

In Act making a supplemental appropriation to the Department of Administration for increased costs relating to the contract for supervisory unit employees; and providing for an effective date.

COMMITTEE REPORT

HOUSE

1/22/75

Mr. Speaker:

Date Feb 27 1975

The Committee on FINANCE has had 11/20

under consideration. A Majority of the members of the Committee

- recommends it DO PASS
- recommends it DU NOT PASS
- recommends it DO PASS WITH ATTACHED AMENDMENT(S)
- recommends it BE REPLACED WITH CS FOR _____ AND THAT
CS FOR _____ DO PASS
- "and" recommends it BE REFERRED TO THE _____
COMMITTEE
- reports it back WITHOUT RECOMMENDATION
- "other"

Members signing the Majority report:

| | | |
|-------|-----------------------|-------|
| _____ | _____ | _____ |
| _____ | <u>H. Malone</u> | _____ |
| _____ | <u>Charles E. ...</u> | _____ |
| _____ | _____ | _____ |

Members NOT concurring in the Majority report:

| | |
|-------|-----------------|
| _____ | recommends: |
| _____ | recommends: " " |
| _____ | recommends: |
| _____ | recommends: |
| _____ | recommends: |

H. Malone Chairman

Original sponsor: Rules Committee by
request of the Governor

Offered: 2/28/75
Referred: Rules

1 IN THE HOUSE

BY THE FINANCE COMMITTEE

2 CS FOR HOUSE BILL NO. 80

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act making a supplemental appropriation to the
7 Department of Administration for increased costs
8 relating to the contract for supervisory unit employees;
9 and providing for an effective date."

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

11 * Section 1. The sum of \$1,510,800 is appropriated to the Department of
12 Administration to pay fo. the increased costs relating to the contract for
13 supervisory unit employees for the fiscal year ending June 30, 1975. This
14 appropriation is to be paid from the following sources:

| | | |
|----|------------------------------------|----------------|
| 15 | General Fund | \$1,303,500 |
| 16 | Fish and Game Fund | 27,100 |
| 17 | International Airport Revenue Fund | 18,400 |
| 18 | Highway Working Capital Fund | 31,800 |
| 19 | Federal Program Receipts | <u>130,000</u> |
| 20 | | \$1,510,800 |

21 * Sec. 2. Funds previously appropriated by ch. 147, SLA 1974 and held in
22 vacancy reserve under sec. 8 of that Act may be reallocated in the amount of
23 \$167,900 to fully fund, if required, the increased contract costs described
24 in sec. 1 of this act.

25 * Sec. 3. This Act takes effect immediately in accordance with AS 01.10.-
26 070(c).
27
28
29

Introduced: 1/27/75
Referred: State Affairs and
Finance

1 IN THE HOUSE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 HOUSE BILL NO. 80

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act making a supplemental appropriation to the
7 Department of Administration for increased costs
8 relating to the contract for supervisory unit employees
9 and providing for an effective date."

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

11 * Section 1. The sum of \$1,678,700 is appropriated to the Department of
12 Administration to pay for the increased costs relating to the contract for
13 supervisory unit employees for the fiscal year ending June 30, 1975. This
14 appropriation is to be paid from the following sources:

| | | |
|----|------------------------------------|----------------|
| 15 | General Fund | \$1,448,400 |
| 16 | Fish and Game Fund | 30,100 |
| 17 | International Airport Revenue Fund | 20,500 |
| 18 | Highway Working Capital Fund | 35,300 |
| 19 | Federal Program Receipts | <u>144,400</u> |
| 20 | | \$1,678,700 |

21 * Sec. 2. This Act takes effect immediately in accordance with AS 01.
22 10.070(c).
23
24
25
26
27
28
29

STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

DIVISION OF BUDGET & MANAGEMENT

JAY S. HAMMOND, Governor

POUCH C — JUNEAU 99801

February 21, 1975

The Honorable Hugh Malone
Chairman
House Finance Committee
Pouch V
Juneau, Alaska 99811

Dear Representative Malone:

I hope that the following information will answer the questions concerning the increased operational budget costs related to employees in the Supervisory Bargaining Unit for FY 75.

The following table indicates the FY 75 total impact on the operational budget as well as the source of funding for the impact of (1) 8/16 - 4% Cost of Living Adjustment (COLA), (2) 15% salary increase contained in the Supervisory Contract, (3) 2/16 - 4% COLA and (4) other items in the contract.

Table I
FY 75 INCREASED COSTS
SUPERVISORS

| | (1) Cost of COLA 4% <u>8/16</u> | (2) Cost of 15% Salary <u>11/16/74</u> | (3) Cost of COLA 4% <u>2/16/75</u> | (4) Other Costs of Contracts <u>Est at 5%(2)</u> | (5) Total <u>Cost</u> |
|-------------------------------|--|---|---|---|-----------------------------|
| Total Cost - Operating Budget | 573,900 | 1,598,700 | 294,200 | 79,900 | 2,546,700 |
| Funding: | | | | | |
| General Fund 86.29% | 495,200 | 1,379,700 | 253,900 | 69,000 | 2,197,800 |
| Fish & Game 1.79% | 10,300 | 28,600 | 5,300 | 1,400 | 45,600 |
| Highway Work- | | | | | |
| ing Capital 2.09% | 12,000 | 33,400 | 6,100 | 1,700 | 53,200 |
| Federal Fund 8.60% | 49,400 | 137,500 | 25,300 | 6,800 | 219,000 |
| Int'l Airport 1.22% | 7,000 | 19,500 | 3,600 | 1,000 | 31,100 |

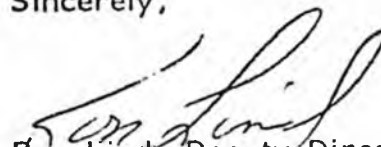
February 21, 1975

The following table indicates the number of employees by agency that will be making more than the Governor or a commissioner after the 15% salary increase and the 4% COLA on 2/16/75 are considered.

| <u>Department</u> | <u>Commissioner</u> | <u>Governor</u> |
|----------------------------|---------------------|-----------------|
| Health and Social Services | 8 | 2 |
| Labor | 1 | |
| Commerce | 2 | |
| Natural Resources | 2 | |
| Fish and Game | 2 | |
| Public Works | 7 | |
| Highways | 13 | |
| Environmental Conservation | 1 | |
| | <u>36</u> | <u>2</u> |

If you have any other question concerning these items or HB 80 please contact me.

Sincerely,



Ron Lind, Deputy Director

RBL/bc

Karen - Have Bill of Malone and make copy and put in pouches out of BFC

STATE OF ALASKA

JAY S. HAMMOND, Governor

DEPARTMENT OF ADMINISTRATION

DIVISION OF BUDGET & MANAGEMENT

POUCH C — JUNEAU 99801

February 5, 1975

The Honorable Hugh Malone
Chairman
House Finance Committee
Pouch V
Juneau, Alaska 99811

Dear Representative Malone:

I would like to clarify some of the items in HB 80 (supervisory pay increase) concerning funding for vacant positions.

Of the 141 vacant positions contained in the Supervisory Bargaining Unit, 75 are in bond funded areas and therefore are not contained in the requested funding. The 66 remaining vacant positions represent approximately 10% of the total number for which funding was requested. The total request and the funding from each source could be reduced by 10% to account for these vacancies. However, I feel that the following items should be considered before a reduction of this nature is made.

1. Full Funding of the positions authorized in the operational budget is in accord with current budgeting procedures. The general appropriation act then contains a % restriction for each agency to assure that funds not required for salaries and benefits are not used for other purposes. This method also allows the filling of positions when qualified applicants are available.
2. A reduction of the estimated cost would understate the budget impact.
3. No attempt was made to assign cost estimates to each and every item of the contract because it would be most time consuming to generate the data required for each and could not materially affect the estimates. Cost estimates were made on the two easily identified items (direct salary and per diem). Examples of items for which specific estimates were not made are:
 - a. Article XIX Conditions Section 4: which requires penalty pay if a terminated employee is not paid within 3 working days of termination.
 - b. Article XXI Transfers, Promotion and Demotions Section 2: which affects the change in pay for a promotion and a change in pay for an employee delegated authority of a higher position.

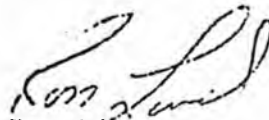
February 5, 1975

- c. Article XXI Transfers, Promotions and Demotions Section 5: which requires payment at a higher level for any one subfilling a position.
- d. Article XXIV Travel and Per Diem Sections 5, 6, and 7.

Because of the items stated above we recommend funding the request at the level contained in HB 80.

If you would wish to have additional testimony from me on this request please call me at 465-2212.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ron Lind".

Ron Lind, Deputy Director

JMS

CALCULATED COSTS SUPERVISORY NEGOTIATIONS
House Bill 80

| | <u>Base Monthly Salary</u> | <u>Positions</u> |
|-----------------------|----------------------------|--------------------------------------|
| Filled *(1) | \$1,545,661 | 754 |
| Vacant *(2) | 252,804 | 141 |
| | <u>\$1,798,465</u> | <u>895</u> |
| Less: Special Funding | (165,123) | |
| Less: Bond Funds | (594,181) | No additional appropriation required |
| General Fund | <u>\$1,039,161</u> | |
| Salary Increase | x .15 | |
| | \$ 155,874 | |
| Benefits | x 1.18 | |
| | <u>\$ 183,931</u> | Monthly cost |
| | x 7.5 | |
| Salary | <u>\$1,379,482</u> | Cost 11/16 - 6/30/75 |
| | 68,918 | Other items |
| GENERAL FUND | <u>\$1,448,400</u> | *(4) |

SALARY COSTS: SPECIAL FUNDING

| | <u>Salary Base</u> | <u>Salary*(3) Calculated Cost</u> | <u>Other costs & Rounding*(5)</u> | <u>TOTAL</u> |
|---|------------------------|---------------------------------------|---|-----------------------|
| <u>Fish & Game Fund</u> | \$ 21,563 | \$ 28,625 | \$ 1,475 | \$ 30,100 |
| <u>Intr'n'l Airport Rev.</u> | 14,679 | 19,486 | 1,014 | 20,500 |
| <u>Highway Working Capital Fund</u> | 25,282 | 33,562 | 1,738 | 35,300 |
| <u>Federal Funds</u> | 103,599 | 137,528 | 6,872 | 144,400 |
| | <u>\$165,123</u> | <u>\$219,201</u> | <u>\$11,099</u> | <u>\$230,320</u> *(4) |

- *(1) From supervisory collective bargaining roster 9/26 - filled.
- *(2) From supervisory collective bargaining roster 9/26 - vacant
- *(3) Calculated in same manner as General Fund above.
- *(4) Does not include cost related to COLA 2/16, not yet known.
- *(5) Estimated at 5% for per diem and other provisions.

1 COMMUNITY & REGIONAL AFFAIRS

COLLECTIVE BARGAINING MASTER
FILLED POSITIONS

09/26/75

PAGE

251

736 COMMUNITY DEVELOP. COORD.

| PCN | EMPLOYEE NAME | LOC | DESCRIPTION | SAL. DATA | SALARY | ANNIV. DATE |
|-----|---------------|-----|---------------|-----------|--------|-------------|
| 013 | LARE | MS | FBA ANCHORAGE | 19A | 1513 | 12/16/74 |

POSITIONS THIS CLASS 1 SALARY FOR THIS CLASS 1513

922 ADMIN. OFFICER II

| | | | | | | |
|-----|---------|--------|------------|-----|------|----------|
| 001 | MEGENER | LYNN A | AWA JUNEAU | 19A | 1613 | 02/16/75 |
|-----|---------|--------|------------|-----|------|----------|

POSITIONS THIS CLASS 1 SALARY FOR THIS CLASS 1613

957 LOCAL GOVT SPEC V

| | | | | | | |
|-----|-----------|-----------|------------|-----|------|----------|
| 005 | BRITCHARD | WILLIAM M | AWA JUNEAU | 21D | 2087 | 03/16/74 |
| 010 | JENSEN | DAVID A | AWA JUNEAU | 21A | 1906 | 08/16/75 |

POSITIONS THIS CLASS 2 SALARY FOR THIS CLASS 3986

957 PRINCIPAL PLANNER

| | | | | | | |
|-----|---------|------------|------------|-----|------|----------|
| 003 | KINDALL | LAWRENCE H | AWA JUNEAU | 21B | 1939 | 01/16/75 |
|-----|---------|------------|------------|-----|------|----------|

POSITIONS THIS CLASS 1 SALARY FOR THIS CLASS 1939

956 STATE ASSESSOR

| | | | | | | |
|-----|--------|----------|------------|-----|------|----------|
| 013 | ROZIER | S ROBERT | AWA JUNEAU | 21J | 2331 | 07/16/74 |
|-----|--------|----------|------------|-----|------|----------|

POSITIONS THIS CLASS 1 SALARY FOR THIS CLASS 2331

POSITIONS THIS DEPT. 6 SALARY FOR THIS DEPT. 11452

POSITIONS THIS B.U. 754 SALARY FOR THIS B.U. 1545661

8659 REGIONAL ENVIRONMENT ENG

| PCN | EMPLOYEE NAME | LOC | DESCRIPTION | SAL. DATA | SALARY | ANNIV. DATE |
|----------------------|---------------|-----|-------------|-----------------------|--------|-------------|
| 7103 | 05/01/74 | ESA | VALDEZ | 22A | 2011 | |
| 7104 | 05/01/74 | PSD | PRUDRUE BAY | 22A | 2011 | |
| POSITIONS THIS CLASS | | 2 | | SALARY FOR THIS CLASS | | 4022 |

8662 CHIEF SOILS ENGINEER

| | | | | | | |
|----------------------|----------|-----|-----------|-----------------------|------|--------|
| 7061 | 04/26/74 | EDA | ANCHORAGE | 24A | 2331 | |
| POSITIONS THIS CLASS | | 1 | | SALARY FOR THIS CLASS | | 2331 |
| POSITIONS THIS DEPT. | | 3 | | SALARY FOR THIS DEPT. | | 6353 |
| POSITIONS THIS B.U. | | 141 | | SALARY FOR THIS B.U. | | 252604 |

DRAFT

Introduced: 1/27/75
Referred: State Affairs and
Finance

1 IN THE HOUSE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 FINANCE CS HOUSE BILL NO. 80

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4 NINTH LEGISLATURE - FIRST SESSION

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24 held in vacancy reserve under Sec. 8 of that Act, may be re-
25 allocated in the amount of \$167,900 to fully fund if required the
26 increased contract costs described in Sec. 1 of this Act.

SUPERVISORY EMPLOYEES PFID OVER \$40,000 ANNUALLY
AFTER LATEST C.O.L.A.

*File in
bill files HB 80
Hm*

| Position (Class. Code) | Title | Loc./PCN | Name | Range/Step |
|---------------------------|---|----------|----------------------|------------|
| 1930 | Director, Administrative Services | AWA C022 | Iverson, Vernon L. | 26F |
| 1964 | Director, Medical Assistance | AWA E001 | Sullivan, Lawrence | 26C |
| 5226 | Public Health Medical Specialist | AWA 1009 | Price, Elizabeth | 27F |
| " | " " " | EBA 1036 | Fraser, Robert | 27F |
| 5246 | Regional Health Officer | JBA 1342 | Frith, Paul O. | 26D |
| " | " " " | EBA 1035 | Lower, Elizabeth A. | 26J |
| 5256 | Regional Psychiatrist | JBA 2150 | South, Herman H. | 27E |
| 5260 | Chief, Professional Services | EBA 5002 | Rollins, John P. | 27K |
| 5268 | Director, Public Health | AWA 1001 | Freedman, Donald K. | 28E |
| 5648 | Chief Public Health Lab | AWA 1023 | Pauls, Frank P. | 24F |
| 4667 | Assistant Director, Employment Security | AWA 5002 | Levy, Robert M. | 23K |
| 2348 | Executive Director, Public Utilities Commission | EBA 6001 | Jensen, J. Lowell | 26D |
| 2476 | Chief Inspector, Weights and Measures | EBA 5001 | Adkins, Frank Jude | 24J |
| 6465 | Veterinarian II | AWA 3005 | Honsinger, Fred S. | 23K |
| 8380 | Chief Petroleum Geologist | EBA 4006 | Marshall, Thomas R. | 24K |
| 6149 | Chief, Hatchery Services | AWA C111 | McRea, Alex H. | 23K |
| 6170 | Deputy Director, F.R.E.D. | AWA 5055 | Swanson, Stanley D. | 23K |
| 1967 | Deputy Director, Aviation | EBA 5366 | Granger, Eddie M. | 25F |
| 8697 | Marine Superintendent | AWA 9034 | Bendixen, William | 24J |
| 8828 | Civil Engineer IV | EBA 5089 | Addison, John K. | 24F |
| " | " " " | EBA 5211 | Rhode, James J. | 24C |
| " | " " " | EBA 5252 | Moody, James E. | 24K |
| 8829 | Chief Engineer | EBA 5353 | Hueners, Clayton C. | 25F |
| 8610 | Construction Engineer III | AWA J006 | Race, William H. | 24F |
| 2766 | Assistant Director, Right-of-Way | AWB C022 | Eodine, Jack T. | 23K |
| 8845 | Highway Engineer III | EBA 5002 | Eder, Robert O. | 22F |
| " | " " " | HTA 4205 | Friend, Donald D. | 22J |
| 8846 | Highway Engineer IV | EBA 1003 | Greene, Guy H. | 24F |
| " | " " " | AWB 0092 | Shanley, Thomas H. | 24J |
| " | " " " | AWB C145 | Whitnall, William R. | 24J |
| " | " " " | EPA 1002 | Wilson, Maurice L. | 24F |
| " | " " " | JBA 2002 | Zahare, Andrew G. | 24J |
| 2855 | District Highway Engineer I | HTA 4001 | Spruce, Edgar A. | 23F |
| 8856 | District Highway Engineer II | AWA 3001 | Wild, Warren F. | 24K |
| " | " " " " | EAA 5001 | Bedick, Rowe D. | 24C |
| 8857 | District Highway Engineer III | EBA 1001 | Spake, Jack M. | 25F |
| " | " " " " | JBA 2001 | Johansen, Woodrow | 25K |
| 8660 | Environmental Research Engineer | JBA 7035 | Alter, Amos J. | 24J |

*Out
2/27*

*MASTER
FILE*

Location Codes:

- AWA - Juneau
- AWB - Douglas
- EAA - Valdez
- EBA - Anchorage
- JBA - Fairbanks
- HTA - Nome

Handwritten initials

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

John S. ...

For Alaska Public Employees Association

Robert E. ...
Robert R. ...
Carol Matheson

(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 XXXVII

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 3 - 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:

| <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) four 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 Districts | 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 amendment 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 |
| Icy 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 |
| Aleutian Islands | 12..... | 7 |
| Bristol Bay | 13..... | 7 |
| Bethel | 14..... | 8 |
| Yukon-Kuskokwim | 15..... | 9 |
| Fairbanks | 16a(South of Arctic Circle)..... | 3 |
| Fort Yukon | 16b(North of Arctic Circle)..... | 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.

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 AFEA 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 AFEA 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 APEA 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 | 1067 | 1124 | 1159 | 1197 | 1236 | 1283 | 1332 | 1381 | 1433 | |
| 12 | 1124 | 1159 | 1197 | 1236 | 1283 | 1332 | 1381 | 1433 | 1487 | 1543 | |
| 13 | 1197 | 1236 | 1283 | 1332 | 1361 | 1433 | 1467 | 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 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.

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.

COMMITTEE REPORT

3/19/75

SENATE

Mr. President:

Date March 25 1975

The Committee on FINANCE has had CSFB 50
supplemental appropriation for state supervisory unit employees
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 _____ AND THAT
CS FOR _____ DO PASS
- "and" recommends it BE REFERRED TO THE _____
COMMITTEE
- reports it back WITHOUT RECOMMENDATION
- "other"

Members signing the Majority report:

| | | |
|-----------------|-------------------|-------|
| <u>Bill Kay</u> | <u>Kay Polans</u> | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Members NOT concurring in the Majority report:

_____ recommends:

_____ recommends:

_____ recommends:

_____ recommends:

_____ recommends:

Bill Kay Chairman

Original sponsor: Rules Committee by
request of the Governor

Offered: 2/28/75
Referred: Rules

1 IN THE HOUSE

BY THE FINANCE COMMITTEE

2 CS FOR HOUSE BILL NO. 30

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act making a supplemental appropriation to the
7 Department of Administration for increased costs
8 relating to the contract for supervisory unit employees;
9 and providing for an effective date."

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

11 * Section 1. The sum of \$1,510,800 is appropriated to the Department of
12 Administration to pay for the increased costs relating to the contract for
13 supervisory unit employees for the fiscal year ending June 30, 1975. This
14 appropriation is to be paid from the following sources:

| | | |
|----|------------------------------------|----------------|
| 15 | General Fund | \$1,303,500 |
| 16 | Fish and Game Fund | 27,100 |
| 17 | International Airport Revenue Fund | 18,400 |
| 18 | Highway Working Capital Fund | 31,800 |
| 19 | Federal Program Receipts | <u>130,000</u> |
| 20 | | \$1,510,800 |

21 * Sec. 2. Funds previously appropriated by ch. 147, SLA 1974 and held in
22 vacancy reserve under sec. 8 of that Act may be reallocated in the amount of
23 \$167,900 to fully fund, if required, the increased contract costs described
24 in sec. 1 of this Act.

25 * Sec. 3. This Act takes effect immediately in accordance with AS 01.10.-
26 070(c).
27
28
29

Original sponsor: Rules Committee by
request of the Governor

Offered: 2/28/75
Referred: Rules

1 IN THE HOUSE BY THE FINANCE COMMITTEE

2 CS FOR HOUSE BILL NO. 80

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act making a supplemental appropriation to the
7 Department of Administration for increased costs
8 relating to the contract for supervisory unit employees;
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26 070(c).

27

28

29

#

*Karen - have some of Hawaii state make
copy and put in memo for BPC*

STATE OF ALASKA

JAY S. HAMMOND, Governor

DEPARTMENT OF ADMINISTRATION

DIVISION OF BUDGET & MANAGEMENT

POUCH C — JUNEAU 99801

February 5, 1975

The Honorable Hugh Malone
Chairman
House Finance Committee
Pouch V
Juneau, Alaska 99811

Dear Representative Malone:

I would like to clarify some of the items in HB 80 (supervisory pay increase) concerning funding for vacant positions.

Of the 141 vacant positions contained in the Supervisory Bargaining Unit, 75 are in bond funded areas and therefore are not contained in the requested funding. The 66 remaining vacant positions represent approximately 10% of the total number for which funding was requested. The total request and the funding from each source could be reduced by 10% to account for these vacancies. However, I feel that the following items should be considered before a reduction of this nature is made.

1. Full Funding of the positions authorized in the operational budget is in accord with current budgeting procedures. The general appropriation act then contains a % restriction for each agency to assure that funds not required for salaries and benefits are not used for other purposes. This method also allows the filling of positions when qualified applicants are available.
2. A reduction of the estimated cost would understate the budget impact.
3. No attempt was made to assign cost estimates to each and every item of the contract because it would be most time consuming to generate the data required for each and could not materially affect the estimates. Cost estimates were made on the two easily identified items (direct salary and per diem). Examples of items for which specific estimates were not made are:
 - a. Article XIX Conditions Section 4: which requires penalty pay if a terminated employee is not paid within 3 working days of termination.
 - b. Article XXI Transfers, Promotion and Demotions Section 2: which affects the change in pay for a promotion and a change in pay for an employee delegated authority of a higher position.

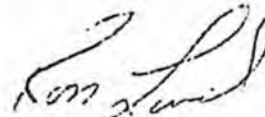
February 5, 1975

- c. Article XXI Transfers, Promotions and Demotions Section 5: which requires payment at a higher level for any one subfilling a position.
- d. Article XXIV Travel and Per Diem Sections 5, 6, and 7.

Because of the items stated above we recommend funding the request at the level contained in HB 80.

If you would wish to have additional testimony from me on this request please call me at 465-2212.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ron Lind".

Ron Lind, Deputy Director

STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

DIVISION OF BUDGET & MANAGEMENT

POUCH C — JUNEAU 99801

JAY S. HAMMOND, Governor

February 21, 1975

The Honorable Hugh Malone
Chairman
House Finance Committee
Pouch V
Juneau, Alaska 99811

Dear Representative Malone:

I hope that the following information will answer the questions concerning the increased operational budget costs related to employees in the Supervisory Bargaining Unit for FY 75.

The following table indicates the FY 75 total impact on the operational budget as well as the source of funding for the impact of (1) 8/16 - 4% Cost of Living Adjustment (COLA), (2) 15% salary increase contained in the Supervisory Contract, (3) 2/16 - 4% COLA and (4) other items in the contract.

Table I
FY 75 INCREASED COSTS
SUPERVISORS

| | (1) Cost of COLA 4% <u>8/16</u> | (2) Cost of 15% Salary <u>11/16/74</u> | (3) Cost of COLA 4% <u>2/16/75</u> | (4) Other Costs of Contracts <u>Est at 5%(2)</u> | (5) Total <u>Cost</u> |
|-------------------------------|--|---|---|---|-----------------------------|
| Total Cost - Operating Budget | 573,900 | 1,598,700 | 294,200 | 79,900 | 2,546,700 |
| Funding: | | | | | |
| General Fund 86.29% | 495,200 | 1,379,700 | 253,900 | 69,000 | 2,197,800 |
| Fish & Game 1.79% | 10,300 | 28,600 | 5,300 | 1,400 | 45,600 |
| Highway Work- | | | | | |
| ing Capital 2.09% | 12,000 | 33,400 | 6,100 | 1,700 | 53,200 |
| Federal Fund 8.60% | 49,400 | 137,500 | 25,300 | 6,800 | 219,000 |
| Int'l Airport 1.22% | 7,000 | 19,500 | 3,600 | 1,000 | 31,100 |

February 21, 1975

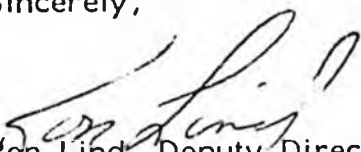
The following table indicates the number of employees by agency that will be making more than the Governor or a commissioner after the 15% salary increase and the 4% COLA on 2/16/75 are considered.

Table 2
Employees Earning More Than

| <u>Department</u> | <u>Commissioner</u> | <u>Governor</u> |
|----------------------------|---------------------|-----------------|
| Health and Social Services | 8 | 2 |
| Labor | 1 | |
| Commerce | 2 | |
| Natural Resources | 2 | |
| Fish and Game | 2 | |
| Public Works | 7 | |
| Highways | 13 | |
| Environmental Conservation | <u>1</u> | <u>2</u> |
| | 36 | |

If you have any other question concerning these items or HB 80 please contact me.

Sincerely,



Ron Lind, Deputy Director

RBL/bc

JWA

CALCULATED COSTS SUPERVISORY NEGOTIATIONS
House Bill 80

| | <u>Base Monthly Salary</u> | <u>Positions</u> |
|-----------------------|----------------------------|--------------------------------------|
| Filled *(1) | \$1,545,661 | 754 |
| Vacant *(2) | 252,804 | 141 |
| | <u>\$1,798,465</u> | <u>895</u> |
| Less: Special Funding | (165,123) | |
| Less: Bond Funds | (594,181) | No additional appropriation required |
| General Fund | \$1,039,161 | |
| Salary Increase | x .15 | |
| | <u>\$ 155,874</u> | |
| Benefits | x 1.18 | |
| | <u>\$ 183,931</u> | Monthly cost |
| | x 7.5 | |
| Salary | \$1,379,482 | Cost 11/16 - 6/30/75 |
| | 68,918 | Other items |
| GENERAL FUND | <u>\$1,448,400</u> | *(4) |

SALARY COSTS: SPECIAL FUNDING

| | <u>Salary Base</u> | <u>Salary*(3) Calculated Cost</u> | <u>Other Costs & Rounding*(5)</u> | <u>TOTAL</u> |
|---|------------------------|---------------------------------------|---|-----------------------|
| <u>Fish & Game Fund</u> | \$ 21,563 | \$ 28,625 | \$ 1,475 | \$ 30,100 |
| <u>Intr'l Airport Rev.</u> | 14,679 | 19,486 | 1,014 | 20,500 |
| <u>Highway Working Capital Fund</u> | 25,282 | 33,552 | 1,738 | 35,300 |
| <u>Federal Funds</u> | 103,599 | 137,528 | 6,872 | 144,400 |
| | <u>\$165,123</u> | <u>\$219,201</u> | <u>\$11,099</u> | <u>\$230,500</u> *(4) |

- *(1) From supervisory collective bargaining roster 9/26 - filled.
- *(2) From supervisory collective bargaining roster 9/26 - vacant
- *(3) Calculated in same manner as General Fund above.
- *(4) Does not include cost related to COLA 2/16, % not yet known.
- *(5) Estimated at 5% for per diem and other provisions.

1 COMMUNITY DEVELOPMENT UNIT
COMMUNITY & REGIONAL AFFAIRS

COLLECTIVE BARGAINING AGREEMENT
FILLED POSITIONS

09/26/74

PAGE

(2)

796 COMMUNITY DEVELOPER CLERK

| PCN | EMPLOYEE NAME | LOC & DESCRIPTION | SAL DATA | SALARY | ANNIV. DATE |
|-----|---------------|-------------------|----------|--------|-------------|
| 213 | LASE MS | FBA ANCHORAGE | 19A | 1613 | 12/16/74 |

POSITIONS THIS CLASS 1 SALARY FOR THIS CLASS 1613

822 ADMIN OFFICER II

| | | | | | |
|-----|--------------|------------|-----|------|----------|
| 201 | MEGERP LYN A | AWA JUNEAU | 19A | 1613 | 02/16/75 |
|-----|--------------|------------|-----|------|----------|

POSITIONS THIS CLASS 1 SALARY FOR THIS CLASS 1613

757 LOCAL GOVT SPEC V

| | | | | | |
|-----|---------------------|------------|-----|------|----------|
| 105 | BRITCHARD WILLIAM M | AWA JUNEAU | 21D | 2087 | 03/16/74 |
| 210 | JENSEN DAVID A | AWA JUNEAU | 21A | 1856 | 08/16/73 |

POSITIONS THIS CLASS 2 SALARY FOR THIS CLASS 3456

757 PRINCIPAL PLANNER

| | | | | | |
|-----|--------------------|------------|-----|------|----------|
| 133 | KINGALL LAWRENCE H | AWA JUNEAU | 21B | 1939 | 01/16/75 |
|-----|--------------------|------------|-----|------|----------|

POSITIONS THIS CLASS 1 SALARY FOR THIS CLASS 1939

855 STATE ASSESSOR

| | | | | | |
|-----|-----------------|------------|-----|------|----------|
| 212 | COZIER S ROBERT | AWA JUNEAU | 21J | 2331 | 07/16/77 |
|-----|-----------------|------------|-----|------|----------|

POSITIONS THIS CLASS 1 SALARY FOR THIS CLASS 2331

POSITIONS THIS DEPT. 6 SALARY FOR THIS DEPT. 11462

POSITIONS THIS B.U. 754 SALARY FOR THIS B.U. 1545661

5 BARGAINING UNIT
18 ENVIRONMENTAL CONSERVATION

COLLECTIVE BARGAINING ROSTER
VACANT POSITIONS

09/26/74 PAGE 110

8659 REGIONAL ENVIRONMENT ENG

| PCN | EMPLOYEE NAME | LOC & DESCRIPTION | SAL. DATA | SALARY | ANNIV. DATE |
|----------------------|---------------|-------------------|-----------------------|--------|-------------|
| 7103 | 09/01/74 | EAA VALDEZ | 22A | 2011 | |
| 7104 | 05/01/74 | MDB PRODHOE BAY | 22A | 2011 | |
| POSITIONS THIS CLASS | | 2 | SALARY FOR THIS CLASS | | 4022 |

8662 CHIEF SOILS ENGINEER

| | | | | | |
|----------------------|----------|---------------|-----------------------|------|--------|
| 7081 | 04/26/74 | EBA ANCHORAGE | 24A | 2331 | |
| POSITIONS THIS CLASS | | 1 | SALARY FOR THIS CLASS | | 2331 |
| POSITIONS THIS DEPT. | | 3 | SALARY FOR THIS DEPT. | | 6353 |
| POSITIONS THIS B.U. | | 141 | SALARY FOR THIS B.U. | | 252004 |

Introduced: 1/27/75
Referred: State Affairs and
Finance

1 IN THE HOUSE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 HOUSE BILL NO. 80

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act making a supplemental appropriation to the
7 Department of Administration for increased costs
8 relating to the contract for supervisory unit employees
9 and providing for an effective date."

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

11 * Section 1. The sum of \$1,678,700 is appropriated to the Department of
12 Administration to pay for the increased costs relating to the contract for
13 supervisory unit employees for the fiscal year ending June 30, 1975. This
14 appropriation is to be paid from the following sources:

| | | |
|----|------------------------------------|----------------|
| 15 | General Fund | \$1,448,400 |
| 16 | Fish and Game Fund | 30,100 |
| 17 | International Airport Revenue Fund | 20,500 |
| 18 | Highway Working Capital Fund | 35,500 |
| 19 | Federal Program Receipts | <u>144,400</u> |
| 20 | | \$1,678,700 |

21 * Sec. 2. This Act takes effect immediately in accordance with AS 01.
22 10.070(c).
23
24
25
26
27
28
29

Introduced: 1/27/75
Referred: State Affairs and
Finance

1 IN THE HOUSE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 HOUSE BILL NO. 80

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act making a supplemental appropriation to the
7 Department of Administration for increased costs
8 relating to the contract for supervisory unit employees
9 and providing for an effective date."

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

11 * Section 1. The sum of \$1,678,700 is appropriated to the Department of
12 Administration to pay for the increased costs relating to the contract for
13 supervisory unit employees for the fiscal year ending June 30, 1975. This
14 appropriation is to be paid from the following sources:

| | | |
|----|------------------------------------|----------------|
| 15 | General Fund | \$1,448,400 |
| 16 | Fish and Game Fund | 30,100 |
| 17 | International Airport Revenue Fund | 20,500 |
| 18 | Highway Working Capital Fund | 35,300 |
| 19 | Federal Program Receipts | <u>144,400</u> |
| 20 | | \$1,678,700 |

21 * Sec. 2. This Act takes effect immediately in accordance with AS 01.
22 10.070(c).
23
24
25
26
27
28
29

*Karen - Have Bill of Malone's estimate
copy but put in numbers out of BPC*

STATE OF ALASKA

JAY S. HAMMOND, Governor

DEPARTMENT OF ADMINISTRATION

DIVISION OF BUDGET & MANAGEMENT POUCH C — JUNEAU 99801

February 5, 1975

The Honorable Hugh Malone
Chairman
House Finance Committee
Pouch V
Juneau, Alaska 99811

Dear Representative Malone:

I would like to clarify some of the items in HB 80 (supervisory pay increase) concerning funding for vacant positions.

Of the 141 vacant positions contained in the Supervisory Bargaining Unit, 75 are in bond funded areas and therefore are not contained in the requested funding. The 66 remaining vacant positions represent approximately 10% of the total number for which funding was requested. The total request and the funding from each source could be reduced by 10% to account for these vacancies. However, I feel that the following items should be considered before a reduction of this nature is made.

1. Full Funding of the positions authorized in the operational budget is in accord with current budgeting procedures. The general appropriation act then contains a % restriction for each agency to assure that funds not required for salaries and benefits are not used for other purposes. This method also allows the filling of positions when qualified applicants are available.
2. A reduction of the estimated cost would understate the budget impact.
3. No attempt was made to assign cost estimates to each and every item of the contract because it would be most time consuming to generate the data required for each and could not materially affect the estimates. Cost estimates were made on the two easily identified items (direct salary and per diem). Examples of items for which specific estimates were not made are:
 - a. Article XIX Conditions Section 4: which requires penalty pay if a terminated employee is not paid within 3 working days of termination.
 - b. Article XXI Transfers, Promotion and Demotions Section 2: which affects the change in pay for a promotion and a change in pay for an employee delegated authority of a higher position.

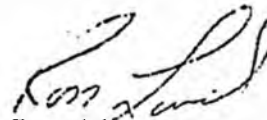
February 5, 1975

- c. Article XXI Transfers, Promotions and Demotions Section 5: which requires payment at a higher level for any one subfilling a position.
- d. Article XXIV Travel and Per Diem Sections 5, 6, and 7.

Because of the items stated above we recommend funding the request at the level contained in HB 80.

If you would wish to have additional testimony from me on this request please call me at 465-2212.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ron Lind".

Ron Lind, Deputy Director

1000

CALCULATED COSTS SUPERVISORY NEGOTIATIONS
House Bill 80

| | <u>Base Monthly Salary</u> | <u>Positions</u> |
|-----------------------|----------------------------|--------------------------------------|
| Filled *(1) | \$1,545,661 | 754 |
| Vacant *(2) | 252,804 | 141 |
| | <u>\$1,798,465</u> | <u>895</u> |
| Less: Special Funding | (165,123) | |
| Less: Bond Funds | (594,181) | No additional appropriation required |
| General Fund | <u>\$1,039,161</u> | |
| Salary Increase | x .15 | |
| | <u>\$ 155,874</u> | |
| Benefits | x 1.18 | |
| | <u>\$ 183,931</u> | Monthly cost |
| | x 7.5 | |
| Salary | <u>\$1,379,482</u> | Cost 11/16 - 6/30/75 |
| | 68,918 | Other items |
| GENERAL FUND | <u>\$1,448,400</u> | *(4) |

SALARY COSTS: SPECIAL FUNDING

| | <u>Salary Base</u> | <u>Salary*(3) Calculated Cost</u> | <u>Other Costs & Rounding*(5)</u> | <u>Total</u> |
|---|------------------------|---------------------------------------|---|----------------------|
| <u>Fish & Game Fund</u> | \$ 21,563 | \$ 28,625 | \$ 1,475 | \$ 30,100 |
| <u>Intr'l Airport Rev.</u> | 14,679 | 19,486 | 1,014 | 20,500 |
| <u>Highway Working Capital Fund</u> | 25,282 | 33,562 | 1,738 | 35,300 |
| <u>Federal Funds</u> | 103,599 | 137,528 | 6,872 | 144,400 |
| | <u>\$165,123</u> | <u>\$219,201</u> | <u>\$11,099</u> | <u>\$230,300*(4)</u> |

- *(1) From supervisory collective bargaining roster 9/26 - filled.
- *(2) From supervisory collective bargaining roster 9/26 - vacant
- *(3) Calculated in same manner as General Fund above.
- *(4) Does not include cost related to COLA 2/16, % not yet known.
- *(5) Estimated at 5% for per diem and other provisions.

1 SA WARDEN UNIT
COMMUNITY & REGIONAL AFFAIRS

COLLECTIVE BARGAINING REGISTER
FILLED POSITIONS

09/26/74

PAGE

256

734 COMMUNITY DEVELOP COORD

| POS | EMPLOYEE NAME | LOC & DESCRIPTION | SAL DATA | SALARY | ANNIV DATE |
|-----|---------------|-------------------|----------|--------|------------|
| 713 | LARE MS | FBA ANCHORAGE | 19A | 1613 | 12/16/74 |

POSITIONS THIS CLASS 1 SALARY FOR THIS CLASS 1613

923 ADMIN OFFICER II

| | | | | | |
|-----|----------------|------------|-----|------|----------|
| 901 | MEGENER LYNN A | AWA JUNEAU | 19A | 1613 | 02/16/75 |
|-----|----------------|------------|-----|------|----------|

POSITIONS THIS CLASS 1 SALARY FOR THIS CLASS 1613

957 LOCAL GOVT SPEC V

| | | | | | |
|-----|---------------------|------------|-----|------|----------|
| 905 | BRITCHARD WILLIAM M | AWA JUNEAU | 21D | 2087 | 04/16/74 |
| 910 | JENSEN DAVID A | AWA JUNEAU | 21A | 1939 | 05/16/75 |

POSITIONS THIS CLASS 2 SALARY FOR THIS CLASS 3956

957 PRINCIPAL PLANNER

| | | | | | |
|-----|--------------------|------------|-----|------|----------|
| 903 | KIMBALL LAWRENCE H | AWA JUNEAU | 21B | 1939 | 01/16/75 |
|-----|--------------------|------------|-----|------|----------|

POSITIONS THIS CLASS 1 SALARY FOR THIS CLASS 1939

956 STATE ASSESSOR

| | | | | | |
|-----|------------------|------------|-----|------|----------|
| 913 | TEZLIEF S ROBERT | AWA JUNEAU | 21J | 2331 | 07/16/74 |
|-----|------------------|------------|-----|------|----------|

POSITIONS THIS CLASS 1 SALARY FOR THIS CLASS 2331

POSITIONS THIS DEPT. 6 SALARY FOR THIS DEPT. 11452

POSITIONS THIS B.U. 754 SALARY FOR THIS B.U. 1545661

8659 REGIONAL ENVIRONMENT. ENG

| PCN | EMPLOYEE NAME | LOC & DESCRIPTION | SAL. DATA | SALARY | ANNIV. DATE |
|------|---------------|-------------------|-----------|--------|-------------|
| 7103 | 05/01/74 | EAA VALDEZ | 22A | 2011 | |
| 7104 | 05/01/74 | R09 PRUDHOM BAY | 22A | 2011 | |

POSITIONS THIS CLASS 2 SALARY FOR THIS CLASS 4022

8662 CHIEF SOILS ENGINEER

| | | | | | |
|------|----------|---------------|-----|------|--|
| 7061 | 04/26/74 | E0A ANCHORAGE | 24A | 2331 | |
|------|----------|---------------|-----|------|--|

POSITIONS THIS CLASS 1 SALARY FOR THIS CLASS 2331

POSITIONS THIS DEPT. 3 SALARY FOR THIS DEPT. 6353

POSITIONS THIS B.U. 141 SALARY FOR THIS B.U. 252804

AGREEMENT

between
the

STATE OF ALASKA

and

ALASKA PUBLIC EMPLOYEES ASSOCIATION

covering

SUPERVISORY UNIT EMPLOYEES

1974 - 1975

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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

John Swann

For Alaska Public Employees Association

Robert E. Stecker

Robert R. [unclear]

Carl Mathison

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.

(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 what 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 XXXVII

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 1 - 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:

| <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 |
| Icy 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 |
| Aleutian Islands | 12..... | 7 |
| Bristol Bay | 13..... | 7 |
| Bethel | 14..... | 8 |
| Yukon-Kuskokwim | 15..... | 9 |
| Fairbanks | 16a(South of Arctic Circle)..... | 5 |
| Fort Yukon | 16b(North of Arctic Circle)..... | 9 |
| Barrow-Nobuk | 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 3 - 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

SUPERSADING 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 APEA 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 | 1246 | 1294 | 1343 |
| 11 | 1053 | 1087 | 1124 | 1159 | 1197 | 1236 | 1283 | 1332 | 1381 | 1433 |
| 12 | 1124 | 1159 | 1197 | 1236 | 1283 | 1332 | 1381 | 1432 | 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.

(E) 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.