921	956	991	1029
808	834	860	888	916	945	981	1017	1056	1095
860	888	916	945	977	1008	1045	1085	1125	1168
916	945	977	1008	1041	1075	1116	1158	1201	1246
977	1008	1041	1075	1116	1158	1201	1246	1293	1342
1041	1075	1116	1158	1201	1246	1293	1342	1392	1445
1116	1158	1201	1246	1293	1342	1392	1445	1499	1555
1201	1246	1293	1342	1392	1445	1499	1555	1613	1673
1293	1342	1392	1445	1499	1555	1613	1673	1736	1801
1392	1445	1499	1555	1613	1673	1736	1801	1869	1939
1499	1555	1613	1673	1736	1801	1869	1939	2011	2087
1613	1673	1736	1801	1869	1939	2011	2087	2165	2246
1736	1801	1869	1939	2011	2087	2165	2246	2331	2418
1869	1939	2011	2087	2165	2246	2331	2418	2508	2603
2011	2087	2165	2246	2331	2418	2508	2603	2700	2802
2165	2246	2331	2418	2508	2603	2700	2802	2907	3016
2331	2418	2508	2603	2700	2802	2907	3016	3128	3246
2508	2603	2700	2802	2907	3016	3128	3246	3368	3494
2603	2700	2802	2907	3016	3128	3246	3368	3494	3625
2700	2802	2907	3016	3128	3246	3368	3494	3625	3761
2802	2907	3016	3128	3246		3368	3494	3625	3761

I. COST OF LIVING ADJUSTMENT: If the Consumer Price Index for Anchorage, published by the Bureau of Labor Statistics, rises more than three (3) percent between 1 July, 1974, and 31 December, 1974, the Employer shall adjust the salary schedule of this Article so that the basic pay plan shall be increased effective 16 February, 1975, as shown below in the Consumer Price Index Table.

CONSUMER PRICE INDEX TABLE

Consumer Price Index Anchorage Increase Percent	Salary Schedule Increase Percent
at least 3.5% but less than 4.5%.....	1
at least 4.5% but less than 5.5%.....	2
at least 5.5% but less than 6.5%.....	3
at least 6.5% but less than 7.5%.....	4
at least 7.5% but less than 8.5%.....	5
at least 8.5% but less than 9.5%.....	6
at least 9.5% but less than 10.5%.....	7

If the Consumer Price Index increases 10.5% or more, the basic pay plan shall be increased consistent with the above progression.

ARTICLE 16

TRAVEL AND PER DIEM

II. PAY STEP DIFFERENTIALS BY GEOGRAPHIC AREAS: The following pay step differentials are approved as an amendment to the basic pay plan provided for in this Article.

I. BASIC PER DIEM:

The Employer shall provide, as appropriate, the following per diem allowances for employees covered by this Agreement while traveling on official State business in accordance with the schedule below:

Per Diem Allowances
For Employees Who Obtain Overnight Lodging

House Election District#	Steps Above Basic Per Diem	Percent Factor	Short-Term** Per Diem Rate	Long-Term Rate (60% of Short-Term)
0 *	0	100.00	\$35.00	\$21.00
1	0	100.00	35.00	21.00
4	0	100.00	35.00	21.00
8	0	100.00	35.00	21.00
2	1	103.75	36.00	21.60
3	1	103.75	36.00	21.60
7	1	103.75	36.00	21.60
5	2	107.50	38.00	22.80
9	2	107.50	38.00	22.80
10	2	107.50	38.00	22.80
11	2	107.50	38.00	22.80
16-S	3	111.25	39.00	23.40
6	4	115.00	40.00	24.00
12	7	126.25	44.00	26.40
13	7	126.25	44.00	26.40
10	7	126.25	44.00	26.40
14	8	130.00	46.00	27.60
19	8	130.00	46.00	27.60
15	9	133.75	47.00	28.20
16-N	9	133.75	47.00	28.20
17	9	133.75	47.00	28.20

The Election districts used are those designed by the proclamation of Reapportionment Redistricting of December 7, 1961, and retained for the House of Representatives by proclamation of the Governor September 3, 1965.

ARTICLE 15

INSURANCE

The parties agree that all insurance programs now provided by the State for all employees will continue in effect.

It is further agreed that any additional insurance programs developed for all employees during the term of this contract will be provided to the Confidential Employees Association as part of this Agreement.

Representative Names	House Election District	Steps Above Basic Pay Plan
Ken-Prince of Wales	1.....	0
Ell-Petersburg	2.....	1
	3.....	1
	4.....	0
Crat-Lynn Canal	5.....	2
va-Valdez	6.....	4
-Wasilla	7.....	1
age	8.....	0
	9.....	2
Cook Inlet	10.....	2
	11.....	2
an Islands	12.....	7
l Bay	13.....	7
	14.....	8
Kuskokwim	15.....	9
nks	16a(South of Arctic Circle).....	3
ukon	16b(North of Arctic Circle).....	9
-Kobuk	17.....	9
	18.....	7
ampton	19.....	8
c Alaska.....	minus 6

The Election Districts used are those designated by the Proclamation of Reapportionment Redistricting of December 7, 1961, and retained for the House of Representatives by proclamation of the Governor September 3, 1965.

II. NONCOMMERCIAL RATES: Noncommercial rates lower than those amounts set forth in Section I may be established in accordance with the May 1970, provisions of Section 7640.3 of the "State Administrative Manual".

III. HIGHER RATES: Whenever the Commissioner of Administration finds that the rates set forth in Section I are not adequate to obtain lodging and meals in any community, he will increase the per diem allowance for that community.

IV. MEAL ALLOWANCES: A meal allowance will be allowed an employee who is on travel status for at least three (3) hours:

<u>Time</u>	<u>Meal</u>	<u>Allowance</u>
Midnight to 10:00 A.M.	Breakfast	\$2.50
10:00 A.M. to 3:00 P.M.	Lunch	\$3.50
3:00 P.M. to Midnight	Dinner	\$6.00

V. REIMBURSABLE TRAVEL EXPENSES: Whenever an employee is required to change his place of residence because of a change of assignment, promotion or other reason related to his duties, he shall be reimbursed for transportation expenses as follows:

A. Tourist class airfare for the employee, and his dependents or sixteen (16) cents per mile for driving each family-owned car which-over is used.

B. A standard per diem for the employee, a \$15 per diem for his spouse, and a \$10 per diem for each of his other dependents while enroute. Upon arrival at the new duty station, the employee, his spouse and his dependents are entitled to per diem at the same rate as for per diem while enroute for not more than ten (10) days while the employee is seeking permanent housing.

C. When applicable, a ticket for transportation on the State Ferry System.

D. The Employer may authorize the payment of travel and per diem to secure housing prior to the change in duty station. Such authorization, however, will be made only if the change in duty station is at the request of the Employer.

VI. REIMBURSABLE MOVING EXPENSES: Employees shall be reimbursed for moving expenses under Section 7676 (3) of the "State Administrative Manual" at the rate of sixteen (16) cents per mile.

VII. PRIVATELY OWNED AUTOS: Under Section 7622 of the "State Administrative Manual" employees shall be reimbursed at the rate of sixteen (16) cents per mile.

ARTICLE 17

LEAVE FOR NEGOTIATIONS

A maximum of six (6) employees who are chosen or elected to represent employees covered under this Agreement will be considered in work status, during normal working hours, for each day of travel to and from the place of bargaining and for each day spent in the bargaining process.

ARTICLE 18

PRINTING OF AGREEMENT

The Employer agrees to print and distribute copies of this Agreement at its own expense. Each employee covered under this Agreement shall receive one (1) copy and CEA Headquarters shall receive ten (10) copies.

ARTICLE 19

PERSONNEL FILES

An employee will have access to his personnel file or files. Before any notation derogatory to any employee is placed in his files the employee will be given a written statement of the notation. Secret files will not be kept on any employee.

ARTICLE 20

SAFETY EQUIPMENT

It shall not be a violation of this Agreement nor grounds for dismissal if an employee refuses to work on an unsafe job, provided the job is found to be unsafe by the Alaska Department of Labor. Any safety equipment required by AS 18.60 to make a job safe shall be supplied by the Employer. The Employer shall abide by AS 18.60 standards.

Disciplinary action shall not be taken under this Article until the Department of Labor has made a finding on safety. If the Department of Labor finds the job to be safe, and in the remote possibility that subsequent disciplinary action is taken, the employee shall have recourse to the established settlement of disputes procedure.

ARTICLE 21

PARKING

Every effort will be made to provide reserved parking spaces for employees who are handicapped with respect to walking capability. If spaces are available, they will be assigned as near as practical within close proximity to the employee's working area. In those areas where the parking spaces are assigned specifically to the bargaining unit handicapped employees, the number and location of bargaining unit spaces will not be modified or changed before consulting with CEA.

ARTICLE 22

RETIREMENT

The Employer agrees that the retirement benefit formula shall be two (2) percent for all service rendered. These benefits shall be accorded to all employees already in retirement status, who would have been classified as confidential employees, and to all other members upon retirement. As to those employees already retired, the two (2) percent formula benefits shall commence on 1 July, 1974. Employee contributions shall not be increased.

ARTICLE 23

OUTSIDE CONTRACTING

It is the policy of the Employer that the services of an outside contractor will not be utilized in any of the positions covered by this Agreement;

In no event shall employees be laid off and have their work performed by an outside contractor.

This policy shall not affect the right of the Employer to continue arrangements currently in effect.

ARTICLE 24

SAVINGS CLAUSE

I. In the event that now or hereafter there is any state or federal law or any directive, order, rule or regulation made pursuant thereto, which is in conflict with any provision or provisions of any agreement between the parties, the same shall supersede such provision or provisions and thereafter shall govern and control the relations and conduct of the parties so long as such law, directive, order, rule or regulation shall remain in force and effect. In the event that this or any other agreement existing between the parties hereto, now or thereafter requires the approval of any government authority before becoming effective, the same will and shall be subject to such approval. Furthermore, it is mutually agreed that within thirty (30) calendar days after such provision or provisions become unlawful, the parties shall meet to discuss a modification of such provision or provisions to comply with the law. In all other respects, the provisions of this Agreement shall continue in full force and effect for the duration of this Agreement.

II. In the event of any conflict between this Agreement and any law, the terms of this Agreement supersede all laws, rules, regulations and orders in their application to the bargaining unit.

Waiver: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that this Agreement is the entire Agreement and includes all collective negotiations during its term.

III. MERIT PRINCIPLES: The parties agree that it is their mutual intent to strengthen the merit principles in the bargaining unit and shall use all due diligence to maintain merit principles among the employees of the unit.

ARTICLE 25

TRAINING

The Employer and CEA agree that training programs shall be instituted to help all employees acquire the knowledge, skills and attitudes needed to perform the work most effectively to the end that there is increased efficiency, economy and capability for advancement.

Management Days: There shall be set aside two (2) days each year, to be selected by the Employer within the normal work week, for all unit members to meet for the purpose of management training and fostering of improved management principles in the State System.

The agenda and content of such meetings shall be developed by the Employer and shall exclude CEA business.

ARTICLE 26

DURATION OF AGREEMENT

This Agreement shall become effective upon the date it has been signed by both parties and shall remain in effect until December 31, 1975. It shall be renewed from year to year unless either party gives written notice forty (40) to forty-five (45) days prior to December 31, 1975, or any year thereafter of its desire to amend or modify this Agreement.

By December 1, 1974, the parties shall re-open negotiations relating to salaries, wages and fringe benefits.

Signed this 16th day of October, 1974

at Juneau, Alaska

For the State of Alaska:

Michael Stine
Governor Wilson

For the Confidential Employees Association:

Tom Adams
Ray Allen
Betty Engman

Letter of Understanding No. 1

between

State of Alaska

and

Confidential Employees Association

It is mutually agreed by the Employer and the Association relative to Article 14, Classification & Wages, that as soon as practicable:

1. The State of Alaska will engage an independent consultant to conduct a study of all classification pay rates and individual positions within the bargaining unit represented by CEA. Such consultant will present a report of their recommendations to the Employer and the Negotiating Committee of CEA with findings to be binding on both parties. It is understood that any modifications of the recommendations of the consultant shall be made only through mutual consent of the Employer and the negotiating team of CEA.
2. The Employer shall select the consultant after consultation with CEA, to perform the study and report. A meeting will be scheduled with the Employer, consultant and members of the CEA Negotiating Committee for the purpose of discussion relative to the factors to be considered during the process of such study to provide the opportunity for the CEA Negotiating Committee to present their recommendations.
3. Should the job classifications expressly excluded by the Labor Relations Agency relative to the formation of the bargaining unit be considered for inclusion in the existing unit during the life of this Agreement, a study of such jobs would be conducted at the time of inclusion in the unit.

Any classification actions or salary range changes resulting from the findings of this classification study shall be effective July 16, 1974. In cases of reclassification downward Personnel Rule 9 02.152 shall apply.

This Letter of Understanding is effective the date of signing.

For the State of Alaska:

For the Confidential Employees
Association:

[Signature]

[Signature]

Signed this 16 day of October, 1974, at Juneau, Alaska.

SOUTHEAST AGREEMENT

Between

STATE OF ALASKA
DEPARTMENT OF PUBLIC WORKS
Operating
ALASKA STATE FERRIES

And

INLANDBOATMEN'S UNION OF THE PACIFIC

Rule 1 - Scope

1.01 The rules contained herein constitute an agreement between the STATE OF ALASKA, hereinafter referred to as the Employer, and the INLANDBOATMEN'S UNION OF THE PACIFIC, representing the deck, stewards department, pursers and engine room personnel hereinafter referred to as the Union, governing wages, hours and the conditions of employment on the ferries operated by the State of Alaska.

1.02 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respects to any subject or matter not removed by law from the area of collective bargaining and that this Agreement is the entire Agreement and includes all collective negotiations during its term. It is mutually understood that there is no desire on the part of the Union to dictate the business policies of the Employer but when the Employer contemplates a change in policy affecting the welfare of the employee, proper and reasonable notice shall be given to the Union.

Rule 1 - Scope (Continued)

1.03 Any additions, deletions or changes which are negotiated during the life of this agreement shall be in the form of an amendment or addendum and shall become a part of this agreement. Interpretation of clarification of provisions of the agreement shall be set forth in memorandums of understanding.

Rule 2 - Recognition

2.01 The Employer recognizes the Union as the representative of all employees as classified herein, and as the sole collective bargaining agency for the purpose of acting for the employees in negotiating and interpreting this agreement and adjusting disputes.

Rule 3 - Preferential Hiring

3.01 The Employer recognizes that the Union is the normal source of obtaining new employees. If called upon to do so, the Union agrees to furnish the Employer qualified and satisfactory personnel for any classification covered by this Agreement.

3.02 The Employer may employ from any source he chooses, including the unions, but shall give preference to applicants who are residents of Alaska and/or who have been previously employed in the industry, provided such applicants have held themselves continually available for employment. The employer shall confer with the Union as to the availability of applicants before hiring.

Rule 4 - Rejection of Applicants

4.01 In manning vessels or in filling vacancies, the Employer may reject any applicant for a position whom he feels is unsatisfactory. If the Union feels that any rejection of an applicant who is a current employee of the Employer has been unjust and has worked a hardship on the employee involved, the Union shall have the right to review the case in behalf of the applicant.

4.02 Pre-employment physicals may be required.

Rule 5 - Union Membership

5.01 All employees covered by this Agreement shall, within thirty-one (31) days after employment with the Employer, be or become members of the Union and shall thereafter as a condition of employment tender the dues and initiation fees uniformly required as a condition of membership, and the Union agrees to accept all such employees for membership.

5.02 The Union may issue temporary work permit to non-members who may be employed, and consider and accept applications of such employees for membership, if the industry, in the judgment of the Union and Employer, can employ them with some degree of regularity.

5.03 The Union shall advise the Employer in writing the amount of its initiation fee and monthly dues as duly adopted by its membership. The Employer, with the written consent of the employee, shall deduct from the monthly pay of each employee covered by this Agreement such fee or dues for the preceding month and remit the amount monthly to the Treasurer or other officer of the Union as may be designated by the Union.

Rule 6 - Discrimination

6.01 The Employer agrees not to discriminate against any employee for their activity in behalf of, or membership in, the Union.

6.02 The Employer and the Union agree that there will be no discrimination against any employee or applicant for employment because of race, creed, sex, color or national origin. This non-discriminatory policy will include but not be limited to the following: Employment, upgrading, demotion or transfer, lay-off or termination, rates of pay or forms of compensation, recruitment or recruitment advertising, and selection for training, including apprenticeship.

6.03 All references herein to the male gender will also include the female gender.

Rule 7 - Crew Requirements

7.01 The minimum crewing requirements for each vessel shall be in accordance with the Certificate of Inspection under which the vessel is licensed to operate and the certificates of all vessels covered by this Agreement are made a part hereof by reference.

7.02 The Employer grants the right to the Union to discuss crewing and crew space during planning and design stages before new vessels are acquired, constructed or existing vessels converted.

7.03 The Employer and the Union agree that every effort will be made to crew the vessels of the Employer with proper complement of personnel. A minimum roster will be prepared by the employer listing minimum crews. When any vessel is not manned with the complement of crew personnel as shown on the minimum roster; the wages of the missing crew member or members shall be divided equally among the employees of the same classification performing the work of the missing crew member or members. The Steward Departments crewing requirements fluctuate in direct relationship to traffic. If it is necessary that an employee must work on off duty hours due to the missing crew member or members, the employee shall be paid overtime for this work.

7.04 The parties to this agreement adopt the concept of mutual interest in operational changes resulting in changes in wages, hours and working conditions of employees. Therefore, there shall be established, a labor management committee comprised of representatives from both labor and management who will meet periodically for the purpose of discussing changes, making recommendations, conducting studies, reviewing contract requirements

Rule 7 - Crew Requirement (Continued)

and making recommendations as to changes mentioned above. The initial meeting will take place within thirty (30) days of the signing of this agreement at which time the committee will adopt rules, regulations and procedures for permanent operations. This procedure will be subject to review annually on the anniversary date of this contract.

Rule 8 - Health and Safety

8.01 The health and safety of employees shall be reasonably protected. The Employer agrees that on vessels where subsistence and quarters are provided, that white sheets, pillow slips, mattresses, mattress covers, blankets and soap shall be furnished to insure sanitary and healthful conditions. Employees shall be responsible for and turn in soiled furnishings before issued a clean supply. The mattresses and blankets of all crew members shall be cleaned as needed and replaced as required.

8.02 Annual employee physicals may be required by the employer to be performed by a Doctor of the employers choice and at the expense of the employer.

8.03 The employer will provide advanced first aid training to selected vessel personnel in the interest of passenger safety.

8.04 There shall be safety meetings called by the master of the vessel, of the safety committee including the union delegate and a representative of each department for the purpose of reviewing safety practices and programs at least once each month.

8.05 It shall not be a violation of this agreement nor grounds for dismissal if an employee refused to work on an unsafe job provided the job is found to be unsafe by the Marine Inspection division of the U.S.C.G. Disciplinary action shall not be taken until the U.S.C.G. has made a finding on safety.

Rule 9 - Maintenance and Cure

9.01 When any member of a crew of a vessel is entitled to daily maintenance it shall be at the rate of twenty dollars (\$20.00) per day. The Employer recognizes the contractual right of the Union to intercede in cases of dispute.

9.02 Round trip transportation to hospital will be furnished by the Employer, but application for transportation must be approved in advance, except in case of emergency.

Rule 10 - Compensation for Loss of Effects

10.01 Crew personnel will be reimbursed in cash for the loss of personal effects, instruments and equipment resulting from shipwreck, stranding, sinking, burning and collision of the vessel in the amount not to exceed three hundred dollars (\$300.00). Each individual must provide the owner with an itemized list of the individual's losses, including replacement value. Any disputed items will be settled in accordance with the rule of this Agreement dealing with Settlement of Disputes.

Rule 11 - Cash Allowance for Subsistence and Quarters

11.01 When subsistence and/or quarters are not furnished, crew members shall receive remuneration per the following schedule. This provision shall not apply to the home terminal when crew members are not working or required to be aboard. In the event that per diem payments to State employees are increased during the life of this Agreement, the above sums for subsistence and quarters will be proportionately increased to match the State per diem figure on the same effective dates.

<u>House Election District No.</u>	<u>Per Diem Rate</u>
0*	\$40.00
1	40.00
4	40.00
8	40.00
2	41.00
3	41.00
7	41.00
5	43.00
9	43.00
10	43.00
11	43.00
16-S	44.00
6	45.00
12	49.00
13	49.00
18	49.00
14	51.00
19	51.00
15	52.00
16-N	52.00
17	52.00

The Election Districts used are those designated by the Proclamation of Reapportionment Redistricting of December 7, 1961, and retained for the House of Representatives by proclamation of the Governor, September 3, 1965.

*House Election District "0" denotes any place not in Alaska.

Rule 12 - Relief Terminal and Free Passage

12.01 Change ports shall be Juneau and Ketchikan. The designated change port which most satisfactorily meets the needs of the employee for any given position, who has seniority over the employee's opposite, shall be the crew change port for said position. If deadheading is involved, the less senior employee will be obligated to "deadhead", or travel at the employee's own expense, to be available at the designated change port to relieve when scheduled to do so. All regularly assigned crews shall utilize only designated change ports unless specifically exempted in writing by the employer. It shall be the employee's responsibility to relieve as scheduled. Twenty-four hours advance notice to the Juneau or Ketchikan central offices shall constitute sufficient notice to waive the responsibility for any disciplinary action. When employees are permanently transferred at the employers directions to work assignments in Southwest Alaska from a Home Port within the Southeast system (or visa versa) reimbursements for actual moving expenses incurred shall be in accordance with the State travel regulations.

12.02 Employees who reside at any port of call of the Employer's vessels other than at their designated change port may "deadhead" aboard said vessels. During such passage the employee may take meals in the crew mess without charge. Berths will be furnished free of charge whenever possible but the employer shall not be penalized when such berths are not available. "Deadhead" passes can be secured through the Juneau Central Office or through the Purser when necessary.

Rule 12 - Relief Terminal and Free Passage (Continued)

The employer shall not be liable for travel and/or other expenses incurred by an employee "deadheading" to the employee's designated change port by means other than vessels of the system. The employer agrees to eliminate deadheading whenever and wherever possible, if no additional costs such as early call back or minimum guarantee are involved and if it is mutually agreeable between the Union and the Employer.

12.03 Employees who reside in or near one of the regularly designated change ports and have regularly assigned positions but are temporarily assigned duties which involve crew changes or work assignment at other than their regularly assigned change port will be paid travel pay and expenses to and from the temporary change port as provided for in Rule 12.04.

12.04 Employees referred to in Rule 12.03 will receive travel pay at straight time pay for each twenty-four (24) hour period, or part thereof, involved in traveling to the temporary change port, with a minimum of eight (8) hours per trip with a maximum of twelve (12) hours in any twenty-four (24) hour period, regardless of mode of travel involved. Travel pay time begins at airline check in time at the employee's designated change port or the scheduled departure time of the employer's vessel when necessary or directed to travel by vessel and ends upon arrival at the change port if not possible to go direct to the vessel. If possible to go direct to the vessel, travel time ends upon arrival at the vessel. When it is necessary to await arrival of the vessel, I.B.U. Rule 11, Cash Allowance for Subsistence and Quarters will apply.

Rule 12 - Relief Terminal (Continued)

Claims for Subsistence and Quarters and transportation not covered by Travel Request shall be made on form 13-444, Report of Travel Performed per State Regulations. Travel time will apply towards minimum guarantee and shall be included in straight time hours in determining when overtime may commence. The combination of actual travel time and work time will be computed at no less than eight (8) straight time hours nor more than twelve (12) straight time hours.

12.05 When an employee is temporarily relieving a regularly assigned employee who is on leave, regardless of type of leave, the relieved employee's change port shall be the relief employee's change port. Should the relieving employee have seniority over the regular opposite employee, the change port may be changed with the written approval of the Employer. When the employer specifically directs the time for vacation at its convenience, necessary transportation to the home port will be provided when required.

12.06 Employees who are not regularly assigned to any given vessel or position and are working in the capacity of "relief" on an as needed basis may deadhead to the assigned change port for the employee they are relieving but will not be paid air transportation, travel expenses or travel pay. This applies to regular change ports. Employees assigned as additional crew for shipyard maintenance, repair and assignments between Southeast and Southwest systems at other than regular change ports shall be covered under the provisions of Rule 12.04.

Rule 13 - Visitation

13.01 Authorized representatives of the Union shall be allowed to go on the Employer's property and on board vessels covered by the Agreement. The Employer will issue the duly accredited representatives a pass for such visits, and the Union agrees that the Employer is absolved from all claims resulting from any accident involving such representatives while on the property or on board vessels of the Employer. No individual or group of employees will be interrupted in their work without prior approval of the vessel captain.

Rule 14 - Settlement of Disputes

14.01 There shall be no strikes, lockouts, or stoppages of work during the term of this Agreement, it being the intent of the Employer and the Union that all disputes be settled in accordance with the provisions of this Agreement dealing with the settlement of disputes. It is understood that employees will not be required or expected to cross lawful picket lines which may be established by another union.

14.02 In the event of a controversy or dispute arising either out of the interpretation of this Agreement or because an employee considers himself unjustly treated, a conference shall be arranged immediately between the parties, each to appoint one (1) representative with full authority to settle such controversy or dispute.

14.03 In the event such representatives cannot agree within three (3) days the controversy or dispute shall be referred to a Board of Arbitration to be composed of three members: One member to be designated by the Commissioner of the Department of Public Works; one member to be designated by the Union, and the third member (not affiliated with the Union and not employed by the State of Alaska) be selected by the first two members. In the event that the first two members cannot agree on a third member within a period of five (5) days, then the Federal Mediation and Conciliation Service Panel shall designate a panel of five persons from which the third member shall be selected by the elimination of four persons by alternate challenges by each of the first two board members. The arbitrator shall not be empowered to rule contrary to, to amend, or add to, or to eliminate any of the provisions of this agreement. The award of the Board, which

Rule 14 - Settlement of Disputes (Continued)

shall be made within thirty (30) days, shall be final and conclusive and binding upon the Employer and the Union. The expense of the third Board member shall be borne equally by both parties.

14.04 Contract disputes arising on board ship or ashore which cannot be settled between the Union delegate and the employee and requires the intervention of a Union official and the employer must be in writing and submitted within 30 days from the date of the disputed action, with copies to the Union officials and the employer.

14.05 All disputes arising on board ship are to be referred to the IBU Ship Delegate. If the dispute or grievance cannot be settled on board ship a formal grievance shall be filed on the proper forms provided by the Union. In all cases the Ship Delegate will inform the immediate supervisor of the employee filing the grievance, the nature of the complaint, settlement expected. Should further action be required the Master is to be informed. All reasonable attempts to resolve the complaint aboard ship will be made. Master to be advised.

14.06 The Union reserves the right to take economic action at the termination of the contract if no agreement is reached.

Rule 15 - Working Conditions

15.01 Personnel shall perform all duties as assigned by their supervisors including duties previously designated as penalty work. The rates contained herein reflect compensation "in lieu of" penalty work (e.g., Engine Department 50¢ per hour, Deck Department 40¢ per hour, Steward and Purser Department 30¢ per hour which has been added to the rates). Where possible and practical, the employer will equalize the assignment of the former penalty work. This provision will be reviewed by the Union and the Employer at the conclusion of the first year of the contract.

15.02 Safe Work Practice

- (a) No lashing or unlashng of vehicles shall be done while the vessel is underway except for the safety of the vessel and its cargo.
- (b) All work inside the elevator or dumb-waiter shafts shall be assigned to at least two unlicensed personnel.
- (c) Oilers and wipers shall not work on ladders or staging when performing routine maintenance or sanitary work when the vessel is underway.
- (d) There shall be no painting, scraping, chipping or soogying from a ladder or scaffolding or any other contrivance needed which elevates the employee above the deck while the vessel is underway.
- (e) The Employer shall provide a safety net for all over the side painting when the vessel's at dock side.
- (f) No work shall be required to be performed on the ship's funnel or stack while main engines are in operation except in emergency.

Rule 15.02 Safe Work Practice (Continued)

(g) There shall be no inside painting without proper ventilation.

15.03 No ship painting, scaling or preparation for painting will be performed on Sunday or holidays, or before 6:00 a.m. and after 6:00 p.m. on weekdays.

15.04 Watchmen and porters shall not be required to do such work or other duties that are normally assigned to able bodied seamen or ordinary seamen. O.S. porter on crew on seasonal basis may also be required to handle lines.

15.05 (a) Oilers and Junior Engineers may be required to perform normal wiper duties on the M/V LeCONTE without the payment of overtime.

(b) All other Junior Engineers or oilers shall not be required to paint or soogy.

(c) Oilers may not be required to perform any maintenance work while on watch.

15.06 (a) Any employee may be temporarily assigned from one position to another of the same or lower classification in the same department without additional pay, providing the employee's earnings are not reduced below that which would have been earned on the employee's regular assignment. This rule does not apply when temporarily assigned due to temporary layoffs such as occur when vessels go into shipyard status.

(b) Stewards assigned to accomplish work normally performed by positions paid at a higher rate of pay shall be paid at the higher scale for all hours worked. Steward department personnel assigned to work at a higher classification for one or more hours shall be compensated at the higher rate of pay for all such hours worked.

Rule 15 - Working Conditions (Continued)

15.07 One employee from the deck department and one from the engine department on alternate basis and one employee from the steward department will do sanitary work in their respective areas in the crew's head, showers, and passage ways in crew's quarters and will be allowed two (2) hours during their regular work hours to perform this work.

15.08 Each crew shall have a designated union delegate to check overtime and any pay discrepancies and to handle local minor disputes. Ships' delegates will be provided a copy of any office directive pertaining to changes to work rules or conditions of employment.

15.09 A minimum of three (3) deck personnel shall be assigned to headline and a minimum of two (2) employees shall be assigned to the sternline and to the springline (a total of seven (7) deck personnel), both in tying up and letting go, except at Prince Rupert. Additional deck personnel will be used at the discretion of the master.

15.10 Taking ship's bunkers, fuel oil, lube oil, and fresh water shall be the duties of the junior engineer and wiper.

15.11 No stripping or waxing shall be required on Sundays or holidays, except when a vessel has a lay-over of sufficient length to permit such work. Any employees required to perform such work shall have another day of the week (or the next week if the work is performed on the last day of the week) when no such work shall be required of them.

15.12 During the peak meal hours one (1) additional employee shall be assigned when required to assist the crew waiter.

Rule 15 - Working Conditions (Continued)

15.13 Crew members called out for the tie-up-and-let-go shall assist with loading and unloading and lashing of vans as necessary, and may be used for other duties as required except for painting and soogying.

15.14 Only sanitary work shall be performed on Sundays and holidays and between the hours of 6:00 p.m. and 6:00 a.m.

Such work shall consist of the following:

Cleaning pilot house and pilot house windows;

Cleaning crew's passageways;

Cleaning crew's head and showers;

Cleaning stair wells;

Hosing down car deck;

Dumping refuse buckets;

Sweeping and mopping floor plates;

Cleaning up loose oil.

This rule does not apply to persons engaged solely for the purpose of servicing the passengers or crew; nor employees engaged in work in connection with navigation, loading or unloading, tying up and untying the vessel, or normal duties performed by the junior engineer.

15.15 On going to Seattle for annual lay-up periods, crew members may arrange to trade with another crew member on another vessel providing no overtime or shortage pay shall be paid by the Employer for such trade and any such arrangement will be mutually agreed to in writing by the employees involved and the Employer. Reasonable advance notice shall be given those personnel affected.

Rule 15 - Working Conditions (Continued)

15.16 In the event pay checks are delayed, employees may be granted a Seaman's draw in an amount not to exceed 80% of the gross straight time wage due at the time of the draw.

Rule 16 - Shipyard and Terminal Work

16.01 When vessels are tied up and watches are broken such as at a shipyard or tie-up terminal, the regular crew members shall work a forty (40) hour work week. The change in work schedules from ship's watch time to shipyard or tie-up time shall occur at the nearest noon or midnight that the vessel leaves or enters service. During such periods, minimum guarantee as provided for in Rule 25 shall apply.

16.02 All time worked during a forty (40) hour work week assignment in excess of eight (8) hours per day or five (5) days of forty (40) hours a week shall be paid at the overtime rate of one and one-half (1 1/2) times the straight time rate of pay. In computing weekly hours, the ship's watch time on the 84 hour work week schedule and shipyard or tie-up time on the forty (40) hour week schedule shall not be combined. Upon leaving shipyard or tie-up status, overtime for sea time will commence after completion of the regular seven day (84) hour work week.

16.03 Any crew members assigned to vessels which are tied-up at shipyards or tie-up terminals who are working a forty (40) hour week performing repairs, maintenance work, maintaining heating, and maintaining ship's security over weekends may be assigned to work periods of five (5) consecutive days on duty and two (2) consecutive days off duty and will not receive overtime penalty pay as such for working Saturday or Sunday. If called back on their assigned days off, they will be paid at the overtime rate with a minimum of eight (8) hours. Assigned days off refer to the two (2) consecutive days off duty only.

Rule 16 - Shipyard and Terminal Work (Continued)

15.04 (a) On vessels with adequate or sufficient staterooms and numbers of crew quarters, all I.B.U. crew members assigned to vessel in shipyard or layup status will be assigned single occupancy quarters during the period.

(b) Crew members assigned to occupy passenger staterooms will, prior to moving back to assigned crew quarters, clean the stateroom used to the satisfaction of the chief mate, chief steward, and I.B.U. ship delegate.

(c) It is recognized operational requirements will necessitate the movement of crew members from one room to another during the shipyard period. Also, it may be necessary to require crew members to double up in the event of major repairs or refurbishment. Should these events occur it is agreed that there will be no penalty against management for taking these actions.

(d) All revenue spaces are to be vacated promptly upon notification by management. This will normally be one week prior to returning the vessel to service.

16.05 No ship hull grinding, chipping or otherwise noise producing work will be accomplished after 8:00 p.m. and before 8:00 a.m. on weekdays or on Saturday or Sunday when crew members are quartered aboard ship. Sanitary system is to be in operation no later than 4:00 p.m. of the same day of drydocking.

16.06 Crew work weeks are to be rotated annually prior to vessels re-entering service after lay-up.

Rule 17 - Wage Schedule

17.01 Effective July 1, 1975:

Position	Monthly Rate	Bi-Weekly Rate	Str. Time Hrly. Rate	Overtime Rate
Chief Purser	\$2182.18	\$1007.16	\$11.99	\$17.99
Senior Assistant Purser	1781.78	822.36	9.79	14.69
*Junior Assistant Purser	1568.84	724.08	8.62	12.93
A-B-Bos'n	1799.98	830.76	9.89	14.84
Able Seaman	1741.74	803.88	9.57	14.36
Ordinary Seaman	1587.04	732.48	8.72	13.08
*Ordinary Seaman - Porter	1587.04	732.48	8.72	13.08
*Watchman - Porter	1587.04	732.48	8.72	13.08
Oiler	1759.94	812.28	9.67	14.51
*Wiper	1605.24	740.88	8.82	13.23
Junior Engineer	1818.18	839.16	9.99	14.99
Chief Steward	2182.18	1007.16	11.99	17.99
Second Steward	1781.78	822.36	9.79	14.69
Storekeeper	1687.14	778.68	9.27	13.91
Chief Cook	1852.76	855.12	10.18	15.27
Second Cook	1690.78	780.36	9.29	13.94
Assistant Second Cook	1568.84	724.08	8.62	12.93
Night Cook and Baker	1690.78	780.36	9.29	13.94
Steward Bartender	1568.84	724.08	8.62	12.93
Head Waiter	1570.66	724.92	8.63	12.95
*Waiter	1450.54	669.48	7.97	11.96
Mess Steward	155.92	719.04	8.56	12.84
Head Bedroom Steward	1568.84	724.08	8.62	12.93
Cashier	1557.92	719.04	8.56	12.84
*Steward	1541.54	711.48	8.47	12.71
*Cocktail Steward	1450.54	669.48	7.97	11.96
Chief Engineer - M/V CHILKAT				
Chief Cook - M/V CHILKAT	1794.52	828.24	9.86	14.79

* Above are entry level positions.

Rule 17 - Wage Schedule

17.02 Effective July 1, 1976:

Position	Monthly Rate	Bi-Weekly Rate	Str. Time Hrly. Rate	Overtime Rate
Chief Purser	\$2327.78	\$1074.36	\$12.79	\$19.19
Senior Assistant Purser	1927.38	889.56	10.59	15.89
*Junior Assistant Purser	1714.44	791.28	9.42	14.13
A-B-Bos'n	1945.58	897.96	10.69	16.04
Able Seaman	1887.34	871.08	10.37	15.56
Ordinary Seaman	1732.64	799.68	9.52	14.28
*Ordinary Seaman - Porter	1732.64	799.68	9.52	14.28
*Watchman - Porter	1732.64	799.68	9.52	14.28
Oiler	1905.54	879.48	10.47	15.71
*Wiper	1750.84	808.08	9.62	14.43
Junior Engineer	1963.78	906.36	10.79	16.19
Chief Steward	2027.78	1074.36	12.79	19.19
Second Steward	1927.38	889.56	10.59	15.89
Storekeeper	1832.74	845.88	10.07	15.11
Chief Cook	1998.36	922.32	10.98	16.47
Second Cook	1836.38	847.56	10.09	15.14
Assistant Second Cook	1714.44	791.28	9.42	14.13
Night Cook and Baker	1836.38	847.56	10.09	15.14
Steward Bartender	1714.44	791.28	9.42	14.13
Head Waiter	1716.26	792.12	9.43	14.15
*Waiter	1596.14	736.68	8.77	13.16
Mess Steward	1703.52	786.24	9.36	14.04
Head Bedroom Steward	1714.44	791.28	9.42	14.13
Cashier	1703.52	786.24	9.36	14.04
*Steward	1687.14	778.68	9.27	13.91
*Cocktail Steward	1596.14	736.68	8.77	13.16
Chief Engineer - M/V CHILKAT				
Chief Cook - M/V CHILKAT	1940.12	895.44	10.66	15.99

* Above are entry level positions.

17.03 In the event the increase in the consumer price index for Anchorage Alaska (1967 = 100) for the period July 1, 1975 through June 30, 1977 exceeds thirty-five (35) points, wage rates shall be further adjusted by the formula of \$.01 per hour for each 2/10 of a point increase to a maximum of fifty-five points. This adjustment shall be paid beginning July 1, 1977.

Rule 18 - Hours

18.01 Twelve (12) hours shall constitute a day's work. The daily hours for watch standers shall be divided into sea watches of six (6) hours on duty followed by six (6) hours off duty.

18.02 Day Crew Members - Twelve Hours. Twelve (12) consecutive hours shall constitute a day's work, except stewards department employees who may work twelve (12) hours a day broken into any three (3) work shifts with a minimum break of two (2) hours between shifts. Days on duty and days off duty shall be the same as the watch standing crew members. A detailed weekly schedule of hours on duty and off of each twelve-hour employee in the stewards department shall be posted for the following week by the chief steward. The schedule shall be posted on the last day of the seven-day work week.

Rule 19 - Monthly Work

19.01 Two complete crews shall be assigned to each vessel with the work days divided evenly during each year between the two crews as nearly as practicable. Each crew will work one week (seven consecutive days) followed by one week off duty with the alternate crew relieving. The provisions of this rule shall not apply to shipyard or tie-up time.

Rule 20 - Emergency Service

20.01 Emergency service such as collision, breakdown, standing to and rendering aid to another vessel or parties in distress shall not be considered overtime. The additional hourage shall be paid for only at the straight time rate. Any late arrival at crew change ports due to such emergency service is included and the straight time rate, to the extent of the emergency service rendered as indicated in the ship's log, shall be paid to those crewmen held over on duty. Breakdown shall be defined as rendering vessel dead in the water or loss of all main propulsion. Emergency service shall continue only until vessels are in safe moorage at a dock or at safe anchorage.

Rule 21 - Late Arrival

21.01 When a vessel is delayed for any reason other than "Emergency Service" in excess of one hour after the scheduled time of arrival at change ports, such delay shall be termed a "Late Arrival". Scheduled time of arrival shall be one hour before the published departure time from each port. The hours involved in such delays shall be determined by the Deck Log. Total hours shall be calculated from the scheduled time of arrival.

21.02 Personnel scheduled to be relieved at their change port will be paid overtime rate of pay for that portion of the Late Arrival period that they are on duty and straight time for that period that they are off duty with the following limitation.

(a) Twelve hours' pay of either scale or combination thereof shall constitute a day's pay.

(b) Non-watchstanders shall be paid on the basis of one-half the delay at straight time and one-half at overtime, unless proof of time actually worked is in excess of one-half the delay period. In that case, the overtime will apply to the time worked. When delay totals an odd number of hours, the odd hour will be regarded as overtime.

(c) The foregoing applies to delays of twelve hours or less. Delays over twelve hours will be handled under regular call back or overtime rules for the entire Late Arrival.

Rule 22 - Overtime

22.01 Overtime shall be time and one-half (1 1/2) times the straight time hourly rate. When a crew member is called back to work in advance of regular straight time and overtime is extended into straight time, or is required to work beyond normal straight time and straight time is extended into overtime, the minimum overtime payment shall be one hour. When crew members are released from duty having completed their regular watch and are called back to work and are released before their next watch commences, the minimum overtime payment shall be two (2) hours. Overtime payments in excess of the minimum provided for in this Agreement shall be computed in one-hour periods. When crew members are on overtime and are released from duty with less than one hour prior to going on watch at straight time, time shall run continuously. Off watch overtime shall commence when a crew member is called out, and the crew member shall be called at least thirty (30) minutes before work commences. When the deck crew is called out for mooring of the vessel, actual time crew is called shall be entered in the ship's log for use in compiling proper time sheet entries. Crews shall remain on call out status until released by the master after line stowage and secured for sea.

22.02 When a regularly assigned employee has worked a regularly assigned week (seven consecutive days) and is required to work during the employee's assigned week off (seven consecutive days), the employee shall be paid at the overtime rate of time and one-half (1 1/2) for the time worked, with a minimum of twelve (12) hours at overtime rate. This minimum does not apply when there is a schedule change or a change in change ports. In these cases,

Rule 22 - Overtime (Continued)

the employer will start the work week with the standard six hours
See exception in Rule 26.04). When an employee is assigned to a
permanent upgrade position, this rule shall not apply for the
first consecutive seven (7) day period.

22.03 The Employer agrees to make every effort to equalize
overtime earnings between employees.

Rule 23 - Vacations

23.01 Crew members who have completed one (1) year of continuous service shall be allowed eighty-four (84) hours off with pay.

Crew members who have completed two (2) years of continuous service shall be allowed one hundred sixty-eight (168) hours off with pay. Crew members who have completed three (3) years of service shall be allowed two hundred fifty-two (252) hours off with pay. Crew members who have completed four (4) years of continuous service shall be allowed three hundred thirty-six (336) hours off with pay. Crew members who have completed five (5) years of continuous service shall be allowed four hundred twenty (420) hours off with pay. Crew members who have completed seven (7) years of continuous service shall be allowed five hundred four (504) hours off with pay. Crew members who have completed ten (10) years of continuous service shall be allowed five hundred eighty-eight (588) hours off with pay.

23.02 During periods of lay-up of vessels crew members with greater amounts of vacation may be required by the Union to utilize this time in order to permit other members to remain employed.

23.03 No crew member shall lose any vacation benefit by reason of illness or mutually agreed leave of absence, and if any one of these occur, the crew member shall be paid for accumulated vacation benefits on a pro rata basis. The vacation shall be taken at a time that is mutually agreeable to the Employer and the crew member. Under no circumstances shall an employee accept pay in

Rule 23 - Vacation (Continued)

lieu of time off. In case of an employee terminating services at any time after the employee's initial twelve (12) month's employment, the employee shall receive whatever vacation the employee has accrued on the basis of one-twelfth (1/12) of the employee's full vacation for each month of employment.

23.04 Part time, or relief employees who have accumulated a total of 1600 straight time hours within any twelve (12) month period from date of original hire may apply for payment or credit of vacation benefits as follows: Seven (7) hours vacation credit will be earned for each 168 straight time hours so accumulated. Vacation in successive years shall be at the monthly rate for regular employees as stated in Rule 23.01. Vacation benefits awarded under this rule will not be construed as establishing seniority which is separately defined in Rule 26. However, total accumulation shall not exceed those of a regular employee.

23.05 Employees leaving on lengthy time off with pay shall have the option of receiving regular pay checks or a lump sum prior to going on leave with proper advance notice.

23.06 Vacations shall be given as scheduled following notification of the union vacation committee and the employer's representative working in unison to arrive at the individual's vacation dates. This program will provide vacation relief personnel who shall be paid at the rate of the highest rating the employee relieves. These relief personnel shall have a schedule and relieve for vacations throughout the year, and shall not be removed from their vacation

Rule 23 - Vacation (Continued)

relieving schedule unless ill. It is the intent of the vacation program to provide vacation relief for each year's accumulation of vacation. To provide the available work force, certain positions shall be designated "vacation relief". Employees assigned these positions may be required to work irregular assignments without the benefit of the scheduled week off. The 84 hours payperiod guarantee shall apply to these employees and overtime shall be computed each six months from the date of assignment. Time worked in excess of 1092 hours shall be paid as overtime. Daily overtime, penalty time, late arrival pay, holiday pay shall be paid as earned within the pay period. This provision will be subject to review on January 1, 1977.

Rule 24 - Holidays

24.01 The following holidays shall be recognized holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Seward's Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veteran's Day, Thanksgiving and Christmas Day, or other days as may be declared as legal holidays by the President of the United States or the Governor of Alaska.

24.02 All holidays shall be given off with pay to crew members scheduled to work and if required to work, an additional day's pay shall be granted at the O.T. rate.

24.03 All holidays will be paid at the 12 hour rate. Employees required to work on a holiday on their assigned day off will be paid at the overtime rate and in addition shall be granted one (1) additional day's pay at straight time. Assigned days off include the employee's scheduled week off while on sea watches and his scheduled two consecutive days off while at a shipyard or tie-up terminal as provided for in Rule 16.03, and vacation time. A holiday which occurs while employee is on sick leave and occurs within what would have been his normal work week shall be paid twelve (12) hours for the day at the straight time rate and such hours will not be changed to sick leave.

Rule 25 - Minimum Guarantee

25.01 All employees working regular assignments as part of the crews shall receive in wages not less than eighty-four (84) times the employee's basic straight time rate for each two week pay period. Holiday Premium Pay, Holiday Pay during the week off, overtime worked beyond the basic straight time day and the premium portion of overtime paid for early call back shall be paid in addition to the guarantee. The above shall not apply to crew members engaged as extras to relieve crew members for vacations, illnesses or leave of absence.

25.02 Minimum guarantee shall apply for periods wherein an employee has been on sick leave. Sick leave is to be considered in the same manner as time worked for calculating the minimum guarantee. Minimum guarantee is not to be used as a substitute for sick leave and will not be paid unless the employee has sufficient sick leave accrued to cover all hours that he would normally work were he not on sick leave. This is not to be construed as to apply to any other form of leave.

25.03 When a relief is dispatched and reports to a job, he shall be guaranteed a minimum of a full days pay.

Rule 26 - Seniority

26.01 The Company recognizes the principle of seniority in the administration of promotions, transfers, lay-offs and re-calls. In the application of seniority under this rule, if an employee has the necessary qualifications and the ability to perform in accordance with the job requirements, seniority shall prevail.

26.02 There shall be three (3) categories of seniority - job seniority, department seniority and company seniority.

(a) Job seniority is the length of service in a given job category.

(b) Department seniority is the length of service within any of the four shipboard departments - Deck, Engine, Steward and Pursers.

(c) Company seniority is the total length of service in the employ of the company in any classification covered by this agreement.

26.03 Seniority shall be computed beginning with the initial date of entry on the payroll and shall be cumulative utilizing the formula of one (1) point for each thirty (30) day period following initial hire in which the employee is compensated for a minimum of eighty-four (84) hours of pay. For seniority purposes one point shall equal one month.

(a) Job seniority is established by the completion of six (6) months of service on a given job category.

(b) Department seniority is established by the completion of six (6) months of service in a given department.

(c) Company seniority is established by the completion of six (6) months of service with the employer.

Rule 26 - Seniority (Continued)

26.04 In filling vacancies, first consideration will be given to the employee with the most department seniority in the department in which the vacancy occurs. When department seniority is equal, then company seniority shall prevail. Vacancies shall be posted on board each vessel and at terminals for a period of not less than thirty (30) days. Relief personnel may be assigned to fill vacancies during the posting period.

(a) Should a question arise as to whether or not the senior employee is qualified, and it cannot be resolved by agreement between the Union and the Company, the senior employee will be given a trial period on the job in question. Such trial period shall be no less than one (1) month nor more than six (6) months.

(b) In any assignment, employees shall have a six (6) month probationary period in the new position. If the employee does not prove to be qualified at any time within the six (6) month probationary period, the employee shall be returned to the former classification without loss of seniority.

(c) For the purposes of subsection (b) hereof, any time spent in a trial period shall be credited toward the six (6) month probationary period.

26.05 In the event an employee in one department requests transfer to an entry level vacancy in another department, company seniority shall prevail and seniority shall not be interrupted. The employee shall remain listed within the department in which seniority was established until such time as the employee completes the six (6) months required to establish seniority in the new department.

Rule 26 - Seniority (Continued)

26.05 In the event there is a reduction in the working force which results in reassignment, employees shall be reassigned on a job seniority basis in the reverse order of their prior assignment. Employees assigned in this manner shall receive the applicable pay rate for the position to which assigned. In the event employees do not have sufficient job or department seniority to retain a position above the entry levels, company seniority shall prevail in order to establish assignment in an entry level position. In reducing the work force the last employee hired shall be the first laid off. In exercising seniority job retention rights, optional transfer between vessels or terminals and travel time will not be considered as overtime and shall be computed at the straight time rate.

26.07 When employees are called back to service the last laid off shall be the first restored to work. Employees who have been laid off shall keep the employer informed of their whereabouts in order to remain available for reassignment.

26.08 Any employee who has established seniority and is selected to any full time office in the Union, or who is transferred to a position in management, shall continue to accrue seniority throughout either term or terms of office or the duration of employment with management.

26.09 Seniority shall be terminated by the following conditions:

- (a) Discharge for cause.
- (b) Continuous layoff of twelve (12) months duration.
- (c) Resignation.
- (d) Failure to return from leave of absence, vacation or seasonal

Rule 26 - Seniority (Continued)

layoff on agreed date, emergencies excepted, unless otherwise mutually agreed upon by both the Union and the Employer.

26.10 Employees may be granted leaves of absence up to six (6) continuous months in any year without the loss of seniority.

Retention of seniority during a longer leave of absence may be arranged for by agreement between the Employer and the Union. The six (6) months limitation shall not apply to disability cases or to schooling to upgrade in the Maritime Industry. All leaves of absence shall be with the mutual consent of the Employer and the Union. Time involved during each leave of absence shall not be accumulative in regards to total seniority time. Seniority credit held at time of leaving active service will remain static until return to active service. Therefore, leave of absence time shall not be used when computing continuous service for pass, vacation or sick leave benefits.

26.11 Seniority rosters shall be published semi-annually in September and March. A separate roster shall be maintained for each department showing the employee's total service within each separate department. An additional roster showing each employee's company seniority shall be included with the September roster.

In application of seniority the Union shall administer and decide any dispute. Disputes that arise involving the employer shall be processed through the disputes procedure under Rule 14. Grievances that involve only the Union shall be resolved through procedures set forth in the Union's Constitution and By-laws.

Rule 27 - Health and Welfare

27.01 The employer agrees to participate with other employers in contributing to the Northwest Marine Welfare Trust Fund, the purpose of which is to purchase group insurance to cover employees and their dependents. The benefits and administration of the Trust shall be as provided in the "Declaration of Trust" signed by the Employer. Effective February 1, 1974, contributions for each employee shall be at the rate of \$4.14 for each day for which the employee is compensated, up to a maximum of \$124.00 per bi-monthly period. Vacation time and accumulated time shall constitute compensation for the purposes of this rule. The maximum payment per bi-monthly period shall not limit contributions due on account of accumulated time or vacation time being paid in a lump sum, and such contributions shall conform with rules adopted by the Trust.

27.02 The Employer shall pay such higher amounts during the life of this Agreement as may be directed by the trustees of the Northwest Marine Welfare Trust Fund which are needed to maintain the schedule of benefits in effect on February 1, 1973.

Rule 28 - Pensions

28.01 The Employer agrees to contribute to the Northwest Marine Retirement Trust, the purpose of which is to provide pensions and annuities for the benefit of crew members of the Employer and for the benefit of the beneficiaries of the crew members. The benefits and administration of the Trust shall be established and maintained by the Board of Trustees in accordance with the provisions of the Trust agreement and plan signed by the parties of this Agreement. Employer contributions to this plan shall be made according to the following schedule:

Effective July 1, 1975, \$300.00 per bi-monthly period, or \$10.00 per 8-hour day, or \$15.00 per 12-hour day.

28.02 The maximum payment per bi-monthly period shall not limit contributions due on account of accumulated time or vacation time being paid in a lump sum, and such contributions shall conform with rules adopted by the trust.

28.03 The employer agrees to make additional contributions in accordance with negotiations to be held between the Union and the Northwest Towboat Association prior to February 1, 1976. Such contribution rate shall be effective on the same date adopted by the Northwest Towboat Association.

Rule 29 - Sick Leave

29.01 Each full time and relief crew member with a minimum of six (6) months service (to qualify relief employee's must accrue a minimum of 800 straight time hours) shall receive fifteen (15) hours of sick leave credit for each completed month of service. Sick leave credit is accumulative from the starting date of July 1, 1967.

29.02 Each crew member's sick leave credits are terminated on the same basis as seniority credits. Terminating crew members do not receive sick leave credit for the month in which they terminate unless they have worked at least eighty-four (84) hours in the month.

29.03 Sick leave may be claimed from the accumulated days of credit for any crew member for illness or injury which incapacitates the crew member to the extent that the employee is unable to perform assigned work.

29.04 All sick leave claims must be accompanied by a doctor's certification to support the claim, whether it be for only one (1) day or more. This verifying statement must be presented upon the crew member's return to work, or the absence will be regarded as unauthorized and unexcusable and subject to disciplinary action. The Doctor's Certification is to cover the period from the date that the employee became incapacitated until the date that the employee become fit for duty, disregarding the employees scheduled crew change date. Sick leave can be claimed for funeral attendance of deaths in the immediate family to the maximum of one weeks pay, eighty-four (84) hours. Immediate family is defined as father, mother, husband, wife, sons, daughters, brothers, sisters, grandchildren, father-in-law, and mother-in-law.

Rule 29 - Sick Leave (Continued)

29.05 Sick leave may be claimed in lieu of "maintenance and cure" payments for all or part of an absence due to job-connected illness or injury, but both cannot be paid for at the same time as a duplication. When an employee exhausts all accrued sick leave, the employee may then submit, in writing, a claim for maintenance and cure payments.

29.06 Accumulated unused sick leave will be paid to the beneficiary when death occurs prior to retirement.

29.07 No sick leave may be used in excess of that accrued as of the date leave commences. Upon return to work, leave accrued during the employee's absence becomes payable.

Rule 30 - Standard Dress

30.01 All of the unlicensed deck personnel will be required to wear standard dress while on duty. Standard dress will consist of gray shirts and trousers of "wash and wear" or similar type, gray jacket as required during the various season, either a black bow tie or black regular tie and a regulation steamboat cap having a white top or blue baseball cap displaying Alaska State Ferries insignia. Tie may be dispensed with while involved with work on deck.

30.02 All of the unlicensed engine room personnel will be required to wear a suitable and standardized gray boiler suit while on watch with the following exception: The Junior Engineer will be required to wear a white boiler suit while working in any passenger or galley spaces. The individual shall also provide and wear either the regulation steamboat cap or baseball type cap with Alaska State Ferries insignia to be worn while in public spaces aboard.

30.03 Employees in the stewards department will provide themselves with such reasonable standardization of dress as required by the Port Steward, i.e. waiters to wear dark trousers and white shirts.

30.04 Employees are to be neat and well groomed, their standard dress uniforms clean and worn at all times while on duty. In view of the above requirement, the Employer will pay a laundry allowance of eight dollars (\$8.00) per work week or two hundred eight dollars (\$208.00) per year paid semi-annually in June and December in arrears. Pursers, Senior Assistant Pursers, Jr. Assistant Pursers, Chief Stewards and Second Stewards and/or other positions when required to wear the standard navy blue uniforms with international recognized insignia will be paid a

Rule 30 - Standard Dress (Continued)

three hundred twelve dollar (\$312.00) annual uniform allowance, \$12.00 per pay period. There shall be no deductions during periods of vacation, sick leave or accumulated time off.

30.05 Laundry or uniform allowances to be paid only if the required items are worn as stated. Union delegates shall assist in demanding such compliance. Recipients may be required to sign time sheet or other form attesting to their eligibility to receive payment.

30.06 The employer will provide such safety items and apparel as required for the safe performance of the job. Such items shall include where necessary hard hats, safety goggles, ear protection devices and welders apparel.

Rule 31 - Restrictions

31.01 It is understood that the Agreement at all times shall be applied subject to Federal laws, State laws, and Executive Orders to the extent that these affect the employees of the State and the public interest.

Rule 32 - Free Passage

32.01 Employees having completed two years of total seniority as per Rule 26.01 will be issued an annual pass authorizing free transportation for the employee, the employee's dependents, and the employee's personal vehicle only. Other Employees may apply for the same privileges on a trip pass basis. Free passage shall always be on a space available basis.

32.02 An employee's vehicle shall not travel on a pass while the employee is on duty unless specific permission has been obtained from Juneau headquarters office. Free passage will always be on a space available basis.

32.03 Employees and/or their dependents traveling on passes will pay for all meals consumed, and for berths if used at the prevailing prices paid by fare paying passengers. Meals will be taken in public dining areas and not in the crew mess.

32.04 Employees who retire from the system under provisions of the Northwest Marine Retirement Trust shall receive an annual pass for themselves, their spouse, dependents under 18 years of age and for their personal vehicle.

32.05 Personal Automobile: An employee's personal automobile is defined as: An automobile used as a daily or personal conveyance by the employee and having a registered gross vehicle weight of 7,200 lbs. or less. The automobile must be registered in the employee's name or an affidavit signed to the effect it will be registered in the employee's name upon arrival in Alaska and that the automobile is for the employee's personal use and not intended for resale within a period of one year. Only one personal automobile may be listed on Annual Pass. If an employee has more than one personal

Rule 32 - Free Passage (Continued)

automobile permission may be obtained from the Division's main office to transport the second automobile by use of an approved - trip pass. To have a personal automobile shown on an annual pass it must be registered and licensed by the State of Alaska in accordance with State statutes.

Rule 33 - Management Clause & Union Rights

33.01 Subject to the terms and conditions of this Agreement the Employer retains the right and duty to manage its business, including the right to adopt regulations governing the appearance, dress, conduct, and work procedures of its crew members as are reasonably required to maintain safety, efficiency, quality of service, and the confidence of the traveling public. The Union reserves the right to intercede on behalf of any employee who feels aggrieved because of the exercise of this right and to process a grievance in accordance with Rule 14. The existence of this clause shall not preclude the resolution of any such grievance on its merits.

33.02 The employer shall not attempt in any manner to interfere or become otherwise involved in the internal affairs of the Union. The Employer shall not engage in any practice that is directed toward removal of employees from the bargaining unit presently represented by the Union. The Employer further agrees that it will not adopt policies effecting employees that is in conflict with the Unions Constitution and Alaska Region By-laws.

Rule 34 - Discipline

34.01 It is recognized the employer has the right and duty to institute disciplinary actions against any employee who has committed an infraction of the employers policies, rules or regulations. Such disciplinary action is to be administered fairly and be commensurate with the offense committed by the employee.

34.02 Certain offenses shall be grounds for immediate discharge including but not limited to: Drinking alcoholic beverages on board during the employees work week, or reporting for work under the influence, theft or willful destruction of State property, insubordination, excessive absenteeism, falsifying records, leaving the vessel without being properly relieved or without permission of their department head.

34.03 Ships Union delegate shall be present in any shipboard grievance proceeding where disciplinary action against an employee covered under this agreement is under consideration.

Rule 35 - Conditions Not Specifically Covered

35.01 In the event operating conditions or service requirements arise due to length of voyage or other reasons not specifically covered by Agreement, the parties agree to confer immediately for the purpose of arriving at a mutually satisfactory supplemental covering such operation.

Rule 36 - Saving and Separability

36.01 If any Rule of this Agreement or any addendums thereto should be held invalid by operation of law or by any tribunal or body of competent jurisdiction, or if compliance with or enforcement of any Rule should be restrained by such body or tribunal, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a replacement of such Rule and Rule 14.01 herein shall not be applicable.

Rule 37 Term of Agreement

37.01 This Agreement shall be in effect as of July 1, 1975, except as otherwise provided, and shall remain in effect through June 30, 1977, and shall be considered as renewed from year to year thereafter between the parties unless either party gives written notice to the other of its desires to amend or terminate same. Such notice shall be given at least ninety (90) days prior to August 1, 1976, or any calendar year thereafter. Negotiations shall be undertaken during August and September and be completed by October 1.

37.02 In the event of notice of desire to amend this Agreement and parties have not reached an agreement prior to the expiration of ninety (90) days, either party may request the Board of Arbitration to resolve the remaining proposed amendments and disputes. The Board, under this section, shall confine itself to the issue submitted and its award shall be final and binding upon the parties. If neither party makes such request within ten (10) days following expiration of the ninety (90) day period, the Agreement shall continue in effect, modified only by such amendments as have been agreed upon, until the next anniversary date, subject to termination or amendment thereafter as hereinabove provided.

37.03 Provided, however, that in the event of the declaration of a national emergency, either party may open the Agreement for a review of monthly wages by submitting a ninety (90) day notice, in writing upon the other party. If such notice is filed and agreement between the parties is not reached within ninety (90)

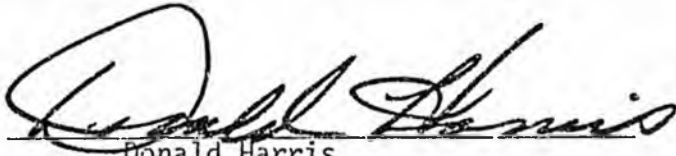
Rule 37 - Term of Agreement (Continued)

days, either party may request the Board of Arbitration to resolve the wage issue and its award shall be final and binding upon the parties. The effective date of the award of the Board of Arbitration shall be the date that notice was served upon either party.

IN WITNESS WHEREOF, parties hereto have duly caused this Agreement to be executed this 7th day of Oct 1975.

STATE OF ALASKA DEPARTMENT OF PUBLIC WORKS

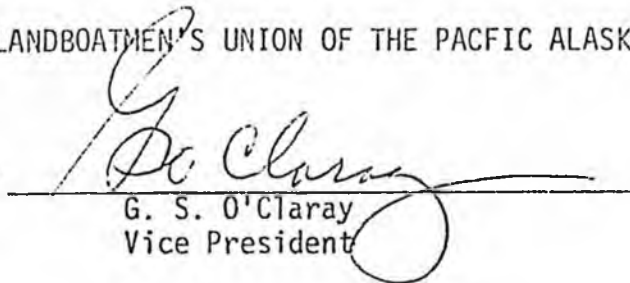
By



Donald Harris
Commissioner

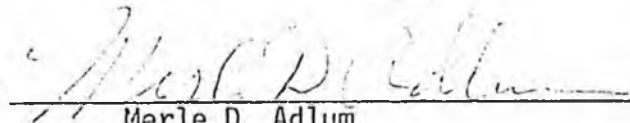
INLANDBOATMEN'S UNION OF THE PACIFIC ALASKA REGION

By



G. S. O'Claray
Vice President

By



Merle D. Adlum
President

attachment to HB 628
1. 23-76

AGREEMENT

between
the

STATE OF ALASKA

and

ALASKA PUBLIC EMPLOYEES ASSOCIATION

covering

SUPERVISORY UNIT EMPLOYEES

1974 - 1975

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ARTICLE I

DEFINITION OF TERMS

Section 1 - Tense, Number and Gender.

As used in this Agreement:

(a) Words in the present tense, include the past and future tenses, and words in the future tense include the present tense.

(b) Words in the singular number include the plural, and words in the plural number include the singular.

(c) Words of the masculine gender include the feminine and the neuter and when the sense so indicates, words of the neuter gender may refer to any gender.

Section 2 - Definitions.

(a) "Bargaining Unit" in this Agreement means the Supervisory Bargaining Unit.

(b) "Dependent" in this Agreement with respect to the Health Insurance is limited to

- (1) the employee's wife or husband, as the case may be, and
- (2) the employee's own children and legally adopted children, stepchildren, foster children and other children wholly dependent upon the employee for support and residing with the employee in a regular parent-child relationship who are unmarried, under 23 years of age and residing in the United States of America (including Puerto Rico) or Canada.

However, a dependent child who attains his 23rd birthday shall continue to be included within the term "dependent" with respect to medical benefits if proof is furnished to the insurance carrier within 30 days after his birthday that on his birthday the child is incapable of self-sustaining employment by reason of mental retardation or physical handicap and that the child became so incapable prior to his attainment of age 23 and that the child is chiefly dependent upon the employee for support and maintenance. The coverage as to such child will be continued while in incapacity continues and while the employee's coverage with respect to his dependents remains in force, provided the child meets all the requirements of the definition of "dependent" except age. The insurance carrier has the right to require proof of the continuance of the incapacity of the child from time to time while this Agreement remains in force.

ARTICLE XXXIV

PRINTING OF AGREEMENT

The Employer agrees to print and distribute copies of this Agreement at its own expense. Each employee of the Supervisory Unit shall receive one (1) copy and APEA headquarters shall receive two hundred (200) copies. Copies shall be distributed within forty-five (45) days of the date of signing.

* * * * *

Signed this 13 day of DECEMBER, 1974, at Juneau, Alaska.

For the State of Alaska

[Signature]

For Alaska Public Employees Association

Robert E. Stecher

Robert R. [Signature]

Carl Mathison

(c) "Employee" in this Agreement means a person in the state service who is paid a salary or wage and holds probationary, permanent or provisional status working in a position that has been designated by the State Labor Relations Agency as a Supervisory Unit classification.

(d) "Holiday" in this Agreement means:

- (1) The first of January, known as New Year's Day
- (2) The 12th of February, known as Lincoln's Birthday
- (3) The third Monday in February, known as Washington's Birthday
- (4) The last Monday in March, known as Seward's Day
- (5) The last Monday in May, known as Memorial Day
- (6) The Fourth of July, known as Independence Day
- (7) The first Monday in September, known as Labor Day
- (8) The 18th of October, known as Alaska Day
- (9) The 11th of November, known as Veterans' Day
- (10) The fourth Thursday in November, known as Thanksgiving Day
- (11) The 25th of December, known as Christmas Day
- (12) Every day designated by public proclamation by the President of the United States or the Governor of the State as a legal holiday.

(e) "Personnel file" in this Agreement means all those documents, reports, written or otherwise recorded evaluations of a person's performance while performing duties on behalf of the Employer.

(f) "Temporary" in this Agreement means a person in the state service who is paid a salary or wage and holds temporary status working in a position that has been designated by the State Labor Relations Agency as a Supervisory Unit classification.

(g) "Travel Status": Employees shall be considered in travel status from the time an authorized trip begins until it ends. For purposes of interpretation, travel status will begin and

their levels and capabilities. The Employer shall recognize his responsibilities to professional employees for maintenance and developments within their areas of expertise or job orientation through employer-sponsored educational opportunities.

Section 9 - Annual Leave.

The provisions of AS 39.20.240 shall continue in effect excepting that the limitation as to maximum amount of annual leave which may be carried forward for use in succeeding years is removed.

ARTICLE XXXIII

JOINT SUPPORT OF LEGISLATION

Section 1 - Unemployment Insurance.

The Employer and APEA agree to mutually support legislation as submitted and approved by the Administration.

Section 2 -

The parties agree to support a request for funding of a cost-of-living survey to be conducted during the life of this Agreement. Further, any other studies authorized by this Agreement will receive mutual support for Legislative funding where necessary.

An employee of the state who is a member of a reserve component of the United States Armed Forces is entitled to a leave of absence without loss of pay, time or performance rating on all days during which he is ordered to training duty with troops or at field exercises or for training as distinguished from active duty. The leave of absence may not exceed sixteen and one-half (16 1/2) working days in any calendar period beginning January 16 and ending January 15.

Section 5 - Absence and Payment for Jury Duty and Witnesses.

An employee who is called for jury duty or who is subpoenaed to appear in court in Alaska as a witness will be compensated by the Employer for the difference between payment received for such compulsory jury duty or court appearance and the payment he would have received for the straight-time hours he was thereby required to lose from his regular work schedule but not to exceed five (5) seven and one-half (7 1/2) hour days per week, computed at his established wage rate. Continuous-service credit and benefits will accumulate during such leaves.

Section 6 - Maternity Leave.

Immediately preceding and following childbirth, an employee is entitled to take a total of nine (9) weeks' leave. This leave will be charged first to sick leave and if this is insufficient, to annual leave, then to leave without pay for the balance of the period of nine (9) weeks.

Upon application and under extenuating circumstances, additional leave may be granted by the appointing authority. A physician's certificate shall be required to support the additional leave request. Where a maternity leave of absence is taken in accordance with the provisions of this section, the employee shall accumulate service credit and seniority during such leave of absence.

Section 7 - Administrative Leave.

Administrative leave shall be granted for no more than three (3) state employee members of the negotiating committee for a reasonable time necessary for the conduct of contract negotiations.

Section 8 - Educational Advancement.

The Employer, under this Agreement shall recognize the respective professional disciplines that exist within this employee unit and their desire to keep current in their fields as well as furthering

and when the employee leaves and returns to his immediate work station if travel begins and ends during assigned working hours, or when the employee leaves and returns to his home if travel begins and ends outside assigned working hours.

(h) "Personal Effects": When an employee transfers from one duty station to another at the request of the Employer, movement of personal effects shall be governed by existing State Administrative Regulations. However, where extenuating circumstances exist the commissioner of the employing department may approve movement of personal effects, including automobile, in excess of the weight limits set forth in State regulations.

(i) "Just Cause": Just cause means, but is not limited to, incompetence, unsatisfactory performance of duties, unexcused absenteeism, drunkenness, dishonesty and gross disobedience.

(j) "Work Week" in this Agreement with respect to overtime shall consist of 37 1/2 hours in pay status from Sunday midnight to the following Sunday midnight. Actual attendance on duty required by the Employer in addition to the above-described "work week" shall be considered overtime hours.

ARTICLE II

RECOGNITION

Section 1 - General recognition.

The State of Alaska, hereinafter referred to as the Employer, recognizes the Alaska Public Employees Association, hereinafter referred to as APEA, as the exclusive representative of all permanent, probationary, provisional and temporary employees in the Supervisory Unit for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment. The Employer shall have the right to determine whether any classifications established subsequent to the effective date of this Agreement are to be included or excluded from the bargaining unit, provided that APEA shall have the right to submit any recommendations concerning the placement of such classifications. If a dispute arises as to inclusion or exclusion of such classes, the matter will be submitted to the State Labor Relations Agency for decision. The words "employee" and "employees" as used in this Agreement shall mean only employees serving in the Supervisory Unit except temporaries, provided that temporaries, while not defined as employees under this Agreement, are nevertheless members of the Supervisory Unit.

Section 2 - Representation of temporaries recognized.

It is recognized that the need exists to hire temporaries in positions similar in duties and requirements to permanent positions in the bargaining unit. The Employer and APEA now agree that all determinations concerning the terms and conditions of temporary employment shall be made independently by the Employer, except as provided for in this Article or as specifically provided for in subsequent Articles.

(a) All temporaries shall meet the minimum qualifications as required of individuals seeking permanent employment in the class into which they are to be hired.

(b) Temporary employment of an individual shall not normally exceed six consecutive months in any 12-month period.

(c) If the Employer feels it is necessary to continue a temporary, one extension for a period of three additional months may be granted by the Director of Personnel provided he furnishes notification to APEA at the time approval is granted.

It is agreed and understood that with regard to Article II, Section 2 (c) only (Representation of temporaries recognized), the term "Employer" shall be defined as that department for which a temporary employee is working, rather than the entire government of the State of Alaska as defined in Article II, Section 1 (General recognition).

(d) An individual hired into a class covered by this Agreement as a temporary must perform the work of that class and may not be paid less than the entry step of the range assigned to the class in which he is to work.

ARTICLE III

PURPOSE

It is the objective of the parties that the obligation of the Employer for the successful conduct of its business and the fulfillment of its responsibilities to the employees covered by this Agreement be carried on without interference arising from differences between the parties.

The APEA, representing employees of the Employer, and the Employer desire to establish and maintain, through harmonious cooperation, a standard of conditions and procedures to provide for orderly collective bargaining relations, prompt and equitable disposition of grievances, wages, hours and working conditions for the employees covered by this Agreement.

ARTICLE XXXII

LEAVE OF ABSENCE

Section 1 - Extended Absence for Disability, Illness or Injury.

Upon application, a probationary or permanent employee who has exhausted his accrued leave may be granted a leave of absence without pay by an appointing authority for disability due to illness or injury. Such leave shall be limited to one (1) month for each full month of service to a maximum of twelve (12) months. The appointing authority may periodically require that the employee provide a certificate from the attending physician or from a designated physician. If the certificate does not clearly show sufficient disability to preclude the employee from performing his duties or the employee does not provide the required certificate, the appointing authority may cancel the leave and require the employee to report to duty on a specified date.

Upon returning to work, the employee shall receive retroactive service credit towards retirement.

Section 2 - Other Approved Absence.

Upon application and approval of the appointing authority, a permanent employee may be granted leave of absence without pay. Such leave shall not exceed twelve (12) continuous months. Continuous-service credit shall not accrue during the period of leave.

Section 3 - Exempt and Partially Exempt Appointments.

Upon application and approval of the appointing authority, a permanent employee may be granted leave of absence without pay for purposes of accepting an exempt or partially-exempt position.

Section 4 - Non-war Military Duty Absence and Payment.

An employee who is ordered by the United States Selective Service System to report for a pre-induction physical examination is entitled to a leave of absence without loss of pay, time or performance rating. The leave of absence shall not exceed three (3) working days.

If the Employer determines that the employee was acting in good faith and with reasonable care and diligence, the Employer agrees to compensate the employee at his normal rate of pay including per diem, without loss of any benefits or seniority to the employee. The Employer also agrees to pay any judgment rendered against the employee if the Employer has provided legal services to the employee pursuant to this Article.

The Employer may undertake the defense of an employee pursuant to this Article with reservation. If the Employer has provided legal services under reservation, the obligation to pay a judgment against the employee is not operative until a final determination is made by the Employer of the employee's eligibility for legal services under this Article. If it is determined by the Employer that the employee is not eligible for legal services under this Article, then the Employer has no liability whatsoever to the employee or any other person as a result of such determination. In such cases as this, costs and fees will be borne by the employee.

The above does not apply if the Employer determines that the employee was not acting in good faith and with reasonable care and diligence. Such determination is final and the Employer has no liability whatsoever to the employee or any other person as the result of such determination.

For purposes of this Article, Employer means State of Alaska or a designated representative of the state or an agency of the state.

ARTICLE XXXI

HOLIDAYS

All permanent and probationary employees shall be entitled to and compensated accordingly for all holidays listed in Article I, section 2 (d) of this Agreement.

ARTICLE IV

MERIT PRINCIPLES

The parties agree that it is their mutual intent to strengthen the merit principles in the bargaining unit and, pursuant to AS 23.40.070 (3), shall use all due diligence to maintain merit principles among public employees.

ARTICLE V

NON-DISCRIMINATION

APEA agrees to continue to admit all Supervisory Unit employees and temporaries to membership and to represent all such employees and temporaries without regard to race, religion, color, national origin, age, sex, physical handicap, or political affiliation.

ARTICLE VI

MANAGEMENT RIGHTS

It is recognized that the Employer retains the right, except as otherwise provided in this Agreement, to manage the affairs of the State and to direct its workforce. Such functions of the Employer include, but are not limited to:

(a) recruit, examine, select, promote, transfer and train employees of its choosing, and to determine the methods of such actions;

(b) assign and direct the work; develop and modify class specifications as well as assignment of the salary range for each classification, and allocate positions to those classifications; determine the methods, materials and tools to accomplish the work; designate duty stations and assign employees to those duty stations;

(c) reduce the work force due to lack of work, funding or other cause consistent with efficient management; discipline, suspend, demote, or dismiss employees for just cause;

(d) establish reasonable work rules; assign the hours of work and assign employees to shifts of its designation.

All of the functions, rights, powers and authority of the Employer not specifically abridged, delegated or modified by this Agreement are recognized by APEA as being retained by the Employer.

ARTICLE VII

APEA RESPONSIBILITY

The APEA assumes all obligations and responsibility for this unit and the APEA shall retain the rights to discipline members in this bargaining unit. No employee shall be discriminated against for the upholding of APEA principles and any employee who works under the instructions of the APEA or who serves on a committee shall not lose his position or be discriminated against for this reason.

The APEA agrees that this Agreement is binding on each and every member of this bargaining unit and that its members, individually or collectively, accept full responsibility for carrying out all of the provisions of this Agreement.

ARTICLE VIII

APEA SECURITY

Section 1 - Membership.

Employees or temporaries covered under this Agreement will not be required to become a member of APEA as a condition of their employment, and there shall be no discrimination against an employee or temporary because of his membership or non-membership in APEA. Employees and temporaries may or may not join APEA at their discretion.

Section 2 - Agency Shop.

It is further recognized that APEA owes the same responsibilities to all employees and is to provide benefits and services to all employees whether or not they are members of APEA. (All employees and temporaries shall, as a condition of continued employment, either become a member of APEA and pay APEA dues or pay an agency fee to APEA equal to the amount of APEA dues assessed uniformly against all APEA members.) Payment of APEA dues or agency fees shall commence within thirty (30) days after the effective date of this Agreement or within thirty (30) days after the date of hire, whichever is later.

Section 4 - Continuous Hours of Work.

An employee required to work a double shift shall not be required to work in excess of sixteen (16) hours within one twenty-four (24) hour period except in a dire emergency.

Section 5 - Holiday Pay.

All hours worked on a holiday shall be considered as overtime hours. Employees eligible to receive overtime pay under existing regulations shall be compensated at the rate of one and one-half (1 1/2) times the hourly base salary in addition to the applicable base salary for that holiday. Compensatory time may be substituted at the same rate.

ARTICLE XXX

LEGAL ASSISTANCE

If the Employer determines that an employee was acting in good faith and with reasonable care and diligence in the performance of his duties, the Employer agrees to provide for the legal defense of the employee in any civil action brought against the employee as the result of the employee's performance of his duties upon a request by the employee.

The employee must request in writing that the Employer provide the legal defense services available under this Article within five (5) days of service of summons and complaint on the employee. The postmark on the employee's request shall be deemed the date of request by the Employer. Failure to submit a written request within the required five (5) days relieves the Employer of any obligation under this Article.

The Employer shall have the right to determine which attorney will represent the employee. If the employee objects to the attorney provided by the Employer, the following process for selection of a defense attorney shall prevail:

Within five (5) days of receipt of the employee's objection, the Employer shall request a list of five (5) attorneys from the Alaska Bar Association. The employee and Employer shall meet upon receipt of this list by the Employer and each party shall be allowed to strike two (2) names from the list of eligibles. The remaining name shall be the defending attorney.

Section 2 - Privileged Information.

Security of confidential and privileged information is a requirement of satisfactory performance of supervisory duties and responsibilities.

ARTICLE XXIV
OVERTIME, RECALL AND STANDBY

Section 1 - Overtime.

The parties agree to continue the Fair Labor Standards Act guidelines for determination of overtime eligibility of classified employees in the bargaining unit. All work performed by eligible employees in excess of thirty-seven and one-half (37 1/2) hours per work week is overtime and shall be paid at the rate of time and one-half of regular pay. Compensatory time may be substituted at the same rate.

Section 2 - Distribution of Overtime.

It is the policy of the Employer, insofar as possible, to equalize the distribution of overtime among employees. A record of actual overtime hours worked by the employee will be maintained and made available for reasonable inspection by appropriate APEA representatives with the prior approval of the employee.

Section 3 - Recall and Standby.

(a) Recall - The parties recognize that it is necessary from time to time to recall employees to the job outside their normal working hours. The parties agree that all hours worked outside the scheduled shift as the result of recall, shall be considered overtime hours. All employees are subject to recall and APEA specifically acknowledges that an employee obligation exists.

(b) Standby Roster - When employees are ordered to remain at home, or periodically report their whereabouts and be available for immediate recall, their names shall be placed on a standby roster. Assignments to a standby roster shall be, insofar as it is possible, equitably rotated among employees normally required to perform the anticipated duties; provided that nothing in this Article shall preclude the assignment of an individual to a standby roster whose knowledge, skill or ability make him the most logical choice for the anticipated tasks. An amount equal to ten (10) percent of seven and one-half (7 1/2) times the employee's hourly base salary will be paid to an employee who is assigned to a standby roster for each calendar day or portion of a calendar day of such assignment. The daily rate of compensation shall include geographic and shift pay as may be appropriate.

Section 3 - Exclusive Negotiations with APEA.

The Employer will not negotiate or handle grievances with any employee organization other than APEA with reference to terms and conditions of employment of employees and temporaries in the Supervisory Unit. When individuals or organizations other than APEA request negotiations or handling of grievances, they will be advised by the Employer to transmit their request to APEA. Arrangements will then be made by APEA to represent these other organizations or individuals.

Section 4 - Checkoff and Payroll Deductions.

Employees and temporaries who desire to have dues, fees, or other employee benefits, as specified in this section, deducted from the pay to which they would otherwise be entitled and have those funds paid to APEA shall authorize such payroll deductions by executing a checkoff on a form mutually agreed to by the parties to this Agreement. Upon receiving such authorization the Employer shall make the deductions so authorized and promptly forward these deductions to APEA.

APEA shall have the right to receipts from deduction of APEA and EPIC dues, or agency fees, APEA-sponsored insurance premiums and APEA-sponsored employee benefits as agreed to by the parties to this Agreement and as previously authorized or as may be authorized by the employee or temporary. No other employee organization shall be accorded payroll deduction privileges with regard to the bargaining unit. The Executive Director of APEA shall immediately notify the Director of Personnel of the State of Alaska in writing of any decrease or increase in authorized dues or fees deductions. The Employer shall then make appropriate changes in payroll deductions without further notice.

The Employer shall deduct and shall remit employee-authorized APEA deductions within ten (10) working days of the date of the deduction to the duly-authorized representative of APEA, together with correct lists of the names of the employees and temporaries from whose pay deductions were made. APEA agrees to hold the Employer free from all liability in connection with the collection of dues or fees except that the Employer shall be held to the exercise of ordinary diligence and care in transmittal of the monies to APEA.

Section 5 - Meeting Space.

Where there is appropriate available meeting space in buildings owned or leased by the Employer, this space may be used for meetings by APEA, provided that a request is approved in advance pursuant to the rules of the department or the agency concerned.

Section 6 - List of Employees.

The Employer shall furnish to APEA an accurate list of employees and their addresses in the unit twice yearly at no cost to APEA. The first such listing will be furnished as soon as possible after execution of this Agreement. The Employer shall furnish to APEA lists of employees and their addresses at other reasonable times on request from APEA. APEA will pay the costs of such additional lists. APEA shall receive, without charge, a monthly computer printout which lists the names of employees and temporaries, and which indicates whether or not an employee or temporary has a payroll deduction for dues or fees, insurance premiums and/or other APEA deductions as may be authorized by the employee or temporary employee.

Section 7 - Access to Employees.

The Employer shall make time available to APEA Supervisory Unit representatives for the purpose of providing information concerning agency shop within fifteen (15) days of the date of hire.

ARTICLE IX

PROTECTION OF RIGHTS

Section 1 - Revocation of Licenses.

In the event an employee shall suffer a revocation of his license because of violations of any federal, state or city law by the Employer, the Employer shall provide suitable and continued employment for such employee, at not less than his standard rate of pay at the time of revocation of the employee license for the entire period of revocation of the license and the employee shall be reinstated to the position held prior to revocation of his license, after his license is restored.

ARTICLE XXVI

SAFETY EQUIPMENT

It shall not be a violation of this Agreement nor grounds for dismissal if an employee refuses to work on an unsafe job, provided the job is found to be unsafe by the Alaska Department of Labor. Any safety equipment required by AS 18.60 to make a job safe shall be supplied by the Employer. The Employer shall abide by AS 18.60 standards.

Disciplinary action shall not be taken under this Article until the Department of Labor has made a finding on safety. If the Department of Labor finds the job to be safe, and in the remote possibility that subsequent disciplinary action is taken, the employee shall have recourse to the established Grievance-Arbitration procedure.

The first paragraph of this Article shall also apply to temporaries.

ARTICLE XXVII

DISCHARGE, SUSPENSION AND DEMOTION

Section 1 - Employee Notice.

The Employer agrees that with the exception of drunkenness, 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 the reason for discharge prior to termination.

Section 2 - APEA Notification.

In cases of discipline, suspension or demotion the Employer agrees to notify APEA in writing concurrent with commencement of the action.

ARTICLE XXVIII

SUPERVISORY RESPONSIBILITIES

Section 1 - Contract Administration.

It shall be the responsibility of each employee, to the extent assigned to do so, to administer the collective bargaining agreements between the State of Alaska and subordinate members of bargaining units in a manner consistent with policies, interpretations and guidelines established by the Employer.

Section 6 - Reimbursable Moving Expenses.

Employees shall be reimbursed for moving expenses under Section 7676 of the "State Administrative Manual" at the rate of twenty (20) cents per mile. Personal effects as defined in Article I, Section 2 (h) is applicable.

Section 7 - Privately Owned Autos.

Under Section 7622 of the "State Administrative Manual" employees shall be reimbursed at the rate of twenty (20) cents per mile.

ARTICLE XXV

INSURANCE

Insurance now provided in whole or in part by the Employer shall be continued for the life of this Agreement. This includes, but is not limited to the following:

Section 1 - Employee Life Insurance.

The Employer shall insure the life of every employee in the principal amount of \$2,000.

Section 2 - Travel Accident Insurance.

The Employer shall insure the life of each employee against accidental death while the employee is traveling within the scope of his State employment in the amount of \$35,000. The employee shall name the beneficiary or beneficiaries.

Section 3 - Health Insurance.

The Employer shall pay the total premium for the health, dental, audio and visual insurance for the employee, the employee's spouse and the employee's dependents at the level of coverage currently afforded the employee. It is understood and agreed between the parties that the State will increase health insurance coverage for members of the Supervisory Bargaining Unit from the present 90/10 coverage to 100% coverage on medical costs over \$5,000 and up to \$50,000 in any year, effective December 1, 1974.

ARTICLE X

COMPLAINT AND GRIEVANCE PROCEDURE

Any grievance, complaint or dispute arising under the terms of this Agreement shall be handled in the following manner:

Section 1 - Complaints.

An employee, either directly or through his representative, may verbally present a complaint to his supervisor. Complaints may be adjusted with or without the intervention of the APEA as long as the adjustment is not inconsistent with the terms of this Agreement, and provided the APEA representative shall be given an opportunity to be present at such adjustment at the request of the employee.

(a) The employee shall report in writing to the designated representative of the APEA any grievance or dispute that arises between the employee and the Employer. The designated representative will attempt to resolve the matter between the parties on the job immediately. All matters settled at this level must receive approval of the first level of supervision outside this bargaining unit.

(b) Failing to agree, the designated representative shall report the matter to the APEA and the APEA shall attempt to settle the matter with the Employer's representative (commissioner or his designee of the department concerned).

(c) If the grievance cannot be settled as outlined in (b) above within four (4) working days after the grievance, complaint or dispute is presented by the APEA to the Employer, the grievance, complaints or dispute shall be submitted by the APEA for settlement to the Commissioner of the Department of Administration, and if the dispute cannot be adjusted within ten (10) days, either party may submit the dispute to arbitration as outlined in Section 2 of this Article.

(d) Any dispute that arises between the employees and the Employer or any complaint or grievance on the part of both or one, said grievance, complaint or disputes shall be submitted to the APEA within sixty (60) days to be eligible to receive the assistance or attention of the APEA excepting a dismissal or suspension grievance which must be brought to the APEA's attention within ten (10) days after the date of termination.

(e) APEA agrees to submit all grievances and complaints under a, b, c, and d, above, in a timely manner.

(f) If either party desires to demand arbitration, he shall do so within thirty (30) days from completion of step c of the grievance procedure. Failure to do so shall waive the right to arbitration on that grievance.

Section 2 - Board of Arbitration.

(a) Within thirty (30) days of the signing of the Agreement, the Employer and the APEA will request from the American Arbitration Association, 140 West 51 Street, New York, New York 10020, the names of five (5) qualified Alaska-resident arbitrators.

(b) In the event that arbitration becomes necessary the board of arbitration will be composed as follows: one (1) member appointed by the APEA, one (1) member appointed by the Employer and the above two (2) will select the third (3rd) member by alternately striking from the A.A.A. list one (1) name at a time until only one (1) name remains on the list. The name of the arbitrator remaining on the list shall be accepted by the parties as a voting chairman and arbitration shall commence within ten (10) days thereafter.

(c) During the process of the above procedure, there shall be no strike or lockout. The parties agree that the decisions or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The authority of the arbitrator shall be limited to determining questions directly involving the interpretation or application of specific provisions of this Agreement and no other matter shall be subject to arbitration hereunder. The arbitrator shall have no authority to add to, subtract from or change any of the terms of this Agreement; to change an existing wage rate or to establish a new wage rate; but may provide retroactivity. Should either party fail or refuse to abide by the decision of the arbitrator the prevailing party shall be free to take whatever action it deems necessary and such action will not be considered in violation of this Agreement.

Section 2 - Non-commercial Rates.

Non-commercial rates lower than those amounts set forth in Section 1 may be established in accordance with the May 1970 provisions of Section 7340.3 of the State Administrative Manual.

Section 3 - Higher Rates.

Whenever the Commissioner of Administration finds that the rates set forth in Section 1 are not adequate to obtain lodging and meals in any community, he will increase the per diem allowance for that community.

Section 4 - Meal Allowances.

A meal allowance will be allowed an employee who is on travel status for at least three (3) hours:

<u>Time</u>	<u>Meal</u>	<u>Allowance</u>
Midnight to 10:00 a.m.	Breakfast	\$3.50
10:00 a.m. to 3:00 p.m.	Lunch	4.00
3:00 p.m. to midnight	Dinner	8.50

Section 5 - Reimbursable Travel Expenses.

Whenever an employee is required to change his place of residence because of a change in assignment, promotion or other reason related to his duties, he shall be reimbursed for transportation expenses as follows:

(a) Tourist class airfare for the employee and his dependents or twenty (20) cents per mile for driving each family-owned car, whichever is used.

(b) A standard per diem for the employee, half of the standard per diem for his spouse, and a \$10 per diem for each of his other dependents while enroute. Upon arrival at the new duty station, the employee, his spouse and his dependents are entitled to per diem at the same rate as for per diem while enroute for not more than ten (10) days while the employee is seeking permanent housing.

(c) When applicable, a ticket for transportation on the State Ferry System.

(d) The Employer may authorize the payment of travel and per diem to secure housing prior to the change in duty station. Such authorization, however, will be made only if the change in duty station is at the request of the Employer.

Section 5 - Hazard Pay.

Effective the date this Agreement is signed, employees who are required to work under dangerous conditions shall receive hazard pay of seven and one-half (7.5) percent in four (4) hour increments so worked. Dangerous condition shall be defined as working at heights more than twenty-five (25) feet above the ground on towers, bridgework and antennas so designated by the Employer, and transportation by helicopter required by the Employer.

ARTICLE XXIV

TRAVEL AND PER DIEM

Section 1 - Basic Per Diem.

The Employer shall provide, as appropriate, the following per diem allowances for employees covered by this Agreement while traveling on official State business in accordance with the schedule below:

Per Diem Allowances
For Employees Who Obtain Overnight Lodging

House Election District#	Steps Above Basic Per Diem	Percent Factor	Short-Term** Per Diem Rate	Long-Term Rate (60% of Short-Term)
0 *	0	100.00	\$40.00	\$24.00
1	0	100.00	40.00	24.00
4	0	100.00	40.00	24.00
8	0	100.00	40.00	24.00
2	1	103.75	41.00	24.60
3	1	103.75	41.00	24.60
7	1	103.75	41.00	24.60
5	2	107.50	43.00	25.80
9	2	107.50	43.00	25.80
10	2	107.50	43.00	25.80
11	2	107.50	43.00	25.80
16-S	3	111.25	44.00	26.40
6	4	115.00	45.00	27.00
12	7	126.25	49.00	29.40
13	7	126.25	49.00	29.40
18	7	126.25	49.00	29.40
14	8	130.00	51.00	30.60
19	8	130.00	51.00	30.60
15	9	133.75	52.00	31.20
16-N	9	133.75	52.00	31.20
17	9	133.75	52.00	31.20

The Election districts used are those designed by the proclamation of Reapportionment Redistricting of December 7, 1961, and retained for the House of Representatives by proclamation of the Governor September 3, 1965.

*House Election District "0" denotes any place not in Alaska.

**"Short-term" rate is rounded to nearest whole dollar.

There shall be no stoppage of work in the interim. Expenses incident to the services of the arbitrator shall be borne entirely as designated by the arbitrator. The arbitrator shall assign such expense to the losing party. If in the opinion of the arbitrator neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable.

ARTICLE XI

REPRESENTATIVES

The APEA shall have representatives who are not employees of the Employer who shall be authorized to speak for the APEA in all matters governed by this Agreement and shall be permitted to visit any work area at any time with prior notice to the Employer.

In addition to above the APEA shall, upon written notice to the Employer, authorize a reasonable number of representatives from among the employees of the Employer to carry out the intent and purposes of Article X and Article VIII, Section 7. The employee representative shall be allowed to handle complaints and grievances under this Agreement with the proper Employer Representative during his working hours. The employee representative shall suffer no loss of compensation for reasonable time spent in the pursuit of his employee representative's duties. Employee representatives will be granted reasonable time to contact employees during work hours.

ARTICLE XII

EXAMINATION OF RECORDS

The APEA representative with the employee's permission, shall have the right to examine employee records pertaining to wages, hours and conditions, upon notification in advance to the Employer. The Employer shall make available original or copies of the original records for examination by the APEA representative.

ARTICLE VIII

CONCLUSION OF COLLECTIVE BARGAINING

It is agreed that this Agreement shall be construed according to its written provisions without regard to any discussions or negotiations, written or oral, which the parties have had leading to or resulting in the execution and delivery of this Agreement or any amendments to it, and that nothing which is not a written and executed portion of this Agreement shall be referred to in connection with its construction.

This Agreement is the entire Agreement between the Employer and APEA. The parties acknowledge that they have fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior agreements and understandings and concludes all collective bargaining for the duration of this Agreement.

The parties agree to jointly support any legislation or administrative action necessary to implement the provisions of this Agreement.

ARTICLE XII

AVAILABILITY OF PARTIES TO EACH OTHER

APEA and the Employer agree to meet at reasonable times for a discussion of this Agreement, its interpretations, continuation or modification. APEA and the Employer agree to designate representatives having authority to negotiate for their respective interests.

In the event of any enactment by the Legislature which creates conditions not specifically covered by this Agreement, the parties agree to confer immediately for the purpose of arriving at a mutually satisfactory supplement covering such operation.

ARTICLE XIV

SAVING CLAUSE

Section 1 - Violations.

If any Article or part of an Article of this Agreement should be decided by a court of competent jurisdiction or by mutual agreement of the Employer and APEA to be in violation of any Federal, State, or local law or if adherence

Section 3 - Pay Step Differentials by Geographic Areas.

The following pay step differentials are approved as an amendment to the basic pay plan provided for in the salary schedule of this Article.

Illustrative Place Names	House Election District	Steps Above Basic Pay Plan
Ketchikan-Prince of Wales	1.....	0
Wrangell-Petersburg	2.....	1
Sitka	3.....	1
Juneau	4.....	0
Tcy Strait-Lynn Canal	5.....	2
Cordova-Valdez	6.....	4
Palmer-Wasilla	7.....	1
Anchorage	8.....	0
Seward	9.....	2
Kenai-Cook Inlet	10.....	2
Kodiak	11.....	2
Alutian Islands	12.....	7
Bristol Bay	13.....	7
Bethel	14.....	8
Yukon-Fuskokwim	15.....	9
Fairbanks	16a(South of Arctic Circle).....	3
Fort Yukon	16b(North of Arctic Circle).....	5
Barrow-Kobuk	17.....	9
Nome	18.....	7
Wade Hampton	19.....	8
Outside Alaska.....		minus 6

The Election Districts used are those designated by the Proclamation of Reapportionment Redistricting of December 7, 1961, and retained for the House of Representatives by proclamation of the Governor September 3, 1965.

Section 4 - Swing and Graveyard Shift Differentials.

Employees and temporaries who regularly work a "swing" shift beginning between 12:00 noon and 7:59 p.m. are entitled to a one-step increase over their normal pay as established by this Article.

Employees and temporaries who regularly work a "graveyard" shift beginning between 8:00 p.m. and 3:59 a.m. are entitled to a two-step increase over their normal pay as established by this Article.

Section 2 - Cost-of-Living Adjustment.

If the Consumer Price Index for Anchorage, published by the Bureau of Labor Statistics, rises more than three percent (3%) between 1 July, 1974, and 31 December, 1974, the Employer shall adjust the salary schedule of this Article so that the basic pay plan shall be increased effective 16 February, 1975, as shown below in the Consumer Price Index Table.

If the Consumer Price Index for Anchorage, published by the Bureau of Labor Statistics, rises more than three percent (3%) between January 1, 1975, and July 1, 1975, the Employer shall adjust the salary schedule of this Article so that the basic pay plan shall be increased effective August 16, 1975, as shown below in the Consumer Price Index Table.

If the Consumer Price Index for Anchorage, published by the Bureau of Labor Statistics, rises more than three percent (3%) between July 1, 1975, and December 31, 1975, the Employer shall adjust the salary schedule of this Article so that the basic pay plan shall be increased effective February 16, 1976, as shown below in the Consumer Price Index Table.

CONSUMER PRICE INDEX TABLE

Consumer Price Index Anchorage Increase Percent	Salary Schedule Increase Percent
at least 3.5% but less than 4.5%	1
at least 4.5% but less than 5.5%	2
at least 5.5% but less than 6.5%	3
at least 6.5% but less than 7.5%	4
at least 7.5% but less than 8.5%	5
at least 8.5% but less than 9.5%	6
at least 9.5% but less than 10.5%	7

If the Consumer Price Index increases 10.5% or more, the basic pay plan shall be increased consistent with the above progression.

to or enforcement of an Article or part of an Article should be restrained by a court of law, the remaining Articles of the Agreement shall not be affected.

Section 2 - Replacement.

If a determination or decision is made pursuant to Section 1 of this Article that part of this Agreement is in violation of Federal, State or local law, the parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement.

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement shall become effective on the 16th day of November, 1974, and shall remain in effect until December 31, 1975. It shall be renewed automatically thereafter from year to year unless either party shall give written notice during the period from December 1 to December 31 of any year of its desire to amend or modify this Agreement.

ARTICLE XVII

NO STRIKE OR LOCKOUT

There shall be no strikes, slowdowns, picketing, sickouts or stoppage of work during the term of this Agreement, it being the intent of the Employer and APEA that all controversies or disputes be settled amicably and harmoniously.

The Employer agrees that during the life of this Agreement, there will be no lockout.

Any violation of this Article by APEA or the Employer is not subject to the grievance-arbitration procedure, and either party may pursue such legal remedies as provided by law.

Disciplinary action taken against an employee for violation of this Article is subject to the grievance-arbitration procedure.

ARTICLE XVIII

SUPERSEDING EFFECT OF THIS AGREEMENT

If there is any conflict between the terms of this Agreement and any personnel memoranda or rules of the merit system, the terms of this Agreement shall supersede those memoranda or rules in their application to the bargaining unit.

ARTICLE XIX

CONDITIONS

Section 1 - Lunch Break.

A lunch period of not less than thirty (30) minutes shall be allowed approximately midway of each shift. An additional lunch period of thirty (30) minutes shall be allowed when an employee works two (2) hours or more past his normal shift and such additional lunch periods shall be considered as time worked at the proper overtime rate.

Section 2 - Itemized Deductions.

The Employer shall itemize all deductions except deferred compensation on pay checks so employees can clearly determine the purposes for which amounts have been withheld.

Section 3 - Pay Shortages.

Pay shortages shall be paid within ten (10) working days after receipt and verification of the employee's complaint.

Section 4 - Termination Pay.

When an employee is terminated, his wages become due immediately and shall be paid within three (3) working days. If not paid within the prescribed period, the penalty for wait-time pay to the employee shall be seven and one-half (7 1/2) hours' pay for each twenty-four (24) hour period thereafter. Postmark shall constitute date of pay.

Section 5 - Accident Board.

(a) The Employer shall have an accident board. The accident board shall consist of two (2) members chosen by the authorized APFA representative and two (2) members chosen by the Employer. The accident board shall investigate all accidents involving

Range	A	B	C	D	E	F (Longevity Increments of Final Step)				
05						848	880	914	949	984
06				848	874	902	935	969	1006	1044
07		848	874	902	929	959	995	1033	1071	1111
08	874	902	929	959	989	1021	1059	1099	1140	1183
09	929	959	989	1021	1053	1087	1128	1170	1214	1259
10	989	1021	1053	1087	1124	1159	1202	1248	1294	1343
11	1053	1087	1124	1159	1197	1236	1283	1332	1381	1433
12	1124	1159	1197	1236	1283	1332	1381	1433	1487	1543
13	1197	1236	1283	1332	1381	1433	1487	1543	1601	1662
14	1283	1332	1381	1433	1487	1543	1601	1662	1724	1788
15	1381	1433	1487	1543	1601	1662	1724	1788	1855	1924
16	1487	1543	1601	1662	1724	1788	1855	1924	1996	2071
17	1601	1662	1724	1788	1855	1924	1996	2071	2149	2230
18	1724	1788	1855	1924	1996	2071	2149	2230	2313	2400
19	1855	1924	1996	2071	2149	2230	2313	2400	2490	2583
20	1996	2071	2149	2230	2313	2400	2490	2583	2681	2781
21	2149	2230	2313	2400	2490	2583	2681	2781	2884	2993
22	2313	2400	2490	2583	2681	2781	2884	2993	3105	3222
23	2490	2583	2681	2781	2884	2993	3105	3222	3343	3468
24	2681	2781	2884	2993	3105	3222	3343	3468	3597	3733
25	2884	2993	3105	3222	3343	3468	3597	3733	3873	4018
26	2993	3105	3222	3343	3468	3597	3733	3873	4018	4169
27	3105	3222	3343	3468	3597	3733	3873	4018	4169	4325
28	3222	3343	3468	3597	3733		3873	4018	4169	4325

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(a) The Employer shall have an accident board. The accident board shall consist of two (2) members chosen by the authorized AFPA representative and two (2) members chosen by the Employer. The accident board shall investigate all accidents involving

Range	A	B	C	D	E	F (Longevity Increments of Final Step)					
05						848	880	914	949	984	
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09	929	959	989	1021	1053	1087	1128	1170	1214	1259	
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11	1053	1087	1124	1159	1197	1236	1283	1332	1381	1433	
12	1124	1159	1197	1236	1283	1332	1381	1433	1487	1543	
13	1197	1236	1283	1332	1381	1433	1487	1543	1601	1662	
14	1283	1332	1381	1433	1487	1543	1601	1662	1724	1788	
15	1381	1433	1487	1543	1601	1662	1724	1788	1855	1924	
16	1487	1543	1601	1662	1724	1788	1855	1924	1996	2071	
17	1601	1662	1724	1788	1855	1924	1996	2071	2149	2230	
18	1724	1788	1855	1924	1996	2071	2149	2230	2313	2400	
19	1855	1924	1996	2071	2149	2230	2313	2400	2490	2583	
20	1996	2071	2149	2230	2313	2400	2490	2583	2681	2781	
21	2149	2230	2313	2400	2490	2583	2681	2781	2884	2993	
22	2313	2400	2490	2583	2681	2781	2884	2993	3105	3222	
23	2490	2583	2681	2781	2884	2993	3105	3222	3343	3468	
24	2681	2781	2884	2993	3105	3222	3343	3468	3597	3733	
25	2884	2993	3105	3222	3343	3468	3597	3733	3873	4018	
26	2993	3105	3222	3343	3468	3597	3733	3873	4018	4169	
27	3105	3222	3343	3468	3597	3733	3873	4018	4169	4325	
28	3222	3343	3468	3597	3733		3873	4018	4169	4325	

Section 10 - Duty Station.

An employee's duty station or the employee shall not be transferred unless such transfer is in the best interest of the state.

Section 11 - Abolishments.

Any member whose position is abolished, except those whose employment is time limited as a condition of employment, will be given first consideration for a vacant position in the nearest range meeting his qualifications.

ARTICLE XXII

TIME OFF TO VOTE

The Employer shall provide reasonable and necessary time off for employees covered by this Agreement to vote in local, municipal, borough, State, Federal, and special elections; provided that the employee is unable, in the view of the Employer, to vote outside working hours.

ARTICLE XXIII

CLASSIFICATION AND WAGES

Section 1 - Monthly Salary Schedule.

Effective November 16, 1974, the following monthly salary schedule is approved as the basic pay plan for employees subject to this Agreement.

members of this unit and shall render a decision as to whether it is chargeable or nonchargeable accident within seven (7) days following said accident. The recommendations of the accident board shall be followed, unless the employee wishes to dispute the recommendations of the accident board, in which case the dispute shall be referred to the grievance procedure for further action.

(b) The Employer agrees that prior accidents, reprimands or disciplinary action will not be considered at accident board hearings unless the prior incidents relate to the accident under investigation.

ARTICLE XX

PARKING

Every effort will be made to provide reserved parking spaces for employees who are handicapped with respect to walking capability. If spaces are available, they will be assigned as near as practical within close proximity to the employee's working area. In those areas where the parking spaces are assigned specifically to the bargaining unit handicapped employees, the number and location of bargaining unit spaces will not be modified or changed before consulting with APEA.

ARTICLE XXI

TRANSFERS, PROMOTIONS AND DEMOTIONS

Section 1 - Lists.

An employee who is refused certification from or to an eligible list or whose name is removed from an eligible list shall be notified of such action by written notice and explanation from the Division of Personnel within fifteen (15) calendar days. An employee may have his name placed on the transfer list by submitting the proper forms to the Division of Personnel; this does not necessitate the approval of the employee's supervisor.

Section 2 - Pay.

An employee who has served one-half or more of the time required to be considered for his next merit increase shall, upon promotion (or reclassification of his individual position) to a position in a higher salary range, have his new salary fixed at Step A of the higher range or such other step as will provide an increase of two steps, whichever is greater.

An employee who has served less than one-half of the time required to be considered for his next merit increase shall, upon promotion to a position in a higher salary range, have his new salary fixed at step A of the higher range or such other step as will provide an increase of one step, whichever is greater.

If the entire class is moved from one salary range to another, the original anniversary date of the employee shall remain unchanged.

Any employee who has been delegated the authority in writing to act in a position in a higher range than his own for more than thirty (30) consecutive days shall, retroactive to the first day, be paid at the rate of the higher range. This shall not apply to positions whose class specification require them to act in the higher range. Upon commencement of his duties in his regular position, he will return to his normal rate of pay.

Section 3 - Demotions.

An employee who is demoted for just cause shall enter the new range at the step occupied in the higher range.

Section 4 - Voluntary Demotion.

An employee who receives a voluntary demotion may be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable state service, or at such other step approved in advance by the Director of Personnel.

Section 5 - Subfill.

Any employee who subfills in a position in a higher range than his own for more than (1) calendar day must, commencing with the second (2nd) day, be paid at the rate of the higher range. Any employee who subfills in a higher range than his own shall receive full credit for the time served in the form of a report to be placed in his personal file.

Section 6 - Promotion.

In appointment to a vacant position in the bargaining unit, consideration will first be given to those eligible employees within the bargaining unit before considering any applicant outside the bargaining unit.

Any employee may refuse a promotion to a higher grade or range. Refusal of a promotion by the employee shall not be cause for his name being removed from any eligible list.

Section 7 - Performance Evaluations.

Employees in this Agreement on probationary status will receive semi-annually written evaluations. Employees in permanent status shall receive annual evaluations which will be approved by only the rater and the employee. This does not preclude a review by the Employer.

Section 8 - Appeal of Final Examination.

An employee seeking promotion, who is not satisfied with the score received under the training and experience rating of his examination may apply for re-examination. If, after a final review by the Director, a candidate is still not satisfied with the score received, he may appeal to a final review panel.

The final review panel shall consist of three (3) members. One (1) member shall be designated by the APEA, one (1) member shall be designated by the Director of Personnel and the third (3rd) member shall be selected from a list of individuals with recognized expertise in the area acceptable by both panel members. Such list shall be provided by the United States Civil Service Commission. Decision of the panel shall be binding. Each of the first (1st) two (2) parties will bear its own expenses. The third (3rd) panel member's expenses will be shared equally by the two parties. Any expenses incurred by the employee shall be borne by him unless the panel determines that these expenses shall be reimbursed and shared equally by the two (2) parties.

No member of the panel may be a competitor or potential competitor for the job class under review.

Section 9 - Reclassifications.

No position shall be reclassified to a position outside this unit without the written notification to APEA concurrent with commencement of such action.

AGREEMENT

Between

STATE OF ALASKA

and

ALASKA PUBLIC EMPLOYEES
ASSOCIATION

Covering

General Government Unit Employees

1975-1976

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ARTICLE I

DEFINITION OF TERMS

(45) days of the date of signing of this Agreement. Each party shall designate a representative to oversee the printing and distribution of the Agreement.

ARTICLE XLI

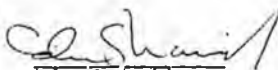
DURATION OF AGREEMENT

Section 1 -- Effective Date and Duration.

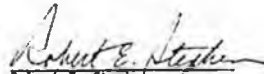
This Agreement shall become effective April 16, 1975, except as otherwise provided, and shall remain in effect until December 31, 1976. It shall be renewed automatically thereafter from year to year unless either party shall give written notice during the period from November 1, 1976, to December 31, 1976, or during the same period of any succeeding year thereafter, of its desire to amend or modify this Agreement.

Signed this 14th day of April, 1975 at Juneau, Alaska.

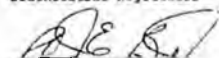
For the State of Alaska


Andrew E. Warwick
Commissioner
Department of Administration

For Alaska Public Employees
Association


Robert E. Stephen
Executive Director


Barry Jackson
Southcentral Negotiator


Robert L. Hatley
Northern Negotiator


Michael J. Murray, Jr.
Southeastern Negotiator

Section 1 -- Tense, Number and Gender.

As used in this Agreement:

(a) Words in the present tense, include the past and future tenses, and words in the future tense include the present tense.

(b) Words in the singular number include the plural, and words in the plural number include the singular.

(c) Words of the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

Section 2 -- Definitions:

(a) "Bargaining Unit" in this Agreement means the General Government Bargaining Unit.

(b) "Class Specification" is a written statement of duties and responsibilities which are characteristic of a class of positions and includes the education, experience, knowledge and ability required to perform the work of the class of positions. These duties shall be specifically enumerated.

(c) "Departmental Promotion List" means a register of those employees in a given department who have permanent status and who are on the eligible list for a class of positions at a higher salary level than the positions which the employees currently hold.

(d) "Dependent" in this Agreement with respect to the Health Insurance is limited to

(1) the employee's wife or husband, as the case may be, and

(2) the employee's unmarried children under 23 years of age, and residing in the United States of America (including Puerto Rico) or Canada.

(3) However, a dependent child who attains his 23rd birthday shall continue to be included within the term "dependent" with respect to medical benefits if proof is furnished to the insurance carrier within 30 days after his birthday that on his birthday the child is incapable of self-sustaining employment by reason of mental retardation or physical handicap and that the child became so incapable prior to his attainment of age 23 and that the child is chiefly dependent upon the employee for support and maintenance. The coverage as to such a child will be continued while the incapacity continues and while the employee's coverage with respect to his dependents remains in force, provided the child meets all the requirements of the definition of "dependent" except age. The insurance carrier has the right to require proof of the continuance of the incapacity of the child from time to time while this Agreement remains in force.

(e) "Disciplinary Grievance" in this Agreement means a procedure of review provided for in Article X whereby a permanent employee can seek review of his dismissal, demotion or a single suspension in excess of thirty (30) days.

(f) "Eligible List" as used in this Agreement means a list of persons who have qualified under the personnel rules for appointment to positions in a specified class.

(g) "Employee Representative" in this Agreement means any Bargaining Unit Member designated as such by APEA.

(h) "Employee" in this Agreement means a person in the State Service who is paid a salary or wage and holds probationary, permanent, or provisional status working in a position that has been designated by the State Labor Relations Agency as a General Government Unit classification.

(i) "Holiday" in this Agreement means:

1. The first of January, known as New Year's Day,
2. The 12th of February, known as Lincoln's Birthday,

B. A standard per diem for the employee, half of the standard per diem for his spouse, and a \$10.00 per diem for each of his other dependents while enroute. Upon arrival at the new duty station, the employee, his spouse and his dependents are entitled to per diem at the same rate as for per diem while enroute for not more than ten (10) days while the employee is seeking permanent housing.

C. When applicable, a ticket for the entire family and each family-owned conveyance for transportation on the State Ferry System. Conveyance, for the purposes of this subsection, shall mean automobiles, trucks, motor homes, motorcycles; cargo, boat, motorcycle, and camp trailers.

D. The Employer may authorize the payment of travel and per diem to secure housing prior to the change in duty station. Such authorization, however, shall be made if the change in duty station is at the request of the Employer.

Section 6 — Reimbursable Moving Expenses.

Employees shall be reimbursed for moving expenses under Section 7676 of the "State Administrative Manual" at the rate of twenty cents (20 Cents) per mile. Personal effects as defined in Article I, Section 2 is applicable.

Section 7 — Privately Owned Conveyance.

Under Section 7622 of the "State Administrative Manual" employees shall be reimbursed at the rate of twenty cents (20 Cents) per mile.

ARTICLE XL

PRINTING OF AGREEMENT

The parties agree to share equally the cost of printing this Agreement. The Employer shall make every reasonable effort to distribute one copy to each incumbent Bargaining Unit Member. APEA headquarters shall receive a minimum of 2,000 copies. Copies shall be distributed within forty-five

Section 2 – Non-Commercial Rates.

Non-commercial rates lower than those amounts set forth in Section 1 may be established in accordance with the May 1970 provisions of Section 7640.3 of the "State Administrative Manual."

Section 3 – Higher Rates.

Whenever the Commissioner of Administration finds that the rates set forth in Section 1 are not adequate to obtain lodging and meals in any community, he will increase the per diem allowance for that community.

Section 4 – Meal Allowances.

A meal allowance will be allowed an employee who is on travel status for at least three (3) hours:

Time	Meal	Allowance
Midnight to 10:00 a.m.	Breakfast	\$ 3.50
10:00 a.m. to 3:00 p.m.	Lunch	4.00
03:00 p.m. to midnight	Dinner	8.50

Section 5 -- Reimbursable Travel Expenses.

Whenever an employee is required to change his place of residence because of change in assignment, promotion or other reason related to his duties, he shall be reimbursed for transportation expenses as follows:

A. Tourist class airfare for the employee and his dependents or twenty (20) cents per mile for driving each family-owned conveyance. Conveyance, for the purposes of this subsection, shall mean automobiles, trucks, motor homes, motor cycles, aircraft, and boats.

3. The third Monday in February, known as Washington's Birthday,

4. The last Monday in March, known as Seward's Day,

5. The last Monday in May, known as Memorial Day,

6. The Fourth of July, known as Independence Day,

7. The first Monday in September, known as Labor Day,

8. The 18th of October, known as Alaska Day,

9. The 11th of November, known as Veteran's Day,

10. The fourth Thursday in November, known as Thanksgiving Day,

11. The 25th of December, known as Christmas Day,

12. Every day designated by public proclamation by the President of the United States or the Governor of the State of Alaska as a legal holiday.

(j) "Interdepartmental Promotion List" means a register of those employees of the State who have permanent status and who are on the eligible list for a class of positions at a higher salary level than the positions which the employees currently hold.

(k) "Overtime" in this Agreement shall be all work performed by overtime eligible Bargaining Unit Members in excess of the work week.

(l) "Personnel File" in this Agreement means all those documents, reports, written or otherwise recorded evaluations of a person's performance while performing duties on behalf of the Employer, and any other material pertaining to that person that is kept in that file.

(m) "Temporary" or "Temporary Employee" in this Agreement means a person in the State service who is paid a salary or wage and holds temporary status working in a classification that has been designated by the State Labor Relations Agency as a General Government Unit classification.

(n) "Travel Status" employees or temporaries shall be considered in travel status from the time an authorized trip begins until it ends. For purposes of interpretation, travel status will begin and end when the employee or temporary leaves and returns to his immediate work station if travel begins and ends during assigned working hours, or when the employee or temporary leaves and returns to his home if travel begins and ends outside assigned working hours.

(o) "Personal Effects" shall include all personal property and possessions.

(p) "Just Cause": Just cause means, but is not limited to, incompetence, unsatisfactory performance of duties, unexcused absenteeism, drunkenness, dishonesty and gross disobedience.

(q) "Work Week" in this Agreement shall consist of 37½ hours within a maximum of five (5) consecutive days and all permanent, full-time employees shall be guaranteed a full work week provided they are ready, willing and able to work unless suspended, on lay-off, or leave without pay.

ARTICLE II RECOGNITION

Section 1 – General Recognition.

The State of Alaska, hereinafter referred to as the Employer, recognizes the Alaska Public Employees Association, hereinafter referred to as APEA, as the exclusive representative of all permanent, probationary, provisional and temporary employees in the General Government Unit for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment. It is recognized that all new classifications created by the Employer shall be placed in the appropriate bargaining unit, consistent with prior Labor Relations Agency rulings on the type of work involved.

Per Diem Allowances

For Bargaining Unit Members Who Obtain Overnight Lodging

House Election District No.	Steps Above Basic Per Diem	Per Cent Factor	** Short-Term Per Diem Rate	Long-Term Rate(60%of Short-Term)
0*	0	100.00	\$ 40.00	\$ 24.00
1	0	100.00	40.00	24.00
4	0	100.00	40.00	24.00
8	0	100.00	40.00	24.00
2	1	103.75	41.00	24.60
3	1	103.75	41.00	24.60
7	1	103.75	41.00	24.60
5	2	107.50	43.00	25.80
9	2	107.50	43.00	25.80
10	2	107.50	43.00	25.80
11	2	107.50	43.00	25.80
16-S	6	111.25	44.00	26.40
6	4	115.00	45.00	27.00
12	7	126.25	49.00	29.40
13	7	126.25	49.00	29.40
18	7	126.25	49.00	29.40
14	8	130.00	51.00	30.60
19	8	130.00	51.00	30.60
15	9	133.75	52.00	31.20
16-N	9	133.75	52.00	31.20
17	9	133.75	52.00	31.20

The Election Districts used are those designated by the Proclamation of Reapportionment Redistricting of December 7, 1961, and retained for the House of Representatives by proclamation of the Governor, September 3, 1965.

*House Election District "0" denotes any place not in Alaska
 **"Short-term" rate is rounded to nearest whole dollar.

Section 5 – Hazard Pay.

As of the effective date of this Agreement, employees who are required to work under dangerous conditions shall receive hazard pay of seven and one-half (7½) per cent in four (4) hour increments so worked. Dangerous conditions shall be defined as working at heights more than twenty-five (25) feet above the ground on towers, bridgework and antennas so designated by the Employer, and transportation by helicopter required by the Employer.

ARTICLE XXXIX

TRAVEL AND PER DIEM

Section 1 – Basic Per Diem.

The Employer shall provide, as appropriate, the following per diem allowances for Bargaining Unit Members covered by this agreement while traveling on official State business in accordance with the schedule below:

Subsequent to the effective date of this agreement the Labor Relations Agency and APEA shall be notified of all new classifications created within ten (10) days of such action and such notification to include the specifications of the job classifications. Both parties recognize that the Labor Relations Agency shall retain its authority to make final determination of unit classification assignments. No position shall be reclassified to a class outside this Bargaining Unit without written notification to APEA of such action concurrent with the notification to the Department. The words "employee" and "employees" as used in this Agreement shall mean only employees serving in the General Government Unit except temporaries, provided that temporaries, while not defined as employees under this Agreement, are nevertheless members of the General Government Unit.

Section 2 – Representation of temporaries recognized.

It is recognized that the need exists to hire temporaries in positions similar in duties and requirements to permanent positions in the bargaining unit. The Employer and APEA now agree that all determinations concerning the terms and conditions of temporary employment shall be made independently by the Employer, except as provided for in this Article or as specifically provided for in subsequent Articles.

(a) All temporaries shall meet the minimum qualifications as required of individuals seeking permanent employment in the class into which they are to be hired.

(b) (1) A temporary employee may be employed by any one department for a maximum of nine (9) consecutive months in any twelve (12) month period. Such appointment may not be extended.

(2) The individual would then be entitled to immediately seek further temporary employment with another department.

(c) An individual hired into a class covered by this Agreement as a temporary must perform the work of that class and may not be paid less than the entry step of the range assigned to the class in which he is to work.

(d) (1) Temporary employees are covered by the holiday provisions of this agreement and the Personnel Regulations.

(2) Temporaries who begin a shift and are then sent home during the first half of the shift shall receive four hours pay or their normal hours of work, whichever is less. Temporaries who are sent home during the second half of a shift shall receive seven and one-half (7½) hours pay or their normal hours of work, whichever is less.

ARTICLE III

STATEMENT OF POLICY AND PURPOSE

It is the policy of the Employer and APEA to continue harmonious and cooperative relationships between State employees and the Employer and to insure orderly and uninterrupted operations of government. This policy is effectuated by the provisions of the Public Employment Relations Act, AS 23.40, granting public employees the rights of organization and collective bargaining concerning the determination of terms and conditions of their employment. The Employer and APEA now desire to enter into an agreement reached through collective bargaining which will have for its purpose, among others, the following:

(a) To recognize the legitimate interests of the employees of the State of Alaska to participate through collective bargaining in the determination of the terms and conditions of their employment.

(b) To promote fair and reasonable working conditions.

(c) To promote individual efficiency and service to the citizens of the State.

(d) To avoid interruption or interference with the efficient operation of State Government.

(e) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE IV

MERIT PRINCIPLES

The parties agree that it is their mutual intent to strengthen the merit principles in the bargaining unit and, pursuant to AS 23.40.070(3), shall use all due diligence to maintain merit principles among public employees.

Illustrative Place Names & Duty Stations	House Election District	Steps Above Basic Pay Plan
Ketchikan-Prince of Wales	1	0
Wrangell-Petersburg	2	1
Sitka	3	1
Juneau	4	0
Icy Strait-L. in Cana.	5	2
Cordova	6a	4
Valdez Duty Station	6b	5
Palmer-Wasilla	7	1
Anchorage	8	0
Seward	9	2
Kenai-Cook Inlet	10	2
Kodiak	11	2
Aleutian Islands	12	7
Bristol Bay	13	7
Bethel	14	8
Yukon-Kuskokwin	15a	9
Duty Station of Nenana	15b	8
Fairbanks	16a (S. of Arctic Circle)	4
Fort Yukon	16b (N. of Arctic Circle)	9
Larrow-Kobuk	17	9
Nome	18	7
Wade-Hampton	19	8
Outside Alaska		- 6

The Election Districts used are those designated by the Proclamation of Reapportionment Redistricting of December 7, 1961, and retained for the House of Representatives by proclamation of the Governor September 2, 1965.

Section 4 – Swing and Graveyard Shift Differentials.

a. Employees and temporaries who regularly work a "swing" shift beginning between 12:00 noon and 7:59 p.m. are entitled to a one-step increase over their normal pay as established by this Article.

b. Employees and temporaries who regularly work a "graveyard" shift beginning between 8:00 p.m. and 3:59 a.m. are entitled to a two-step increase over their normal pay as established by this Article.

The above schedule shall exclude those employees whose salary has been frozen in accordance with Personnel Rule 9 02 152. Salary setting for those employees shall be in accordance with Personnel Rule 9 02 1523.

(b) Should the CPI for anchorage rise more than 9 percentage points during the calendar year of 1975 on February 16, 1976, the schedule will be adjusted based on the increase of full percentage points for the year retroactive to the beginning of the calendar quarter in which the rise exceeded 9%.

(c) The schedule for calendar year 1976 (January 1 to December 31) shall be the schedule shown in (b) above as adjusted on February 16, 1976, with the addition of a 9% prepayment on the rise of cost of living following the same procedure as outlined in (b) above. Should the Anchorage CPI index fail to rise 9% during the calendar year 1975, the prepayment for calendar year 1976 shall be the actual rise in cost of living in 1975 to the last full percentage point.

(d) Should the CPI for Anchorage rise more than the prepayment during the calendar year of 1976; on February 16, 1977, the schedule will be adjusted based on the increase of full percentage points for the year retroactive to the beginning of the calendar quarter in which the rise exceeded the 1976 prepayment.

Section 3 – Geographic Differential.

The following pay step differentials are approved as an amendment to the basic pay plan provided for in Section 2 of this Article:

ARTICLE V

MANAGEMENT RIGHTS

It is recognized that the Employer retains the right, except as otherwise provided in this Agreement, to manage the affairs of the State and to direct its workforce. Such functions of the Employer include, but are not limited to:

(a) recruit, examine, select, promote, transfer and train employees of its choosing, and to determine the methods of such actions;

(b) assign and direct the work; develop and modify class specifications as well as assignment of the salary range for each classification, and allocate positions to those classifications; determine the methods, materials and tools to accomplish the work; designate duty stations and assign employees to those duty stations;

(c) reduce the work force due to lack of work, funding or other cause consistent with efficient management; discipline, suspend, demote, or dismiss employees for just cause;

(d) establish reasonable work rules; assign the hours of work and assign employees to shifts of its designation.

All of the functions, rights, powers and authority of the Employer not specifically abridged, delegated or modified by this Agreement are recognized by APEA as being retained by the Employer.

ARTICLE VI

ASSOCIATION ACTIVITIES

The Employer agrees that it will not in any manner, directly or indirectly, attempt to interfere between any of its employees or temporaries and APEA; it will not in any manner restrain or attempt to restrain any employee or temporary from belonging to APEA or from taking an active part in APEA affairs; and that it will not discriminate against any employee or temporary because of his APEA membership or any reasonable APEA activity.

ARTICLE VII

APEA RESPONSIBILITY

(1) APEA assumes all obligations and responsibility for this unit and APFA shall retain the rights to discipline members in this bargaining unit. No Bargaining Unit Member shall be discriminated against for the upholding of APEA principles and any Bargaining Unit Member who works under the instructions of APEA or who serves on a committee shall not lose his position or be discriminated against for this reason.

(2) APEA agrees that this Agreement is binding on each and every member of this bargaining unit and that its members, individually or collectively, accept full responsibility for carrying out all of the provisions of this Agreement.

(3) APEA agrees that it will actively combat absenteeism and other practices which may hamper the Employer's operation and that APEA will vigorously support the Employer in efforts to eliminate waste and inefficiency, to improve the quality of workmanship and to promote goodwill between the Employer and Bargaining Unit Members.

(4) APEA agrees to make every effort to see that the bargaining unit members working under this Agreement obey all reasonable rules and regulations prescribed by the Employer.

(5) The Employer shall neither interfere with nor support APEA in its discipline of the members of this bargaining unit. This provision shall not relieve the Employer of its responsibility to terminate bargaining unit members for non-payment of APEA agency fees or membership dues as set forth in the agency shop provisions of this agreement.

ARTICLE VIII

SECURITY OF THE PARTIES

Section 1 – Agency Shop.

a. It is recognized that APEA owes the same responsibilities to all employees and is to provide benefits and services to all Bargaining Unit Members whether or not they are

Range No.	(Longevity Increments of Final Step)											
	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step J	Step K	Step L	Step M	Range No.
05						835					935	05
06				835	861	888	888	861	888	901	992	06
07		835	861	888	916	945	945	916	981	1,018	1,055	07
08	861	888	916	945	974	1,007	1,007	974	1,044	1,083	1,124	08
09	916	945	974	1,007	1,035	1,071	1,035	1,035	1,112	1,153	1,197	09
10	974	1,007	1,039	1,071	1,107	1,142	1,107	1,107	1,185	1,230	1,275	10
11	1,039	1,071	1,107	1,142	1,180	1,219	1,180	1,219	1,265	1,312	1,361	11
12	1,107	1,142	1,180	1,219	1,265	1,312	1,265	1,312	1,361	1,413	1,466	12
13	1,180	1,219	1,265	1,312	1,361	1,413	1,361	1,413	1,466	1,522	1,578	13
14	1,265	1,312	1,361	1,413	1,466	1,522	1,466	1,522	1,578	1,638	1,699	14
15	1,361	1,413	1,466	1,522	1,578	1,638	1,578	1,638	1,699	1,763	1,829	15
16	1,466	1,522	1,578	1,638	1,699	1,763	1,699	1,763	1,829	1,897	1,967	16
17	1,578	1,638	1,699	1,763	1,829	1,897	1,829	1,897	1,967	2,042	2,119	17
18	1,699	1,763	1,829	1,897	1,967	2,042	1,897	1,967	2,042	2,119	2,279	18
19	1,829	1,897	1,967	2,042	2,119	2,199	2,042	2,119	2,199	2,365	2,546	19
20	1,967	2,042	2,119	2,199	2,279	2,365	2,199	2,279	2,365	2,455	2,642	20
21	2,119	2,199	2,279	2,365	2,455	2,546	2,365	2,455	2,546	2,741	2,951	21
22	2,279	2,365	2,455	2,546	2,642	2,741	2,546	2,642	2,741	2,843	3,061	22
23	2,455	2,546	2,642	2,741	2,843	2,951	2,741	2,843	2,951	3,061	3,176	23
24	2,642	2,741	2,843	2,951	3,061	3,176	2,951	3,061	3,176	3,295	3,419	24
25	2,843	2,951	3,061	3,176	3,295	3,419	3,176	3,295	3,419	3,546	3,680	25
26	2,951	3,061	3,176	3,295	3,419	3,546	3,295	3,419	3,546	3,680	3,818	26
27	3,061	3,176	3,295	3,419	3,546	3,680	3,419	3,546	3,680	3,818	3,961	27
28	3,176	3,295	3,419	3,546	3,680		3,546	3,680	3,818	3,961	4,109	28

ARTICLE XXXVII

STUDY OF TEMPORARY EMPLOYMENT

The State and APEA shall jointly request the legislature to direct the Legislative Affairs Committee to conduct a study to determine the possibility and desirability of reducing temporary employment and increasing permanent probationary employment in this Bargaining Unit.

ARTICLE XXXVIII

CLASSIFICATION AND WAGES

Section 1 — Retroactive Pay.

Retroactive pay shall, for those on the payroll in the unit on the date of signing, be applied as follows:

- a. for pay period ending 2/15/75 19.82% of gross wages paid
- b. for pay period ending 3/15/75 9% of gross wages paid
- c. for pay period ending 4/15/75 9% of gross wages paid

Section 2.

- a. Effective 4/16/75 the following shall be basic salary schedule for all Bargaining Unit members:

members of APEA. All employees and temporaries shall, as a condition of continued employment, either become a member of APEA and pay APEA dues or pay an agency fee to APEA equal to the amount of APEA dues assessed uniformly against all APEA members in this bargaining unit. Payment of APEA dues or agency fees shall commence within thirty (30) days after the date of hire.

b. Beginning the week that is thirty (30) days following the date of the final signing of this Agreement, the Division of Personnel shall furnish to the APEA Juneau office one copy of the appointing personnel action form for each new hire into the bargaining unit. Such copies will be furnished on a weekly basis and not later than the week following the week in which the form is received in the Personnel Records Section.

c. Persons to be employed in the bargaining unit in Juneau, Anchorage, and Fairbanks shall be notified by the Employer at the time of hire that he (she) has ten (10) days to report to the local APEA office to be advised of his (her) agency shop obligations under this Agreement. The Employer shall not sign up new hire for APEA agency fees or membership dues. The employee shall report to the local APEA office on his (her) own time.

d. Upon request by APEA, a Bargaining Unit Member who has been employed for more than thirty (30) days and who is not complying with the agency shop provisions of this Agreement, shall be terminated by the Employer.

Section 3 — No strike or Lockout, Picket Lines.

a. APEA agrees that during the life of this Agreement APEA, its agents or its Bargaining Unit Members will not authorize, instigate, aid, or engage in any work stoppage, slowdown, sickout, refusal to work, picketing, or strike against the Employer.

b. If a picket line is established and sanctioned by APEA and officially announced by the Executive Director, it shall not be a violation of this Agreement and it shall not be cause for discipline or discharge in the event a Bargaining Unit Member refuses to enter upon any property involved in such a primary labor dispute or refuses to go through or work behind any such

primary line including primary picket lines at the Employer's place of operation. The provisions of this paragraph do not apply to class (1) and (2) employees under AS 23.40.200.

c. The Employer agrees that during the life of this Agreement, there will be no lockout.

d. Any violation of this Article by APEA or the Employer is not subject to the Grievance-Arbitration procedure, and either party may pursue such legal remedies as provided by law.

e. Disciplinary action taken against an employee for violation of this article is subject to the Grievance-Arbitration procedure.

Section 3 – Membership.

It is further recognized that employees or temporaries covered under this Agreement will not be required to become a member of APEA as a condition of their employment, and there shall be no discrimination against an employee or temporary because of his membership or non-membership in APEA. Employees and temporaries may or may not join APEA at their discretion, but they must abide by the provisions of *Section 1* of this Article.

Section 4 – Representatives.

APEA shall have representatives who are not employees of the Employer who shall be authorized to speak for APEA in all matters governed by this Agreement and shall be permitted to visit any work area at any time with prior approval of the Employer. Such approval shall not be unreasonably withheld.

Section 5 – Employee Representatives.

a. In addition to the above, APEA shall upon written notice to the Employer, authorize a reasonable number of representatives from among the employees of the Employer. The Employee Representatives shall be allowed to handle complaints and grievances under this Agreement with the proper Employer representative during working hours. The Employee Representative shall suffer no loss in compensation for time spent in the pursuit of his Employee Representative's

2. Any employee who does not use this leave shall have the unused portion deducted from his leave account balance as of January 15.

b. An employee's request for annual leave will not be unreasonably withheld.

c. Should circumstances cause the Employer to refuse the employee any opportunity to take the full ten (10) days of annual leave during the calendar year, any unused portion of the ten (10) day mandatory leave shall not be deducted from the employee's leave balance at the end of the calendar year.

d. Annual leave accrued but not used shall accumulate to a maximum of not more than sixty days on January 15 of any calendar year.

1. If an employee would have, as of January 15, an amount of leave in excess of sixty (60) days, the employer may, after consultation with the employee, schedule such leave in excess of sixty (60) days.

2. If an employee has an amount of annual leave in excess of sixty (60) days as of January 15 such amount in excess of sixty (60) days shall be paid in cash.

Section 2 – Sick Leave.

Upon the death of an employee, any unused sick leave balance shall be paid in cash to his beneficiaries at his current pay rate.

ARTICLE XXXVI

JOINT SUPPORT OF LEGISLATION

The Administration will support reasonable improvement in the Public Employees Retirement System.

Such leave shall be granted first from the employee's accrued annual leave. Should the employee not have sufficient accrued annual leave for the purposes of this provision, then the Employer shall grant approved leave without pay to the employee.

In the event that leave to an individual would impact State operations to a degree which, in the judgment of the Employer, would seriously impinge upon the interests of the State, the parties will meet to seek agreement on a reasonable alternative. The employer specifically agrees that only bona fide cases will be presented and APEA agrees that in such cases the employer will not be bound to the provisions of this section.

Section 3 — Educational Advancement.

The Employer recognizes that to insure maximum efficiency and promote employee development, employee training is desirable. The Employer agrees that when practicable he will attempt to promote employee training. Employees, to be eligible for any form of Employer financial assistance, must have the prior approval of the Employer. Assignment of training opportunities will be made as equitably as possible within fiscal and manpower limitations.

Section 4 — APEA Leave.

Upon application by APEA to the Director of Personnel, an employee may be granted up to eighteen (18) months leave without pay for purposes of serving as an official of APEA, provided that such leave, if approved, shall be not less than six (6) months. Approval of such leave shall not be unreasonably withheld.

ARTICLE XXXV

LEAVE

Section 1 — Annual Leave.

a. 1. Each employee shall take at least ten (10) days annual leave during each calendar period beginning January 16 and ending January 15 of the succeeding year.

duties. Employee Representatives shall be granted not to exceed two (2) hours per week to contact Bargaining Unit Members during working hours for the purposes provided in this Section.

b. The ratio of Employee Representatives shall not exceed one (1) Employee Representative for each twenty-five (25) Bargaining Unit Members in the entire Bargaining Unit.

Section 6 — Exclusive Negotiations With APEA.

The Employer will not negotiate or handle grievances with any employee organization other than APEA with reference to terms and conditions of employment of employees and temporaries in the General Government Unit. When individuals or organizations other than APEA request negotiations or handling of grievances, they will be advised by the Employer to transmit their request to APEA.

Section 7 — Checkoff and Payroll Deductions.

a. Employees and temporaries who desire to have dues, fees, or other employee benefits, as specified in this Section, deducted from the pay to which they would otherwise be entitled and have those funds paid to APEA shall authorize such payroll deductions by executing a checkoff on a form mutually agreed to by the parties to this Agreement. Upon receiving such authorization, the Employer shall make the deductions so authorized and promptly forward these deductions to APEA.

b. All dues or agency fees assignments executed by Bargaining Unit Members shall be effective for as long as such Bargaining Unit Member is employed by the Employer in a classification coming within the purview and life of this Agreement, except as provided in this subsection. All requests for elimination of payroll deduction of agency fees or membership dues shall not be honored by the Employer until after APEA headquarters in Juneau has been notified.

c. APEA shall have the right to receipts from deduction of APEA and EPIC dues, or agency fees, APEA-sponsored insurance premiums and APEA-sponsored employee benefits as agreed to by the parties to this Agreement is previously authorized or as may be authorized by the Bargaining Unit Member. No other employee organization shall be accorded

payroll deduction privileges with regard to the bargaining unit. The Executive Director of APEA shall immediately notify the Director of Personnel of the State of Alaska in writing of any decrease or increase in authorized dues or increase in authorized dues or agency fees deductions. The Employer shall then make appropriate changes in payroll deductions without further notice, provided that any change does not conflict with the amount authorized by the Bargaining Unit Member. The Employer agrees to make such deduction promptly and to remit to APEA within ten (10) working days the amount so deducted, together with a list of Bargaining Unit Members showing amounts deducted from each and the purpose for which each deduction was made.

Section 8 – List of Bargaining Unit Members.

The Employer shall furnish to APEA its current monthly list of all Bargaining Unit Members and their addresses in the unit, once monthly, at no cost to APEA. This list shall also include the Bargaining Unit Member's name, classification, range, and step, indication of payment of agency fee, APEA dues and EPIC deductions, date of hire, and termination date (if applicable).

Section 9 – Meeting Space.

Where there is appropriate available meeting space in buildings owned or leased by the Employer, this space may be used for meetings by APEA provided that a request is approved in advance pursuant to the rules of the department or the agency concerned. APEA agrees to pay any extraordinary costs incurred as a result of such usage.

Section 10 – Bulletin Boards.

Past practice with regard to bulletin boards shall continue.

ARTICLE IX

PROTECTION OF RIGHTS

Section 1 – Revocation of licenses.

In the event an employee shall suffer a revocation of his license because of violations of any Federal, State or City law by the Employer, the Employer shall provide suitable and continued employment for such employee, at not less than

2. Observance of holidays – A designated holiday will normally be observed on the calendar day on which it falls, except employees who are regularly scheduled to work on Monday through Friday will observe the preceding Friday when the holiday falls on Saturday, and will observe the following Monday when the holiday falls on Sunday. Normally only those employees designated in advance by appropriate supervision will be required to work on a designated holiday. When a designated holiday falls on an employee's scheduled day off, other than Saturday or Sunday, the day off may be rescheduled to another day within the work week.

ARTICLE XXXIV

LEAVE OF ABSENCE

Section 1 – Maternity Leave.

Immediately preceding and following childbirth, an employee is entitled to take a total of nine (9) weeks leave. This leave will be charged first to sick leave and if this is insufficient, then, at the employee's option, to annual leave or leave without pay for the balance of the period of nine (9) weeks. Upon application and under extenuating circumstances, additional leave may be granted by the appointing authority. A physician's certificate shall be required to support the additional leave request. Where a maternity leave of absence is taken in accordance with this section, the employee shall accumulate service credit during such paid leave of absence.

Section 2 – Leave to Attend APEA Business Functions.

The Employer shall grant annual leave or approved leave without pay to the employee officers of APEA to attend the following APEA business functions:

1. Executive Committee Meetings
2. Council Meetings
3. Annual Assembly
4. Annual Contract Formulation Meeting

Section 1 -- Employee Life Insurance.

The Employer shall insure the life of every employee in the principal amount of \$2,000.

Section 2 -- Travel Accident Insurance.

The Employer shall insure the life of each employee against accidental death while the employee is traveling within the scope of his State employment in the amount of \$35,000. The employee shall name the beneficiary or beneficiaries.

Section 3 -- Health Insurance.

The Employer shall pay the total premium for the health, dental, audio and visual insurance for the employee, the employee's spouse and the employee's dependents at the level of coverage currently afforded the employee. It is understood and agreed between the parties that the State will increase health insurance coverage on medical costs over \$5,000 and up to \$50,000 in any year, effective December 1, 1974.

ARTICLE XXXII

SOCIAL SECURITY

The Employer shall appoint a representative to serve on a committee with a representative from APEA. The committee shall conduct a study of the Social Security Retirement System as it affects employees of the State of Alaska. The committee shall determine the scope of the study.

ARTICLE XXXIII

HOLIDAYS

1. All employees shall be entitled to and compensated accordingly for all holidays listed in Article I, Section 2 of this agreement.

his standard rate of pay at the time of revocation of the employee's license for the entire period of revocation of the license and the employee shall be reinstated to the position held prior to revocation of his license, after his license is restored.

Section 2 -- Stolen or damaged property

Bargaining Unit Members shall not be responsible for stolen or damaged property except in case of proven negligence or deliberate act. This shall include the use of credit cards for any purpose or any other method of giving credit.

ARTICLE X

GRIEVANCE-ARBITRATION

A grievance shall be defined as any controversy or dispute arising between APEA or an employee or employees and the Employer. Having a desire to create and maintain labor relations harmony, the parties agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving questions of interpretation or application of the terms and provisions of this Agreement & any other controversy or dispute having occasion to arise between the parties. If differences or disputes of any kind arise between APEA or the employees covered herein and the Employer, APEA or the aggrieved employee or employees, as the case may be, shall use the following procedure as the sole means of settling said difference, dispute or controversy.

STEP ONE: If there is an aggrieved employee, he shall first attempt to settle the grievance through discussion with his first level of supervision outside the bargaining unit.

STEP TWO: Failing to settle the grievance in accordance with *Step One*, the grievant shall then immediately reduce such grievance to writing on forms provided; such written grievance shall then be submitted to his first level of supervision outside the bargaining unit. A copy shall also be sent to the APEA representative who, along with the aggrieved employee and the supervisor shall attempt to settle the grievance.

STEP THREE: If the grievance is not settled within five (5) full working days after submission to the APEA representative and the Supervisor as set out in *Step Two*, the APEA representative shall immediately refer the grievance to the business representative of APEA and to the Commissioner or such other administrative head as may be the highest level supervisor of the department or agency in which the grievant is employed. The Commissioner of that department or agency shall answer the business representative within ten (10) days.

STEP FOUR: If the grievance cannot be settled as outlined in *Step Three*, within ten (10) days after the answer of the Commissioner is received the grievance may be submitted by APEA for settlement to the Commissioner of the Department of Administration. In the event the matter is settled by written agreement between the APEA representative and the Commissioner of Administration such written agreement shall have the same force and effect as a decision or award of the arbitrator and be final and binding on each of the parties and that they will abide thereby. Should either party fail or refuse to abide by the written agreement, the prevailing party shall be free to take whatever action it deems necessary and such action will not be considered in violation of this Agreement.

STEP FIVE: ARBITRATION • a grievance which involves the meaning or application of the express terms of this Agreement or a disciplinary grievance which has not been settled at *Step Four* may be submitted by APEA or the Employer to arbitration. The request for arbitration must be received within 30 days of the completion of *Step Four*. The parties will meet within five (5) days to strike names.

Within thirty (30) days of the signing of this Agreement, the Employer and APEA will jointly petition the United States Federal Mediation and Conciliation Service and request that a panel of five (5) qualified arbitrators be designated.

In the event that arbitration becomes necessary the board of arbitration will be composed as follows: One (1) member appointed by APEA, one (1) member appointed by the Employer, and the above two (2) will select the third (3) member by alternately striking from the United States Federal

It is necessary from time to time to recall Bargaining Unit Members who are not eligible for overtime and APEA agrees that an employee obligation exists.

(b) When employees are ordered to remain at home, or periodically report their whereabouts and be available for immediate recall, their names shall be placed on a standby roster. Assignments to a standby roster shall be, insofar as it is possible, equitably rotated among employees normally required to perform the anticipated duties; provided that nothing in this Article shall preclude the assignment of an individual to a standby roster whose knowledge makes him the most logical choice for the anticipated tasks. An amount equal to ten (10) percent of seven and one-half (7.5) times the employee's hourly base salary will be paid to an employee who is assigned to a standby roster for each calendar day or portion of a calendar day of such assignment. The daily rate of compensation shall include geographic and shift pay as may be appropriate.

Section 4 -- Continuous Hours of Work.

An employee shall not be required to work in excess of 15 hours within one twenty-four hour period except in a dire emergency.

Section 5 -- Holiday Pay.

All hours worked on a holiday shall be considered as overtime hours. Employees eligible to receive overtime pay under existing regulations shall be compensated at the rate of one and one-half (1.5) times the hourly base salary in addition to the applicable base salary for that holiday.

ARTICLE XXXI

HEALTH AND SECURITY

Insurance now provided in whole or in part by the Employer shall be continued for the life of this Agreement. This includes, but is not limited to the following:

ARTICLE XXIX

SHIFT ASSIGNMENTS

Shift assignments shall not be used for the purpose of disciplining employees and shall be made as equitably as practicable consistent with the needs of state government.

ARTICLE XXX

OVERTIME, RECALL AND STANDBY

Section 1 – Overtime.

The parties agree to continue the Fair Labor Standards Act guidelines for determination of overtime eligibility of classified employees in the bargaining unit. All work performed by eligible employees in excess of thirty-seven and one-half (37½) hours per week is overtime and shall be paid at the rate of time and one-half of regular pay.

Section 2 – Distribution of Overtime.

It is the policy of the Employer, insofar as possible, to equalize the distribution of overtime among employees. A record of actual overtime hours worked by the employee will be maintained and made available for reasonable inspection by appropriate APEA representatives.

Section 3 – Recall and Standby.

(a) If a Bargaining Unit Member eligible for overtime is called back to work within four (4) hours after the completion of his shift he shall be paid at the appropriate overtime rate for actual hours worked. If he is recalled later than four (4) hours after completion of his regular shift the Bargaining Unit Member shall be entitled to a minimum of four (4) hours pay at the appropriate overtime rate. Provided that, should total call-back hours worked exceed four (4), the Bargaining Unit member shall receive pay at the appropriate overtime rate for all such hours worked.

Mediation and Conciliation Service list one (1) name at a time until only one (1) name remains on the list. The party requesting arbitration shall strike the first name. The name of the arbitrator remaining on the list shall be accepted by the parties as a voting chairman and arbitration shall commence on a date to be selected by the arbitrator.

The decision of such arbitrator shall be final and binding upon both parties. The arbitrator shall not be empowered to rule contrary to, to amend, or add to, or to eliminate any of the provisions of this Agreement. In case of a discharge or disciplinary grievance, the arbitrator shall have the power to return the grievant to employee status with or without restoration of back pay, or mitigate the penalty as equity suggests under the facts. Expenses incident to his services shall be assigned by the arbitrator to the losing party. If in the opinion of the arbitrator neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable.

DISCIPLINARY GRIEVANCE: It is agreed that all grievances resulting from dismissal, demotion or single suspension in excess of thirty (30) days of a permanent employee covered by this Agreement shall be entered into the procedure at *Step Three*.

It is agreed that the above Grievance-Arbitration procedure shall be the sole method of settling disputes, differences or controversies arising between APEA or an employee and the Employer. It is further agreed that the parties covered hereunder shall be bound by any decisions, determinations, agreements or settlements which may be effectuated pursuant to invoking the Grievance-Arbitration procedure.

ARTICLE XI

NON-DISCRIMINATION

APEA agrees to continue to admit all Bargaining Unit Members to membership and to represent all Bargaining Unit Members without regard to race, religion, color, national origin, age, sex, physical handicap, political affiliation, or political belief.

ARTICLE XII

CONCLUSION OF COLLECTIVE BARGAINING

It is agreed that this Agreement shall be construed according to its written provisions, without regard to any discussions or negotiations, written or oral, which the parties have had leading to or resulting in the execution and delivery of this Agreement or any amendments to it, and that nothing which is not a written and executed portion of this Agreement shall be referred to in connection with its construction.

This Agreement is the entire Agreement between the Employer and APEA. The parties acknowledge that they have fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior agreements and understandings and concludes all collective bargaining for the duration of this Agreement.

Prior to enacting any change in the terms and conditions of employment, as established by this agreement, the Commissioner of Administration shall obtain the approval of APEA in the form of a Letter of Understanding. In addition, prior to enacting any change in the Personnel Rules, the Commissioner of Administration shall allow APEA a reasonable time to make a statement of its views and suggestions concerning the desirability of the proposed changes.

ARTICLE XIII

AVAILABILITY OF PARTIES TO EACH OTHER

APEA and the Employer agree to meet at reasonable times for discussion of this Agreement, its interpretations, continuation or modification. APEA and the Employer agree to designate representatives having authority to negotiate for their respective interests.

The Employer shall have the right to determine which attorney will represent the employee. If the employee objects to the attorney provided by the Employer, the following process for selection of a defense attorney shall prevail:

Within five (5) days of receipt of the employee's objection, the Employer shall request a list of five (5) attorneys from the Alaska Bar Association. The employee and Employer shall meet upon receipt of this list by the Employer and each party shall be allowed to strike two (2) names from the list of eligibles. The remaining name shall be the defending attorney.

If the Employer determines that the employee was acting in good faith and with reasonable care and diligence, the Employer agrees to compensate the employee at his normal rate of pay including per diem, without loss of any benefits or seniority to the employee. The Employer also agrees to pay any judgment rendered against the employee if the Employer has provided legal services to the employee pursuant to this Article.

The Employer may undertake the defense of an employee pursuant to this Article with reservation. If the Employer has provided legal services under reservation, the obligation to pay a judgment against the employee is not operative until a final determination is made by the Employer of the Employee's eligibility for legal services under this Article. If it is determined by the Employer that the employee is not eligible for legal services under this Article, then the Employer has no liability whatsoever to the employee or any other person as a result of such determination. In such cases as this, costs and fees will be borne by the Employee.

The above does not apply if the Employer determines that the employee was not acting in good faith and with reasonable care and diligence. Such determination is final and the Employer has no liability whatsoever to the Employee or any other person as the result of such determination.

For purposes of this Article, Employer means State of Alaska or a designated representative of the State or an agency of the State.

ARTICLE XXVII

EMERGENCY EMPLOYEES

It is understood that from time to time the Employer has a need to place emergency employees on the payroll. An emergency employee is one who is in pay status for no more than 60 days in any calendar year. It is agreed that an emergency employee is not a member of the bargaining unit and is therefore not covered under the terms of this agreement.

Further, it is agreed that the current Personnel Rule number 507.0 *Emergency appointments*, shall continue in full force and effect.

This Article shall not apply for emergency appointments to positions normally held by Bargaining Unit Members.

Emergency employees as defined in this Article shall appear on the monthly employee listings of all General Government employees as provided for in this agreement. Such listing shall designate by code which employees are emergency employees for that period of such listing.

ARTICLE XXVIII

LEGAL ASSISTANCE

If the Employer determines that an employee was acting in good faith and with reasonable care and diligence in the performance of his duties, the Employer agrees to provide for the legal defense of the employee in any civil action brought against the employee as the result of the employee's performance of his duties upon a request by the employee.

The employee must request in writing that the Employer provide the legal defense services available under this Article within five (5) days of service of summons and complaint on the employee. The postmark on the employee's request shall be deemed the date of request by the Employer. Failure to submit a written request within the required five (5) days relieves the Employer of any obligation under this Article.

ARTICLE XIV

CONDITIONS NOT SPECIFICALLY COVERED

In the event of any enactment by the Legislature which creates conditions not specifically covered by this Agreement, the parties agree to confer immediately for the purpose of arriving at a mutually satisfactory supplement covering such operation.

ARTICLE XV

SAVING CLAUSE

Section 1 – Violations.

If an Article or part of an Article of this Agreement should be decided by a court of competent jurisdiction or by mutual agreement of the Employer and APEA to be in violation of any Federal, State or local law or if adherence to or enforcement of an Article or part of an Article should be restrained by a court of law, the remaining Articles of the Agreement shall not be affected.

Section 2 – Replacement.

If a determination or decision is made pursuant to Section 1 of this Article, that part of this Agreement is in violation of Federal, State or local law, the parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement.

Section 3.

Should this Agreement or any section or article be found not in compliance with federal regulations and where compliance with such regulations are required as conditions for the receipt and expenditure of federal funds, the Employer and APEA agree to immediately convene and renegotiate the agreement, section or article to comply with such regulations.

ARTICLE XVI

SUPERSEDING EFFECT OF THIS AGREEMENT

If there is any conflict between the terms of this Agreement and any personnel memoranda or rules of the merit system, the terms of this Agreement shall supersede those memoranda or rules in their application to the bargaining unit.

ARTICLE XVII

PARKING

(1) Every effort will be made to provide reserved parking spaces for Bargaining Unit Members who are handicapped with respect to walking capability. If spaces are available, they will be assigned as near as practical within close proximity to the Bargaining Unit Member's working area. In those areas where the parking spaces are assigned specifically to the Bargaining Unit handicapped, the number and location of Bargaining Unit spaces will not be modified or changed before consulting with APEA.

(2) During the nine (9) month period immediately following the signing of this agreement, the Employer shall conduct a study into the alternatives available with regard to the development of a plan of more equitable distribution of parking spaces among employees. Prior to final determination by the Employer based on the study findings, a review of such study shall be conducted with APEA.

ARTICLE XVIII

TIME OFF TO VOTE

The Employer shall provide reasonable and necessary time off for employees covered by this Agreement to vote in local, municipal, borough, State, and Federal elections, provided that the employee is unable, in the view of the Employer, to vote outside working hours.

4. No member of the panel may be a competitor or potential competitor for the position under review.

ARTICLE XXIV

DISCHARGE OR TERMINATION

Section 1 – Employee Notice.

The Employer agrees that with the exception of gross disobedience, dishonesty, drunkenness, 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 the reason for discharge prior to termination.

Section 2 – APEA Notification.

In cases of discipline, suspension or demotion the Employer agrees to notify APEA in writing concurrent with commencement of the action.

Section 3 – Employer Notification.

Each permanent employee shall give the Employer two (2) weeks' notice before leaving his employment, unless mutually agreed beforehand between the Employer and APEA.

ARTICLE XXV

CLASS SPECIFICATION

Upon written request each bargaining unit member shall promptly be given a copy of their class specification.

ARTICLE XXVI

EXAMINATION OF RECORDS

An employee or temporary shall have the right to examine his own personnel file or files.

The APEA representative with the Bargaining Unit Member's written permission, shall have the right to examine an employee's or temporary's personnel file upon notification to the Employer. The Employer shall make available original or copies of the original records for examination by the APEA representative.

No secret files shall be kept on any employee or temporary.

ARTICLE XIX

CONDITIONS

B. Temporaries in the Bargaining unit employed for more than thirty (30) consecutive days will receive a written evaluation which will be reviewed by the rater with the employee. The evaluation is to become a part of the temporary's records.

Section 9 – Examination.

Upon application a Bargaining Unit Member shall receive written notice of his eligibility to sit for an examination. If he is not qualified he shall be fully informed of all specifications or requirements and those areas in which he is lacking sufficient experience or education to fulfill the standards set by the Division of Personnel. Upon the request of APEA, the Employer shall explain fully all criteria and the application of such criteria used in computing the training and experience rating score.

Section 10 – Waiver of Written Examination.

1. Every member of this bargaining unit who, after two (2) attempts, fails to pass a written examination necessary for qualification for permanent probationary status in that position and who has been functioning in that job classification in any capacity other than permanent-probationary and who has the support of his immediate supervisor, may request a review panel to determine his qualification for said position.

2. The review panel shall normally consist of one (1) member designated by APEA and one (1) member designated by the Director of Personnel. Failing to agree, either party may request the addition of a third (3rd) review panel member. Such third (3rd) review panel member shall have full voting rights on the panel.

3. The third (3rd) review panel member shall be selected from a list of five (5) individuals provided by the United States Federal Mediation and Conciliation Service. The parties shall then select a single name from such list by alternately striking names from the list; the party requesting the review shall strike the first name. Decision of the panel shall be binding. Each of the first two (2) parties will bear their own expenses. The expenses incident to the third panel member shall be borne entirely as designated by the third panel member. The review panel will have the authority to assign a passing test score.

Section 1 – Lunch Break.

A lunch break of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway of each shift. An additional lunch period of thirty (30) minutes shall be allowed when a Bargaining Unit Member works continuously for two (2) hours or more past his normal shift and such additional lunch periods shall be considered as time worked at the proper overtime rate if applicable. In the event that a Bargaining Unit Member is recalled within two hours of the termination of his normal shift he shall be granted a meal break in accordance with the other provisions of this paragraph.

Section 2 – Relief Period

All Bargaining Unit Members shall be allowed one (1) relief break during the first (1st) half of the shift and one (1) relief break during the second (2nd) half of the shift. APEA and the Employer shall mutually agree on reasonable rules governing the taking of such relief periods. When working other than the regular shift, relief periods shall be taken by the employees consistent with the above schedule.

Section 3 – Pay.

A. Pay Day

(1) Frequency of Pay Day

a. Once Monthly. The pay day for employees shall be the last working day of the month.

b. Twice Monthly. If an employee designates in writing that he prefers to be paid a mid-month draw, his pay day shall be the 15th day of the month and the last day of the month. If the 15th day of the month or the last day of the month falls on a Saturday, Sunday or holiday, then the last working day before such Saturday, Sunday or holiday shall be the pay day. Such mid-month draw shall be made in accordance with current regulations.

c. This subsection (1) *Frequency of Pay Day*, does not preclude the Employer's instituting a Statewide bi-weekly pay period.

(2) Method of Receiving Payment

a. Employees and temporaries will normally receive their pay at work. Employees and temporaries who are not at work by reason of being on leave or by being on travel status for a period anticipated to be five working days or less following pay day shall be considered to have been paid timely if they receive their pay on their first day back to work after such pay day. In cases where anticipated leave or travel status exceeds five days it shall be the responsibility of the employee to make alternate pay arrangements prior to departure.

b. Employees and temporaries may elect to have their checks mailed to their homes or banks. All mailed checks shall be considered as paid timely if received by the regular pay day or if postmarked four (4) days prior to the regular pay date.

(3) Penalties

Failure of the Employer to pay an employee or temporary as described above in (1) and (2) shall entitle the employee or temporary to wait time pay of \$40.00 for each twenty-four (24) hour period thereafter. The first weekend following the pay day upon which the check should have been received shall be excluded from wait time pay. Complaints regarding late pay shall be filed timely and in good faith.

B. Itemized Deductions

The Employer shall itemize all deductions on pay checks so employees and temporaries can clearly determine the purposes for which amounts have been withheld.

Section 5 – Subfills.

Any employee who, on or after the date of the signing of this agreement, is subfilling in a higher range than his own shall receive full credit for the time served in the form of a report to be placed in his personnel file. This report shall include all service an employee has had in this position whether or not this service was previous to the effective date of this agreement. The Employer agrees that upon request by an APEA representative, the Employer shall open a position currently being subfilled to competitive selection from among qualified applicants.

Section 6 – Promotion.

In an appointment to a vacant position in the bargaining unit, consideration will first be given to those eligible employees within the bargaining unit before considering any applicant outside the bargaining unit. Any employee may refuse a promotion to a higher grade or range. Refusal of a promotion by the employee shall not be cause for his name being removed from any eligible list.

Section 7 – Probation.

The probationary period for employees at ranges 13 and below shall be six (6) months.

The probationary period for employees at range 14 and above shall be twelve (12) months.

Employees at ranges 14 and above who, in the judgment of the employer, have satisfied the requirements for completion of their probation may, at the discretion of the employer, be made permanent on the 16th day of any month following six months probationary service.

Section 8 – Performance evaluations.

A. Employees in this Bargaining Unit on probationary status will receive semi-annually written evaluations. Employees in permanent status shall receive annual evaluations which will be reviewed by the rater with the employee.

B. An employee who has served less than one-half of the time required to be considered for his next merit increase shall, upon promotion to a new position in a higher salary range, have his new salary fixed at step A of the higher range or such other step as will provide an increase of one step, whichever is greater.

C. For purposes of interpretation, this is meant to include longevity steps as well as merit steps in meeting the minimum requirements of this section.

D. If the entire class is moved from one salary range to another because of a title and/or range change as opposed to a reclassification, the anniversary date of the employee shall remain unchanged.

E. Any employee who has been delegated the authority in writing to act in a position in a higher range than his own for more than thirty (30) consecutive calendar days shall, retroactive to the first day, be paid at the step of the higher range that would be appropriate in case of promotion. This shall not apply to positions whose class specification requires them to act in the higher range. Upon commencement of his duties in his regular position he will return to his normal rate of pay.

Section 3 – Demotions.

An employee who is demoted for just cause shall enter the new range at no less than the step occupied in the higher range or such higher step as may be determined by the Director of Personnel.

Section 4 – Voluntary Demotion.

An employee who receives a voluntary demotion shall be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable state service, or at such higher step that may be determined by the Director of Personnel. An employee who receives a voluntary demotion except through reclassification will continue to receive salary, merit and longevity increases received by other bargaining unit members.

C. Pay Shortages

The Employer shall verify pay shortages exceeding twenty (20) dollars within five (5) working days following the receipt of a dated and written complaint by the Bargaining Unit Member. In the event that a pay shortage is determined to exist, the Employer shall issue payment for the shortage within ten (10) working days of the date of verification. If not paid within the prescribed period, the Bargaining Unit Member shall be entitled to wait time pay of \$40.00 for each twenty-four (24) hour period, thereafter. Verified pay shortages of less than twenty (20) dollars shall be paid on the Bargaining Unit Member's next regularly scheduled pay check. Pay shortages of less than twenty (20) dollars shall not be subject to the penalty provisions of this paragraph.

D. Termination Pay

1. When a Bargaining Unit Member is terminated, his wages become due immediately and shall be paid within three (3) working days.

2. When a Bargaining Unit Member provides the Employer with a written two (2) weeks notice of termination, his wages become due immediately upon termination and shall be paid within five (5) working days.

3. The penalty for wait time pay to the Bargaining Unit Member as outlined in paragraphs 1 and 2 above shall be \$40.00 for each twenty-four (24) hour period thereafter. Postmark shall constitute date of pay.

E. Penalty Exclusions

The penalty provisions of this article shall not apply when the Employer is prevented from discharging its responsibilities due to the following causes: Acts of God, overt or covert acts of war, interruption of services due to riots or insurrection, acts of civil disobedience, concerted employee action, criminal acts against the Employer, accidents or disasters affecting air or surface transport in Alaska, or other conditions beyond the control of the Employer.

Section 4 – Accidents.

When an accident occurs which in the Employer's opinion is chargeable to an employee, the employee shall be notified of such chargeability before any action has been taken with respect to such chargeability. The employee shall have recourse through the grievance procedure beginning with the Commissioner of Administration level.

ARTICLE XX

TOOLS AND EQUIPMENT

The Employer shall not require an employee or temporary to furnish his own tools or work implements in order to perform State work.

ARTICLE XXI

SAFETY EQUIPMENT

It shall not be violation of this Agreement nor grounds for dismissal if an employee refuses to work on an unsafe job, provided the job is found to be unsafe by the Alaska Department of Labor. Any safety equipment required by AS 18.60 to make a job safe shall be supplied by the Employer. The Employer shall abide by AS 18.60 standards.

Disciplinary action shall not be taken under this Article until the Department of Labor has made a finding on safety. If the Department of Labor finds the job to be safe, and in the remote possibility that subsequent disciplinary action is taken, the employee shall have recourse to the established Grievance-Arbitration procedure.

The first paragraph of this article shall also apply to temporaries.

ARTICLE XXII

POSITIONS— REALLOCATION UPWARD, AND INCUMBENTS

It is recognized that the Division of Personnel has the right to promulgate regulations regarding allocation or reallocation of positions.

Section 1 – Reviews.

(a) When, in the opinion of APEA, the duties and responsibilities of a position are inconsistent with the specifications of the class to which it is assigned, APEA may request that the employing department order a job review by the Classification and Pay section.

(b) Failing to secure such a review in this manner, APEA may make the request directly to the Chief of Classification and Pay.

Section 2 – Appeal.

APEA may appeal any findings of the Chief of Classification and Pay to the Director of the Division of Personnel who shall render his decision within 30 days.

ARTICLE XXIII

TRANSFERS, PROMOTIONS, DEMOTIONS

Section 1 – Lists.

A. A Bargaining Unit Member who is refused certification from or to an eligible list or whose name is removed from an eligible list shall be notified of such action by written notice and explanation from the Division of Personnel within fifteen (15) calendar days. An employee may have his name placed on the transfer list by submitting the proper forms to the Division of Personnel; this does not necessitate the approval of the employee's supervisor. A bargaining unit member's supervisor cannot have a bargaining unit member's name removed from an eligible list or transfer list.

B. Eligible lists, departmental promotion lists and interdepartmental promotion lists including final ratings, shall be open for inspection by an APEA representative.

Section 2 – Pay.

A. An employee who has served one-half or more of the time required to be considered for his next merit increase shall, upon promotion to a position in a higher salary range, have his new salary fixed at step A of the higher range or such other step as will provide an increase of two steps, whichever is greater.

A G R E E M E N T

BY AND BETWEEN

**THE
STATE OF ALASKA**

**AND
ALASKA TRI TRADES
PUBLIC SERVICE COUNCIL**

COVERING

**LABOR, TRADES, AND CRAFTS
UNIT EMPLOYEES**

1975-1976



4. **GRANT-AIDED AGENCIES.** Employees subject to federal provisions regarding merit system requirements for Grant-in-Aid Agencies shall be subject to regulations developed by the Joint Hiring Committee provided for in Article IV of this Agreement. Regulations will be developed and implemented for those employees governing appointment, promotion, and layoff in accordance with federal merit system standards.

TERM OF AGREEMENT

1. This agreement shall become effective January 1, 1975, and shall remain in effect until December 31, 1976, and shall remain in effect thereafter from year to year unless either party shall give notice of their desire to renegotiate within sixty (60) days prior to the expiration of the contract.

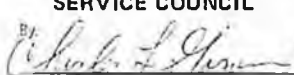

2. The contract may be reopened for negotiation of classification and wages, health insurance coverage, and sick leave. Negotiations will begin in November to expedite agreement by January 1, 1976.

3. In case of a delay in implementing the monetary terms of this agreement, the Employer shall be held free of any penalty pay or other punitive measure. Such immunity is to apply to all time prior to the date that is 30 days subsequent to the date upon which an appropriation, adequate and for the specific purpose, becomes law or all time prior to the date that is 30 days subsequent to determination by a court of competent jurisdiction that such implementation may legally be made.

4. This Agreement is executed this 4th day of September, 1975, by the duly authorized agents and representatives of the parties hereto.

**ALASKA
TRI TRADES PUBLIC
SERVICE COUNCIL**

**STATE
OF
ALASKA**

By  By 

Charles L. Garvin
Business Manager

Andrew S. Warwick
Commissioner

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conduct of the parties so long as such law, directive, order, rule or regulation shall remain in force and effect. In the event that this or any other agreement existing between the parties hereto, now or thereafter requires the approval of any government authority before becoming effective, the same will and shall be subject to such approval. Furthermore, it is mutually agreed that within thirty (30) calendar days after such provision or provisions become unlawful, the parties shall meet to discuss a modification of such provision or provisions to comply with the law. In all other respects, the provisions of this Agreement shall continue in full force and effect for the duration of this Agreement.

2. In the event of any conflict between this Agreement and any law, the terms of this Agreement supersede all laws, rules, regulations and orders in their application to the bargaining unit.

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that this Agreement is the entire Agreement and includes all collective negotiations during its term.

3. **MERIT SYSTEM PRINCIPLES.** The parties agree that it is their mutual intent to strengthen the merit principles in the bargaining unit, and pursuant to AS 23.40.070 (3) shall use all due diligence to maintain merit principles among public employees.

Should this Agreement or any section or article be found not in compliance with federal merit system standards, where such standards are required as conditions for the receipt and expenditure of federal funds, the Employer and the Union agree to immediately convene and renegotiate the Agreement, section or article to comply with such standards.

Inspector: An inspector shall be a qualified inspector possessing the required knowledge and experience to certify in writing the quality and quantity of items incorporated into the completed project. In all cases the use and designation of an inspector is a recognized sole management right.

Instrumentman: An instrument man shall be qualified to operate all types of surveying instruments and may supervise survey crews consisting of three (3) or fewer members.

Chainman: Chainman shall be a qualified chain and rodman.

Computer/Office Technician: An engineering technician shall be qualified in any or all of the various aspects of highway construction, design, or materials. He is differentiated from party chief, instrument man, chainman and Computer/Technician by the fact he has not been tested and qualified in these categories.

Engineer in Training: An engineer in Training is not a member of this bargaining group. He is a graduate engineer, in training for a supervisory position with the State. The State training program requires that these trainees receive on-the-job training during their two (2) year training program. Nothing in the agreement shall preclude these trainees from being assigned as they have in the past to various jobs as inspectors, party chiefs, and instrument men or computers for training purposes provided that no members of this bargaining group are laid off or replaced as a result of these assignments. Training Program shall be defined as working in addition to the regular crew.

ARTICLE XXVII

SEPARABILITY AND SAVINGS CLAUSE

1. Should it be determined that any article of this Agreement is unlawful, then such article:

EFFECT OF LAW

In the event that, now or hereafter, there is any directive, order, rule or regulation, provision or provisions of any Agreement between the parties, the same shall supersede such provision or provisions and thereafter shall govern and control the relations and

PREAMBLE

This Agreement is made and entered into this 4th day of September, 1975 by and between the State of Alaska, hereinafter referred to as the "Employer," and Alaska Tri Trades Public Service Council, hereinafter referred to as the "Union."

The Union consists of: Operating Engineers Local 302, International Union of Operating Engineers AFL-CIO; Laborers Local 71, Laborers International Union of North America, AFL-CIO; Teamsters Local 959, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America Independent; and affiliate unions.

The Union shall be the only collective bargaining representative recognized by the Employer under the terms of this Agreement. It is understood and agreed that the local unions making up the Alaska Tri Trades Public Service Council shall have no individual rights or authority in connection with Employer-Union relationships arising out of the terms of this Agreement.

WITNESSETH That

WHEREAS, it is the intent and purpose of the parties to set forth herein the entire Agreement covering hours of work, rates of pay, and conditions of employment between the parties; and

WHEREAS, the Employer and the Union jointly agree to perform faithfully the obligations imposed by this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

ARTICLE I

PURPOSE

It is the objective of the parties that the obligation of the Employer for the successful conduct of its business and the fulfillment of its responsibilities to the employees covered by this Agreement be carried on without interference arising from differences between the parties.

The Union, representing the employees of the Employer, and the Employer desire to establish and maintain, through harmonious cooperation, a standard of conditions and procedures to provide for orderly collective bargaining relations, prompt and equitable disposition of grievances, and fair wages, hours and working conditions for the employees covered by this Agreement.

ARTICLE II

RECOGNITION

The Employer recognizes, during the term of this Agreement, the Union as the sole and exclusive collective bargaining representative for all employees working in the classifications in the Labor, Trades and Crafts Unit and as the representative of all such employees in interpreting this Agreement and adjusting disputes.

ARTICLE III

UNION ACTIVITIES

The Employer agrees that it will not in any manner, directly or indirectly, attempt to interfere between any of its employees and the Union; it will not in any manner restrain or attempt to restrain any employee from belonging to the Union or from taking an active part in Union affairs; and that it will not discriminate against any employee because of his Union membership or lawful Union activity.

4. In the event of a death in the employee's immediate family, the employee shall be allowed up to five (5) working days off without loss of pay — from and including the date of death; to and including the date of the funeral — for the purpose of attending the funeral. Immediate family shall be defined as spouse, son, daughter, mother, father, sister, brother, mother-in-law or father-in-law. Funeral-leave time shall be deducted from accumulated sick leave.

5. Upon the death of an employee, any unused sick leave balance shall be paid in cash to his beneficiaries at his regular pay rate.

ARTICLE XXVI

MISCELLANEOUS

1. It is agreed between parties that the Occupational Safety Compliance Officers under the agreement shall be required to meet minimum qualifications established by the State as well as being required to pass any examinations to be considered for employment. The certifications of eligibles and selection procedures shall continue in force in the same manner used prior to coming under the jurisdiction of the contract. It is further agreed that effective upon date of acceptance, and not before, overtime worked will be computed into legal compensatory time, or will be computed at the appropriate overtime rate. Compensatory time shall be computed at the rate provided for in this agreement.

2. It is agreed and understood that any employee of the Labor, Trades and Crafts Unit falling under the recent decision of the Alaska State Supreme Court regarding prior service credit will be treated equally with any other State employee so affected until January 1, 1974, at which time the provisions of Article XIII, Section 3 of the Agreement signed March 22, 1974, apply.

3. JOB DEFINITIONS

Party Chief: A party chief shall be a qualified surveyor supervising a party of four (4) or more members.

2. EMPLOYEE LIFE INSURANCE, The Employer shall insure the life of every employee in the principal amount of \$2,000.

ARTICLE XXIV

PENSION AND RETIREMENT

The employee shall enjoy the retirement benefits as outlined in the applicable statutes relating to the Public Employees' Retirement System.

ARTICLE XXV

SICK LEAVE - FUNERAL LEAVE

1. Employees' sick-leave credits shall accrue at the rate of one and one-fourth (1 1/4) days per month or majority fraction thereof; sick leave pay shall be based on the employee's actual scale of wages.

2. Employees with three-day sick leave and under shall not be required to furnish a doctor's certification before returning to work unless there is reason to believe malingering is involved. Any employee with more consecutive sick leave days than specified above may be required to furnish a doctor's certificate to the Employer, certifying that the employee was physically unable to perform his duties. Any employee who abuses the sick-leave privilege is subject to disciplinary action.

3. The employee shall be allowed time off without loss of pay for time spent off the job while under the care of a dentist, for such treatment as provided under the health and welfare plan. Such time off shall be deducted from the employee's accumulated sick-leave credit account in increments of not less than one (1) hour with a minimum of two (2) hours for any one appointment. To be eligible for such sick leave pay, the employee shall notify the Employer not less than one (1) day in advance of such appointment. However, in cases of emergency, the employee need not give notice to the Employer, but must show evidence of such emergency upon return to work. Upon completion of such appointment or series of appointments, the employee shall provide the Employer with a dentist's certificate, in a form acceptable to the Employer, that shall contain the date and hour of when such appointment or series of appointments were scheduled and completed.

ARTICLE IV

PREFERENTIAL HIRING FACILITIES

1. The Union agrees to maintain preferential hiring facilities for the purpose of soliciting qualified workmen in order to fill all requisitions. The Employer agrees to use such services and will call upon the Union to furnish all the qualified workmen required in the classifications herein from among the most qualified.

2. The parties to this Agreement shall create a joint hiring committee, within thirty (30) days of the signing of this contract, composed of not more than two (2) Employer representatives, and not more than two (2) Union representatives to supervise and control the operation of the job referral system herein. The joint hiring committee is empowered:

a. To establish any and all rules and regulations from time to time that it deems advisable for the operation of the job-referral plan.

b. To hear and determine any and all disputes or grievances arising out of work registrations, work referrals and the preparation of the referral-registration lists. Any applicant or registrant shall have a right of appeal of any dispute or grievance arising out of and relating to the operation or functioning of the job referral plan to the joint hiring committee.

The joint hiring committee shall provide in the rules and regulations of the job referral plan for an appeal to an impartial umpire whenever the joint hiring committee reaches a deadlock over a dispute. The impartial umpire shall be designated by mutual agreement of the parties, and if they shall be unable to agree upon the impartial umpire, he shall be selected in the manner provided under the disputes provision of this Agreement. The authority of the impartial umpire shall be limited to interpreting and applying the rules and regulations of the joint hiring committee. All decisions of the joint hiring committee or the impartial umpire shall be final, binding and conclusive on all parties including applicants.

If any questions arise as to the qualifications and competency of an applicant for registration as to special skills or ability, the joint hiring committee shall make the determination. Such determination shall be fair and impartial without regard to applicant's membership or nonmembership in the Union.

3. Selection of applicants for referral to jobs shall be nondiscriminatory, and shall not be based on nor affected by race, creed, color, age, sex, national origin, or political affiliation or activity. The Union agrees that it will not discriminate against non-Union workmen in referring workmen to the Employer, and the Employer agrees that he will not discriminate against Union workmen in selecting job applicants referred to him by the Union.

4. The parties recognize the primary importance to employ citizens of Alaska. Both the Union and the Employer shall give first preference to qualified residents of Alaska. Also, preference shall be given to qualified residents in the immediate area of the job call.

5. The Employer retains the right to reject any job applicant, but the applicant and the Union shall be entitled to the reason for such rejection.

6. In the event the Union is unable to supply the Employer with qualified workmen within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) when called upon by the Employer, the Employer may procure workmen from other sources; provided, however, that in such instances the Employer shall promptly furnish the Union with the names of such workmen, their classification and date of hiring. In any emergency resulting from an act of God or natural disaster, the Employer may temporarily procure workmen from any source.

7. It is further agreed that all workmen employed by the Employer who are not already members shall become members of the Union on or before the thirty-first (31st) calendar day following the beginning of employment or the effective date of this Agreement, whichever is later, and all employees shall maintain membership in the Union as a condition of employment during the life of this Agreement. All requests by the Union for the dismissal of any employee for failure to comply with this provision shall be in writing.

Union and the Employer.

4. If the Employer should reclassify any employee to a position outside the bargaining unit, the employee shall be entitled to one (1) year's grace without loss of seniority.

5. Extra employees shall not be given preference over regular employees for overtime under any conditions, unless mutually agreed upon by both the Union and the Employer.

6. Seniority shall be terminated and the Employer-Employee relationship shall be severed by the following conditions:

a. proper discharge;

b. layoff of twelve (12) months duration;

c. resignation;

d. failure to return from leave of absence, vacation or seasonal layoff on agreed date, unless approval has been obtained from the Employer, emergencies excepted, unless otherwise mutually agreed upon by both the Union and the Employer;

e. transfer to a new duty station (an employee may not be compelled to accept a transfer).

7. Overtime shall not be compulsory, excepting in dire emergency, and shall be distributed as evenly as possible among those employees desiring to work the overtime. Unless otherwise mutually agreed upon by both the Union and the Employer, straight seniority shall govern on the rights of refusal.

ARTICLE XXIII

HEALTH AND SECURITY

1. The Employer agrees to pay all insurance premiums for all permanent employees, their spouse and dependents for health, dental and audio-visual insurance at the level of coverage afforded employees on the date of signing. Permanent part-time employees will likewise be covered but not their dependents or spouse.

ARTICLE XXII

SENIORITY

1. Duty-Station seniority shall be established as follows: duty stations shall be determined by work locations. These work locations are to be categorized by location, by department, by sections within divisions within that department.

It is further mutually agreed that promotions shall be initiated by posting of a job announcement at the job location for ninety-six (96) hours. Postings of job openings shall be retained at the duty station for six months.

It has further been understood that if an employee is temporarily reassigned from his permanent duty station for a period not to exceed one (1) year, or as mutually agreed by the parties, his seniority at his permanent duty station will not be affected.

a. Duty-station seniority shall not in any way affect the employee's overall seniority with the Employer for the purposes of vacation, holiday and/or other fringe benefits.

2. Layoffs, including layoffs caused by the elimination of jobs, shall be made in reverse order of duty station seniority from among those in the classification in which the layoff occurs. If the person laid off in the classification holds seniority in a lower classification, he may be returned to that classification if he is not least senior of that group and will assume the wage level of the classification to which he is moved. When an employee is promoted, he retains his seniority in the classification he left for a period of three years, and if he has not returned to that classification he loses any accumulated seniority in that classification. When an employee is returned to a lower classification he shall retain his seniority at the higher classification.

3. Promotions, including promotions to newly created jobs, shall be made in order of seniority, provided the employee is equally qualified and competent for the proposed classification with all other employees in said classification and when mutually agreed upon by both the

8. **INTRODUCTION OF NEW EMPLOYEES.** Each new employee within the bargaining unit shall be informed as to the identity of the Union Steward, Chief Job Steward or Union Representatives by the Supervisor in the activity to which such employee will be regularly assigned as soon as possible. Each employee transferred from a section or shift shall likewise be informed.

ARTICLE V

UNION RESPONSIBILITY

1. The Union assumes all obligations and responsibility for the continued membership of its members and the Union shall retain the right to discipline its members. No workman shall be discriminated against for the upholding of Union principles, and any employee who works under the instructions of the Union or who serves on a committee shall not lose his position or be discriminated against for this reason.

2. The Union agrees that this Agreement is binding on each and every member of this bargaining unit and that its members, individually or collectively, accept full responsibility for carrying out all of the provisions of this Agreement.

3. The Union agrees that it will actively combat absenteeism and other practices which may hamper the Employer's operation and that the Union will vigorously support the Employer in efforts to eliminate waste and inefficiency, to improve the quality of workmanship and to promote good will between the Employer and employees.

4. The Union agrees to make every effort to see that the members working under this Agreement obey all reasonable rules and regulations prescribed by the Employer.

ARTICLE VI

RECOGNITION OF RIGHTS AND FUNCTIONS OF MANAGEMENT

1. Except as provided in this Agreement, nothing herein limits the Employer in the exercise of the rights of ownership and management. Accordingly, the Employer has, among others, the right: to select its supervisory personnel

(supervisors as defined by the Alaska State Labor Relations Agency); to hire new employees, to discipline, suspend or discharge employees for cause; to decide and determine and designate all occupational classifications it has to offer its employees, to make such rules and regulations as the Employer considers necessary or advisable for the orderly and efficient conduct of its operations and to require employees to observe such rules and regulations; provided, however, the exercising of the aforementioned rights is not inconsistent with the provisions of this Agreement.

2. All of the functions, rights, powers and authority of the Employer not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

3. The Union recognizes that the continuity of certain work is imperative to the public service mission of the Employer, and if a work stoppage should occur, management and all other personnel not covered by this Agreement, including guards, firemen, and other protectors of public safety and health, shall be permitted to perform their respective functions without interference by the Union or its members.

ARTICLE VII

PROTECTION OF RIGHTS

1. **PICKET LINE.** It shall be a violation of this agreement and it shall be cause for disciplinary action in the event an employee refuses to go through or work behind any primary picket lines unless such line is sanctioned by the Alaska Tri Trades Public Service Council and the participating International Unions (International Union of Operating Engineers; Laborers International Union of North America; Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America Independent; and affiliate unions). The Employer specifically retains all of its rights under AS 23.40.200.

2. **STRUCK GOODS.** It shall not be a violation of this agreement, and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which the Employer undertakes to perform as an ally

c. It shall not be considered a violation of this Agreement where employees refuse to work in facilities that are not being maintained in a sanitary condition.

9. **SHELTER REQUIREMENTS.** Warm and adequate shelter shall be provided for employees by the Employer in which to dry their clothes and eat their lunches.

10. **EQUIPMENT REQUIREMENTS.** To insure safety and to eliminate unnecessary occupational accidents, the Employer agrees that all equipment shall be properly cabbed and screened.

11. **DRINKING WATER.** Cool, clean drinking water in sanitary containers and disposable cups will be provided in adequate supply in close proximity to workers at all times.

12. **TOILETS AND URINALS.** On all projects covered by this Agreement there shall be provided by the Employer at all times during construction, sanitary facilities consisting of a reasonable number of toilets and urinals.

13. ACCIDENT BOARD

a. Notification of all accidents concerning lost time, \$200.00 or more property damage, suspension and reprimand, injury or fatality will be made to the Union office. An accident board shall be convened in such cases and will consist of two (2) members chosen by the Union District Office representative and two (2) members chosen by the Department involved. The accident board shall investigate such accidents and shall render a decision as to whether it is a chargeable or non-chargeable accident within seven (7) days following the convening of the accident board. If disciplinary action is taken prior to the convening of the accident board, the accident board shall have authority to adjust the action taken and order back pay. The recommendations of the accident board shall be followed, unless they are deadlocked, in which case the dispute shall be referred to a fifth (5th) disinterested party mutually chosen by the Union, District Office and the Department involved whose decision shall be final and binding.

e. immediate transportation must be provided seriously injured or ill employees, and such transportation must have precedence over all other transportation.

f. The Employer shall also notify the Union, as promptly as possible, of lost-time accidents and shall furnish the Union with a copy of the Employer's accident report at the time such report is furnished to the insurance company.

3. SANITARY REQUIREMENTS

a. Where temporary camp housing is furnished, each man shall be allowed housing of approximately sixty (60) square feet of floor area and shall be furnished bedding and a weekly change of linen. Shelter-wells and similar structures shall require approximately ninety (90) square feet of floor area per man. Adequate closet or locker space shall be provided each man, and where more than two (2) men are housed in a single room, a locker and keys or lockat closet shall be provided each man. There shall be no more than four (4) men housed in a standard 16' X 24' shelterwell. Room attendants shall be required to sweep floors and tidy rooms daily, excluding Sundays and holidays, and one (1) day each week shall give each room a general cleaning, including antiseptic treatment of floors. The Employer shall furnish an adequate number of washers and dryers, both in camp and in facilities arranged for through a third (3rd) party. However, employees covered by this Agreement shall be entitled to as favorable camp conditions as other employees employed on the project. Alberta or equal quality trailer camps are acceptable, providing the patented or similar covered walkways are installed.

b. Those employees handling, preparing, or serving food will not be utilized during the same shift in cleaning toilets and urinals, and will not be used to wash or clean floors, beds, walls, and the garments of patients. This does not apply to the employee's assigned work area.

of any Employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or person on strike. Nor shall the exercise of any rights permitted by law be a violation of this Agreement, unless such exercise is precluded by this Agreement.

3. **LOST OR DAMAGED PROPERTY.** Employees shall not be responsible for lost, stolen or damaged property except in case of proven negligence or deliberate act. This shall include the use of credit cards for any purpose or any other method of giving credit. The Employer shall provide an adequate checking system to protect the Employer and employee.

4. SUBCONTRACTING AND LEASED EQUIPMENT.

a. **SUBCONTRACTING.** The Employer agrees that in each case in which the Employer enters into new or renewed contracts involving the performance of work covered by this agreement, the contractor shall agree to pay the State scale for such work plus the additional hourly rate established in Article XIII, Section 9, of this agreement as in lieu of benefits. It is agreed that the above-mentioned "in lieu of" amount may be reduced by the amount of the cost of benefits paid by the contractor.

b. **LEASING, RENTAL, ETC.** All drivers and operators of owned, leased or rented equipment used in operations covered by this Agreement shall be employees of the Employer or members of a union consistent with the kind of work to be performed.

c. Subsections (a) and (b) of this section shall pertain only to towns and cities of over 2500 population.

5. **OVERLOADS.** In the event an employee is arrested with an overload, the Employer shall pay all fines upon conviction, and the employee shall be paid for the time spent in service of the Employer, provided the employee has not loaded his cargo contrary to the instructions of his supervisor.

6. **REVOCAION OF LICENSES.** In the event an employee shall suffer a revocation of his license because of violations of any federal, state, or city law by the Employer, the Employer shall provide suitable and continued employment for such employee, at not less than his hourly rate of pay at the time of revocation of the employee's license for the entire period of revocation of the license, and the employee shall be reinstated to the seniority he held prior to revocation of his license, after his license is restored.

7. The parties agree that there shall be no strikes or lockouts during the life of this agreement, except as provided in Article IX, Section 2, Paragraph (c).

ARTICLE VIII

DISCHARGE

1. The Employer retains the right to discharge a permanent employee for just cause such as incompetence, unsatisfactory performance of duties and unexcused absenteeism. The Employer further agrees that the Union Office in the employee's district shall be notified forty-eight (48) hours prior to written notice to the employee or the reason for such discharge. A copy of the notice to the employee will be forwarded to the District Office of the Union. The Employer further agrees that with the exception of drunkenness, dishonesty, gross disobedience or abandonment of duties, all permanent employees shall be given two (2) weeks notice or two (2) weeks pay prior to discharge.

All permanent employees shall give the Employer two (2) weeks notice in writing, except in emergencies, before leaving his employment. The subsequent referral of an employee not meeting this requirement may be refused by the Employer for a ninety (90) day period commencing on the last working day of the employment period for which the required two (2) weeks notice was not received.

2. **TERMINATION SLIP.** It shall be mandatory that the Employer furnish each employee a termination or layoff slip showing the actual reason for termination.

4. Not more than ninety (90) days after the signing of this Agreement, a safety committee composed of equal representation from the Employer and the Union or designated employee representatives shall be created by the Employer to inspect all tools and equipment, review safety programs and training, and enforce safety practices and regulations. The safety committee shall have the specific authority to deny the department concerned the right to operate equipment until the safety committee has approved equipment and conditions as being safe. The safety committee shall have the right to recommend disciplinary action for any employee who habitually disregards safety practices and regulations.

5. A safety and first aid program as required by the State Safety Code, shall be instituted, and regular safety meetings for each department shall be scheduled by the Employer during working hours once each month in a "tool box" or "lunch" area.

6. The Union will cooperate with the Employer in order to have at least one (1) man in each ten (10) employed who is a trained first-aid man.

7. SPECIAL FIRST-AID REQUIREMENTS

a. The Employer will keep and maintain fully-equipped standard first-aid kits (as prescribed by the National Safety Council). Where equipment for isolated crews who are working remote areas or in areas where first-aid kits are not immediately available, such kits shall be provided and be accessible on each machine and/or for each crew.

b. Every foreman or leadman in the bargaining unit shall have a current state-approved first-aid card.

c. Blankets and stretchers shall be maintained for the use of employees who may be injured.

d. Employees whose injuries require the use of a stretcher or ambulance shall be accompanied to the hospital by an attendant.

ARTICLE XXI

SAFETY AND LIABILITY

1. a. All permanent equipment mechanics in Wage Groups 3 and 4 will be required to furnish their own hand tools up to but not including socket sets of $\frac{3}{4}$ " drives. The employees will receive a monthly tool allowance of twenty-five dollars (\$25) to be paid semi-annually, effective the first of the month of the signing of this Agreement. Electronics Technicians will be paid ten dollars (\$10) per month and furnish all hand tools exclusive of complex testing equipment consistent with this section.
 - b. No employee shall be discriminated against or disciplined in any manner because of refusal to work with, operate, or ride in unsafe equipment. Such refusal must be evidenced by a written report of the unsafe condition by the employee. If subsequently the equipment is deemed to be safe by the Safety Committee, disciplinary action may be taken by the Employer.
2. All work should be executed in a safe manner. The "Alaska State Safety Code" and "OSHA" regulations shall serve as minimum standards.
 3. Safety devices and first-aid equipment, as may be needed for safety and proper emergency medical treatment, shall be provided for by the Employer. Each employee shall be responsible to account for the tools, protective clothing and equipment so supplied, ordinary wear and tear excepted. Non-expendable tools or protective clothing which become lost, damaged or stolen through the employee's proven negligence or deliberate act shall be replaced or paid for by the employee.

The Employer shall furnish such safety equipment and protective clothing as is necessary for the safety of the employees.

3. For the purpose of this Agreement, "cause" as related to discharge for cause for employees other than permanent, shall mean: incompetence, unsatisfactory performance of duties, unexcused absenteeism, as well as drunkenness, dishonesty and gross disobedience, it being understood that such rules shall be posted for the benefit of the employees. Discharge slips shall contain the specific reason for discharge.

4. The Employer retains the right to discipline or suspend an employee for just cause but agrees that the Union Steward or a paid Union representative shall be notified in writing concurrent with written notice to the employee. The Employer further agrees that the Union Steward or representative shall be present, if requested by the employee, during all stages of conduct of hearings determining such matters.

ARTICLE XIX

GRIEVANCE PROCEDURE

1. Any grievance arising under the terms of this Agreement shall be handled in the following manner:
 - a. The employee shall report in writing (except for remote areas) to the Steward or designated representative of the Union any grievance that arises between the employee and the Employer. The designated representative will attempt to resolve the matter between the parties on the job immediately.
 - b. Failing to agree, the Steward shall report the matter to the Union, and the Union shall attempt to settle the matter with an Employer's representative (Commissioner or his designee of department concerned). In the event the matter is settled by written agreement between the Union representative and the head of the department concerned, with the concurrence of the Commissioner of Administration, such written agreement shall have the same force and effect as a decision or award of the arbitrator (under 2 c) and shall be final and binding on each of the parties and that they will abide thereby. Should either party fail or refuse to abide by the written agreement, the

prevailing party shall be free to take whatever action it deems necessary, and such action will not be considered in violation of this Agreement.

c. If the grievance cannot be settled as outlined in (b) above within four (4) working days after the grievance is presented by the Union to the Employer, the grievance shall be submitted by the Union for settlement to the Commissioner of the Department of Administration. In the event the matter is settled by written agreement between the Union representative and the Commissioner, such written agreement shall have the same force and effect as a decision or award of the arbitrator (under 2 c) and shall be final and binding on each of the parties and that they will abide thereby. Should either party fail or refuse to abide by the written agreement, the prevailing party shall be free to take whatever action it deems necessary, and such action will not be considered in violation of this Agreement. If the grievance cannot be adjusted within ten (10) days, either party may submit the grievance to arbitration as outlined in Section 2 of this Article.

d. Any grievance that arises between the employees and the Employer shall be submitted to the Union within sixty (60) days to be eligible to receive the assistance or attention of the Union, excepting a dismissal or suspension grievance which must be brought to the Union's attention within ten (10) days after the date of termination.

2. ARBITRATION

a. Within thirty (30) days of the signing of this Agreement, the Employer and the Union will request from the American Arbitration Association, 140 West 5th St., New York, NY 10020, the names of seven (7) qualified Alaska-resident arbitrators.

b. In the event that arbitration becomes necessary, the board of arbitration will be composed as follows: one (1) member appointed by the Union, one (1) appointed by the Employer and the above two (2) will select the third (3rd) member by alternately striking from the A.A.A. list one (1) name at a time until only one (1) name remains on the list. The name of the

subpoenaed by a party other than the Employer, the employee will not be compensated if the employee, the Employer or the Union is a party in the case, or if the employee has any direct interest or financial interest in the case. Differential payment shall be made so long as such jury duty or court appearance continues only upon presentation of documentary proof of jury duty or court appearance and the payment received therefore. Continuous-service credit and duly established seniority privileges will accumulate during such leave.

6. **ELECTIONS.** If the Employer has so placed an employee that he is unable to vote on his off-duty time, it shall be the responsibility of the Employer to provide time and transportation during normal working hours, without loss of pay to the employee, for each permanent employee to vote in federal, state, city, borough, and Union elections.

7. **MATERNITY LEAVE.** Immediately preceding and following childbirth, a female employee is entitled to take a total of nine (9) weeks' leave. This leave shall be charged first to sick leave and if this is insufficient, to annual leave, then to leave without pay for the balance of the period of nine (9) weeks.

Upon application and under extenuating circumstances, additional leave may be granted by the appointing authority. A physician's certificate shall be required to support the additional leave request. Where a maternity leave of absence is taken in accordance with the provisions of this section, the employee shall accumulate service credit and seniority during such leave of absence.

8. **ADMINISTRATIVE LEAVE.** Administrative leave shall be granted a mutually agreed upon number of state employee members of the Labor Trades and Crafts Unit negotiating committee for a reasonable time necessary for the conduct of contract negotiations.

bargaining unit, as approved by the attending physician, because of disabling illness or injury, shall upon request receive a leave of absence without pay up to twelve (12) months but with service credit and seniority accumulating. If the disability continues beyond twelve (12) months and the employee has not returned to work, his service credit and seniority will be broken and terminated, unless otherwise mutually agreed by the Union and Employer.

3. OTHER APPROVED ABSENCE. Permanent employees may be granted a leave of absence without pay for death in the family, quarantine, marriage or voluntary service with a government agency. Leaves of absence may also be granted for other miscellaneous reasons. Application for such approved absence should be made to the immediate supervisor in accordance with the provisions of this Agreement, in accordance with Article V.

4. NON-WAR MILITARY DUTY ABSENCE AND PAYMENT. An employee who is ordered by the United States Selective Service System to report for a pre-induction physical examination is entitled to a leave of absence without loss of pay, time, or performance rating. The leave of absence shall not exceed three (3) working days.

An employee of the State who is a member of a reserve component of the United States Armed Forces, National or Alaska Guard or Naval Militia, is entitled to a leave of absence without loss of pay, time, or performance rating, on all days during which he is ordered to training duty, as distinguished from active duty, with troops or at field exercises or for instruction. The leave of absence may not exceed sixteen and one-half (16½) working days in any calendar period beginning January 16 and ending January 15.

5. ABSENCE AND PAYMENT FOR JURY DUTY AND WITNESSES. An employee who is called for jury duty or who is subpoenaed to appear in court in Alaska as a witness will be compensated by the Employer for the difference between payment received for such compulsory jury duty or court appearance and the payment he would have received for the straight-time hours he was thereby required to lose from his regular work schedule but not to exceed five (5) seven and one-half (7½) hour days per week, computed at his established basic hourly wage rate. However, when

arbitrator remaining on the list shall be accepted by the parties as a voting chairman, and arbitration shall commence within ten (10) days thereafter.

c. During the process of the above procedure, there shall be no strike or lockout. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The authority of the arbitrator shall be limited to determining questions directly involving the interpretation or application of specific provisions of this Agreement, and no other matter shall be subject to arbitration hereunder. The arbitrator shall have no authority to add to, subtract from or to change an existing wage rate or to establish a new wage rate, but may provide retroactivity. The arbitrator's award will be made within ten days of the arbitration hearing unless other arrangements are made. Should either party fail or refuse to abide by the decision of the arbitrator, the prevailing party shall be free to take whatever action it deems necessary, and such action will not be considered in violation of this Agreement.

There shall be no stoppage of work in the interim. Expenses incident to the services of the arbitrator shall be borne entirely as designated by the arbitrator. The arbitrator shall assign such expenses to the losing party. If in the opinion of the arbitrator neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable.

ARTICLE X

REPRESENTATIVES

1. The Union shall have representatives who are not employees of the Employer who shall be authorized to speak for the Union in all matters governed by this Agreement and shall be permitted to visit any work area at any time with advance notice to the person in charge.

2. In addition to the above, the Union may, upon written notice to the Employer, authorize Shop Stewards from among the employees of the Employer to carry out the intent and purposes of Articles VIII and IX.

ARTICLE XI

EXAMINATION OF RECORDS

The Union representative shall have the right to examine specific employee's records pertaining to wages, hours and conditions covered by this Agreement. The Employer shall make available original or copies of the original records for the examination by the Union representative, upon eight (8) working hours' written notice from the Union to the state office where the record is available.

ARTICLE XII

CHECKOFF

Whenever an employee coming under the terms of this Agreement executes and delivers to the Union, who will deliver to the Employer, a proper written assignment for the deduction of Union dues and initiation fees from his wages, and the financial secretary of the Union notifies the Employer that such Union dues are due, the Employer agrees to make such deductions within thirty-one (31) days from the date of the notification to remit to the Union the amount so deducted from each. The parties agree that the Employer will deduct in dues an additional ten cents (10¢) per hour provided such additional deduction is authorized by the employee. The Employer agrees to provide to the Union once each month a list of employees showing the amounts deducted from each. This list will also include all employees and their classifications working under the jurisdiction of this Agreement. No other employee organization shall be accorded payroll deduction privileges with regard to this bargaining unit.

All dues and initiation fee assignments executed by employees shall be effective for as long as such employee is employed by the Employer in classifications coming within the purview of this Agreement. However, assignments may be cancelled by an employee who gives notice in writing to the Employer within the ten (10) day period immediately preceding the first or subsequent anniversary date of this Agreement.

6. All vacation time accumulated prior to the effective date of this Agreement may be retained and used at the employee's discretion, following established leave-requirement provisions.

7. Vacations may be taken at any time with the permission of the employer whenever business permits, except for terminations or retirement.

8. a. Each employee shall take at least ten (10) days annual leave during each calendar period beginning January 16th and ending January 15th of the succeeding year. Should circumstances cause the employer to refuse the employee any opportunity to take the full ten (10) days, any unused portion of the ten (10) day mandatory leave shall not be deducted from the employee's leave balance at the end of the calendar year.

b. Annual leave accrued but not used shall accumulate to a maximum of sixty (60) days on January 15 of any calendar year. If an employee would have, as of January 15, an amount of leave in excess of sixty (60) days the employer may, after consultation with the employee, schedule such leave in excess of sixty (60) days.

c. If an employee has an amount of annual leave in excess of sixty (60) days as of January 15, such amount in excess of sixty (60) days shall be paid in cash.

ARTICLE XX

LEAVES OF ABSENCE

1. **APPLICATION FOR LEAVES OF ABSENCE.** No application for a leave of absence, as described in this article, will be considered, unless it is applied for in writing and presented to the employee's immediate supervisor for his approval.

2. **TEMPORARY ABSENCE FOR DISABILITY, ILLNESS OR INJURY.** A permanent employee who shall be found and certified by a medical doctor to be unable to perform his regular assigned or alternate duties within this

prior to the time that a vacation is taken, shall receive credit for one and one-quarter (1¼) days per month for each month worked from the inception of his employment and shall receive pay for the amount of credits so accumulated. After an employee has worked for a period of two (2) years, Section 2 of this provision shall apply.

2. Employees with two (2) years or more employment shall start accruing one and three-quarter (1¾) days per month from the beginning of the third (3rd) year of employment. Any employee who has worked over the two (2) year period, but who terminates prior to the time that a vacation is due, shall receive credit for one and three-quarter (1¾) days per month for each month worked from the beginning of the third (3rd) year of employment and shall receive pay for the amount of credits so accumulated.

3. Employees with five (5) years or more employment shall start accruing two (2) days per month from the beginning of the sixth (6th) year of employment. Any employee who has worked over the five (5) year period but who terminates prior to the time that a vacation is due shall receive credit for two (2) days per month for each month worked from the beginning of the sixth (6th) year of employment and shall receive pay for the amount of credits so accumulated.

4. Employees with ten (10) years or more of employment shall start accruing two and one-half (2½) days per month from the beginning of the eleventh (11th) year of employment. However, any employee who has worked over the ten (10) year period but who terminates prior to the time that a vacation is due, shall receive credit for two and one-half (2½) days per month for each month worked from the beginning of the eleventh (11th) year of employment and shall receive pay for the amount of credits so accumulated.

5. **EXTENDED VACATION LEAVE.** Any employee desiring extended vacation leave shall secure written permission from both the Employer and the Union. Such extended vacation leave without pay shall not exceed fifteen (15) working days in any year. The employee may not accept any other type of employment under a Tri Trades Labor Agreement while on vacation or extended leave. Proven violation of this section will subject the employee to termination.

ARTICLE XIII

CLASSIFICATION AND WAGES

1. a. Effective date of acceptance the Employer agrees to be governed by the following schedule of wages and working conditions. In the event that work done places the employee in one or more of these classifications when so directed by the Employer, then the Employer agrees to pay such employee according to the highest rated classifications worked provided the employee works for a minimum of three hours at a higher rated wage grade at the direction of the Employer, he shall be paid at the higher wage grade for the entire shift. When an employee is requested to work in a lower wage group due to a temporary fluctuation in work he shall receive his regular rate of pay for all such lower rated work performed.

b. Beginning July 1, 1975, the following shall be the schedule of wages to be paid those employees who are on the payroll of the Employer on August 1, 1975.

	A	B
Wage Group IA	\$10.47	\$12.80
Wage Group I	9.87	12.06
Wage Group II	9.27	11.32
Wage Group III	8.57	10.58
Wage Group IV	7.97	9.84
Wage Group V	7.47	9.20
Wage Group VI	6.97	8.56
Wage Group VII	6.57	8.03
Wage Group VIII	6.17	7.50
Wage Group IX	5.77	7.08
Wage Group X	5.37	6.44

The Job Classifications are as follows:

Wage Group IA
 Airport Maintenance Foreman
 Engineering Technician VIII
 Occupational Safety Compliance Officer

Wage Group I
Highway Maintenance foreman
Automotive Shop Foreman
Building Maintenance Foreman
Equipment Operator Foreman
Electrician Foreman
Electronic Technician Supervisor
Engineering Technician VII

Wage Group II
Highway Maintenance Foreman
Maintenance Mechanic
Electrician
Aircraft Sheet Metal Mechanic
Engineering Technician VI
Safety Consultant
Electronic Technician

Wage Group III
Mechanic Leadman
Equipment Operator
Heavy Duty Mechanic
Driller
Trades Leadman
Cook IV
Engineering Technician V
Materials Lab Technician III
Partsman II
Stationary Fireman III
Aircraft Mechanic
Party Chief
Traffic Control Technician

Wage Group IV
Mechanic
Maintenance Man
Equipment Operator
Plumber
Driller
Painter
Carpenter
Stationary Fireman II
Instrumentman
Inspector III
Highway Engineering Technician V
Matts Lab Technician II
Storekeeper III
Sign Painter

ARTICLE XVIII

HOLIDAYS

1. HOLIDAYS RECOGNIZED ARE:

New Years Day	Lincoln's Birthday
Memorial Day	Seward's Day
Washington's Birthday	Independence Day
Labor Day	Alaska Day
Veterans' Day	Thanksgiving Day
Christmas Day	

Every day designated by public proclamation by the President of the United States or the Governor of the State as a legal holiday.

2. **OBSERVANCE OF HOLIDAYS.** A designated holiday will normally be observed on the calendar day on which it falls except that if the holiday falls on an employee's first regularly scheduled day off it will be observed on the preceding day. If the holiday falls on the employee's second regularly scheduled day off it will be observed on the following day.

3. **PAY FOR DESIGNATED HOLIDAYS.** Any of the above-designated holidays, when not worked by an employee, shall be paid at the rate of seven and one-half (7½) hours at straight-time pay. An employee who is required to work on any one (1) of the designated paid holidays shall be paid time and one-half for hours worked plus holiday pay as designated above.

ARTICLE XIX

ANNUAL LEAVE

1. Employee's vacation-time credits shall accrue from the date of employment at the rate of one and one-quarter (1¼) days per month or majority fraction thereof for a period of two (2) years. Vacation-time credits, however, shall not be allowed to any employee whose term of employment is less than sixty (60) days. However, any employee who has worked over the sixty (60) day period but who terminates

a. **ITEMIZED DEDUCTIONS.** The Employer shall itemize all deductions except deferred compensation on pay checks so employees can clearly determine the purposes for which amounts have been withheld and shall include the number of straight-time hours, overtime hours, dues deductions and basic rate per hour paid.

b. All mailed checks shall be considered paid timely if postmarked four (4) days prior to the due date.

4. **PAY SHORTAGES.** Verified pay shortages shall be paid promptly after receipt of the employee's complaint in accordance with Article XVII, section 3, and no later than fifteen (15) days after the written complaint is received on forms provided by the State. If not paid within the prescribed period, the penalties as set forth in Section 3 above shall apply.

5. **TERMINATION PAY.** When an employee is terminated, his wages become due immediately and shall be paid during business hours no later than the fourth (4th) working day after termination. If not paid within the prescribed period, the penalties set forth in Section 3 shall apply. Provided, however, if the employee voluntarily terminates without two (2) weeks prior notice, the penalties set forth in Section 3 shall not apply until after the following pay period.

6. Any penalty on late pay conditions for any employee shall result in the employee receiving no more than seven and one-half (7½) hours pay per day in penalty or late pay for any one claim.

7. When the Employer prepares a written Performance Evaluation Report on an employee, the employee shall, at his option, have a union representative present during the discussion of said evaluation.

The Employer agrees that, upon completion of the discussion of the Performance Evaluation Report with the employee, the evaluation will be signed by both the employee and the rater. Upon completion of the discussion and signing by both parties, the employee will be given his copy at the meeting. The employee's copy, without further written comments or signatures, shall constitute the written evaluation.

Wage Group V

Maintenance Man
Equipment Operator
Driller
Engineering Technician IV
Inspector II
Highway Engineering Technician IV
Housekeeping Supervisor
Partsman I

Wage Group VI

Equipment Operator
Labor Foreman I
Cook III
Electron. Technician Assistant
Materials Lab. Technician I
Storekeeper II
Head Chainman
Groundsman Supervisor

Wage Group VII

Equipment Serviceman
Equipment Operator
Trades Helper
Cook II
Engineering Technician III
Inspector I
Equipment Dispatcher
Groundsman
Highway Engineering Technician III
Materials Lab. Technician Aide II
Stockhandler
Rear Chainman
Laundry Supervisor

Wage Group VIII

Laborer
Building Custodian
Storekeeper I
Assistant Groundsman
Custodial Worker II
Laundry Worker II
Housekeeping Aide III

Wage Group IX
Cook I
Clothing Clerk
Engineering Technician II
Highway Engineering Technician II
Senior Food Service Worker
Matls Lab Technician Aide I
Janitor

Wage Group X
Custodial Worker I
Housekeeping Aide I
Laundry Worker I
Food Service Worker

c. New employees will enter the schedule at step A and shall remain in that step for 120 calendar days, at which time the employee shall be placed in step B. Employees who are in probationary status on the date of signing of this agreement shall move to step B ninety (90) days after signing of the agreement. All permanent employees shall be placed at step B.

d. **RETROACTIVE PAY.** All employees on the payroll of the Employer on August 1, 1975, shall receive a lump sum settlement of seventy-five cents (75¢) for each hour worked in the unit during the period January 1, 1975, and June 30, 1975.

Those employees in the Department of State Operated Schools who were terminated or laid off from State employment as a result of Chapter 124 SLA 1975, or of the dissolution of On-Base Schools, shall be deemed eligible for retroactivity granted by this section. Those who are still employees of the Employer but prior to August 1, 1975, are on layoff status, shall be entitled to the schedule of wages and retroactive pay only upon recall to active pay status with the Employer.

2. **JOB CLASSIFICATIONS.** The specifications of job classifications regarding skills, abilities, experience, work requirements and duties shall be established by the Employer and shall be based on NLRB determinations.

It is understood the Employer will have need for employees with special skills and abilities. The Union agrees to refer persons possessing such skills and abilities and to honor all such bona fide requests.

ARTICLE XVII

CONDITIONS

1. **LUNCH BREAK.** A lunch period of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway of each shift. When the employee is scheduled to work at least three days on a ten (10) hour shift the lunch period shall be taken after approximately five (5) hours. If the shift exceeds the scheduled ten (10) hours the employee shall be entitled to an additional meal period with pay at the appropriate overtime rate not to exceed one-half (½) hour. The same principle shall apply to shifts of eleven and twelve hours.

2. **RELIEF PERIOD.** All employees shall be allowed one (1) relief break not to exceed fifteen (15) minutes in duration during the first (1st) half of the shift and fifteen (15) minutes during the second (2nd) half of the shift. The Union and the Employer shall mutually agree on reasonable rules governing the taking of such relief periods as provided herein. When working other than the regular shift, relief breaks shall be taken consistent with the above schedule.

3. **PAY DAY.** The Employer agrees that pay day shall be semi-monthly and shall be paid on the first (1st) and sixteenth (16th) of each month. If the employee's pay day falls on a Saturday, Sunday, or holiday, then the last working day before said Saturday, Sunday, or holiday shall be considered pay day. If the employee who elects to receive his paycheck at home or at work does not receive his pay check on pay day or within twenty-four (24) hours of the close of business on pay day, the employee shall be entitled to penalty pay of 7½ hours pay at his straight-time rate for every day thereafter that the check is late, provided the employee files notice with the employer on forms provided by the State within the next regular day of business. Failure to provide notice to the Employer within the specified time period will forfeit claim for penalty pay until such notice is given. Employees who have their checks mailed to their banks shall be entitled to penalty pay only from the date of written complaint to the Employer.

Transfer between duty stations and travel in exercising retention rights at the employee's option will be at the employee's expense.

5. The Employer shall insure the life of every employee against accidental death while in travel status away from his duty station in the amount of \$35,000.00 at no cost to the employee. The employee shall name the beneficiary.

6. **TEMPORARY TRAVEL ASSIGNMENTS.** Travel assignments shall be made in order of seniority among qualified employees. When an employee is traveling between work assignments or is temporarily assigned to work a distance of more than fifty (50) road miles away from his regularly assigned work location, the Employer will pay according to the following schedule of allowances.

Time Period	Meal	Allowance
Midnight — 10:00 a.m.	Breakfast	\$3.50
10:00 a.m. — 3:00 p.m.	Lunch	4.00
3:00 p.m. — Midnight	Dinner	8.50

ARTICLE XVI

REMUNERATION

TIME CARDS. Time-card hours of employees shall not be changed without first consulting with the employee involved and the authorized Union representative. Copies of the employee's time cards shall be made available by the Employer for inspection by the employee or authorized Union representative upon eight (8) working hours notice by the Union to the State office where the records are maintained. Refusal to furnish time cards as specified herein, shall entitle the employee to wait-time pay of forty dollars (\$40) for each twenty-four (24) hour period thereafter. The Employer shall not be required to keep time cards over sixty-five (65) days. Any employee having a discrepancy in his time card must bring same to the attention of the Union within sixty (60) days after such discrepancy.

3. **SERVICE BONUS.** An employee with seven (7) years of continuous service with the Employer shall be paid an additional twenty cents (20¢) per hour after one (1) year at the final step of the salary range.

An employee with seven (7) years of continuous service with the Employer shall be paid an additional forty cents (40¢) per hour after two (2) years at the final step of the salary range.

An employee with nine (9) years of continuous service with the Employer shall be paid an additional fifty cents (50¢) per hour after two (2) years at the final step of the salary range.

The rates listed above shall not be cumulative, and the additional rate listed for the specified length of continuous service with the Employer shall be the total amount paid for that length of service.

4. Where new types of equipment and/or operations, for which rates of pay are not established by this Agreement are put to use after the effective date of this Agreement, within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date the equipment is put to use. In the event that negotiations cannot be finalized to the satisfaction of both parties, the matter shall be referred to the grievance procedure.

5. **SUBSISTENCE.** Subsistence shall be calculated as a daily rate according to geographical location and only as a permanent work location at \$2.15 per day times step-due district.

Illustrative Place Names	House Election Districts	Steps Above Pay Plan
Ketchikan-Prince of Wales	1	0
Wrangell-Petersburg	2	1
Sitka	3	1
Juneau	4	0
Icy Strait-Lynn Canal	5	2
Cordova	6(a)	4
Valdez Pipeline Corridor	* 6(b)	5
Palmer-Wasilla	7	1
Anchorage	8	0
Seward	9	2
Kenai-Cook Inlet	10	2
Kodiak	11	2
Aleutian Islands	12	7
Bristol Bay	13	7
Bethel	14	8
Yukon-Kuskokwim	15(a)	9
Nenana-Cantwell-Healy-Livengood-Manley	15(b)	7
Fairbanks	** 16(a)	4
Eagle-Chicken-Circle-40 Mile	16(b)	5
Fort Yukon	*** 16(c)	9
Barrow-Kobuk	17	9
Nome	18	7
Wade-Hampton	19	8
Outside Alaska		minus 6

The Election Districts used are those designated by the Proclamation of Reapportionment Redistricting of December 7, 1961, and retained for the House of Representatives by proclamation of the Governor September 3, 1965.

*Pipeline Corridor Defined

Richardson Highway — Valdez to Paxson
 Glenn Highway — Eureka to Slana
 Edgerton Highway — Chitina to the intersection with the Richardson Highway five miles either side of the above highways between the cities or destinations listed shall be the Pipeline Corridor.

**16(a) South of Arctic Circle

***16(c) North of Arctic Circle

B. When employees are assigned to temporary duty stations that do not meet camp requirements, per diem shall be reduced \$10 per day. The employer will furnish heat, light, adequate cooking, sleeping, and lavatory facilities.

This does not apply to Article XXI, section 8, and will be effective on date of acceptance.

3. **REIMBURSABLE TRAVEL EXPENSES.** Whenever an employee is required to change his place of residence because of a change in assignment, promotion, or other reason related to his duties, he shall be reimbursed for transportation expenses as follows:

a. Tourist class airfare for the employee and his dependents or sixteen cents (16¢) per mile for driving each family-owned car, whichever is used.

b. A standard per diem for the employee, a \$15.00 per diem for his spouse, and a \$10.00 per diem for each of his other dependents while en route. Upon arrival at the new duty station, the employee, his spouse and his dependents are entitled to per diem at the same rate as for per diem while en route for not more than ten (10) days while the employee is seeking permanent housing.

c. When applicable, a ticket for transportation on the State Ferry System.

d. The Employer may authorize the payment of travel and per diem to secure housing prior to the change in duty station. Such authorization, however, will be made only if the change in duty station is at the request of the Employer.

e. In cases of new hires to duty stations not on the connected highway system or ferry system, one-way airfare for the employee only will be furnished.

4. **REIMBURSABLE MOVING EXPENSES.** Employees shall be reimbursed for moving expenses under Section 7676 of the "State Administrative Manual," provided that sub-section (3) shall be at the rate of sixteen cents (16¢) per mile.

Per Diem Allowances

For Bargaining Unit Members Who Obtain Overnight Lodging

House Election District No.	Steps Above Basic Per Diem	Per Cent Factor	**Short-Term Per Diem Rate	Long-Term Rate (60% of Short-Term)
0*	0	100.00	\$ 40.00	\$ 24.00
1	0	100.00	40.00	24.00
4	0	100.00	40.00	24.00
8	0	100.00	40.00	24.00
2	1	103.75	41.00	24.60
3	1	103.75	41.00	24.50
7	1	103.75	41.00	24.60
5	2	107.50	43.00	25.80
9	2	107.50	43.00	25.80
10	2	107.50	43.00	25.80
11	2	107.50	43.00	25.80
16-S	6	111.25	44.00	26.40
6	4	115.00	45.00	27.00
12	7	126.25	49.00	29.40
13	7	126.25	49.00	29.40
18	7	126.25	49.00	29.40
14	8	130.00	51.00	30.60
19	8	130.00	51.00	30.60
15	9	133.75	52.00	31.20
16-N	9	133.75	52.00	31.20
17	9	133.75	52.00	31.20

The Election Districts used are those designated by the Proclamation of Reapportionment Redistricting of December 7, 1961, and retained for the House of Representatives by proclamation of the Governor September 3, 1965.

*House Election District "0" denotes any place not in Alaska.
 **"Short-Term" rate is rounded to nearest whole dollar.

6. PREMIUM PAY

a. 1. For all work performed on the employee's first scheduled day off, one and one-half (1½) times the basic rate of pay shall be allowed.

2. For all work performed on the employee's second scheduled day off, two (2) times the basic rate of pay shall be allowed, provided the employee has worked, been compensated for, or has been excused from working on his last regularly scheduled work day.

3. All work performed on holidays shall be paid at one and one-half (1½) times the basic rate of pay in addition to holiday pay.

b. **SHIFT DIFFERENTIAL.** Employees who regularly work a "swing" shift beginning between 11:00 a.m. and 7:59 p.m. shall receive shift differential pay of three and three-quarter per cent (3.75%) for all compensable hours.

Employees who regularly work a "graveyard" shift beginning between 8:00 p.m. and 5:59 a.m. shall receive shift-differential pay of seven and one-half per cent (7.5%) for all compensable hours.

c. Employees who are required to work under dangerous conditions shall receive hazard pay of seven and one-half per cent (7.5%) in four-hour increments so worked. Dangerous conditions shall be defined as working at heights more than twenty-five (25) feet above the ground on towers, bridgework so designated by the Employer, antennas and transportation by helicopter required by the Employer.

7. **LIEN CLAUSE.** A lien shall be created for any and all checkoffs and payments required by the Employer in favor of the employee as now exists by statute, which lien rights shall be cumulative in nature during the life of this Agreement.

8. Each new employee, unless otherwise designated, shall be hired as a probationary employee until the end of the probationary period of sixty (60) days. Upon completion of

such period, he shall be considered a permanent employee and shall have seniority from his date of hire. Accrual and use of sick and annual leave, holiday pay, retirement benefits, health and welfare coverage and other conditions of employment shall be subject to other provisions of this contract.

9. The Employer may request a full or part-time temporary employee. A temporary employee is one so designated for one hundred and twenty (120) calendar days or less. Such time may be extended by mutual agreement. A temporary employee is not entitled to sick and annual leave, health and accident insurance, or pension benefits. In lieu of such entitlements, each temporary employee shall receive \$1.10 for each compensable hour worked. If the employee is retained in permanent status, the seniority shall be counted from the original date of hire. Temporaries shall be entitled to subsistence only for days worked. Temporaries shall be covered by the holiday provisions of this Agreement.

10. **PERMANENT PART-TIME EMPLOYEES.** The Employer may establish a fixed reduced work schedule for an employee on a continuing basis when the employee accepts such employment or agrees in writing to the schedule in advance.

Permanent part-time employees will be paid at time and one-half for hours worked prior to or beyond, and continuous with their regular shift or on early call-in. Permanent part-time employees will be paid holiday pay according to the hours they are normally scheduled to work. Permanent part-time employees will be covered in accordance with Article XXIII, Section 1. Benefits for sick leave and annual leave, retirement pension pursuant to pertinent statutes and regulations, and vacation time shall accrue proportionate to the benefits for full-time service.

A permanent part-time employee working four (4) hours or less per day will receive one-half (½) subsistence pay for each day worked. Those permanent part-time employees who work regular shifts of four (4) hours or less per day on a five (5) days per week schedule shall receive one-half (½) subsistence pay for seven (7) days each week.

ARTICLE XV

TRAVEL AND MOVING

1. **TRAVEL AND PER DIEM.** If an employee is required to travel in travel status, he shall be paid a minimum of four (4) hours at his regular straight-time rate. If the travel time is more than four (4) hours in any twenty-four (24) hour period, he shall receive a minimum of seven and one-half (7½) hours at his regular straight-time rate. Travel time shall not be considered time worked for the purpose of computing overtime for that particular day.

No employee shall be required to travel for more than forty-eight (48) hours from his duty station without prior authorization and travel advanced funds, based on the travel time status requested by the Employer, and applicable per diem rates.

2. a. **B/SIC PER DIEM.** The Employer shall provide, as appropriate, the following per diem allowances for employees covered by this Agreement while traveling on official State business in accordance with the schedule which follows. As to any one location assignment, the first thirty (30) days will be at the short-term per diem rate and the days after that at the long-term rate. Whenever the Commissioner of Administration finds that the rates set forth in the following table are not adequate to obtain lodging and meals in any community, he will increase the per diem allowance for that community.

9. a. Authority for orders to employees covered by this Agreement will be to the employees by a management representative through a foreman or leadman where there is a foreman or leadman as required by paragraph (b) and (c) of this section and from a foreman or leadman to other employees performing the work.

b. When four (4) or more employees, except for laborers in public buildings, are employed on the same shift or as a crew, one (1) shall be selected by the Employer as a working leadman and shall be paid at the proper rate.

c. When eight (8) or more employees are employed on the same shift or as a crew in an immediate area, one (1) shall be selected as a non-working foreman and shall be paid at the proper rate.

d. When a leadman or foreman as described in sections (b) and (c) is required by the Employer to supervise others of a Wage Grade the same as his own he shall be entitled to thirty-five cents (35¢) per hour over the base rate for the Wage Grade for all such hours of supervision. Such increase shall not result in a permanent wage change. The appointment of such foremen or leadmen will be the right of management, other provisions of the contract notwithstanding.

10. **EMERGENCY CONDITIONS.** Where an emergency exists which has been caused by events beyond the control of the Employer which endangers life or property, such work shall be done at a straight-time rate even though such work is done on Saturdays, Sundays or holidays. All such work which is in excess of seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week shall be paid for at the overtime rate.

11. **CASUAL EMPLOYEE.** A casual employee is one who is employed for not more than fifteen (15) calendar days. The casual employee is entitled to the base hourly rate specified in this Agreement. Casual employees may be employed directly by the Employer with notice to the Union District Office and are not subject to other terms and conditions of this Agreement, except for the overtime provisions.

12. **INTERMITTENT EMPLOYEE.** The Employer may request an intermittent employee. An intermittent employee is one who is employed for the purpose of substituting for a permanent employee who is off duty because of illness, on annual leave or otherwise is unable to work. An intermittent employee is not entitled to sick and annual leave, holidays, health and accident insurance, pension benefits or unit-voting privileges. In lieu of such entitlements each intermittent employee shall receive one dollar and ten cents (\$1.10) for each compensable hour worked. Upon initial employment, each intermittent employee may remain on the active employee roster for a period of nine (9) months. Work in any nine (9) month period shall not exceed three hundred and twenty-five (325) hours, of which not more than ten (10) consecutive working days in one assignment will be made. Intermittent employees are entitled to subsistence for each day worked. These employees will be subject to provisions of Article IV.

13. **TRAINEE OR APPRENTICESHIP.** It is understood and agreed that both parties will consider each training or apprenticeship program individually and reach mutual agreement on wages and conditions implemented. The Union and State agree to establish a policy for training. A committee composed of four (4) members from each party will establish training procedures in all departments possible.

14. **LONGEVITY.** AS 39.27.022 shall not apply to the employees in the Labor, Trades and Crafts Unit.

ARTICLE XIV
WORKING RULES

1. The work week shall consist of thirty-seven and one-half (37½) hours within five (5) consecutive days, and all permanent full-time employees shall be guaranteed a full work week provided they are ready, willing, and able to work, unless suspended, on layoff, or leave without pay.

a. It is understood and agreed between the parties that at a duty station with multiple shifts, if a majority of the employees who do shift work indicate by majority vote that rotating shifts are desirable, the parties agree that the requirement of five (5) consecutive work days as specified in Article XIV, section 1, shall be invalid for those working rotating shifts at shift change time only.

b. No CETA or PEP employees shall be assigned work which will result in the lay off of Tri Trade: employees.

2. The Employer agrees that the employee shall be paid overtime for all work in excess of seven and one-half (7½) hours in any one (1) day and thirty-seven and one-half (37½) hours in any one (1) week, at the appropriate overtime rate of pay.

3. When a shift is started, no less than four (4) hours shall be allowed. If more than four (4) hours is worked, then the full shift shall be allowed. Seven and one-half (7½) hours shall constitute a shift.

4. **SHOW UP TIME.** Temporary employees reporting to work and not put to work shall receive four (4) hours pay or their regular shift, whichever is less, at their regular straight time rate unless notified not to report at the end of their previous shift or two (2) hours prior to the start of the shift. If the second half is started, then a whole shift shall be allowed or their regular shift whichever is less.

5. **STANDBY TIME.** When employees are required to standby because of temporary breakdown or shortage of materials, temporary weather conditions, or for any other

cause beyond their control, no time shall be deducted from this period and the finishing time or shift shall not be extended to make up the lost time.

6. **CALL BACK.** When an employee is called back to work within four (4) hours after the completion of his regular shift, he shall be paid for such hours worked at the appropriate overtime rate. If he is called back to work later than four (4) hours after the completion of his shift, the employee is entitled to a minimum of four (4) hours pay at the appropriate overtime rate. If the hours worked exceed four (4), the employee shall be entitled to overtime pay for all such hours worked. If the employee is called out more than once in one four-hour period, a new call out shall not be established. Work performed outside of regularly scheduled hours in making runway checks in compliance with the Federal Aviation Administration Airport Certification Laws will be paid for at four (4) hours straight time rate or for time worked, whichever is greater.

7. **STARTING TIME.** Regular starting times will be as established by the Employer for each operation covered by this Agreement, and changes to this will be mutually agreed to by the Union and the Employer.

8. **TIDAL OPERATIONS.** When it is necessary to work with the tide, any such working hours may be changed at the option of the Employer to meet tidal conditions; however, when these conditions make it impossible for full shift operations, the employees shall be paid for a full shift regardless of whether a full shift is worked. No split shift which extends into the next tide shall be worked except at the overtime rate.

a. **FERRY TRAVEL TIME.** Ferry travel time shall be defined as actual time enroute between point of departure and destination and shall be paid at the employee's regular straight time rate of pay. Loading and unloading of vehicles from ferries shall be included in the employee's travel time. Travel time shall not be considered time worked for the purpose of computing overtime.

SUPPLEMENTAL AGREEMENT
BETWEEN
STATE OF ALASKA
AND
CONFIDENTIAL EMPLOYEES ASSOCIATION
REPRESENTING
CONFIDENTIAL BARGAINING UNIT

SUPPLEMENTAL AGREEMENT
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CONFIDENTIAL BARGAINING UNIT

This supplemental agreement is entered into in accordance with Article 26 of the collective bargaining agreement signed October 16, 1974, between the parties. This supplemental agreement is effective on date of signing and shall not be retroactive unless specifically provided for in the agreement. The collective bargaining agreement between the parties signed October 16, 1974, shall be added to and amended as follows:

ARTICLE 2, paragraph 3 is amended and shall be in effect as follows:

The Employer may hire temporary employees for positions similar in duties and requirements to positions in the bargaining unit. A temporary employee can be employed for nine (9) months or less in any twelve (12) month period. A temporary employee is not entitled to personal leave, or unit-voting privileges, except that:

1. Temporary employees are covered by the holiday provisions of this agreement and the Personnel Regulations.
2. Temporaries who begin a shift and are then sent home during the first half of the shift shall receive four hours pay or their normal hours of work, whichever is less. Temporaries who are sent home during the second half of a shift shall receive seven and one-half (7 1/2) hours pay or their normal hours of work, whichever is less.

ARTICLE 9 is amended and shall be in effect as follows:

ARTICLE 9
PERSONAL LEAVE

It is understood that from and after the date of the signing of this Agreement, personal leave shall be earned and used in lieu of all sick and annual leave except as specified in this Article. Employees who, as of the day prior to the signing of this Agreement, have annual leave earnings credited to their State annual leave accounts shall, coincidental with the signing of this Agreement, have the annual leave balances transferred to their personal leave account.

I. RATE OF ACCRUAL: An employee who has permanent and/or probationary status shall accrue personal leave as follows:

- A. Two (2) working days for each full monthly pay period if the employee has less than two (2) years of service.
- B. Two and one-quarter (2 1/4) working days for each full monthly pay period if the employee has more than two (2) but less than five (5) years of service.
- C. Two and one-half (2 1/2) working days for each full monthly pay period if the employee has more than five (5) but less than ten (10) years of service.
- D. Three (3) working days for each full monthly pay period if the employee has more than ten (10) years of service.

In determining years of service for the purpose of computing personal leave, all service with the Territory and State of Alaska shall be included.

II. CHANGES OF ACCRUAL RATE: All accrual rate changes shall become effective the first day of the pay period following the pay period in which the employee completes the service requirement and becomes eligible for the higher accrual rate.

III. SICK LEAVE BANK: Employees who, as of the day preceding this Agreement have sick leave earnings credited to their State sick leave accounts, shall, coincidental with the signing of this Agreement, have such earnings transferred to a sick leave bank.

A. From the date of signing of this Agreement, the employee may draw upon a maximum of fifteen (15) days or the balance in the sick leave account on date of signing, whichever is less. Such leave is to be used consistent with the Personnel Rules governing the use of sick leave. Any one medical disability which prevents the employee from performing his duties, as certified by the attending physician, which exceeds seven (7) working days shall be charged as follows:

1. shall be charged first to the fifteen (15) days referred to in this section.
2. shall be charged to Personal Leave up to a maximum of seven (7) working days.
3. after exceeding the seven (7) days charged to Personal Leave, the additional leave shall be charged to the sick leave bank.
4. if the sick leave bank has been exhausted, the leave shall be charged to personal leave.

Such illnesses shall in all cases require a report from a licensed physician.

B. There will be no further additions to the sick leave bank and the balance can be authorized for use only for those purposes consistent with Personnel Rules regarding the use of sick leave and only after the personal leave balance has been exhausted.

IV. UTILIZATION AND DISPOSAL: Personal leave shall be used for any and all purposes for which sick and/or annual leave has heretofore been used. Personal leave requests require the prior approval of the supervisor except in the case of illness or injury to the employee. Employee requests shall be given full consideration and, to the extent practicable, approved. However, the parties agree that the final decision with regard to approval or disapproval of any request will be based on the supervisor's evaluation of the needs of the job. In an absence due to illness or injury, the supervisor may require a physician's certificate.

Personal leave accrued but not used shall accumulate until separation; however, at least five (5) days of personal leave must be used each full calendar year.

If the employee is denied the use of these five (5) days, or a portion thereof, the employee shall be entitled to payment for the unused portion. This payment shall be at the rate of one and one-half (1.5) times his hourly rate and shall be included in the first (1st) regular monthly pay following the close of the calendar year in which the denial occurred. The period of time for which payment is made will be deducted from the personal leave balance. It is understood that, should the employee take no action to schedule the five (5) days leave, the State may direct that he take personal leave at any time to satisfy the five-day requirement.

V. SEPARATION: An employee shall receive a lump-sum payment of personal leave upon separation from State service. The lump-sum payment shall equal the compensation that the employee would have received if he had remained in the service until the expiration of the period of unused personal leave. The sick leave bank balance shall be automatically cancelled without pay except in case of death of an employee who, at the time of his death, is a bargaining unit member. All unused sick leave shall be paid to his beneficiary in a lump sum.

VI. MOVEMENT FROM THE UNIT: If an employee transfers to a position outside the bargaining unit without a break in service, his personal leave shall be credited to his annual leave account and banked sick leave shall be credited to his sick leave account in the new position. If the employee transfers to a bargaining unit which has a maximum accrual of annual leave, he shall be credited with up to the maximum annual leave allowed in his new position by virtue of transfer of personal leave earnings. Any personal leave remaining after the transfer of the maximum allowed, shall be transferred along with any banked sick leave into the sick leave account in the new position.

II. Retroactive Pay

A. Retroactive pay shall, for those on the payroll in the unit on the date of signing of this supplemental agreement, be applied as follows:

1. for pay period ending 2/15/75 19.82% of gross wages paid.
2. for pay period ending 3/15/75 9% of gross wages paid.
3. for pay period ending 4/15/75 9% of gross wages paid.
4. for pay period ending 5/15/75 9% of gross wages paid.
5. for pay period ending 6/15/75 9% of gross wages paid.
6. for pay period ending 7/15/75 9% of gross wages paid.

III. Should the CPI for Anchorage rise more than 5.0% between January 1, 1975, and July 1, 1975, a cost-of-living adjustment in accordance with the following schedule will be paid retroactive to the beginning of the calendar quarter in which the rise exceeded 5%. Those eligible for any retroactive increase will be those bargaining unit members on the payroll in the unit August 16, 1975.

Consumer Price Index Table

Consumer Price Index Anchorage Increase Percent	Salary Schedule Increase Percent
at least 5% but less than 6%	1%
at least 6% but less than 7%	2%
at least 7% but less than 8%	3%
at least 8% but less than 9%	4%
at least 9% but less than 10%	5%
at least 10% but less than 11%	6%

Should the CPI for Anchorage rise more than 5% between July 1, 1975 and December 31, 1975, a cost-of-living adjustment in accordance with the above schedule will be paid retroactive to the beginning of the calendar quarter in which the rise exceeded 5%. Those eligible for the retroactive payment will be those bargaining unit members on the payroll in the unit on February 16, 1976.

ARTICLE 14 is amended and shall be in effect as follows:

ARTICLE 14

I. Effective July 16, 1975, the following monthly salary schedule is approved as the basic pay plan for bargaining unit members who are employees of the employer on the date of signing of this supplemental agreement.

Range	Step A	Step B	Step C	Step D	Step E	Step F	Step J	Step K	Step L	Step M	Range
05						835	868	901	935	970	05
06				835	861	888	922	956	992	1029	06
07		835	861	888	916	945	981	1018	1055	1095	07
08	861	888	916	945	974	1007	1044	1083	1124	1166	08
09	916	945	974	1007	1039	1071	1112	1153	1197	1242	09
10	974	1007	1039	1071	1107	1142	1185	1230	1275	1324	10
11	1039	1071	1107	1142	1180	1219	1265	1312	1361	1413	11
12	1107	1142	1180	1219	1265	1312	1361	1413	1466	1522	12
13	1180	1219	1265	1312	1361	1413	1466	1522	1578	1638	13
14	1265	1312	1361	1413	1466	1522	1578	1638	1699	1763	14
15	1361	1413	1466	1522	1578	1638	1699	1763	1829	1897	15
16	1466	1522	1578	1638	1699	1763	1829	1897	1967	2042	16
17	1578	1638	1699	1763	1829	1897	1967	2042	2119	2199	17
18	1699	1763	1829	1897	1967	2042	2119	2199	2279	2365	18
19	1829	1897	1967	2042	2119	2199	2279	2365	2455	2546	19
20	1967	2042	2119	2199	2279	2365	2455	2546	2642	2741	20
21	2119	2199	2279	2365	2455	2546	2642	2741	2843	2951	21
22	2279	2365	2455	2546	2642	2741	2843	2951	3061	3176	22
23	2455	2546	2642	2741	2843	2951	3061	3176	3295	3419	23
24	2642	2741	2843	2951	3061	3176	3295	3419	3546	3680	24
26	2951	3061	3176	3295	3419	3546	3680	3818	3961	4109	26
27	3061	3176	3295	3419	3546	3680	3818	3961	4109	4263	27
28	3176	3295	3419	3546	3680		3818	3961	4109	4263	28

ARTICLE 16 is amended as follows:

ARTICLE 15, paragraph 2, is amended to be in effect as follows:

It is further agreed that any additional insurance programs developed for all of the employees of the Supervisory Unit or General Government Unit during the duration of this agreement will be provided to the Confidential Unit employees as part of this Agreement.

House Election District#	Per Diem Allowances For Employees Who Obtain Overnight Lodging		Short-Term** Per Diem Rate	Long-Term Rate (60% of Short-Term)
	Steps Above Basic Per Diem	Percent Factor		
0*	0	100.00	\$40.00	\$24.00
1	0	100.00	40.00	24.00
4	0	100.00	40.00	24.00
8	0	100.00	40.00	24.00
2	1	103.75	41.00	24.60
3	1	103.75	41.00	24.60
7	1	103.75	41.00	24.60
5	2	107.50	43.00	25.80
10	2	107.50	43.00	25.80
11	2	107.50	43.00	25.80
16-S	3	111.25	44.00	26.40
6	4	115.00	45.00	27.00
12	7	126.25	49.00	29.40
13	7	126.25	49.00	29.40
18	7	126.25	49.00	29.40
14	8	130.00	51.00	30.60
19	8	130.00	51.00	30.60
15	9	133.75	52.00	31.20
16-N	9	133.75	52.00	31.20
17	9	133.75	52.00	31.20

ARTICLE 16, Section IV, is amended to read as follows:

<u>Time</u>	<u>Meal</u>	<u>Allowance</u>
Midnight to 10:00 A.M.	Breakfast	\$3.50
10:00 A.M. to 3:00 P.M.	Lunch	4.00
3:00 P.M. to Midnight	Dinner	8.50

ARTICLE 16, Section V, is amended to read as follows:

V. REIMBURSABLE TRAVEL EXPENSES: Whenever an employee is required to change his place of residence because of a change of assignment, promotion or other reason related to his duties, he shall be reimbursed for transportation expenses as follows:

A. Tourist class airfare for the employee and his dependents or twenty cents (20¢) per mile for driving each family-owned car, whichever is used.

B. A standard per diem for the employee, half of the standard per diem for his spouse, and a \$10 per diem for each

of his other dependents while enroute. Upon arrival at the new duty station, the employee, his spouse and his dependents are entitled to per diem at the same rate as for per diem while enroute for not more than ten (10) days while the employee is seeking permanent housing.

C. When applicable, a ticket for transportation on the State Ferry System.

D. The Employer may authorize the payment of travel and per diem to secure housing prior to the change in duty station. Such authorization, however, will be made only if the change in duty station is at the request of the Employer.

ARTICLE 16, Section VI, is amended to read as follows:

VI. REIMBURSABLE MOVING EXPENSES: Employees shall be reimbursed for moving expenses under Section 7676 (3) of the "State Administrative Manual" at the rate of twenty (20) cents per mile.

ARTICLE 16, Section VII, is amended to read as follows:

VII. PRIVATELY OWNED AUTOS: Under Section 7622 of the "State Administrative Manual" employees shall be reimbursed at the rate of twenty (20) cents per mile.

There shall be an ARTICLE 27 which shall be in effect as follows:

ARTICLE 27

LEGAL ASSISTANCE

If the Employer determines that an employee was acting in good faith and with reasonable care and diligence in the performance of his duties, the Employer agrees to provide for the legal defense of the employee in any civil action brought against the employee as the result of the employee's performance of his duties upon a request by the employee.

The employee must request in writing that the Employer provide the legal defense services available under this Article within five (5) days of service of summons and complaint on the employee. The postmark on the employee's request shall be deemed the date of request by the Employer. Failure to submit a written request within the required five (5) days relieves the Employer of any obligation under this Article.

The Employer shall have the right to determine which attorney will represent the employee. If the employee objects to the attorney provided by the Employer, the following process for selection of a defense attorney shall prevail:

Within five (5) days of receipt of the employee's objection, the Employer shall request a list of five (5) attorneys from the Alaska Bar Association. The employee and Employer shall meet upon receipt of this list by the Employer and each party shall be allowed to strike two (2) names from the list of eligibles. The remaining name shall be the defending attorney. If the Employer determines that the employee was acting in good faith and with reasonable care and diligence, the Employer agrees to compensate the employee at his normal rate of pay including per diem, without loss of any benefits or seniority to the employee. The Employer also agrees to pay any judgment rendered against the employee if the Employer has provided legal services to the employee pursuant to this Article.

The Employer may undertake the defense of an employee pursuant to this Article with reservation. If the Employer has provided legal services under reservation, the obligation to pay a judgment against the employee is not operative until a final determination is made by the Employer of the employee's eligibility for legal services under this Article. If it is determined by the Employer that the employee is not eligible for legal services under this Article, then the Employer has no liability whatsoever to the employee or any other person as a result of such determination. In such cases as this, costs and fees will be borne by the employee.

The above does not apply if the Employer determines that the employee was not acting in good faith and with reasonable care and diligence. Such determination is final and the Employer has no liability whatsoever to the employee or any other person as the result of such determination.

For purposes of this Article, Employer means State of Alaska or a designated representative of the State or an agency of the State.

Signed this 14 day of July, 1975.

For the State of Alaska

For the Confidential Employees Assn.

Richard R. Hayes Roger Hayes

L E G I S L A T I V E A F F A I R S A G E N C Y

S U P P L E M E N T A L A P P R O P R I A T I O N J U S T I F I C A T I O N

<u>Item and Explanation</u>	<u>Agency Appropriation</u>	<u>Other Appropriations</u>	<u>Estimated Actual</u>	<u>Supplemental Required (Surplus)</u>
1. Personal Services - 17 carryover positions. Increase due to general salary increases and were funded by salary increase appropriation to Department of Administration.	\$ 471,964	\$ 56,408	\$ 528,372	\$ -0-
2. Personal Services - 60 legislators. Increase due to salary increases and were partially funded by special appropriation to the Department of Administration.	638,380	367,400	1,061,035	55,255
3. Personal Services - Temporary session help/legislature. Personal Services - Temporary session help/agency. Temporary employees have been separated, as agency temporaries are eligible for salary increases which were funded by salary increase appropriation to Department of Administration.	544,756	-0- 7,432	526,673 61,932	(18,083) 54,500
4. Personal Services - Terminal leave for former employees. Terminal leave was authorized for former Executive Director and other members of his staff who were terminated.	-0-	-0-	33,938	33,938
5. Personal Services - 14 new positions authorized. Legislature authorized 11 full-time positions and 6 six-month seasonal positions.	342,922	43,860	390,051	3,269
6. Personal Services - Vacancy factor. Appropriation bill while authorizing new positions (#5 above) underfunded those positions by only appropriating \$275,000 indicating vacancy factor in filling new positions would save the difference. Because of late hires, the agency believes this savings will materialize.	(67,922)	-0-	(67,922)	-0-

L E G I S L A T I V E A F F A I R S A G E N C Y

S U P P L E M E N T A L A P P R O P R I A T I O N J U S T I F I C A T I O N

<u>Item and Explanation</u>	<u>Agency Appropriation</u>	<u>Other Appropriations</u>	<u>Estimated Actual</u>	<u>Supplemental Required (Surplus)</u>
7. Personal Services - 7 additional positions. The Council during the year authorized 7 additional positions to strengthen the capabilities of the agency.	\$ -0-	\$ -0-	\$ 138,061	\$ 138,061
SUB-TOTAL Personal Services	\$1,930,100	\$ 475,100	\$2,672,140	\$ 266,940
8. Travel - Legislators' per diem in session. Legislative per diem was increased last session but the increase was unfunded for current fiscal year.	226,700	-0-	324,180	97,480
9. Travel - Council members and interim subcommittees. Legislators per diem was increased last session but the increase was unfunded for current fiscal year.	77,000	-0-	91,700	14,700
10. Travel - Interview trips. Council authorized travel expenses for top candidates to be interviewed by full Council prior to hiring new administrator and division directors.	-0-	-0-	1,200	1,200
11. Travel - All other. Travel associated with additional staff and increased attendance requirements by legal and research personnel at interim subcommittee meetings.	52,500	-0-	62,011	9,511
12. Travel - Error correction. Original budget contained addition error: All the component parts were approved but the total of the parts was erroneously understated.	(11,200)	-0-	-0-	11,200
SUB-TOTAL Travel	\$ 345,000	\$ -0-	\$ 479,091	\$ 134,091

L E G I S L A T I V E A F F A I R S A G E N C Y

S U P P L E M E N T A L A P P R O P R I A T I O N J U S T I F I C A T I O N

<u>Item and Explanation</u>	<u>Agency Appropriation</u>	<u>Other Appropriations</u>	<u>Estimated Actual</u>	<u>Supplemental Required (Surplus)</u>
13. Contractual Services - Legal fees. Hiring of outside counsel on law suits regarding Warwick case, expenditure of oil pipeline impact funds, and confirmation of appointees cases were unfunded.	\$ -0-	\$ -0-	24,000	\$ 24,000
14. Contractual Services - Audit. Because of the problems in the agency, the Council ordered an audit by an outside firm to insure the previous problems were corrected.	-0-	-0-	16,000	16,000
15. Contractual Services - Interim studies. The Council adjusted all authorized funds to perform the needed studies except in the area of telecommunication where the \$150,000 study was unfunded and total funds were not adequate to cover this major item. The following are items contained in the appropriation bill and Council budget:	668,000	-0-	819,800	151,800
	<u>Study</u>	<u>Appropriation</u>	<u>Budget</u>	
	Criminal Code	\$100,000	\$ 48,800	
	Child Welfare	200,000	150,000	
	Health	268,000	207,700	
	All Other	100,000	263,300	
	Telecommunication	-0-	150,000	
16. Contractual Services - Temporary agency management. Cost of bringing in interim management personnel between permanent staffs.	-0-	-0-	51,550	51,550

L E G I S L A T I V E A F F A I R S A G E N C Y

Shortfall

S U P P L E M E N T A L A P P R O P R I A T I O N J U S T I F I C A T I O N

<u>Item and Explanation</u>	<u>Agency Appropriation</u>	<u>Other Appropriations</u>	<u>Estimated Actual</u>	<u>Supplemental Required (Surplus)</u>
17. Contractual Services - CRT costs. The establishment of Anchorage and Fairbanks offices necessitated the use of CRT machines in those areas as well as Juneau for least expensive communication.	\$ -0-	\$ -0-	\$ 12,720	\$ 12,720
18. Contractual Services - Rent. <i>Consolidated - 11</i> Rent for Assembly was over-budgeted and, therefore, the excess helped offset the unfunded Anchorage office rent.	152,100	-0-	162,000	9,900 <i>net diff</i> <i>total</i>
19. Contractual Services - Session Original budget was too low compared to previous actual expenses.	72,500	-0-	125,000	52,500
20. Contractual Services - Agency. Increased equipment rental for additional staff, telephone and postage increases contractual services associated with Anchorage and Fairbanks offices and Property Control Professional Services Contract were all unfunded.	43,700	-0-	87,084	43,384
21. Contractual Services - Other The following items are uncharged from original appropriation:	482,500	-0-	482,500	-0-
Legislative Reporting \$26,000				
Statute Supplements 67,000				
Roll-Call Machines 11,300				
Session Car Rental 3,200				
Levy Contract 45,000				
McLean Contract 40,000				
Western Conference 50,000				
Legislators' Allowances 240,000				

L E G I S L A T I V E A F F A I R S A G E N C Y

S U P P L E M E N T A L A P P R O P R I A T I O N J U S T I F I C A T I O N

<u>Item and Explanation</u>	<u>Agency Appropriation</u>	<u>Other Appropriations</u>	<u>Estimated Actual</u>	<u>Supplemental Required (Surplus)</u>
22. Contractual Services - Error correction. Original appropriation contained addition error. Per the minutes, the component parts approved totaled 50,000 more than indicated in final bill.	\$ (50,000)	\$ -0-	\$ -0-	\$ 50,000
SUB-TOTAL Contractual Services	\$1,368,800 *	\$ -0-	\$1,780,654	\$ 411,854
23. Commodities - All. Increase due to increased staff of agency and low original estimate for session costs.	70,600	-0-	101,364	30,764
24. Equipment - All. Increase due to increased staff.	54,900	-0-	58,000	3,100
25. Miscellaneous Appropriation for miscellaneous items no longer justified as all items are now budgeted under proper object code.	25,000	-0-	-0-	(25,000)
TOTAL	\$3,794,400	\$ 475,100	\$5,091,249	\$ 821,749
Anticipated Savings and Offsetting Items to Reduce Supplemental Requirements:				
26. Reduction in budgeted requirements for legis- lators' retirement. Ch. 205, SLA 1975, requires direct appropriation to Department of Administra- tion and reduces this agency's need to budget for same. Department advises they will implement this on January 1, 1976.			(35,368)	(35,368)

L E G I S L A T I V E A F F A I R S A G E N C Y

S U P P L E M E N T A L A P P R O P R I A T I O N J U S T I F I C A T I O N

<u>Item and Explanation</u>	<u>Agency Appropriation</u>	<u>Other Appropriations</u>	<u>Estimated Actual</u>	<u>Supplemental Required (Surplus)</u>
27. Fuel for Assembly Building. Apparently this item was double budgeted in this agency and in Division of Buildings. Division of Buildings is currently paying for this expense and, therefore, there is no need for agency to provide funds in its budget.	\$ -0-	\$ -0-	\$ (14,400)	\$ (14,400)
28. Agency Income The agency will obtain income from the following sources during fiscal year 1976 and this income will be taken in as a refund of expenditures, therefore, lowering budgeted requirements.	-0-	-0-	(82,000)	(82,000)
Office Rent, Assembly	40,000			
Appartment Rent	23,000			
Garage Rent	3,500			
Vending Machines	500			
Print Shop	15,000			
29. Minor Adjustments in Salaries			(306)	(306)
30. Previous Understatement of Session Employee Needs			79,401	79,401
FINAL TOTAL	\$3,794,400	\$ 475,100	\$ 5,038,576	\$ 769,076

*estimate
may go up*

working out 1-2

*agreement
to
include program
to assist*