

MONETARY TERMS OF AGREEMENT

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AGREEMENT</SUBJECT><COMM>HFIN27</COMM></TARGET>



Official Business

Alaska State Legislature

House of Representatives


Office of the Chief Clerk

State Capitol, Room 202
Juneau, AK 99801-1182
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MEMORANDUM

Date: March 28, 2011

To: Representative Stoltze, Co-chair
Representative Thomas, Co-chair
Finance Committee

From: Suzi Lowell 
Chief Clerk

Subject: Monetary Terms of Agreement between the State and MM&P

The attached monetary terms of agreement between the State and the International Organization of Masters, Mates and Pilots, Pacific Maritime Region, was referred to the Finance Committee during floor session today.

Attachment

STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

REBECCA L. HULTBERG, COMMISSIONER

SEAN PARNELL, GOVERNOR

P.O. BOX 110200
JUNEAU, ALASKA 99811-0200

PHONE: (907) 465-2200
FAX: (907) 465-2135

March 24, 2011

The Honorable Mike Chenault
House Speaker
Alaska State Capitol
Juneau, Alaska 99801-1182

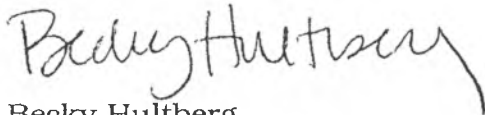
Dear Speaker Chenault:

I am required by the Public Employment Relations Act (AS 23.40.070-260) to report the monetary terms of any agreement reached with an employee organization. By copy of my memorandum to Karen Rehfeld, Director of the Office of Management and Budget (enclosed), please accept my report of the monetary terms of the collective bargaining agreement reached between the State and the International Organization of Masters, Mates and Pilots, Pacific Maritime Region.

The monetary terms of this agreement must be submitted to the Legislature for approval pursuant to AS 23.40.215. I respectfully request that the Legislature approve the monetary terms of this agreement pursuant to AS 23.40.215(b).

If I or my staff may answer any questions or provide further information, please do not hesitate to contact me.

Sincerely,



Becky Hultberg

Enclosure

cc: Karen Rehfeld, Director of the Office of Management and Budget

MEMORANDUM
Department of Administration
Office of the Commissioner

State of Alaska

To: Karen Rehfeld, Director
Office of Management and Budget
Office of the Governor

Date: March 24, 2011

From: Becky Hultberg, Commissioner
Department of Administration

Phone: 465-2200

Subject: Monetary terms of the July 1, 2011 to June 30, 2014, Collective Bargaining Agreement between the State and the International Organization of Masters, Mates and Pilots, Pacific Maritime Region.

The Administration has concluded the negotiations process with the Masters, Mates and Pilots (MM&P). If approved by the Legislature the monetary terms of this agreement become effective July 1, 2011 and remain in effect through June 30, 2014.

I. Terms Requiring Appropriation.

Current Legislative session

Effective July 1, 2011, the employer health premium contribution shall increase to \$1,175.00 per member per month. This is an increase of \$87 per member per month.

Effective July 1, 2011, the training contribution to the Marine Institute of Technology and Graduate Studies (MITAGS) will change from an annual lump sum payment of \$129,792 to \$9.00 per working day for each Deck Officer.

Future Legislative sessions

Effective July 1, 2012, the employer health premium contribution shall increase by the amount of money necessary to fund the MM&P health insurance plan, but not to exceed the amount necessary to maintain the Select Benefits Economy plan.

Effective July 1, 2012, the training contribution to MITAGS will increase by \$0.27 per working day for each deck officer to \$9.27.

Effective July 1, 2013, the employer health premium contribution shall increase by the amount of money necessary to fund the MM&P health

insurance plan, but not to exceed the amount necessary to maintain the Select Benefits Economy plan.

Effective July 1, 2013, the training contribution to MITAGS will increase by \$0.28 per working day for each Deck Officer to \$9.55.

II. Change in State Revenues.

No term of this agreement would result in a change to State revenues.

III. Change in Productive Work Hours.

Effective July 1, 2011, Deck Officers will change from a five day on / two day off schedule while the vessel is in the yard, overhaul or lay-up status to a two week on / two week off schedule.

Effective July 1, 2011, the annual 84 hour lump sum payment that Deck Officers with seven years of service currently receive will be eliminated. However, an additional 84 hours of leave will accrue annually for Deck Officers with seven years of service or more who were hired after 1985.

Effective July 1, 2011, when a Deck Officer receives a pilotage endorsement, the Deck Officer shall receive 8.4 hours added to their leave balance.

IV. Terms addressing employee compensation, not requiring appropriation.

Effective July 1, 2011 the Deck Officers assigned as Chief Mate on the M/V LeConte and M/V Aurora will be ineligible for daily overtime.

This report of monetary terms is consistent with the requirements of the Public Employment Relations Act. Please forward these monetary terms to the Legislature in accordance with AS 23.40.215.

Cc: Commissioner Marc Luiken
Department of Transportation and Public Facilities

Laura Baker, Director
Division of Administrative Services, DOT&PF

Cheri Lowenstein, Director
Division of Administrative Services

Kim Garner, Director
Division of Finance

Nicki Neal, Director
Division of Personnel and Labor Relations

RULE 18 - HOURS--VESSEL ON RUN

18.01 Except for those vessels listed in (C) of this Rule, hours on the run shall consist of either (A) or (B) of this subsection:

(A) Twelve (12) hours shall constitute a day's straight-time work. For watchstanders, the daily hours shall be divided into sea watches of six (6) hours on duty followed by six (6) hours off duty. For nonwatchstanders, twelve (12) hours shall constitute a day's straight-time work. However, the non-watchstanders' hours are not required to be continuous.

(B) Twelve (12) hours shall constitute a day's straight-time work. For watchstanders, a day's straight-time work shall consist of 8 hours of watch and four hours of non-watch work, provided that both bid-holding Masters of a vessel are in agreement and an additional third mate is assigned to the vessel. For non-watchstanders, twelve (12) hours shall constitute a day's straight-time work. However, the non-watchstander's hours are not required to be continuous.

(C) For M/V Tustumena and M/V Kennicott watchstanders, a day's straight-time work shall consist of 8 hours of watch and four hours of non-watch work. For M/V Tustumena and M/V Kennicott non-watchstanders, twelve (12) hours shall constitute a day's straight-time work. However, the non-watchstanders' hours are not required to be continuous.

18.02 For simplicity in timekeeping the first and last days of a regular assignment shall be six hours each. Nothing in the rule precludes the payment of overtime for work beyond the work week or work day, as defined.

RULE 19 - MONTHLY WORK

19.01 Two (2) complete Deck Officer crews shall be assigned to each vessel with the workdays divided evenly during each year between the two (2) crews as nearly as practicable. Each crew will work ~~one (1)~~two (2) weeks ~~(seven-fourteen [7-14])~~ consecutive days) followed by ~~one-two (1-2)~~ weeks off duty, with the alternate crew relieving.

~~19.02 The provisions of this Rule shall not apply to maintenance/layup status.~~

19.03 When mutually agreed upon by two Deck Officers in equal grade, they may work ~~fourteen (14)~~seven (7) consecutive days on, followed by ~~fourteen (14)~~seven (7) consecutive days off, provided they obtain written approval of the Employer and the Vacation Committee and the Master is informed. It is understood that no overtime will be incurred because either Deck Officer does not fulfill his or her part of the schedule while the vessel is on the run and the fourteen (14) day schedule is in effect.

Deck Officers changing from a seven (7) day schedule to a (14) fourteen day schedule when implementing a bid shall not be entitled to overtime for their regular work hours on their second workweek. Other provisions of Rule 22 shall apply.

19.04 M/V Tustumena Deck Officers shall work no less than 14 days per assignment. When mutually agreed upon by two Deck Officers in equal grade they may work longer assignments provided they obtain written approval of the employer and the vacation committee and the Master is informed.

RULE 20 - EMERGENCY SERVICE

20.01 Emergency service such as collision, breakdown, standing to and rendering aid to another vessel or parties in distress shall not be considered overtime. The additional time shall be paid for only at the straight-time rate. Any late arrival at crew change ports due to such emergency service is included and the straight-time rate, to the extent of the emergency service rendered as indicated in the ship's log, shall be paid to those Deck Officers held over on duty.

RULE 21 - LATE ARRIVAL

21.01 When a vessel is delayed for any reason other than "Emergency Service" in excess of one (1) hour after scheduled time of arrival at change ports, such delay shall be termed a "Late Arrival." Scheduled time of arrival shall be one (1) hour before the published departure time from each port. The hours involved in such delays shall be determined by the Deck log. Total hours shall be calculated from scheduled time of arrival.

21.02 Deck Officers scheduled to be relieved at their change port will be paid at the overtime rate of pay for that portion of the Late Arrival period that they are on duty and straight-time for that period that they are off duty, with the following limitations:

(A) Twelve (12) hours pay of either scale or combination thereof shall constitute a day's pay.

(B) Nonwatchstanders shall be paid for one-half (1/2) the delay at straight-time and one-half (1/2) at overtime, unless proof of time actually worked is in excess of one-half (1/2) the delay period. In that case, the overtime will apply to the time worked. When the delay totals an odd number of hours, the odd hour will be regarded as overtime.

(C) The foregoing applies to delays of twelve (12) hours or less. Delays over twelve (12) hours will be handled under regular call back or overtime rules for the entire Late Arrival.

RULE 22 - OVERTIME

22.01 (A) Overtime shall be one and one-half (1-1/2) times the straight-time hourly rate. When a Deck Officer is called to come to work in advance of regular straight-time and overtime is extended into straight-time, or is required to work beyond normal straight-time and straight-time is extended into overtime, the minimum overtime payment shall be one (1) hour.—When a Deck Officer is released from duty having completed his or her regular watch and is called back to work, the call-back overtime shall entail a minimum payment of two (2) hours, and if released with less than one- (1) hour remaining before going back on watch straight-time, time shall run continuously.

22.02 The overtime rate shall be one and one-half (1 ½) times the straight time hourly rate.

(A) When a Regularly Assigned Deck Officer or Vacation Relief Deck Officer has worked a regular assignment (seven [7] consecutive days or fourteen (14) consecutive days) and is required to work during his or her assigned time off (seven [7] consecutive days or fourteen (14) consecutive days), he or she shall be paid at the overtime rate of time and one-half (1-1/2) for the time worked, with a minimum of twelve (12) hours (see exception in Rules 26.04 through 26.06). This minimum does not apply when there is a schedule change or a change in change ports. In these cases, the Deck Officer will start the workweek with the standard six (6) hours at overtime.

(B) Deck officers working one (1) week on one (1) week off schedule shall receive overtime for work in excess of eighty-four (84) hours of work.

(C) Deck Officers working a two (2) week on two (2) week off schedule shall receive overtime for work in excess of one hundred and sixty-eight (168) hours of work.

22.03 Any nonwatchstanding Deck Officer who is required to stand watch will be paid overtime for those hours on watch. In order to receive overtime pay for the hours worked under this Rule, a Deck Officer must record start and stop times for the day to show that they have worked twelve (12) straight-time hours (as per Rule 18.01(A)) in addition to the overtime watch hours worked.

22.04 The first assignment for any Deck Officer returning for duty from prolonged sick leave, vacation (exclusive of the vacation assigned by the Scheduling Committee), or leave without pay shall commence at the straight-time rate of pay. Prolonged sick leave is defined as sick leave that covers three (3) scheduled workweeks or longer.

RULE 23 - VACATION

23.01 EMPLOYEES HIRED ON OR AFTER APRIL 1, 1985. The vacation accrual and eligibility for accrual of Deck Officers shall be in accordance with 23.01(A) and (B) below.

(A) Accrual Rates. Vacation credits shall accrue according to the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Accrual Hours/Year)</u>
1 but less than 2	84.0
2 but less than 3	168.0
3 but less than 4	252.0
4 but less than 5	336.0
<u>5 but less than 7-or-more</u>	420.0
7 or more	504.0

(B) Eligibility for Accrual. Eligibility for vacation accrual shall commence once the Deck Officer has accumulated two thousand one hundred eighty-four (2,184) straight-time hours of compensation. The Deck Officer will then be considered as having one (1) year of continuous service, thereby establishing a leave anniversary date. Upon the establishment of a leave anniversary date, the Deck Officer will be credited with eighty-four (84) hours vacation. Vacation in successive years shall be at the rate shown in Rule 23.01(A).

Vacation benefits awarded under this Rule will not be construed as establishing seniority, which is separately defined in Rule 26.

Once eligible for vacation accrual, a Deck Officer will be credited with one-twelfth (1/12) of the year's vacation accrual during every month in which he or she is compensated for a minimum of eighty-four (84) straight-time hours. A Deck Officer's leave anniversary date will be adjusted forward one (1) month for each calendar month that he or she does not receive vacation credit.

23.02 EMPLOYEES HIRED PRIOR TO APRIL 1, 1985: The vacation accrual and eligibility for accrual of Deck Officers hired prior to April 1, 1985, shall be in accordance with 23.02(A) and (B) below.

(A) Accrual Rates. Vacation credits shall accrue according to the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Accrual Hours/Year)</u>
1 but less than 2	84.0

2 but less than 3	168.0
3 but less than 4	252.0
4 but less than 5	336.0
5 but less than 7	420.0
7 but less than 10	504.0
10 or more	588.0

(B) Eligibility for Accrual. Eligibility for vacation accrual shall commence once the Deck Officer has accumulated one thousand six hundred (1,600) straight-time hours of compensation within any twelve (12) month period from date of original hire. The Deck Officer will then be considered as having one (1) year of continuous service, thereby establishing a leave anniversary date. Upon the establishment of a leave anniversary date, the Deck Officer will be credited with eighty-four (84) hours vacation. Vacation in successive years shall be at rate shown in Rule 23.02(A).

Vacation benefits awarded under this Rule will not be construed as establishing seniority, which is separately defined in Rule 26.

Once eligible for vacation accrual, a Deck Officer will be credited with one-twelfth (1/12) of the year's vacation accrual during every month in which he or she is compensated for a minimum of eighty-four (84) straight-time hours. A Deck Officer's leave anniversary date will be adjusted forward one (1) month for each calendar month that he or she does not receive vacation credit.

(C) Deck Officers covered by this section who have vacation balances of at least one hundred and sixty eight hours (168), shall be permitted to cash out one hundred and sixty eight (168) hours of vacation per calendar year. The Deck Officer's vacation balance shall be reduced by the number of hours for which payment is made.

23.03 USE OF VACATION.

(A) The vacation shall be taken as scheduled following notification by the Scheduling Committee. This program will provide Vacation Relief Deck Officers who shall have a schedule and relieve for vacations throughout the year, and shall not be removed from their vacation relieving schedule unless they are ill. During the annual overhaul period Vacation Relief Deck Officers must contact an active Scheduling Committee representative no later than seven (7) days prior to returning to work from vacation. It is recognized that Vacation Relief Deck Officers may be reassigned from the first (1st) day to the seventh day (7th) following the actual date of the end of the approved vacation.

(B) During periods of major layup of vessels, Deck Officers with greater amounts of vacation may be required, through joint Agreement of the

Scheduling Committee, to utilize their vacation time in order to permit other Deck Officers to remain employed. In their effort to accomplish this goal, the Vacation Committee may not reduce a Deck Officer's vacation balance below one hundred sixty eight (168) hours without the consent of the Deck Officer.

(C) The Scheduling Committee will consist of six (6) members. The Scheduling Committee shall designate a chairman and shall establish its own rules and processes. The Union will select its three members each year and advise the AMHS of the committee membership. The System General Manager, Alaska Marine Highway System, will designate three (3) Employer representatives to serve as full members of the Scheduling Committee in addition to those committee members selected by the Union. The Union and the Employer shall designate one representative from each party to serve as a partial committee between full committee meetings to address any schedule changes as frequently as necessary to adjust to the operational changes or exigent circumstances.

(D) Those Deck Officers who participate on the Scheduling Committee are to receive pay ~~on the basis of one (1) day's pay (at 8.4 hours per day) for each day served when not on the payroll~~ at the straight-time rate of pay for actual hours worked on Scheduling Committee matters, as approved by the Senior Port Captain. The rate of pay shall be at the Deck Officer's regularly assigned classification. The Scheduling Committee shall meet in part or in whole as frequently as necessary to adjust to the operational changes. Meetings will be held in Ketchikan unless otherwise determined by mutual agreement.

(E) The Scheduling Committee shall have final approval of the vacation schedules and number of relief positions required and shall sign off on same before adjournment of the Scheduling Committee. The schedule shall be published and distributed to the fleet and a copy sent to the Union within 10 days of adjournment. A Deck Officer who experiences a loss in pay resulting from the committee's action or inaction may be made whole from their vacation balance if available. At no time shall the Employer without the consent of the Deck Officer remove vacation from a Deck Officer's Vacation Balance. An employee may be recalled from approved vacation only at the written direction of the Commissioner and only for bona fide emergencies. The recall shall not be for purposes of avoiding payment of overtime.

23.04 The Vacation Relief Deck Officer's work assignment shall be as prescribed by the Deck Officer Scheduling Committee. The provisions of Rule 22, late arrival pay and holiday pay, shall be paid as earned within the pay period.

23.05 TERMINAL LEAVE. In case of a Deck Officer terminating services at any time after he or she has established eligibility for vacation

benefits, the Deck Officer shall receive cash payment for whatever vacation that individual has accrued.

23.06 VACATION PAY RATE. Regularly Assigned and Vacation Relief Deck Officers shall be paid for vacation at the rate of their regular assignment, or the rate of pay for the classification in which the majority of their time was worked within the preceding year. If a higher pay rate than the Deck Officer's regular pay rate is requested, the Deck Officer must note this on the vacation request. The Employer may request documentation from the Deck Officer to support the claim. Extra Relief Deck Officers shall receive the rate of the classification in which the majority of the Deck Officer's time was worked within the last year.

23.07 MAXIMUM ACCUMULATION OF VACATION Vacation accrued but not used shall accumulate to a maximum of eight hundred and forty (840) hours on June 30 of any calendar year. If a Deck Officer has, as of June 30, an amount of vacation in excess of eight hundred and forty (840) hours, the excess shall be deducted from the Deck Officer's vacation balance and paid to the Deck Officer at the rate of pay defined in Rule 23.06, in a lump sum payment no later than the second pay period in July of each year. However, if circumstances cause the Employer to refuse a Deck Officer's timely request for vacation, the amount of vacation refused will be carried over.

23.08 COURT LEAVE.

(A) A Deck Officer who is called to serve as a juror or is subpoenaed as a witness shall be entitled to court leave provided that he or she would have been working aboard a vessel of the Alaska Marine Highway System. Deck Officers must notify the personnel section within ten (10) days of notice and prior to jury service in order to be eligible to use court leave. Court leave shall be in the form of straight-time pay for the hours of work missed due to service as a juror or witness at the pay rate which would be appropriate if the Deck Officer were on vacation. To receive pay for court leave, the Deck Officer must turn over to the Alaska Marine Highway System all moneys received from the court as compensation for service as a juror, or any moneys received as compensation for service as a witness. Claims for court leave must be supported by written documents such as a subpoena, Marshall's statement of attendance and compensation for service, per diem and travel.

(B) Employees will only receive court leave pay from the AMHS for the actual time that they are physically unable to work because they either have not been excused or have been selected and physically serve on a jury, or as a witness. In all cases, the individual must present proper documentation in accordance with Rule 23.

In order to assure pay during the time involved with court duty, employees should submit a request for annual leave for the affected pay

period(s) and accrual balance adjustments will be made when the verification documents are given to the personnel of the AMHS.

(C) Seniority shall accrue while the employee is on paid court leave for the time absent from work provided the employee was eligible for assignment based on his or her seniority.

23.09 UNION BUSINESS LEAVE.

(A) All Deck Officers shall donate twelve (12) hours of vacation on April 1 of each year provided that the Deck Officer's balance is at least twelve (12) hours. Such vacation shall be converted to dollars at the vacation pay rate of the donor and transferred to the Union Business Leave Bank. Withdrawal requests from the Bank will be for purposes of contract negotiations, executive meetings, training sponsored by the Union and other purposes as may be determined by the Vice President of the International Organization of Masters, Mates and Pilots, Pacific Maritime Region. Requests for withdrawal from the Bank shall be made only by the Vice President to the Director of Labor Relations on forms mutually agreed on by the parties and furnished by the Union. All vacation transferred to the Bank is final and not recoverable for recredit to an individual's vacation account.

(B) Deck Officers shall be allowed to voluntarily donate vacation to the Union Business Leave Bank, subject to the following procedures and conditions:

1. Each Deck Officer wishing to donate vacation will fill out, date and sign a vacation request showing the amount of vacation he or she wishes to donate.
2. Each such vacation request will have written or typed along the bottom, "Vacation donation to International Organization of Masters, Mates and Pilots, Pacific Maritime Region, Union Business Leave Bank."
3. International Organization of Masters, Mates and Pilots, Pacific Maritime Region, will deliver all such vacation requests to the Alaska Marine Highway System. The vacation hours shall then be converted to dollars at the hourly rate of the donor and be transferred to the Union Business Leave Bank.
4. The Employer will not be responsible for the collection, or any statements made in relation to the collection, of said donations.
5. All donations are final and not recoverable for recredit to the donor's account.

6. It is understood that such voluntary vacation donations are in addition to the mandatory vacation donation required under Rule 23.09(A).

(C) The release of Deck Officers from duty for Union business leave shall be handled on the same basis as release for vacation. Approval for such release shall not be unreasonably withheld by the Employer.

(D) The Employer shall provide the Union with a statement reflecting the Union Business Leave Bank balance when requested by the Union.

23.10 When a Deck Officer presents a vacation request to the Employer at least ninety (90) calendar days in advance of the proposed starting date, the Employer shall have forty-five (45) calendar days in which to approve or disapprove the request. Such requests shall not be unreasonably rejected and the Employer shall provide written reasons for any such rejections to the Employee and the Union. Vacation dates approved under this Rule shall not be revised until all other alternatives have been exhausted. This Rule applies to vacation requests received outside the Scheduling Committee.

23.11 An audit will be provided to Vacation Relief Deck Officers by the Employer on or before March 1 and August 1 of each year. The audit will ensure that the Employer has met the 1092 minimum guarantee entitlement.

23.12 Vacation Credit for Pilotage Endorsements. Both the Employer and the Union recognize the need for all Deck Officers to have U.S. Coast Guard (USCG) pilotage endorsements on their licenses for areas in which AMHS vessels sail. Both parties also recognize the need for new Deck Officers to obtain their pilotage endorsements as quickly as possible. In recognition of the efforts and time it takes to complete these endorsements, the following shall apply:

(A) Effective July 1, 2011, when a Deck Officer successfully completes a USCG pilotage exam and has a pilotage endorsement placed on his or her license for any pilotage area that covers a route sailed by an AMHS vessel, that Deck Officer will have eight and four-tenths (8.4) hours added to his or her vacation leave balance.

(B) When a pilotage endorsement for a route is completed, the Deck Officer shall submit a copy of the pilotage endorsement and a timesheet to the Port Captain's office. The Port Captain's office will verify the pilotage endorsement and for each and every completed pilotage endorsement that covers a route sailed by an AMHS vessel, the Port Captain's office will submit a timesheet with the pilotage endorsement attached with the notation "Please credit the following hours to the Deck Officer's vacation leave balance." The

Port Captain's office will sign the timesheet and submit it to the AMHS Payroll office for adjustment of the Deck Officer's vacation leave balance.

RULE 24 - HOLIDAYS

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

24.02 All holidays shall be given off with pay to Deck Officers scheduled to work. If a Deck Officer is required to work on a holiday, he or she shall be paid at the overtime rate for the actual hours of work and in addition, shall receive Holiday Pay of twelve (12) hours at the straight-time rate. For purpose of this section only, actual hours of work on crew change day will be considered to be six (6) hours. If a holiday falls on the Deck Officer's scheduled day off, he or she shall receive a day's Holiday Pay.

24.03 All holidays will be paid at the twelve (12) hour rate. In addition, Deck Officers required to work on a holiday on their assigned day off will be paid at the overtime rate for the day worked. Assigned days off will include the Deck Officer's scheduled week, or scheduled time off while on sea watches, ~~the Deck Officer's scheduled two (2) consecutive days off while at a shipyard or tie-up terminal as provided for in Rule 16.01,~~ and vacation. Should a holiday occur while the Deck Officer is on sick leave and during a week which would have been the Deck Officer's normal workweek, the Deck Officer shall receive Holiday Pay and such hours will not be charged to sick leave.

24.04 A Deck Officer will be credited a holiday for pay purposes when said Deck Officer is in pay status within fourteen (14) days of the holiday. To be a "Deck Officer" for this section, he or she must have been hired prior to the holiday, and must not have terminated before the holiday.

24.05 OBSERVANCE OF HOLIDAYS. A designated holiday will normally be observed on the calendar day on which it falls Crewmembers working in more than one bargaining unit during a workweek in which a holiday falls will only receive holiday pay and/or holiday overtime pay once for each holiday listed in 24.01.

24.06 Effective July 1, 1996, Lincoln's Birthday shall be considered a floating holiday. On the day of the holiday, each member eligible for a holiday in accordance with Rule 24.04 shall have their annual leave account credited with one day of leave.

RULE 25 - MINIMUM GUARANTEE

25.01 All Deck Officers working regular assignments as a part of the crews shall receive in wages not less than eighty-four (84) times the basic straight-time rate for each two (2) week pay period. Holiday Premium Pay and Holiday Pay during assigned time off shall be paid in addition to the guarantee. Deck officers working regular assignment of 168 hours shall receive the basic straight time rate of pay for the respective pay period, so that in two consecutive pay periods he or she shall receive a total of 168 hours of compensation.

RULE 26 - SENIORITY

26.01 Deck Officers who have completed ~~nine-twelve~~ (129) months of ~~continuous~~ service shall establish seniority with the Employer. There shall be three (3) separate seniority rosters as follows: A Deck Officers' Seniority Roster to be used for determining the respective rights of all Deck Officers; and a Masters' Seniority Roster and a Chief Mate's Seniority Roster.

(A) Any Deck Officer having ~~nine-twelve~~ (129) months ~~months~~-or more ~~continuous~~ service as a Deck Officer will be placed on the Deck Officers' Seniority Roster commencing with the first day of employment as a Deck Officer under this Agreement.

~~(B) Effective the next bid sheet following tentative agreement of this contract the following provision of the contract will be implemented.~~

(B)

The Master's Seniority Roster shall include all Deck Officers who have been promoted to and established seniority as Master by bid award and are serving in a bid position as Master or Pilot. All Masters or Pilots shall be placed on the Deck Officers' Seniority Roster after having completed nine (9) months of service. A Master shall establish seniority as Master and will be placed on the Masters' Seniority Roster, retroactive to the date of the close of bid vacancy notices (as described in Rule 26.04 of this agreement) after completion of ninety (90) working days in a bid position as Master. In the case of a promotion to Master, the Deck Officer will not receive pay as per Rule 26.03 for the Master position until they have actually worked in their bid position.

(C) The Chief Mates' Seniority Roster shall include all Deck Officers who have been promoted to and established seniority as a Chief Mate by bid award and are serving in a bid position as Chief Mate. A Chief Mate shall establish seniority as Chief Mate and will be placed on the Chief Mates' Seniority Roster, retroactive to the date of the close of bid vacancy notices (as described in Rule 26.04 of this agreement), after having completed ninety (90) working days in a bid position as Chief Mate. In the case of a promotion to Chief Mate, the Deck Officer will not receive pay as per Rule 26.03 for the Chief Mate position until they have actually worked in their bid position.

(D) Deck Officers, Masters and Chief Mates who are employed on the same date shall have their seniority determined by lot.

(E) For purposes of this Rule, ~~continuous~~ a month's service shall be defined as having been compensated for a minimum of eighty-four (84) straight-time hours worked in ~~successive~~ a calendar months. In computing ~~continuous~~ a month's service, a workweek which commences

in one (1) calendar month and ends in another shall be credited to the month in which the workweek began unless the employee has been compensated for eighty-four (84) hours of work by the end of the calendar month in which the assignment began. In such cases the hours compensated in the following month shall be credited to that month for the purpose of computing service.

26.02 The seniority rosters will be revised in June of each year and shall be open for correction for a period of sixty (60) days from the date of posting upon presentation of proof of error in writing by any Deck Officer or designated representative. Any seniority date that is not protested within sixty (60) days from date of its first appearance on the seniority roster will not thereafter be subject to protest, except for correction of typographical error. The Union shall be furnished copies of such rosters. If the need arises, seniority rules may be amended by mutual agreement between the Employer and the Union and if the rules are amended, the Employer shall publish revised rosters and provide copies to the Union and to each Deck Officer. In application of seniority the Union shall administer and decide any dispute. Disputes that arise involving the Employer shall be processed through the disputes procedure under Rule 14. Grievances that involve only the Union shall be resolved through the procedures set forth in the Union's Constitution and by-laws.

26.03 In reducing or increasing personnel, seniority as indicated by the Deck Officers' Seniority Roster shall govern, and when layoffs become necessary, the last Deck Officer hired shall be the first laid off. When Deck Officers are called back to service, the last laid off shall be the first restored to work. Transfers between vessels or terminals and travel in exercising seniority retention rights will be at the Deck Officer's expense and the overtime pay rules will not apply.

In the event a senior Deck Officer is temporarily assigned to a grade reduction, he or she shall receive the rate of pay for his or her regular permanent position. However, in the event of a reduction in force, Deck Officers shall be paid at the rate of their resultant assignments.

26.04 When a regularly assigned Deck Officer's position becomes vacant, the position shall be filled by written request on the basis of Deck Officers seniority for all regularly assigned positions except Chief Mate and Master. The employer shall serve notice of all such vacancy within fifteen (15) days. Notice shall be posted on each vessel, at the Ketchikan Office, and the Union shall be notified. Request for assignment will be accepted for thirty (30) days from the date of notification of a vacancy. The position will be filled no later than the fifteen days following this period. The assignment will then be implemented on the next Deck Officer's assignment schedule or in any event within four months. If a vessel is in an extended shipyard or lay-up period, defined as a period

exceeding four months, implementation of the assignment may be delayed until the vessel returns to service.

In the event that the Employer believes any Deck Officer, except Master (See Rule 26.06), to be unacceptable for a position for which such Deck Officer has submitted a request, the Employer may reject such Deck Officer's request if, and only if, the Employer promptly notified both the Union and the Deck Officer involved (in writing) of the rejection, and of each and every reason relied upon by the Employer in rejecting the request. Any Deck Officer whose request for consideration is so rejected shall have the absolute right to protest such rejection under the provisions of this Agreement relating to disputes, and in the event that the rejection is finally determined to have been without sufficient cause, such Deck Officer shall immediately be accepted for the position for which he or she was rejected, and reimbursed for any wages lost due to such rejection.

26.05 Whenever a Chief Mate's position becomes vacant, those Deck Officers on the Chief Mates' Seniority Roster, who are qualified and competent shall be afforded the opportunity to transfer. The Port Captain shall consult the Master of the vessel before selecting a Deck Officer to fill the Chief Mate's position. In determining assignments in accordance with this Rule, Chief Mate seniority, as determined by the Chief Mates' Seniority Roster, shall be given full consideration. If a Deck Officer is denied a transfer, the Deck Officer may file a grievance under Rule 14.

In the case of a promotion to any Chief Mate position, the position shall be filled by written request in accordance with Rule 26.04.

~~Third Mate Trainee positions on Puget Sound route vessels shall not be regularly assigned positions.~~

26.06 When a Master's position becomes vacant, those persons on the Masters' Seniority Roster, and are qualified and competent, shall be afforded the opportunity to transfer. In determining assignments in accordance with this rule, Masters' seniority, as determined by the Masters' Seniority Roster, shall be given full consideration. If a Deck Officer is denied a transfer, the Deck Officer may file a grievance under the Rule 14.

In the case of a promotion to a Master's position, those applying for the job shall apply on a form supplied by the Employer specific to the Master's position.

Applicants whether by transfer or promotion, shall be reviewed by a Union Peer Review Committee consisting of 3 members designated by the Union. The Committee shall rank the candidates and provide the

list to the Employer. The Employer shall select the Master considering the Board's list. Consideration may also be given to seniority as determined by the Chief Mates' Seniority Roster.

If the Committee disagrees with the Employer's selection the Union may contest the decision. If the Union contests the decision the dispute will be submitted to an arbitrator. The arbitrator's decision shall be limited to considering whether the Employer acted in an arbitrary, capricious or discriminatory manner. The arbitrator shall not substitute his/her judgment for that of the Employer. The arbitrator, if he/she finds against the Employer, shall be limited to ordering a new selection process.

26.07 Except for promotion from Third Mate to Second Mate, all promotions shall result in a probationary period of ninety (90) working days.

26.08 Whenever a Deck Officer who has established seniority with the Employer is transferred from a vessel to a management position or is elected or appointed to a full-time Union position, he or she shall continue to accrue seniority.

26.09 Deck Officers may be granted leaves of absence limited, except in cases of physical disability, for a period of six (6) months in any calendar year without the loss of seniority. Retention of seniority during a longer leave of absence may be arranged for by agreement between the Employer and the Union. Leaves of absence will not be granted to Deck Officers to work in other industries unless mutually agreed to between the Employer and the Union.

26.10 Seniority shall be terminated and the Employer-employee relationship shall be severed by the following conditions:

- (A) Discharge for cause.
- (B) Continuous layoff of twelve (12) months duration.
- (C) Resignation.
- (D) Failure to return from leave of absence, vacation or seasonal layoff on agreed date, emergencies excepted, unless otherwise mutually agreed upon by both the Union and the Employer.

RULE 27 - HEALTH AND WELFARE

- A. The Union will provide an employee-directed health insurance plan through a health insurance trust. This insurance program may be funded by both Employer and employee contributions.
- B. Effective July 1, ~~2008-2011~~ the Employer contribution to the health insurance plan shall be increased to ~~eight hundred and sixty seven dollars~~ one thousand one hundred and seventy-five dollars (\$1175.00) per eligible employee per month.
- C. Effective July 1 of each of the following years of this agreement, the Employer contribution to the health insurance plan will be the actual cost of the MM&P health insurance plan but not to exceed that the cost necessary to maintain coverage under the Select Benefits Default Plan.
- D. Eligible employees shall pay by payroll deduction any difference between the employer contribution and the total premium required to provide the health care coverage for the employee, spouse and dependents.
- E. Under no circumstances shall the State be responsible for the payment of any benefits under the health and welfare plan or plans administered by the Union or its agents, successors, or assignees. No disputes under or relating to such benefits shall be subject to the grievance arbitration procedure in the collective bargaining agreement except an allegation that the Employer failed to make the agreed upon contributions.

The Union agrees and undertakes to assure that any alternative insurance plan or health and welfare plan implemented under this agreement is in compliance with all applicable Federal and State laws and regulations.

The State is not a party to, and has no obligations arising under such a plan. However, the State does recognize and acknowledge that the prompt and accurate payment of contributions is essential to the maintenance of the plan.

The parties acknowledge that discrepancies between employee eligibility and corresponding contributions will frequently arise and may exist in any month. The parties will exercise all due diligence in reconciling contributions and eligibility on a monthly basis, including adjustments of overpayments and underpayments as may be necessary.

RULE 28 - PENSIONS AND POST-RETIREMENT HEALTH BENEFITS

28.01 The Deck Officers shall enjoy the retirement benefits as outlined in the applicable statutes relating to the Public Employees' Retirement System (PERS).

28.02 The parties agree that they will continue to participate in the Northwest Marine Retirement Trust (NMRT) for the sole purpose of permitting Deck Officers with service prior to the effective date of this Section, to vest under the NMRT. The Employer agrees to pay six dollars (\$6.00) per Deck Officer per year as the cost of maintaining such participation.

28.03 In order to provide for the post-retirement health coverage of Masters, Mates, and Pilots members who retired from the State of Alaska under the provisions of the Masters, Mates and Pilots' entry into the PERS, the parties agree that eligible retired employees shall have post-retirement health benefits under the terms of the PERS. The term "eligible retired employee" means a former employee of the State in the Masters, Mates and Pilots' bargaining unit (and his or her eligible dependents) who retired prior to the Masters, Mates and Pilots' entry into PERS under a pension provided by the Northwest Marine Retirement Trust, and who makes timely application for PERS post-retirement health coverage, as required by PERS.

The Employer shall be responsible for the full cost of providing this coverage. It is recognized that this cost, or any increases to it, will be taken into account in forming the economic package of the successor Agreement. In a similar manner, any increases to the cost of this coverage during the life of the successor Agreement shall be taken into account during future collective negotiations.

RULE 29 - SICK LEAVE

29.01 Deck Officers with a minimum of six (6) months' service (an accumulation of one thousand and ninety-two [1,092] straight-time hours) shall accrue sick leave credit at the rate of fifteen (15) hours for each completed month of service.

29.02 Each Deck Officer's sick leave credits are terminated on the same basis as seniority credits.

29.03 Sick leave may be claimed from the accumulated days of credit for any Deck Officer for illness or injury which incapacitates the Deck Officer to the extent that the Deck Officer is unable to perform assigned work. The Deck Officer shall notify the Employer of incapacitating illness or injury at the earliest possible time so that arrangements for a relief Deck Officer can be made.

29.04 All sick leave claims must be accompanied by a doctor's certification to support the claim for more than five (5) consecutive days when so requested by the Operations Manager, Alaska Marine Highway System. If a sick leave claim is in conjunction with scheduled vacation, the claim must be accompanied by a doctor's certification to support the claim for more than two (2) consecutive days. This verifying statement must be presented upon the Officer's return to work, or the absence will be regarded as unauthorized and unexcusable and subject to disciplinary action. The doctor's certification is to cover the period from the date the Deck Officer became incapacitated until the date that the Deck Officer became fit for duty, disregarding the Deck Officer's scheduled crew change date. The Deck Officer shall normally be returned to duty at the next scheduled crew change date of the assigned vessel at his or her change port following the date of presentation of the doctor's certificate. A Deck Officer may use either vacation or authorized leave without pay, at his or her option, on interim days between scheduled crew change date and the date the Deck Officer becomes fit for duty.

29.05 FUNERAL LEAVE. Sick leave can be claimed for funeral attendance of deaths in the immediate family to the maximum of eighty-four (84) hours. "Immediate family" is defined as father, mother, husband, wife, sons, daughters, brothers, sisters, grandparents, grandchildren, father-in-law and mother-in-law. It shall be the Deck Officer's responsibility to provide evidence of such attendance.

29.06 FAMILY LEAVE The parties agree that the provisions of the Federal Family and Medical Leave Act (FMLA) and the Alaska Family Leave Act (AFLA) apply to bargaining unit members.

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

29.08 Accumulated unused sick leave will be paid to the beneficiary at the Deck Officer's current rate of pay when death occurs during employment and prior to retirement.

29.09 Sick leave may be claimed when there is illness within the Deck Officer's immediate family which requires the attendance of the Deck Officer at the direction of a physician. Such absences shall in all instances be supported by a physician's certificate.

29.10(A) Those individuals on leaves of absence taken in accordance with Rule 26.08 shall retain their sick leave balances in accordance with the following schedule:

- 0 - 3 years on leave--full sick leave balance
- 3 - 6 years on leave--75 percent of full sick leave balance
- 6 - 9 years on leave--50 percent of full sick leave balance
- 9 - 12 years on leave--25 percent of full sick leave balance
- 12 or more years on leave--0 percent of full sick leave

balance

(B) In addition, the beneficiaries of those individuals on leaves of absences taken in accordance with Rule 26.09 will be paid the sick leave balance existing at the time of the Deck Officer's death, when death occurs prior to retirement.

RULE 30 - STANDARD DRESS AND EQUIPMENT

30.01 All licensed Deck Officers will be required to wear a standard navy blue uniform with regulation gold braid, regulation uniform cap with gold braid, and Alaska Marine Highway System insignia; white cap cover, black shoes, dark hosiery, white shirt and black tie. Uniform will be clean and neatly pressed at all times, along with clean, white cap cover.

30.02 Effective July 1, 1994, the Alaska Marine Highway System will pay the individual Deck Officer thirty dollars and seventy eight cents (\$30.78) per pay period. There shall be no deductions during periods of vacation or sick leave. Deck Officers leaving the service for any reason shall be paid a prorate portion of that amount.

30.03 During inclement weather, Masters will wear either regular navy blue topcoat or raincoat. Mates, while loading or unloading vessels during inclement weather, may wear with the approval of Management, a regular navy blue watch jacket or raincoat.

30.04 Management may authorize and prescribe a summer uniform if considered desirable.

30.05 There is established a navigational equipment and maintenance fund of \$45,905.00 per year of this agreement. Each Deck Officer in pay status in the preceding June shall be entitled to a per capita distribution of this fund in the first pay period in July of each year of this agreement. If \$45,905 or more in MITAGS/PMI training funds are made available in any year of this agreement, the navigation and maintenance fund shall be reduced by \$45,905 in that same calendar year.

RULE 31 - RESTRICTIONS

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

RULE 32 Pass Privileges

32.01 Deck Officers with two (2) years of company seniority as per Rule 26.01 will be issued annual passes upon request for the Deck Officer and spouse, subject to the following:

(A) The Deck Officer, dependents and personally-owned vehicle shall be authorized free transportation on a space available basis only. See Rule 32.07(A) for vehicle specification. Dependent children shall be eligible for pass privileges to age nineteen (19) years old or enrolled as a full-time student at an accredited university.

(B) The Deck Officer's vehicle shall not travel on a pass while the Deck Officer is on duty unless the vehicle is accompanying the Deck Officer's dependent(s), or with the specific approval of the Juneau Headquarters office. Employees on duty shall not transport other employee's vehicle on an annual pass.

(C) Two personally owned vehicles may be listed and travel on an annual pass, but only one vehicle may travel at a time.

(D) No pass shall be used for transporting goods for resale or for any purpose other than personal use.

(E) There shall be no excessive transport of a pass-listed vehicle nor joy-riding by dependents or the Deck Officer. Any contention or confirmation of a violation of this Rule will be made known to the Union at the earliest possible time. Should the Union fail to resolve the matter immediately, Rule 32.08 shall be initiated by the Employer.

32.02 Deck Officers and/or their dependents traveling on passes will pay for all meals consumed and for berths if used at the prevailing prices paid by fare paying passengers. Meals will be taken in public dining areas and not in the crew mess. Any abuse will subject the involved employee(s) to possible discipline and loss of pass privileges.

32.03 Deck Officers who retire from the Alaska Marine Highway System and are receiving a PERS or NMRT pension shall receive an annual pass for themselves, their spouse, dependents under nineteen (19) years of age, and for their personally-owned vehicle. Dependents of deceased Deck Officers (whether retired or current) will continue to be eligible for pass privileges. Only one vehicle per employee will be allowed a retirement pass. A retired employee's vehicle must be registered and licensed appropriately.

32.04 All Deck Officers who have established seniority with the Employer will be entitled to trip pass privileges.

(A) Trip passes are to be used exclusively for employees who have established seniority but have not attained the 2 years to be eligible for an annual pass, except as authorized in this rule.

(B) A trip pass may be authorized for a new vehicle purchase that will be registered by the employee to be put on their annual pass, based on the requirements of Rule 32.07(A).

(C) Trip passes shall be authorized for Deck Officer's vehicles to and from a yard or lay-up period. In this circumstance the employee may also be authorized to accompany the vehicle while on duty.

(D) Trip passes may be authorized for special circumstances as determined by the employer.

32.05 If the date of travel on an approved pass does not correspond with the actual date of travel, the Deck Officer and/or dependents involved must attempt to secure proper approval from Ketchikan Central office. Annual pass changes and trip pass requests must be made to the Pass Desk at the Ketchikan Central office at least two days prior to the requested travel date.

32.06 Open date and/or multiple date time frames for date of travel may be used at the discretion of the Juneau Headquarters issuing officer on an individual basis when authorizing trip passes.

32.07 PERSONALLY-OWNED VEHICLE.

A Deck Officer's personally-owned vehicle is defined as: Any non commercial vehicle less than twenty-three feet in length. The vehicle must be registered in the name of the Deck Officer, the Deck Officer's spouse or dependent child, or the Deck Officer must sign an affidavit to the effect that it will be registered in the name of the Deck Officer, the Deck Officer's spouse or dependent child upon arrival in Alaska and that the vehicle is for the use of the Deck Officer, the Deck Officer's spouse or dependent child and is not intended for resale within a period of one (1) year. For an active employee to have a personally owned vehicle shown on an Annual Pass, it must be registered and licensed by the State of Alaska. Personally owned vehicle not licensed and registered in Alaska shall be entitled to one round trip per year.

(B) A vehicle and trailer may be transported on a trip pass basis subject to the following restrictions:

(1) A vehicle and trailer length will be determined as the connected length overall. The trailer must be towed by a vehicle listed on the employee's annual pass and shall not be allowed to be transported unaccompanied. The first 30 feet will be allowed as free passage, any length over 30 feet will be based on the current fare tariff in place for the

difference between the overall length and 30 feet of total connected length of vehicle and trailer.

(2) The fee charged does not provide confirmed reservations and transportation is still on a space available basis.

(3) If a trailer is to be transported in accordance with this rule, the trailer is to be licensed for highway use.

32.08 Unauthorized use of or abuse of the pass privilege shall be cause for revocation of the Deck Officer's pass and possible disciplinary action. Effective July 1, 2011, Rule 32 shall not apply to Deck Officers terminated from State employment for cause.

RULE 33 - MANAGEMENT CLAUSE AND UNION RIGHTS

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

33.02 The parties agree to form a Labor/Management Committee for the purposes of making recommendations on means to improve operating efficiencies and safety on vessels in the fleet.

RULE 34 - DISCIPLINE

34.01 It is recognized the Employer has the right and duty to institute disciplinary actions against any Deck Officer who has committed an infraction of the Employer's policies, rules or regulations. Such disciplinary action is to be administered fairly and be commensurate with the offense committed by the Deck Officer to discipline Deck Officers, up to and including dismissal, for just cause.

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

34.03 All licensed Deck Officers will be required to be tested for illegal substance use prior to hiring, on reasonable suspicion, after a serious marine incident, and randomly on a periodic basis. If an employee tests positive, he or she will be suspended from duty without pay or benefits pending an investigation and may be subject to discipline up to and including dismissal. If an employee tests positive, the employee may, at their option, request that the second sample of the split specimen be tested at a different approved lab in accordance with the Code of Federal Regulations (49 CFR, Subtitle A). If the USCG revokes an employee's documents, the employee will be terminated.

The Employer will consider applications for employment from a former employee discharged for a positive drug test who has completed a drug rehab program and regains USCG documents.

RULE 35 - CONDITIONS NOT SPECIFICALLY COVERED

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

RULE 36 - SAVINGS AND SEPARABILITY

36.01 If any Rule of this Agreement or any Addendums thereto should be held invalid by operation of law or by any tribunal or body of competent jurisdiction, or if compliance with or enforcement of any Rule should be restrained by such body or tribunal, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a replacement of such rule.

RULE 37 - TERM OF AGREEMENT

37.01 This Agreement shall become effective July 1, ~~2008~~2011, except where otherwise provided, and shall remain in effect through June 30, ~~2011-2014~~ and shall be automatically renewed from year-to-year thereafter unless either party gives written notice to the other of its desire to amend or terminate same during the period from February 1, 2011, to April 1, 2011, or, in the event of automatic renewals, during the period from February 1, to April 1, of any subsequent year. Automatic renewals pursuant to this Rule shall not conflict with AS 23.40.210.

37.02 The parties recognize that any monetary provisions of this Agreement are subject to legislative appropriation in accordance with AS 23.40.215. Therefore, terms of this Agreement which require legislative appropriation shall not be implemented until an appropriation, adequate and for the specific purpose of funding this Agreement, becomes law.

37.03 The parties acknowledge that implementation of the monetary terms of this Agreement is subject to AS 23.40.215. If legislation required by AS 23.40.215 is not passed by the end of the legislative session, or if such legislation is rejected by the legislature, this Agreement shall not be binding upon the parties and the parties shall immediately re-enter negotiations to be conducted in accordance with AS 23.40.215.

For the State of Alaska:

For the International Organization
of Masters, Mates & Pilots:

MEMORANDUM OF UNDERSTANDING
between the
STATE OF ALASKA
and the
INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

Chenega/Cordova LMC

12-CC-_____

The parties tentatively agree to implement this Memorandum of Understanding that forms a labor/management workgroup. The purpose of the workgroup is to identify issues for Deck Officers assigned to the Chenega relating to living in Cordova. The labor/management workgroup shall consist of up to two (2) representatives of the Union and up to two (2) representatives of the State. The workgroup shall commence on July 1, 2011 and end on January 31, 2012.

This agreement is entered into solely to address the specific circumstance of this particular situation. It does not establish any practice or precedent between the parties. This agreement will not be referred to in any other dispute, grievance, arbitration, hearing, or any other forum, except as may be necessary for the execution of its terms.

FOR THE STATE OF ALASKA:

FOR THE UNION:

Nicki Neal
Director of Personnel and Labor Relations

Ron Bressette
MM&P Representative

Date

Date

LETTER OF AGREEMENT
between the
STATE OF ALASKA
and the
INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

Re: Port Lions, Chenega Bay, Tatitlek

12-CC-_____

It is hereby understood and agreed between the parties that the following is intended to supplement the Agreement entered into between the State of Alaska and the International Organization of Masters, Mates and Pilots, to cover issues unique to providing service to Port Lions, Chenega Bay, and Tatitlek. Unless specifically superseded by an item on this letter of agreement, it is agreed that the following provisions supplement the Master Agreement.

The State of Alaska shall have the ability to contract for passenger and vehicle service from and to the port of Port Lions without regard to MM&P jurisdiction.

The State of Alaska shall have the ability to contract for passenger and vehicle service from and to the port of Chenega Bay without regard to MM&P jurisdiction.

The State of Alaska shall have the ability to contract for passenger and vehicle service from and to the port of Tatitlek without regard to MM&P jurisdiction.

This agreement shall be effective upon signing and shall be coterminous with the 2011-2014 agreement.

This agreement is entered into solely to address the specific circumstance of this particular situation. It does not establish any practice or precedent between the parties. This agreement shall not be referred to in any other dispute, grievance, arbitration, hearing or any other forum, except as may be necessary for the execution of its terms.

FOR THE STATE OF ALASKA:

FOR THE UNION:

Nicki Neal
Director of Personnel and Labor Relations

Ron Bressette
MM&P Representative

Date

Date

STATE PACKAGE PROPOSAL

DATE 3/22/11 TIME 6:25

1. This is a package proposal of the whole Master Agreement. Acceptance of one Rule is conditioned on acceptance of the remaining Rules. However, this does not preclude the parties TA'ing other Rules upon mutual agreement to narrow the remaining open Rules.
2. This is a three year agreement, effective on July 1, 2011 if the whole agreement is TA'ed by close of business on March 23, 2011. If not TA'ed by March 23, 2011, retroactivity of any future negotiated salary or benefits increase is negotiable.
3. Although the TA'ed Rules are included in this proposal, this is not an attempt to reopen the TA'ed Rules. They are included only to demonstrate the Rules to which the parties have agreed. The Rules that have been TA'ed to date are: 3, 6, 10, 11, 12, 20, 21, 28, 29, 31, 35 and 36.
4. This package proposal includes the attached Chenega Bay, Port Lions, Tatitlek LOA and the Chenega/Cordova MOU.
5. All changes to the CBA will be effective July 1, 2011, unless specified otherwise.

Handwritten notes:
TA'd
3/22/11
3:00
M.P. R...
M.P. R...

Handwritten notes:
3/22/11 6:55

Handwritten notes:
T/A - DSH

AGREEMENT

between the

STATE OF ALASKA

operating the

**ALASKA MARINE
HIGHWAY SYSTEM**

and the

**INTERNATIONAL
ORGANIZATION OF
MASTERS, MATES,
AND PILOTS**

Pacific Maritime Region

July 1, ~~2008~~2011 - June 30, ~~2011~~14

RULE 1 - SCOPE

1.01 The Rules contained herein constitute an Agreement between the STATE OF ALASKA, hereinafter referred to as the Employer, and the INTERNATIONAL ORGANIZATION OF MASTERS, MATES, AND PILOTS, UNITED INLAND GROUP, PACIFIC MARITIME REGION, representing the Deck Officers as classified within this Agreement, hereinafter referred to as the Union, governing wages, hours and conditions of employment on the Employer's ferries and any other waterbourne carrier owned, operated, chartered or leased for operation by the Alaska Marine Highway System.

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

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

1.04 (A)The State of Alaska shall have the ability to contract for passenger and vehicle service only for the following ports: Angoon, Gustavus, Kake, Hoonah, Tenakee, and Pelican, without regard to MMP jurisdiction.

(B) The Employer shall provide all information regarding the contracting for passenger and vehicle service of these ports to the Union. No portion of this subsection (B) shall be subject to the grievance procedure.

RULE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the exclusive representative of all Deck Officers as classified herein, and as the sole collective bargaining agent for the purpose of acting for the Deck Officers in negotiating wages, hours, conditions of employment and interpreting this Agreement, and adjusting disputes.

RULE 3 - INITIAL APPOINTMENTS AND USE OF INFORMATION

3.01 The Employer may employ from any source it chooses, including the Union, but shall give first preference to applicants who are qualified and are residents of Alaska. The Union, in supplying any personnel, shall recognize this preference.

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

3.03 The Employer may reject any applicant for a position who it feels is unsatisfactory. If the Union feels that any rejection of an applicant, who is a current employee of the Employer, has been made without valid reason, the Union shall have the right to ~~review the case in~~ inquire on behalf of the applicant.

3.04 Pre-employment physicals may be required.

3.05 The Union agrees that all nonpublic personnel information provided to it by the Employer shall be used only for purposes related to the execution of the Agreement; and that the Union shall be responsible for the protection and security of information provided.

RULE 4 - DEFINITIONS

4.01 DECK OFFICERS.

(A) Regularly Assigned Deck Officer. A Deck Officer who is regularly assigned to a specific position on board a given vessel. A Regularly Assigned Deck Officer who is temporarily assigned to a Third Mate Trainee position on a Puget Sound route vessel shall continue to be considered a Regularly Assigned Deck Officer.

(B) Vacation Relief Deck Officer. A Deck Officer who has been assigned to relieve Regularly Assigned Deck Officers and who has been so designated in writing by the Employer in accordance with Rule 23.03.

(C) Extra Relief Deck Officer. A Deck Officer who is placed on the printed schedule by the Scheduling Committee to fill temporary vacancies, i.e., illness, injury, leaves of absence, etc.

The Scheduling Committee shall determine a limited pool of Extra Relief Deck Officers whose number shall be set by the Scheduling Committee.

The Extra Relief Deck Officer shall receive all benefits of a Regularly Assigned Deck Officer, except;

Rule 25 Minimum Guarantee shall not apply.

Contributions to the Health and Welfare Plan shall be made to the Trust on behalf of the Extra Relief Deck Officer effective the calendar month following the month the Extra Relief Deck Officer works at least 84 hours.

(D) Temporary Relief Deck Officer. A Deck Officer who is not scheduled by the Scheduling Committee and may be employed to fill temporary vacancies only in the event that no Extra Relief Deck Officer is available. A Temporary Relief Deck Officer shall receive wages and benefits of an Extra Relief Deck Officer, except;

Travel Pay.

Rule 25 Minimum Guarantee

Contributions to the Health and Welfare Plan shall be made to the Trust on behalf of the Temporary Relief Deck Officer effective the calendar month following the month the Temporary Relief Deck Officer works at least 84 hours.

4.02 REGULARLY ASSIGNED POSITIONS. Specific positions aboard a given vessel and crew ("A" or "B") which are filled in accordance with

Rule 26 of this Agreement, and the positions of Deck Officers who have been designated Vacation Relief Deck Officers.

Third Mate Trainee positions on Puget Sound route vessels shall not be regularly assigned positions.

4.03 SYSTEMS.

(A) AMHS System. Includes all vessels using Juneau, Ketchikan, Metlakatla, Homer, Valdez or Cordova as change ports.

4.04 ASSIGNED TIME OFF.

Assigned time off shall include the Deck Officer's scheduled week, or weeks, off while on sea watches ~~or, the Deck Officer's scheduled two (2) consecutive days off~~ while at a shipyard or tie-up terminal as provided for in Rule 16.01, and vacation.

4.05 Workweek means a fixed and regularly recurring period of 168 hours that is seven consecutive 24-hour periods; it may begin on any day of the week and need not coincide with the calendar week; an individual employee's workweek is the statutory or contract number of hours that the employee is to regularly work during that period; the workweek may not be artificially adjusted for the purpose of avoiding the payment of overtime.

4.06 Workday means a fixed and regularly recurring period of 24 consecutive hours.

(A) Twelve (12) hours shall constitute a day while in underway status.

(B) Eight point four (8.4) hours shall constitute a day while in ~~yard, layup, or training~~ status. A Deck Officer who receives training as described in Rule 15.03 (B) shall not be considered to be in training status for purposes of this Rule.

ALB, DSH
Yard or layup
DSH
ALB

4.07 Regular Assignment shall mean:

~~(A) An assignment as per the published work schedule issued three times per year by the Scheduling Committee.~~

~~(B) Underway—the seven (7) consecutive 12 hour days (84 work hours) or fourteen consecutive 12 hour days (168 work hours) aboard a given vessel as described in Rule 19.~~

~~(C) Yard/Layup—the 42 hour work week consisting of five (5) consecutive 8.4 hour workdays and two (2) consecutive days off as described in Rule 16.~~

An assignment as per the published work schedule issued three times per year by the Scheduling Committee.

RULE 5 - UNION MEMBERSHIP

5.01 All Deck Officers covered by this Agreement shall, within thirty (30) days after employment with the Employer, be or become members of the Union and shall thereafter as a condition of employment tender the dues and initiation fees or other fees as required by AS 23.40.220 uniformly required as a condition of membership, and the Union agrees to accept all such Deck Officers for membership.

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

5.03 Upon written notice by the Union that any Deck Officer who has been employed for more than thirty (30) days and is not in compliance with the provisions of this Rule and demonstration by the Union that it has provided Employee with the procedural protections required by law the employer shall terminate the employee. Termination shall become effective within thirty (30) days after receipt of the aforesaid notice to the Employer by the Union.

The Union shall defend, indemnify, and save the Employer harmless against any and all claims, demands, suits, grievances, or other liability (including attorney's fees incurred by the Employer) that arise out of or by reason of actions taken by the Employer pursuant to this section, except those actions caused by the Employer's negligence. If the Union undertakes the defense under this section, it shall at its option select counsel to conduct the defense.

5.04 The Alaska Marine Highway System personnel office shall furnish the Union's Regional Office one (1) copy of the appointing personnel action form for each new hire in the bargaining unit within thirty (30) days of hire.

RULE 6 - NONDISCRIMINATION

6.01 The Employer agrees not to discriminate against any Deck Officer because of membership status in the Union or activity on behalf of the Union, provided such activity is not contrary to law or this Agreement.

6.02 The Employer and the Union agree that there will be no discrimination against any Deck Officer or applicant for employment because of race, religion, ~~physical handicap~~disability, marital status, change in marital status, pregnancy, parenthood, sex, color, age, genetic information or national origin.

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

RULE 7 - CREW REQUIREMENTS

7.01 The minimum manning for all present and future vessels shall be in accordance with the safe operation of the vessel as and the Certificates of Inspection under which the vessel is licensed to operate, and the Certificates of all vessels covered by this Agreement are made a part hereof by reference. There shall be no unilateral reduction in present staffing.

RULE 8 - HEALTH AND SAFETY

8.01 The health and safety of Deck Officers shall be reasonably protected. Where quarters are provided, each Deck Officer shall have his or her own individual stateroom. All Deck Officer's staterooms shall be properly equipped with a washroom. Each stateroom shall be clean, heated and lighted at all times during occupancy. Washrooms are to be equipped with fresh hot and cold running water, and fresh water shower facilities, as well as sanitary drainage. The HVAC system shall be in good operating condition.

The Employer agrees that, on vessels where quarters are provided, white sheets, pillow slips, mattresses, blankets, towels and soap shall be furnished to insure sanitary and healthful conditions.

8.02 The Employer shall afford room service for its Deck Officers; i.e., changing linens, sweeping, mopping and waxing in the respective staterooms, bathrooms and toilets. Clean bed linen and towels are to be provided weekly and rooms are to be cleaned and beds made daily.

8.03 Separate quarters and bathroom facilities will be constructed for all Deck Officers as construction of new vessels occurs. The Employer recognizes the right of the Union to discuss quarters before new vessels are acquired, constructed or converted.

8.04 Annual employee physicals may be required by the Employer to be performed by a doctor of the Employer's choice and at the expense of the Employer.

8.05 The Employer shall reimburse each Deck Officer for one (1) physical examination per calendar year to a maximum of one hundred and fifty dollars (\$150.00) when such examination is required by law or regulation to upgrade, renew or maintain his/her license. In the event that during the life of this agreement the USCG makes significant changes to the requirements for physical examination that result in the cost of the physical exceeding one hundred and fifty dollars (\$150.00) the Employer agrees to meet and confer with the Union to review whether the amount should be increased.

8.06 The Employer will reimburse each Deck Officer for the actual cost of a drug test required by law, regulation, employer directive or to maintain his/her license. This shall not apply to pre-hire drug tests nor to testing or screening associated with a drug rehabilitation program.

RULE 9 - OCCUPATIONAL INJURY AND ILLNESS BENEFITS

9.01 Unearned Wages: In the event a Deck Officer becomes ill or is injured while in the service of the Employer's vessel, he/she shall receive wages to the end of the work assignment. During the period of time that an employee is receiving unearned wages for a work related illness or injury, the employee may not receive additional income supplementation by claiming accrued annual leave or medical/sick leave.

~~The State's position is that effective July 1, 2003, AS 09.50.250 established workers' compensation coverage for state-employed seamen and precludes actions brought under the Jones Act, admiralty, or general maritime law. If AS 09.50.250 is successfully challenged or repealed, the State agrees that the provisions of maintenance and cure shall be in full force and effect as provided in Rules 9.02 and 9.03, upon exhaustion of all appeals. If AS 09.50.250 is not successfully challenged or repealed, the provisions of 9.02 and 9.03 shall not apply.~~

~~The Union's position is that any changes to Rule 9 are a subject of collective bargaining. The State has made no attempt to negotiate changes in this Rule, but is simply relying on AS 09.50.250. Additionally, the legislation leading to AS 09.50.250, (attached as Appendix B), specifically references collective bargaining agreements. The Union believes that the Jones Act is still applicable and the new AS 09.50.250, providing workers' compensation coverage, may be considered an additional option under the law and, at the choice of the seaman, would be in addition to all rights as provided for under the Jones Act.~~

~~**9.02 Maintenance** When an employee is entitled to payment of maintenance under the doctrine of maintenance and cure, payment of maintenance shall begin at the end of the period for which unearned wages are payable. Effective July 1, 2000, maintenance shall be paid at the rate of \$70.00 per day.~~

~~**9.03 Cure:** An employee shall submit all bills regarding a work related injury or illness to the State's group health insurance carrier which is funded by the Employer. Any medical costs incurred as a result of the work related injury or illness before the time the employee has reached maximum medical cure that are not provided by the State's group health insurance carrier will be sent to:~~

~~Ward North America
Attn: George Erickson
3330 Arctic Boulevard, Suite 206
Anchorage, AK 99505~~

9.024 Transportation: In the event a Deck Officer becomes ill or is injured while in the service of the vessel, he or she will be furnished

meals, lodging and transportation until returned to his or her change port. This provision shall apply when the Deck Officer is not hospitalized and has notified the Master or the Personnel officer of his or her medical status.

| **9.035** When hospital treatment is required, transportation to and from the hospital will be furnished by the Employer if the Deck Officer becomes ill or needs medical attention while in the service of the vessel and a Master's certification has been issued. Upon release from the hospital, transportation to the Deck Officer's change port shall be provided upon request, provided said transportation is connected to an assignment.

| **9.06-04** Seniority shall accrue while the Deck Officer is paid Worker's Compensation ~~or Maintenance and Cure~~ for the time absent from work, provided the Deck Officer was eligible for dispatch based on his or her seniority.

| **9.057** The Employer shall provide the Union with written notice of all job-related injuries in a timely manner.

RULE 10 - COMPENSATION FOR LOSS OF EFFECTS

10.01 Deck Officers will be reimbursed in cash for the loss of personal effects, instruments and equipment resulting from shipwreck, stranding, sinking, ,burning and collision of the vessel in the amount not to exceed two thousand dollars (\$2,000.00). Each individual must provide the Employer with an itemized list of the individual's losses, including replacement value(s). Reimbursement may be made for items over \$2,000 up to \$5,000 if supported by receipts.

RULE 11 - CASH ALLOWANCE FOR SUBSISTENCE AND QUARTERS

11.01 When the ~~employee-Deck Officer~~ Deck Officer is in work status away from home and quarters are not furnished, the ~~employee-Deck Officer~~ shall be entitled to a quarters allowance of ninety-five dollars (\$95.00) per day between May 16 and September 15 and eighty-five dollars (\$85.00) per day between September 16 and May 15.

In the event that quarters are not available at the contracted quarters allowance rate the Deck Officer shall be reimbursed for necessary receipted expenses for quarters.

11.02 When ~~an-employee~~ a Deck Officer is in work status away from home and meals are not furnished, the Deck Officer~~employee~~ shall be entitled to a meal allowance in accordance with the State Administrative Manual.

RULE 12 - RELIEF TERMINAL

12.01 CHANGE PORTS.

(A) Regularly Assigned Deck Officers. Change ports are Juneau, Ketchikan, Metlakatla, Cordova, Valdez and Homer. Changes in these change ports shall be designated by the Employer. Should the Employer make a change to the usual change port of a given vessel, moving costs or travel expenses will be paid for affected Deck Officers in accordance with Rule 12.07. The Employer will determine on a case by case basis, between paying either moving costs or travel expenses to affected Deck Officers. The senior regularly assigned Deck Officer on the Deck Officers seniority roster, or in the case of a Master, the Masters seniority roster, shall designate the change port for the position, provided that changes in designation pursuant to this Rule shall not result in additional expense to the Employer. However, other communities may also be used as change ports if both regularly assigned Deck Officers covering a position reside in such community or vicinity and when such community is a regular port of call of the Employer's vessels. Regularly assigned Deck Officers shall normally be relieved at the same change port where they began their duties.

(B) Vacation Relief Deck Officers shall designate a preferred change port, either Juneau or Ketchikan.

(C) Regularly Assigned Deck Officers and Vacation Relief Deck Officers assigned to the M/V Tustumena shall have a change port of Homer.

12.02 RELIEF AT OTHER THAN PORT OF ENGAGEMENT. When a Deck Officer is relieved at a port other than the port at which he or she began that particular assignment the Deck Officer is entitled to travel pay and receipted necessary travel expenses to return to the port of engagement.

12.03 TRAVEL BETWEEN REGULAR ASSIGNMENTS. (A) Deck Officers who reside at any port of call of the Employer's vessels other than at their designated change port may "deadhead" aboard said vessels. During such passage the Deck Officer may take meals in the officers' mess without charge.

Berth will be furnished free of charge whenever possible, on a space-available basis, but the Employer shall not be liable for travel and/or other expenses incurred by a Deck Officer traveling to Deck Officer's designated change port by means other than vessels of the System.

(B) When a regularly assigned Deck Officer is entitled to necessary travel expenses (including air fare and ground transport) these expenses will be paid in accordance with the Alaska Administrative Manual. Deck Officers choosing to travel at another time or using means other than that provided by the employer will be reimbursed for receipted expenses up to the dollar amount of the travel that would have been provided by

the employer. All requests for reimbursement must be submitted within sixty (60) days from the Deck Officer's release from the vessel. Travel expenses will not be paid for the portion of travel provided by the employer on its vessels. If a Deck Officer is required to travel on the Employer's vessel and purchase accommodations he/she shall be entitled to reimbursement.

12.04 TRAVEL BETWEEN TEMPORARY ASSIGNMENTS.

When a Regularly Assigned, Vacation Relief or Extra Relief Deck Officer is temporarily assigned duties which involve a crew change or work assignment at other than his or her normal change port, for each and every occasion travel is required the Deck Officer is entitled to travel pay and receipted necessary travel expenses for travel between the normal change port and the temporary change port. For purposes of this Rule, the "normal change port" shall be either Juneau or Ketchikan.

12.05 In no case shall the implementation of a change port other than Juneau or Ketchikan cause the State of Alaska to incur any significant additional expense nor cause any Alaska resident to travel outside the State of Alaska to relieve another Deck Officer.

12.06 (A) TRAVEL PAY. When a Deck Officer is eligible for travel pay as provided elsewhere in this Rule, it shall be computed on the basis of straight-time pay for the actual hours involved in traveling to or from the temporary change port. Deck Officers will receive a minimum of four (4) hours travel pay per each one way trip, except that if more than four (4) hours is claimed, the Deck Officer must submit documentation to support the claim. Deck Officers will receive a maximum of twelve (12) hours travel pay in any twenty-four (24) hour period, regardless of mode of travel involved. For travel to an assignment, travel pay time begins at airline check-in time, when air transportation is used, or at the scheduled departure time of the Employer's vessel, when necessary or directed to travel by vessel. Travel pay to an assignment ends upon arrival at the port of destination, if the assigned vessel is in port. If the vessel is not in port travel pay ends upon arrival of the vessel. For travel after completing an assignment, travel pay time begins at airline check-in time, when air transportation is used, or at the scheduled departure time of the Employer's vessel, when necessary or directed to travel by vessel, and ends upon arrival at the Deck Officer's change port.

(B) Travel Expenses. When it is necessary to await arrival of the vessel, Rule 11, Cash Allowance for Subsistence and Quarters, will apply. Claims for subsistence shall be made on Form 02-027, State of Alaska Travel Authorization. Travel time will apply towards minimum guarantee but shall not be included in straight-time hours in determining when overtime will commence.

12.07 TRANSFER OR CHANGE OF ASSIGNMENT. All additional costs incurred by a transfer or change of assignment at the convenience of, and requested by, a Deck Officer shall not be the responsibility of the Employer. This includes transfers caused by initiation of a bid award. Expenses incurred when a transfer or permanent change of assignment of a Deck Officer is at the direction of and for the convenience of the Employer shall be the responsibility of the Employer. When Deck Officers are permanently transferred for the convenience of, and at the direction of the Employer, other than through the bid process, to Southwest Alaska from the Southeast System (or vice versa), or due to the Employer making a change in change ports, reimbursements for actual moving expenses incurred shall be in accordance with the State travel regulations.

12.08 When a Deck Officer is on an approved vacation and is unexpectedly called back to work, he or she will be reimbursed for any additional expenses incurred by the Deck Officer and travel time to return as a result of the early return to work shall be considered time worked. In order to be compensated under this section the call back must be directed by the Commissioner of Department of Transportation and Public Facilities prior to the Deck Officer incurring additional expenses. The Deck Officer shall submit documentation to support the additional expenses claimed. If the Deck Officer undertakes return travel after completing the assignment to which called back, he or she shall be compensated for any additional transportation expenses to return to the original point of call. Travel time to return shall also be considered time worked.

12.09 Upon initial hire and/or termination, the Deck Officer shall be entitled to one-way air transportation between his or her port of original hire and change port. This shall include excess baggage allowance for necessary items of clothing, uniforms, and navigational equipment required for assigned duties, but not to exceed a total cost of five hundred dollars (\$500.00).

12.10 When a Deck Officer whose residence is other than the State of Alaska, and moves his or her legal residence within the State of Alaska, then the Deck Officer will be entitled to reimbursement for moving expenses in accordance with the State Administrative Manual. Such changes of residence must occur within three (3) years of the Deck Officer's initial bid award unless required by the Employer.

RULE 13 - VISITATION

13.01 Prior to conducting Union Business, Authorized representatives of the Union shall sign in and receive a visitor's pass then notify the Master or the deck officer on watch before being allowed to go on the Employer's property and on board vessels while in port covered by this Agreement. Trip passes for traveling aboard the vessel shall be issued by the General Manager or designee upon request. The Union agrees that the Employer is absolved from all claims resulting from any accident involving such representatives while on the property or on board vessels of the Employer. No individual or group of Deck Officers will be interrupted in their work.

RULE 14 - SETTLEMENT OF DISPUTES

14.01 If a difference or dispute arises over the correct interpretation or application of this agreement between the Union or the Deck Officers covered herein and the Employer, the Union or the aggrieved Deck Officer(s) shall use the following procedure as the sole means of settling said controversy:

STEP ONE: An aggrieved Deck Officer shall first attempt to settle the complaint or grievance through discussion with the Port Captain.

Failing to resolve the dispute, the Deck Officer shall reduce the grievance to writing and submit it to the Union as soon as possible. Settlements reached at this step shall be consistent with the provisions of this contract and with policies and regulations of the Employer. As an exception to the above, any dispute by a Deck Officer alleging an error in his or her paycheck shall be initiated by filing a Notice of Pay Problem with the Employer, who shall then respond to the Deck Officer in writing within fifteen (15) working days.

STEP TWO: If a dispute is unresolved at Step One the grievance must be presented in writing by the Union to the System General Manager, Alaska Marine Highway System, within fifteen (15) working days after the response in Step One is due or received, whichever is the earliest. The Union may enter general grievances at this step without having to utilize Step One. The System General Manager, Alaska Marine Highway System, may arrange a hearing in the dispute, but in any event shall render a decision in writing within fifteen (15) working days from receipt of the Step Two filing.

STEP THREE: If a dispute over the correct interpretation or application of this Agreement is not resolved at Step Two, the Union may appeal the dispute in writing to the Commissioner of the Department of Transportation and Public Facilities within fifteen (15) working days after the Step Two decision is due or received, whichever is earlier. The Commissioner of the Department of Transportation and Public Facilities or designee shall respond in writing to the Union within fifteen (15) working days after receipt of the appeal.

STEP FOUR: In the event a grievance which has been considered in Step Three is not resolved at Step Three, the Union may appeal it in writing to the Commissioner of the Department of Administration within fifteen (15) working days after the response from Step Three is due or received, whichever is earlier. The Commissioner of the Department of Administration or designee shall respond in writing to the Union within fifteen (15) working days after receipt of the appeal.

STEP FIVE: If a dispute over the correct interpretation or application of this Agreement remains unresolved after being timely processed through the preceding steps, it shall proceed to binding arbitration if either party

so requests by written notice to the other party within forty-five (45) calendar days after the date of the response of the Commissioner of the Department of Administration required under Step Four. Such request shall specify which Rule or Rules are alleged to have been violated.

14.02 Within thirty (30) days after the signing of this Agreement the Employer and the Union shall jointly request from the Federal Mediation and Conciliation Service the names of seven (7) qualified arbitrators. Thereafter, on each occasion requiring an arbitrator, the parties will promptly select the arbitrator by alternately striking names from the list until only one name remains. The party requesting arbitration shall strike the first name. The last name remaining on the list shall be the arbitrator, and arbitration shall commence on a date to be selected by Agreement of the arbitrator and the parties. The arbitrator shall issue a decision and award in writing within thirty (30) calendar days after the close of the hearing, which decision and award shall be final and binding on each of the parties. The arbitrator shall have no authority to rule contrary to, amend, add to, subtract from or eliminate any of the terms of this Agreement. The arbitrator shall have the power to return a grievant to employee status with or without restoration of back pay or mitigate the penalty as equity suggests under the facts. Should either party fail or refuse to abide by the decision of the arbitrator, the other party shall be free to petition to the Labor Relations Agency for enforcement of the agreement.

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ALB

14.03 In any arbitration proceeding held pursuant to this Rule the 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.

14.04 (A) To qualify for consideration under the grievance procedure set forth in this Rule, any dispute must be brought to the attention of the Employer through the Union in writing within thirty (30) calendar days of the occurrence of the disputed action, or of the date the Deck Officer is made aware of the action, whichever is later.

(B) The appeal of a dismissal, demotion, or suspension must be brought to the attention of the Employer through the Union in writing within fifteen (15) working days of the date the Deck Officer is notified of the action. Any grievance resulting from the dismissal, demotion or suspension of a Deck Officer who has, at the time of the disputed action, established seniority pursuant to Rule 26 of this Agreement shall be entered into the procedure at Step Two.

(C) Prior to using the grievance procedure, pay complaints must first be submitted on forms provided by the Employer entitled Employee Notice

of Pay Problem (NOPP) within thirty (30) calendar days after the issue date of the pay warrant in question. It shall be the ~~employee's~~ Deck Officer's responsibility to complete the form with full details of the complaint and to insure that the Union receives a copy of the NOPP. The Employer shall respond within fifteen (15) working days from the Employer's receipt of the NOPP and a copy of the response shall be sent to the Union. Should the response not be satisfactory to the ~~employee~~ Deck Officer and the Union, a grievance must be entered at Step Two under Rule 14.01 within fifteen (15) calendar days after the NOPP response is due or received, whichever is earlier.

14.05 Written grievances at Steps One through Four shall be processed on forms provided by the Employer and shall, at all levels of the grievance procedure, cite specific rules alleged to have been violated, and shall contain, as a minimum, sufficient information to determine the issues and relief sought. All time limits expressed herein may be extended by mutual Agreement of the parties, but it is understood that time is of the essence and that grievances not timely appealed are considered moot.

14.06 COMPLAINT PROCEDURE

A complaint is defined as: the appeal of the discharge or discipline of a probationary employee who has not established seniority as a Deck Officer. The following shall be the sole means for settling complaints.

(A) A complaint must be brought to the attention of the Employer consistent with the procedures set forth in this Rule within thirty (30) calendar days of the effective date of the action or inaction or the date the ~~employee-Deck Officer~~ Deck Officer is made aware of the action or inaction, ~~which~~ whichever is later.

(B) Date of receipt of a complaint or response shall be either seven (7) calendar days following date of postmark or the date of a signed verification of receipt.

Allotted time frames may be extended by mutual agreement.

(C) Complaints shall be processed on forms provided by the Employer and agreed to by the Union.

(D) The complaint will state the facts from which it arises, the rules, procedures, or conditions which should be considered and the remedy. Adjustments to complaints shall not conflict with this Agreement or applicable written policies, laws or regulations.

(E) Appeals shall be in writing with a copy of the original complaint attached.

(F) STEPS IN THE COMPLAINT PROCEDURE

STEP ONE: Complaints will be presented on the provided forms by the Union to the AMHS System General Manager. The System General Manager shall respond in writing to the Union within ten (10) working days from receipt of the Step One complaint.

STEP TWO: Failing to resolve the complaint at Step One, the Union may appeal the complaint to the Commissioner of Transportation and Public Facilities within ten (10) working days after the response from the System General Manager is due or received, whichever is earlier. The Commissioner of Transportation and Public Facilities shall respond in writing within ten (10) working days from the receipt of the Step Two filing.

STEP THREE: If the complaint is unresolved at Step Two, the Union may appeal the complaint to the Commissioner of Administration within ten (10) working days after the response at Step Two is due or received, whichever is earlier. The Commissioner of Administration shall respond in writing within fifteen (15) working days from the receipt of the Step Three filing.

The decision of the Commissioner of Administration is final and shall settle the matter.

14.07 There shall be no strikes, lockouts, sympathy strikes, slow-downs or stoppages of work during the term of this Agreement, it being the intent of the Employer and the Union that all disputes be settled in accordance with the provisions of this Agreement. Notwithstanding this, however, no Deck Officer working under this Agreement shall be required to board any vessel of the Employer which is being picketed by any union in connection with a lawful primary strike sanctioned by the Vice President of the International Organization of Masters, Mates and Pilots, Pacific Maritime Region.

RULE 15 - WORKING CONDITIONS

15.01 The Employer will furnish without cost to each Deck Officer holding U.S. Coast Guard licenses an insurance policy providing for Loss of License Indemnity for service aboard an AMHS vessel. The Employer will notify the Deck Officer in writing when said coverage is initially provided or renewed. Upon renewal, the Employer will provide the Union a list of Deck Officers who had coverage renewed or initially provided.

15.02 LEGAL INDEMNIFICATION.

Upon request, the Employer agrees to provide for the legal defense of a Deck Officer in any civil action brought against the Deck Officer as the result of the Deck Officer's performance of, or failure to perform, his or her duties, and to indemnify and hold harmless such Deck Officer from any judgment levied against him or her in any such civil action, subject to the following conditions:

If the Employer determines that the Deck Officer is guilty of willful misconduct, the Employer shall notify the Deck Officer of this determination. The Deck Officer may then obtain legal representation of his or her choosing and at his or her expense, and may bring the Employer into the action as third-party defendant.

If it is determined by the court that the Deck Officer is not guilty of willful misconduct, the Employer shall indemnify the Deck Officer for all costs and for actual attorney's fees stemming from the action, as well as for any judgment rendered against the Deck Officer. If it is determined by the court that the Deck Officer is guilty of willful misconduct, the Deck Officer shall bear the costs and attorney's fees, as well as any judgment rendered against the Deck Officer.

The Deck Officer must request, in writing and within ten (10) days of the service of the Summons and Complaint on the Deck Officer, that the Employer provide the legal defense services available under this rule. The submission date of the Deck Officer's request shall be established by its postmark, and a failure to submit a written request within the required ten (10) days shall relieve the Employer of any obligation under this rule. The Employer shall select which attorney will represent the Deck Officer, and if the Deck Officer objects to the attorney selected by the Employer, he or she may obtain another attorney, at personal expense.

15.03 (A) Effective July 1, 2011, the employer agrees to participate in the Masters, Mates and Pilots Maritime Advancement, Training, Education and Safety (MATES) Program. For this purpose, the Employer agrees to pay the Masters, Mates and Pilots nine dollars (\$9.00) per working day for each Deck Officer employed by the AMHS. Effective July 1, 2012, the Employer agrees to increase the amount to nine dollars and twenty-seven

cents (\$9.27) per working day. Effective July 1, 2012, the Employer agrees to increase the amount to nine dollars and twenty-seven cents (\$9.55) per working day. Payment under this Rule shall be made to the MM&P on a monthly basis. 09, the Employer agrees to pay the Masters, Mates and Pilots a sum of \$124,800 intended for the Deck Officers of the AMHS to obtain training that has received the prior approval of the General Manager or their designee. Effective July 1, 2010, the Employer agrees to increase the amount to \$129,792. Deck Officers shall be responsible for their own transportation and will not be paid wages during training.

(B) Each year the Employer retains the right to determine the Deck Officers that will attend a Mate to Chief Mate/Master Program and the choice will not be subject to the grievance procedure. The Peer Review Committee will provide recommendations as to which Deck Officers they believe should be selected for training. Deck Officers selected to participate in the Program will be required to sign a training reimbursement agreement prior to attending the Program. For Deck Officers enrolled in the Mate to Chief Mate/Master Program, and subject to the approval of the General Manager, reimbursement will be made for necessary transportation to the training facility, up to two times for each series of courses in the Program, and the Deck Officer will be paid eight and four tenths hours per day for each day spent in training. Nothing precludes a Deck Officer from attending the Mate to Chief Mate/Master Program under the terms of 15.03(A) on their own time.

(C) Reimbursement will be made for all or part of costs incurred, including necessary transportation and per diem in accordance with the Alaska Administrative Manual, for training or education required for license renewal or maintenance provided that the training or education has prior written approval of the Port Captain and the Employer determines that fiscal resources for training and education are available.

Training or education shall normally be scheduled for vacation or "A" day periods. Upon successful completion, the employee's accrued vacation shall be reimbursed for each day spent in actual instruction and in necessary travel. Courses extending more than one work week are subject to cooperative Employer-employee financial and vacation arrangements, which may include the reimbursement of accrued vacation beyond seven (7) days, when approved by the Employer. The Employer's prior written approval shall specify the reimbursement, pay and leave terms and amounts.

The Port Captain in concert with Deck Officers or their representative shall develop an annual training schedule. Reimbursement for training and education for purposes other than license renewal may be approved by the System General Manager upon his finding that such training is in

the interest of the Employer and determination that the necessary fiscal resources are available.

15.04 Upon approval by the Operations Manager, Alaska Marine Highway System, Deck Officers shall be allowed to attend, any Employer-approved course of instruction involving fire fighting and/or emergency medical treatment.

RULE 16 - SHIPYARD AND TERMINAL WORK

16.01 When vessels are tied up and watches are broken, such as at a shipyard or tie up terminal, those Deck Officers assigned to remain on the vessel shall ~~work a forty two (42) hour workweek, consisting of five (5) consecutive eight and four tenths (8.4) hour days and two (2) consecutive days off.~~ continue to follow regular workweeks and workdays in accordance with 19.01. Rule 18.02 shall also apply. The change in work schedules from ship's watch time to shipyard or tie-up time shall occur at the nearest noon or midnight that the vessel leaves or enters service. During such periods, minimum guarantee as provided for in Rule 25 shall apply.

16.02 When changing from shipyard workweeks to running time workweeks, the hours concerned shall be combined only for the purpose of establishing minimum pay requirements within the regular pay period. ~~Upon leaving shipyard or tie up status, overtime for sea time shall commence after completion of the regular seven (7) day, eighty four (84) hour workweek.~~

16.03 When a vessel is in maintenance/layup status, the Employer shall determine crew requirements. During all times a vessel is in layup or in a shipyard, the Master shall be the first crew member assigned and the last crew member removed, however the Employer may assign a Master or a Master and Mate(s) to a vessel and provide off vessel housing. If unlicensed crew are assigned to the vessel an additional appropriate level of Deck Officers shall be assigned to the vessel.

~~16.04 Any hours worked in excess of the workweek described in 16.01 shall be paid at the overtime rate.~~

RULE 17 - PAY PLAN

17.01(A) The pay rates listed below reflect the pay rates in effect on June 30, 2011 and shall remain in effect for the duration of this agreement.
~~5% wage increase that became effective July 1, 2009.~~

JOB CLASSIFICATION	MONTHLY 182 Hours	BI MONTHLY 84 Hours	DAILY 12 Hours	STRAIGHT TIME HOURLY	OVERTIME HOURLY
MASTER/Vacation Relief Master (Hourly rate includes base pay, Masters pay of \$248.67	\$8359.26	\$3858.12	\$551.16	\$45.93	\$68.90
PILOT	\$6755.84	\$3118.08	\$445.44	\$37.12	\$55.68
CHIEF MATE/Vacation Relief C/M	\$7023.38	\$3241.56	\$463.08	\$38.59	\$57.89
NON WATCH STANDING					
CHIEF MATE	\$	\$	\$	\$34.41	\$51.62
WATCH STANDING					
SECOND MATE	\$5849.48	\$2699.76	\$385.68	\$32.14	\$48.21
THIRD MATE	\$5849.48	\$2699.76	\$385.68	\$32.14	\$48.21
THIRD MATE (TRAINEE)	\$5489.12	\$2533.44	\$361.92	\$30.16	\$45.24

~~Employees in pay status during the month of July 2008 or on leave without pay status that has been approved by the Employer will receive a one-time lump sum payment of \$2381.00. Deck officers working in the positions of Chief Mate on the MV LeConte and the MV Aurora shall be ineligible for daily overtime.~~

~~The base salary, in effect on June 30, 2010, shall increase by four percent (4%) effective July 1, 2010.~~

If the legislature should fail to fund the provisions of 17.01 A - D above, the parties will immediately re-enter negotiations pursuant to as 23.40.070 - 260.

If an agreement is not reached within ten (10) working days thereafter, the parties shall be at impasse and both sides shall be free to take actions in accordance with as 23.40.070 - 260.

(B) COST-OF-LIVING DIFFERENTIAL FOR ALASKA RESIDENTS Pursuant to AS 23.40.210, in addition to the basic wage schedule provided in Rule 17.01(A) above, those Deck Officers who are residents of

Alaska shall receive a cost-of-living differential for each pay period that they are in pay status, according to the following schedule:

<u>Job Classification</u>	<u>Per Two Week Pay Period</u>
Master	\$664.40
Pilot	559.19
Chief Mate	552.64
Second and Third Mates	483.78
Third Mate --Trainee	453.80

17.01 [B] [2] The standard for qualification for COLD throughout the life of this contract shall be the standard which was in effect for qualification for COLD under the prior contract, unless those standards are modified by mutual agreement of the Employer and the Union.

17.02 It is agreed that the cost-of-living differential between Alaska and Seattle which is referred to in AS 23.40.210 shall be a mandatory subject for collective bargaining and shall not be changed, modified, adjusted, re-determined, or altered in any way by the State of Alaska unilaterally; and no change shall be made without the consent and Agreement of the Union.

Cost of Living Differential (COLD) payments are a geographical differential which reflects the difference in the cost of living in Alaska and Seattle, Washington.

An employee establishes eligibility for COLD payments by establishing and maintaining his or her primary place of abode within the State.

Proof of eligibility for COLD payments must be filed annually on a form provided by the AMHS. The Employer may require an employee to provide additional documentation to support claims of eligibility for COLD payments. It shall be the employee's obligation to notify the Employer when he or she relocates his or her principal place of abode in a manner which affects eligibility for COLD.

~~**17.03** A Deck Officer who establishes eligibility for vacation under Rule 23.01(B) will, seven (7) years after establishing such eligibility, begin receiving an annual lump sum payment equal to eighty four (84) times the Deck Officer's straight time hourly rate.~~

17.04 "A" Day Pay. All Deck Officers who achieve seniority in accordance with Rule 26.01, will receive a payment of \$57.86 per pay period that they are in pay status. This payment is for the elimination of "A" days.

17.045 Payroll Procedures

- (A) Paychecks received at the Marine Highway office shall be considered timely if received by 12:00 midnight on payday.
- (B) Mailed paychecks shall be considered timely if postmarked three days prior to payday. If the Employer must stop payment and reissue a check, the check shall be considered timely if mailed or delivered within four (4) days of Employer receipt of an Employee Notice of Pay problem form.
- (C) If the employee who elects to receive a paycheck at home or at work does not receive the paycheck on payday or within four (4) days of the close of business on payday, the employee shall be entitled to penalty pay of forty dollars (\$40.00) for every day thereafter that the check is late, provided the employee files notice with the Employer within the next regular day of business on forms provided by the Employer. The Employer shall provide an adequate supply of forms to each vessel and all terminal offices. Failure to provide notice to the Employer within the specified time period will forfeit claim for penalty pay until such notice is given. Employees who have their checks mailed to their banks shall be entitled to penalty pay only from the date of written complaint to the Employer.
- (D) Pay Shortages. Pay shortages shall be paid after receipt and verification of the employee's complaint in accordance with Section C above, and no later than fifteen (15) working days after verification of a written complaint submitted on forms provided by the State. If not paid within the prescribed period, the penalties set forth in Section C above shall apply for any verified pay shortages greater than two hundred dollars (\$200.00). Shortages of less than two hundred dollars (\$200.00) shall be paid on the next regular payday and no penalty pay shall be paid.
- No payment of penalty pay on a single claim shall exceed forty dollars (\$40.00) per day or total more than four hundred dollars (\$400.00).
- (E) The parties agree that if a new program becomes available to the State where paychecks are no longer mailed (because of mandatory direct deposit), then the language regarding the mailing of paychecks in this section is no longer valid.



Official Business

Alaska State Legislature

House of Representatives


Office of the Chief Clerk

State Capitol, Room 202
Juneau, AK 99801-1182
Phone: (907) 465-3725
Fax: (907) 465-5334

MEMORANDUM

Date: March 21, 2011

To: Representative Stoltze, Co-chair
Representative Thomas, Co-chair
Finance Committee

From: Suzi Lowell 
Chief Clerk

Subject: Monetary Terms of Agreement between the State and AVTECTA

The attached monetary terms of the collective bargaining agreement between the State and the Alaska Vocational Technical Center Teachers' Association was referred to the Finance Committee during floor session today.

Attachment:

STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

BECKY HULTBERG, COMMISSIONER

Sean Parnell, Governor

*P.O. BOX 110200
JUNEAU, ALASKA 99811-0200
PHONE: (907) 465-2200
FAX: (907) 465-2135*

March 18, 2011

The Honorable Mike Chenault
Speaker of the House
Alaska State Capitol
Juneau Alaska 99801-1182

Dear Speaker Chenault:

Please accept this as my report of monetary terms required by the Public Employees Relations Act (AS 23.40.070-260). By copy of my memorandum to Karen Rehfeld, Director of the Office of Management and Budget (enclosed), this is my report of the monetary terms of the collective bargaining agreement reached between the State and Alaska Vocational Technical center Teachers' Association. The monetary terms of this agreement are submitted to the Legislature for approval pursuant to AS 23.40.215. I respectfully request and encourage that the Legislature approve the monetary terms of this agreement pursuant to AS 23.40.215(b).

Please do not hesitate to contact me or my staff with your questions and information requests.

Sincerely,


Becky Hultberg

Enclosure

CC: Karen Rehfeld, Director of the Office of Management and Budget

MEMORANDUM
Department of Administration
Office of the Commissioner

State of Alaska

To: Karen Rehfeld, Director
Office of Management and Budget
Office of the Governor

Date: March 18, 2011

From: Becky Hultberg 
Commissioner

Phone: 465-2200

Subject: Monetary terms of the July 1, 2011 to June 30, 2014,
Collective Bargaining Agreement between the State and the Alaska
Vocational Technical Center Teachers' Association

The Administration has concluded negotiations with the Alaska Vocational Technical Center Teachers' Association (AVTECTA). If approved by the Legislature the monetary terms of this agreement become effective July 1, 2011 and remain in effect through June 30, 2014.

I. Terms Requiring Appropriation.

Current Legislative session

Effective July 1, 2011, the employer health premium contribution shall increase by an amount not exceeding that necessary to fund coverage under the "Select Benefits Economy Medical/Audio/Rx/Dental Plan." This amounts to an increase of \$162.00 per member, per month.

Effective July 1, 2011, the wage schedule in effect on July 1, 2010, shall increase by two percent (2%).

Future Legislative sessions

Effective July 1, 2012, the employer health premium contribution shall increase by an amount not exceeding that necessary to fund coverage under the "Select Benefits Economy Medical/Audio/Rx/Dental Plan."

Effective July 1, 2012, the wage schedule in effect on July 1, 2011, shall increase by two percent (2%).

Effective July 1, 2013, the employer health premium contribution shall increase by an amount not exceeding that necessary to fund coverage under the "Select Benefits Economy Medical/Audio/Rx/Dental Plan."

Effective July 1, 2013, the wage schedule in effect on July 1, 2012, shall increase by one percent (1%).

II. Change in State Revenues.

No term of this agreement would result in a change to State revenues.

III. Change in Productive Work Hours.

There is no change in productive work hours.

IV. Terms addressing employee compensation, not requiring appropriation.

There are no new terms addressing compensation and not requiring appropriation.

This report of monetary terms is consistent with the requirements of the Public Employment Relations act. Please forward these monetary terms to the Legislature in accordance with AS 23.40.215.

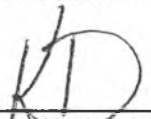
Cc: Click Bishop, Commissioner,
Department of Labor

Guy Bell, Director, Division of Administrative Services,
Department of Labor

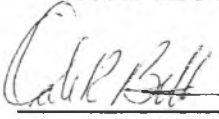
Kim Garner, Director
Division of Finance

Nicki Neal, Director
Division of Personnel and Labor Relations

TA State of Alaska


03/17/2011

TA AVTECTA


02/17/2011

March 17, 2011 Negotiations

AVTECTA proposal:

Article 3-Association Security. Propose book language for Article 3.

Article 18 -Health and Safety. Propose book language for Article 18

Article 19-Salary. Propose monetary increase over three year period in Section 2, and small changes to Section 4 and Section 6.

Article 20 -Leave. Propose changes to section A, and section D (See below)

Article 21-Holidays. Propose book language

Article 23-Sabbatical Propose book language

Article 28-Professional Development. Propose book language

Article 37-Duration. Propose Duration of three years (effective July 1,201 1 and remain in effect through June 30,2014), book language on Section A and B and establish date to open successor negotiations.

ARTICLE 19 SALARY

Section 1: Pay

Bargaining unit members shall be compensated for each workday based on the appropriate daily rate of pay from the salary schedule below. The total number of compensated days shall include one (1) preparation day without students for every twenty (20) days of instruction of six (6) hours or more. Bargaining unit members working in the current school year shall be notified of the number of workdays for the next school year no later than June 16 if there is sufficient work or money to continue employment for the next school year.

ARTICLE 3 ASSOCIATION SECURITY

Section 1: Agency Shop

The Association owes the same responsibility of representation to all AVTECTA/NEA bargaining unit members without respect to membership in the association.

The following shall be a condition of employment: 1) Membership in the organization which represents the unit on or after the 30th day following the beginning of employment or on the effective date of the agreement, which ever is later; or 2) payment by the employee to the exclusive bargaining agent of a service fee to reimburse the exclusive bargaining agent for the expense of representing the members of the bargaining unit.

Section 2: Noncompliance

Upon written demand of the Association to the Director of the Division of Personnel and Labor Relations, any bargaining unit member who has been employed for more that thirty (30) calendar days and who is not in compliance with the provisions of this Article shall be dismissed by the Employer. Dismissal shall become effective within thirty (30) calendar days after receipt of the aforesaid demand to the Employer by the Association. All requests by the Association for dismissal of any bargaining unit member for failure to comply with this provision shall be in writing.

Section 3: Payroll Deductions

A. Checkoff.

Upon receipt by the Employer of a checkoff authorization dated and executed by the bargaining unit member that includes the bargaining unit member's social security number, the Employer shall each pay period deduct from the bargaining unit member's wages the amount of the Association membership dues or agency fee owed for that month. The Employer will forward the monies so deducted to the Association together with a list of bargaining unit members from whose wages such monies were deducted not later than ten (10) days after deduction. The Employer shall deduct from a bargaining unit member's wages only that amount of money that the Association has certified in writing is the amount of semi-monthly dues or agency fees.

B. The AVTECTA/NEA President shall notify the Director of the Division of Finance in writing of any increase or decrease in authorized dues or agency fees at least thirty (30) calendar days prior to the effective date of the rate changes.

Section 4: Employer Indemnification

The Association shall defend, indemnify, and save the Employer harmless against any and all claims, demands, suits, grievances, or other liability (including attorney's fees incurred by the Employer) that arise out of or by reason of actions taken by the Employer pursuant to this article, except those actions caused by the Employer's negligence.

Section 5: Notification

At the time of job offer, the candidate will be apprised by the Employer that s/he works under a collective bargaining agreement. If the candidate has access to the Seward Business Office, a copy of the contract provided by the Association will be given to the new hire. In the event the new hire is not in the Seward area until the beginning of the school year, s/he may be apprised of the location where s/he can access a current copy of the contract. This will include providing the website address for the State of Alaska, Department of Administration, Division of Personnel and Labor Relations and/or a contact number for an AVTECTA member.

The Employer shall direct all new hires in the bargaining unit to the Association for sign-up purposes.

ARTICLE 18 HEALTH AND SAFETY

Section 1: Life Insurance

The Employer shall insure the life of every Bargaining Unit Member in the principal amount of two thousand dollars (\$2,000.00).

Section 2: Travel and Accident Insurance

The Employer shall insure the life of every bargaining unit member against accidental death while the bargaining unit member is traveling within the scope of his/her State employment in the amount of one hundred thousand dollars (\$100,000.00).

Section 3: Health Insurance

A. Employer-Sponsored Health Insurance Plan

The Employer will continue to provide a policy of group insurance, generally referred to as the Commissioner's Plan under AS 39.30.090, covering full time bargaining unit members, their spouses, and eligible dependents.

Effective July 1, each year this agreement is in effect, the Employer's health insurance premium contribution will increase by the amount of money, for all employees, that is necessary to fund comparable coverage under the "Select Benefits Economy Medical / Audio / RX / Dental Plan".

The eligibility of bargaining unit members and their dependents for coverage and the precise benefits to be provided shall be as set forth in the insurance contract(s) entered into by the State of Alaska for that purpose. Coverage for permanent bargaining unit members, who work less than full time, is also defined in the insurance plan booklet.

The Employer shall provide written notice to the Association of changes to the level of health insurance benefits at least ninety (90) days prior to implementation. Implementation of changes will be based on the plan year.

The Employer's responsibility under this section is limited to the payment of necessary contributions required to purchase the insurance coverage. The Employer has no liability for the failure or refusal of the insurance carrier to honor a bargaining unit member's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances shall the Employer be responsible for paying any health insurance benefits directly to a bargaining unit member. Disputes regarding individual claims shall be adjudicated solely through the procedures provided by the insurance carrier, except that an allegation that the Employer has failed to pay the required premium may be subject to the grievance procedure set out at Article 15 of this Agreement.

The Employer expressly waives its right to require the Association to bargain collectively and the Association expressly waives its right to require the Employer to bargain collectively over all matters relating to the provision of a group health insurance plan established pursuant to AS 39.30.090.

ARTICLE 19 SALARY

Section 1: Pay

Bargaining unit members shall be compensated for each workday based on the appropriate daily rate of pay from the salary schedule below. The total number of compensated days shall include one (1) preparation day without students for every twenty (20) days of instruction of six (6) hours or more. Bargaining unit members working in the current school year shall be notified of the number of workdays for the next school year no later than June 16 if there is sufficient work or money to continue employment for the next school year.

Section 2: Salary Schedule

- A. Effective July 1, 2008, the salary schedule shall be revised and consist of four (4) columns and eighteen (18) steps including an overall increase of 3%.
- B. Effective July 1, 2009, the salary schedule in effect July 1, 2008 shall be increased by 2.5%.
- C. Effective July 1, 2010, the salary schedule in effect July 1, 2009 shall be increased by 2.5%.

The salary schedules below reflect the above referenced salary increases and other agreed upon modifications.

Section 2: Salary Schedule

A. Effective July 1, ~~2008~~2011, the salary schedule in effect July 1 2010 shall be increased by 32% ~~revised and consist of four (4) columns and eighteen (18) steps including an overall increase of 3%.~~

B. Effective July 1, ~~2009~~2012, the salary schedule in effect July 1, ~~2008~~2011 shall be increased by 2.5%.

C. Effective July 1, ~~2010~~2013, the salary schedule in effect July 1, ~~2009~~2012 shall be increased by 12.5%.

The salary schedules below reflect the above referenced salary increases and other agreed upon modifications.

Section 3: Initial Placement

Initial placement on the salary schedule will be based on the following guidelines. Administration has the option of advanced placement of up to five (5) steps in consideration of industry credentials and or teaching experience. Determination of qualifying credentials and experience is the responsibility of the Instructional Administrator. Advance placement beyond five (5) steps must have prior approval from the Director of Personnel. Experience and education must be related to assigned subject area to be considered for initial placement. Experience must be journey-level or equivalent.

Column 1 Minimum of 5 years, or
Bachelors degree

Column 2 Minimum of 10 years, or
Associates degree plus 5 years, or
Masters degree

Column 3 Associates degree plus 10 years, or
Bachelors degree plus 5 years, or
PhD

Column 4 Bachelors degree plus 10 years, or
Masters degree or higher plus 5 years

A current bargaining unit member who has completed their probationary period as defined in Article 10, section 3 and who separates in good standing while holding a permanent appointment may be reappointed without recruitment or examination in the instructor job class provided that the reappointment takes place within two (2) years for the bargaining units member's date of separation and provided they are not retired under TRS or PERS. ~~Eligible Members who are retired under the TRS or PERS systems may be reappointed pursuant to HB 161 with a showing of a competitive hire process.~~

If an employee eligible for rehire is reappointed, the appointing authority may make the appointment at the same step in the salary range occupied before the separation provided that the reappointment occurs within two (2) years.

Section 4: Advancement

Step advancement will be based on evaluation that reflects performance of greater value to AVTEC and overall satisfactory performance as determined by the Employer in an annual evaluation. Administration may grant additional merit step advancement for exceptional performance.

Column advancement is based on the bargaining unit member achieving initial placement criteria for a specific range, or attainment of sufficient professional development credits. Achieving twenty-one (21) credits on an approved professional development plan will qualify for movement up one column within the established salary schedule. All credits must be earned after initial employment and after each column advancement. NOTE: ~~Advancement beyond Column 2 will require a minimum of an Associate degree. Upon implementation of Column 5, advancement beyond Column 3 will require a minimum of an Associate degree.~~

For the purposes of movement across the salary schedule, a credit shall be defined as either:

A. One (1) university semester credit, or;

B. ~~Advanced vocational~~ training directly related to the assigned instructional area. To qualify for credits in this provision, the course must be pre-approved by an administrator and additional course work in addition to the training program may be required. The number of credits earned for such training shall be roughly equivalent to the formula used to determine university credit. (15 hours of classroom instruction or 45 hours of externship, shop instruction, or the equivalent shall equal one (1) credit).

Section 5: Department Head Pay

Department head status is an assignment of instructional supervisory and management responsibility from administration. Administration has sole authority to assign or remove department head duties.

1. A teacher or instructor with a regular daily instructional assignment and assigned department head duties shall receive additional compensation equivalent to one step (3.7%) higher than their normal step placement, and will be paid for five (5) additional work days.

2. If the department head is responsible for supervising a combination of five (5) or more teachers or instructors and others employed by the State and has a full-time instructional assignment, s/he shall receive additional compensation equivalent to

one step (3.7%) higher than his or her normal step placement, and will be paid for ten (10) additional work days.

Section 6: Notification of Salary Change Eligibility

~~Bargaining unit members shall submit a request for advanced column placement in writing with applicable documentation to the Instructional Administrator. The Instructional Administrator will review the request and determine eligibility within ten (10) working days. Bargaining unit members eligible for advanced column placement shall be placed in the appropriate column the first day of the pay period following a determination of eligibility.~~

To be considered for column advancement bargaining unit members must submit a request for advanced column placement in writing with applicable documentation to the deputy director. In order to meet the responsibility in forecasting budget requirements of AVTEC, requests for advancement must be submitted no later than April 1 to be considered for the coming fiscal year. Bargaining unit members must either submit a letter requesting column advancement with appropriate supporting documentation or a letter of intent with an estimated date that the bargaining unit member will complete advancement requirements during the next fiscal year. Once the bargaining unit member has provided all the required documentation to support column advancement, the deputy director will review the request and determine eligibility within ten (10) working days. Bargaining unit members approved for column advancement will be placed in the appropriate column the first day of the pay period of the new fiscal year or the first day of the pay period following approval of advancement, whichever is applicable. If for any reason the member is unable to meet the goal set in the letter of intent, the member should retract their intention in writing to the Deputy Director and if applicable submit a new letter for the next fiscal year.

Section 7: Professional Development Plan

Professional development plans will be prepared for bargaining unit members wishing advanced column placement and who are not enrolled in a degree program. The plans are for the purpose of professional advancement that results in services being of greater value and accomplishing the goals of AVTEC. The teacher or instructor and their department head will develop professional development plans jointly. All professional development plans will be approved by the Instructional Administrator and the Director and will not be unreasonably denied.

Section 8: Workday

Bargaining unit members at AVTEC are not entitled to overtime pay. Instructional programs, where feasible, will be designed to be delivered within a 7.5 hour day, five (5) day week. If a bargaining unit member is assigned by the administration to perform additional instructional duties beyond those normal to the assigned position, the member will be compensated. Duties normal to the position shall include those tasks the member would be required to perform for the effective delivery of the assigned vocational program. It is recognized that it is not the intent of the parties to extend the normal workday or week through the assignment of unrelated duties. Members will not be required by the administration to perform activities beyond the normal instructional assignment without compensation. Such compensation may be made by adjusting the workweek or by increasing the number of compensated work days. This compensation will be made at the member's (then) current daily rate. The amount and type of compensation shall be agreed upon by an administrator and the member prior to the performance of the activity.

Section 9: Preparation Time

One-half (1/2) hour of compensated preparation time will be allowed for each day a teacher or instructor performs instructional duties for a minimum of seven (7) hours. It is understood that there may exist unique circumstances where preparation time may be cumulative toward additional compensated workdays that must be mutually agreed upon between the teacher or instructor and an administrator at the discretion of the employer.

Preparation days (per Article 19, Section 1) shall be independent of mandatory in service or professional development activities.

Section 10: Pay procedures

1. The annual pay for bargaining unit members will be computed by multiplying the appropriate daily rate times the number of paid days. Salary will be distributed over twenty-four (24) semi-monthly pay periods to ensure year round insurance coverage. However, upon initial hire, a member's salary will be distributed equally over the pay periods remaining in the school year ending June 30.
2. The Employer agrees that payday shall be semi-monthly and shall be paid on the fifteenth (15th) and on the last day of each month. If the bargaining unit member's payday falls on a Saturday, Sunday or holiday, then the last working day before said Saturday, Sunday or holiday shall be considered payday.
3. All mailed checks shall be considered paid timely if postmarked three (3) days prior to the due date.
4. The Employer shall itemize all deductions on regular paychecks so bargaining unit members can clearly determine the purposes for which amounts have been withheld.

ARTICLE 20 LEAVE

Effective July 1, 2005, a personal leave system shall be put in place for all eligible bargaining unit members. Bargaining unit members employed in the unit on July 1, 2005, who are currently under the TRS retirement program, must choose, irrevocably, to remain under provisions of Section B. All Bargaining Unit Members will be required to participate in a personal leave system as described herein.

The provisions of this Article will cover any leave eligible bargaining unit member entering the unit on or after July 1, 2005.

A. Personal Leave

Accrual.

Full-time bargaining unit members shall accrue personal leave at the following rate:

Up to 2 years of service: 4.69 hours per semi-monthly pay period (112.5 hours annually)

2 to 5 years of service: 5 hours per semi-monthly pay period (120 hours annually)

5 years and more of service: 5.31 hours per semi-monthly pay period (127.5 hours annually)

There shall be no accrual of personal leave during any pay period during which the bargaining unit member is absent without approved leave. Bargaining unit members on approved leave shall receive payment at their current salary to the extent that they have leave accrued. Personal leave may not be used for any period that the bargaining unit member is not scheduled to work. Personal leave accruals for partial months of work will be on a prorated basis.

Upon appointment, accrued personal leave is available for use by a member following the successful completion of thirty (30) consecutive calendar days of leave eligible employment.

Personal leave accrued but not used shall accumulate to a maximum of seven-hundred twenty (720) hours on June 30 of any calendar year. If a bargaining unit member has, as of June 30, an amount of personal leave in excess of seven-hundred twenty (720) hours, the excess shall be deducted from the employee's personal leave balance and paid as cash.

B. Transfer of Accrued Sick Leave

An eligible Bargaining Unit Member who has accrued sick leave shall have the option of:

1. converting 50 percent of the sick leave to a personal leave account and 50 percent of the sick leave to a medical leave bank or;
2. to convert 100 percent to of the existing sick leave to a medical leave bank.

Bargaining Unit Members under the Teachers Retirement System who have banked medical leave will be eligible for the unused sick leave credit defined in AS 14.25.115.

Banked medical leave may be taken only in accordance with this section:

Medical Leave Bank is to be used only in the event of illness or injury of the member or the member's immediate family, or other events authorized in this Article. There will be no further additions to the medical leave bank.

1. In an absence due to illness or injury, the supervisor may require a physician's certificate for absences in excess of three (3) days or if improper use is suspected.

2. The taking of leave under this section shall be reduced by the amount of wage continuation payments under the Alaska Workers' Compensation Act (AS 23.30).

3. Death of an employee: Upon the death of an employee, any unused sick leave balance shall be paid in cash to the employee's beneficiaries at the employee's base pay rate.

C. Utilization and Disposal

Personal leave shall be used for any and all purposes for which sick and/or annual leave have heretofore been used. This includes medical or dental appointments, and illness or injury of the member or the member's immediate family as defined in 2 AAC 08.999.

Personal leave requests require the prior approval of the supervisor except in the case of illness or injury to the member. Member requests shall be given full consideration and, to the extent practicable, approved. However, the parties agree that the final decision with regard to approval or disapproval of any request will be based on the

supervisor's evaluation of the needs of the job. In an absence due to illness or injury, the supervisor may require a physician's certificate for absences in excess of three (3) days or if improper use is suspected.

Regular personal leave requests that require overtime and/or substitutes to maintain essential services must be approved in advance by the Director (or Director designee), rather than the supervisor.

D. Donated Leave

Members shall be allowed to donate personal leave to and receive donations of personal leave from leave eligible members in this unit or those represented by a different union or non-covered employees subject to the following conditions:

1. Each member wishing to donate personal leave will fill out, date and sign a leave slip showing the amount of leave to be donated subject to a minimum of four (4) hours. The leave slip will have written along the bottom, or in the space provided, "Leave donated to (employee name, ~~social security~~ employee number)."
2. The recipient's union will be responsible for gathering all leave donations to be forwarded to the Division of Finance for processing. Leave donations will be posted by the Division of Finance to the recipient's account during the pay period in which received (1 through 15, or 16 through the end of the month) for use from that pay period forward. Donations shall not be posted for use in a pay period prior to that in which received.
3. The Division of Finance will convert the donated leave to dollars at the annualized hourly rate of the donor. That dollar amount will be converted to leave at the annualized hourly rate of the recipient and the appropriate hours of leave will be added to the recipient's donated leave account for use as sick leave. The total amount of leave credited to the recipient's donated leave account shall not exceed 300 hours during the life of the

current agreement. Donated leave may not be used until all accrued personal leave has been exhausted.

4. Once the Division of Finance has completed the above process, the state will not be obligated for further processing or liabilities resulting there from. Once the donation has been transferred to the recipient, the donation cannot be withdrawn, modified or otherwise returned to the donor's leave account. Upon the death of a member, any unused donated leave shall be paid in cash to the member's beneficiaries at the member's annualized hourly rate.

E. Leave Cash-In

Bargaining unit members having in excess of 37.5 hours of personal leave shall, upon written request to the employer, receive payment for accrued but unused personal leave, subject to the following limitations:

1. Under no circumstances may a member request or receive a leave cash-in that would reduce the employee's accrued personal leave balance below 37.5 hours;
2. Payment at the current rate of pay will be made no later than one (1) pay period following the pay period in which the request was made.-

F. Terminal Leave

Upon separation all accrued personal leave shall be paid to the Bargaining Unit Member at the rate it was accrued.

G. Leaves of Absence for FMLA/AFLA Conditions

The Employer shall follow the procedures established by the Department of Administration, Division of Personnel and Labor Relations and in compliance with the State and Federal laws enacted for Family and Medical Leave (CFR Title 29 Part 825)/Alaska Family Leave (AS 39.20.500) for bargaining unit members.

H. Time Off to Vote

The Employer shall provide reasonable and necessary time off for bargaining unit members covered by this Agreement to vote in local, municipal, borough, State and federal elections, provided that the bargaining unit member is unable to vote outside working hours because of actions of the Employer.

I. Other Approved Absences

Upon application and approval of the appointing authority, a bargaining unit member may be granted leave of absence without pay, for up to one (1) year, continuous service credit shall not

accrue during the period of leave. Bargaining unit members returning from an approved absence will be returned to the same salary and status held prior to the approved absence.

J. Absence and Payment for Court Leave

A bargaining unit member who is called to serve as a juror or subpoenaed as a witness shall be entitled to court leave. Written documents such as a subpoena, Marshall's statement of attendance and compensation for services, per diem and travel, may be required to support a request for court leave. Bargaining unit members shall submit appropriate moneys to the Employer received from the court as compensation for court service during regularly scheduled or assigned work periods and in turn shall be paid their current salary while on court leave.

K. Non-War Military Duty Absence and Payment

A bargaining unit member who is required to report for a military 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.

A bargaining unit member who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay, time or performance rating without regard to other compensation earned during that period on all days during which the bargaining unit member is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction, or when under direct military control in the performance of a search and rescue mission. The leave of absence may not exceed sixteen and one-half (16-1/2) working days in any

twelve (12) month period, beginning December 16 and ending December 15 of the following calendar year. Upon return from military leave, the bargaining unit member shall be placed in the last position held.

A bargaining unit member on personal leave shall not go on military leave without returning to duty unless military leave is approved prior to commencement of personal leave.

L. Extended Absence for Disability, Illness or Injury

Upon application by a bargaining unit member who has exhausted accrued leave or holiday leave (as applicable), a leave of absence without pay may be granted by the appointing authority for disability because of sickness or injury. Such leave shall be limited to one (1) month for each full year of State service to a maximum of twenty-four (24) months. The appointing authority may periodically require that the bargaining unit member submit a certificate from the attending physician or from a designated physician. If the certificate does not clearly show sufficient disability to preclude the bargaining unit member from performing the bargaining unit member's duties or if the bargaining unit member does not provide the required certificate, the appointing authority may cancel the leave and require the bargaining unit member to report to duty on a specified date.

Family Medical Leave: Employees shall be entitled to coverage under the Family Medical Leave Act (FMLA) and the Alaska Family Leave Act (AFLA – AS 39.20.500).

M. Sick Leave Bank

A. Sick Leave Bank Membership

Any AVTECTA member may become a member of the Sick Leave Bank by authorizing the donation of fifteen (15) hours of leave to the Bank on the form provided by the Employer:

1. Newly hired bargaining unit members must donate within the first one hundred (100) workdays.
2. Existing bargaining unit members may join by donating during an annual enrollment window of November 1 to December 15 each calendar year. Failure to join by notification to the Employer during this period renders the bargaining unit member ineligible for use of the Sick Leave Bank for the following leave year.

Thereafter, members of the Bank shall each donate to the Bank a leave day (7.5 hours) each December 16 until the Bank reaches a maximum balance of 150 days (1,125 hours). Except for new participants, no more leave donations will be deducted until the Bank is depleted to 60 days (450 hours).

When the 60-day (450 hours) minimum is reached each member of the Bank will again contribute one sick leave day (7.5 hours) each December 16 until the Bank again reaches a maximum of 150 days (1,125 hours).

N. Sick Leave Bank Use

A Sick Leave Bank Committee will be established by the Association to implement, administer and oversee the Bank. The decision(s) of the Sick Leave Bank Committee shall be final.

Sick leave days can only be withdrawn from the Bank for injuries or illnesses.

If the Sick Leave Bank is disbanded the accumulated sick leave in the bank will be distributed equally to all the bargaining unit members who are sick leave bank members at the time. A report of the balance of the sick leave bank will be provided to the Association president upon request.

O. Association Business Leave Bank

An Association leave bank will be maintained by the Employer for use by the Association. Access to the leave bank must be authorized by the President of AVTECTA and approved by the Director or his/her designee. Approval of the use of business leave shall not be unreasonably denied.

All Bargaining Unit Members will donate four (4) hours of personal leave to the AVTECTA Business Leave Bank during the first pay period of each calendar year.

ARTICLE 21 HOLIDAYS

1. The following holidays will be observed :

- | | |
|---|------------------------------|
| 1. New Year's Day | The 1st day of January |
| 2. Memorial Day | The last Monday in May |
| 3. Independence Day | The 4th of July |
| 4. Labor Day | The 1st Monday in September |
| 5. Thanksgiving | The 4th Thursday in November |
| 6. Christmas | The 25th of December |
| 7. Every day designated by public proclamation of the Governor of the State of Alaska as a legal holiday. | |

In order to receive holiday pay a bargaining unit member must have been in work or pay status on the last scheduled day of work prior to, and the first scheduled day of work after the holiday.

ARTICLE 23

- A. The Employer may grant sabbatical leave to qualified AVTECTA applicants. The leave may be for up to one full year and shall count as a year's service for salary placement at AVTEC. If the Employer determines a sabbatical leave is appropriate, the Employer and teacher agree to make TRS contributions for the period of sabbatical leave in accordance with AS 14.20.330. The Employer shall pay a teacher's employer-sponsored health insurance premium while the teacher is on sabbatical leave.
- B. If the Employer determines a sabbatical leave may be taken during the following school year, a Sabbatical Leave Committee composed of three representatives appointed by the Association and three representatives appointed by the Employer will meet during the first week of April to review applications submitted prior to April 15 for sabbatical leave consideration. In the event the committee's vote is a tie, the Director shall make the final decision among tied candidates. The teacher will be notified of his/her selection on or before May 1 of each year.
- C. To qualify to apply for a sabbatical, a teacher must have served with the Employer as a teacher at AVTEC for at least seven continuous years. The sabbatical leave shall be granted only for educational purposes. The educational purposes must be directly related to the teacher's AVTEC position. The criteria to be considered for each applicant shall be: 1) benefit to the educational program of AVTEC, 2) educational improvement of the teacher and, 3) the quality of educational program chosen by the teacher to enter.
- D. Upon return from a sabbatical leave a teacher shall be assigned to the position s/he previously held unless that position has been eliminated in which case the teacher shall be assigned by the Employer to a similar position after consultation between the teacher and an appropriate AVTEC Administrator. If no similar position is available or if the similar position is filled, layoff procedures as provided for in Article 12 shall be invoked.

ARTICLE 28
PROFESSIONAL DEVELOPMENT

Section 1: Professional/Industrial Work Experience Leave

- A. Bargaining unit members may apply for Professional/Industrial Work Experience Leave for the purpose of receiving training in a field related to the bargaining unit member's assignment. Leave may be granted to allow the bargaining unit member to enroll in courses of instruction or to participate in a planned activity for professional development through an industrial work experience.
- B. Leave taken under this provision shall not exceed eight (8) weeks per individual bargaining unit member during the fiscal year, and the total Professional/Industrial Work Experience Leave allowed in any fiscal year shall not exceed twenty-two (22) weeks per fiscal year.
- C. Professional/Industrial Work Experience Leave must be applied for through the Director. The bargaining unit member will provide the Director with the dates the leave will be taken, the description of the professional/industrial work experience plan, and a brief statement of how the training will improve the bargaining unit member's job performance.
- D. The application for Professional/Industrial Work Experience Leave will be submitted by the Director to a three member committee consisting of two members of the Alaska Vocational Technical Center Teachers' Association and an administrative staff member within five (5) working days from the date of receipt in the Director's office. This committee will be referred to as the Professional Development Leave Committee. The Committee will recommend approval or disapproval of the application to the Director within five (5) working days from the date of receipt. The Director will inform the bargaining unit member applying for Professional/Industrial Work Experience Leave of his/her application's acceptance or denial within five (5) working days of receipt of the Committee's recommendation.
- E. During Professional/Industrial Work Experience Leave the bargaining unit member attending a course of instruction must be enrolled full time, and must successfully complete the course described in the original application. Evidence of the bargaining unit member's successful completion of the course of study must be provided to the Director within three (3) calendar months after the bargaining unit member's return to work. Evidence of successful completion may consist of any of the following: grade slips, transcripts, or a statement from the bargaining unit member of the course indicating the bargaining unit member's successful completion. Failure to provide evidence of successful completion will cause the Professional/Industrial Work Experience Leave to revert to leave or leave without pay.
- F. Bargaining unit members participating in an approved Industrial Work Experience program will submit proof of participation and satisfactory performance in the program as prescribed in the employee's application. Failure to provide evidence of successful completion will cause the Professional/Industrial Work Experience Leave to revert to leave or leave without pay.
- G. AVTEC may pay tuition, fees, and travel expenses associated with leave taken under this article. The decision to provide monetary support to the participant shall be based on the training objectives, relevance of the training to the bargaining unit member's duty assignment, and whether or not the training shall allow changes in duty assignments or assumption of additional duties and whether funds are available.

Section 2: Staff Development

The director recognizes the need for the bargaining unit members to remain current in their areas of expertise. Also, that staff development is a necessary and vital tool to enhance the capability of the staff and improve the quality of the institution. To this end, the director will seek a variety of methods and means to provide staff development opportunities to all bargaining unit members.

ARTICLE 37

This Agreement shall be effective July 1, 2011 and remain in effect through June 30, 2014, except as provided herein.

- A The parties recognize that the monetary terms of the Agreement are subject to legislative approval and funding in accordance with AS 23.40.215. Should the legislature fail to fund the terms of this agreement, the parties agree, to return to negotiations in accordance with AS 23.40.070-260.
- B The Employer shall be held free of any penalty pay or other punitive action for a period that is ninety (90) days following the appropriation by the Legislature for funding of this Agreement and funds become available.
- C Mutually establish date for parties to give written notice of their desire to negotiate a successor agreement.

For the State of Alaska:

For AVTECTA:

Becky Hultberg, Commissioner
Department of Administrations

Dale Butts, President/Spokesperson
AVTECTA

Kent Durand, Chief Spokesperson

Robert Thomas, Negotiator

Dick Harrell, Negotiator

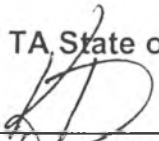
Patty Price, Negotiator

Dan McCrummen, Negotiator

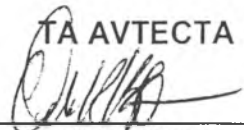
Bobby Dunno, Negotiator

Debbie Olmsted, NEA-Alaska Negotiator

TA, State of Alaska


02/15/2011

TA AVTECTA


02/15/2011

Agreement has been reached to TA the following article according to book language:
1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 22, 24, 25, 26, 29, 30, and 36.

Agree to TA the preamble with the following corrections to the book language: Change
"Alaska Vocational Technical Center" to "AVTEC – Alaska's Institute of Technology" in
line three of para one, and to change "Alaska Vocational Technical Center" to "AVTEC"
in line 3 of para two.

PREAMBLE

This Agreement is made and entered into by and between the State of Alaska and the Alaska Vocational Technical Center Teachers' Association (AVTECTA) covering employees of the ~~Alaska Vocational Technical Center (AVTEC)~~ AVTEC – Alaska Institute of Technology whose duties include program development and delivery, counseling, media services and job development. The terms and conditions contained herein are effective except as otherwise agreed and specified in writing.

It is the policy of the Employer and AVTECTA to continue harmonious and cooperative relationships between the parties to insure the orderly and uninterrupted operations of the ~~Alaska Vocational Technical Center~~ AVTEC and to provide quality educational services to the students served. This Agreement is effectuated by the provisions of the Public Employment Relations Act, AS 23.40, granting the bargaining unit members the rights of organization and collective bargaining concerning the determination of terms and conditions of their employment.

ARTICLE 1
ASSOCIATION RECOGNITION AND REPRESENTATION

Section 1: Exclusive Recognition

The State of Alaska, hereinafter referred to as the Employer, recognizes the Alaska Vocational Technical Center Teachers' Association - National Education Association, hereinafter referred to as the AVTECTA, AVTECTA/NEA or the Association, as the exclusive representative of all Bargaining Unit Members in the AVTECTA for collective bargaining with respect to salaries, wages, hours, and other terms and conditions of employment.

A Bargaining Unit Member in this Agreement shall mean a person in State service who is paid a salary or wage and holds a position 1) whose duties include planning, instructing and/or providing counseling and/or librarian duties, or 2) that has been agreed to by mutual consent of the parties or 3) which has been certified by the Alaska Labor Relations Agency (ALRA) or a subsequent court of competent jurisdiction.

Section 2: Exclusive Representation

The Employer will not negotiate or handle grievances with any individual or Bargaining Unit Member organization other than the Association with respect to terms and conditions of employment of bargaining unit members in the AVTECTA/NEA. No other individuals or organizations may represent bargaining unit members in negotiations, grievances or other matters pertaining to the employer/bargaining unit member relationship.

ARTICLE 2 ASSOCIATION REPRESENTATIVES AND ACTIVITIES

Section 1: Association Representatives

The President of AVTECTA/NEA shall be authorized to speak for the Association in all matters governed by this Agreement. The President shall be allowed a reasonable amount of time to handle complaints and grievances under this Agreement with no loss in compensation. The President may designate in writing to the Employer a designee to speak on behalf of the Association.

No bargaining unit member shall suffer discrimination, jeopardy or coercion in employment or promotion opportunity because of Association membership and/or Association activities.

The Association shall have the right to use AVTEC mails both traditional and electronic and AVTEC mail boxes to distribute Association material. Electronic use will be in accordance with the State's technology policy.

The Association shall have the right to use school facilities for meetings and school equipment during non-use hours, providing that the administration is notified in advance and equipment or facilities are not already scheduled or in use. The Association shall pay for the cost of all materials and supplies incidental to such use, and shall pay the unit cost associated with the use of duplicating equipment.

Association representatives shall be permitted to transact official business on AVTEC property. Such business shall not interrupt bargaining unit members in their work responsibilities.

Section 2: Steward Time

The Employer recognizes that, from time to time, it may be necessary for the Association to handle grievances, complaints, or other issues of contract administration during working hours. To this end the Association shall be provided a total of four (4) hours per pay period for use by its President or designated representative for handling such issues during working hours. Such time is cumulative up to eight (8) hours per month.

A leave slip will be prepared and submitted to the administration for accounting purposes. If possible the leave slip will be presented in advance however when not feasible, a leave slip will be prepared and forwarded to management within a reasonable period of time within the affected pay period. Use of this time shall not cause classes to be uncovered.

ARTICLE 4
MANAGEMENT'S RIGHTS

It is recognized that the Employer retains the right to manage its affairs, to determine the kind and nature of work to be performed and to direct the work force except as otherwise specifically provided in this Agreement. Such functions, rights, powers and authority of the Employer not specifically abridged, delegated or modified by this Agreement are recognized by AVTECTA as being retained by the Employer. Such functions include, but are not limited to:

1. Recruit, examine, select, promote, transfer and train personnel of its choosing, and determine the times and methods of such actions;
2. Assign and direct the work force; designate types of classes to be taught and assign personnel to those classes;
3. Discipline, suspend, demote or dismiss bargaining unit members for just cause, and;
4. Establish reasonable work rules and assign the hours of work.

ARTICLE 5 PERSONAL FREEDOM

In the exercise of their private affairs, bargaining unit members shall enjoy the rights guaranteed within this Article.

A. The Employer may not directly or indirectly:

1. require or coerce any bargaining unit members to participate in any way in any activity or undertaking unless the activity or undertaking is related to the performance of official duties;
2. require or coerce any bargaining unit member to make any report concerning any of his/her activities or undertakings unless the activity or undertaking is related to the performance of his/her official duties;
3. except as directly related to the performance of the bargaining unit member's official duties, and only in cases where there is suspected misconduct, require any bargaining unit member to submit to any interrogation or examination or psychological test that is designed to elicit from him/her information concerning:
 - a. his/her personal relationship with any person connected with him/her by blood or marriage,
 - b. his/her religious beliefs or practices,
 - c. sexual matters and orientation,
 - d. his/her political affiliation or philosophy;
4. coerce any bargaining unit member to invest or contribute his/her earnings in any manner or for any purpose;
5. restrict or attempt to restrict after-working-hour statements, pronouncements, or other activities, not otherwise prohibited by law, of any bargaining unit member, if the bargaining unit member does not purport to speak or act in an official capacity.

B. A bargaining unit member is free to express to administrators or other bargaining unit members professional opinions or suggestions that are in disagreement with those of the administrators or other bargaining unit members without fear of disciplinary action.

C. Certificated teachers at AVTEC are subject to the Professional Teaching Practices Act.

**ARTICLE 6
ACADEMIC FREEDOM**

Bargaining unit members shall be guaranteed full freedom in instruction and the selection of instructional materials and methodologies within the outlines of the appropriate course content and within the planned instructional program.

ARTICLE 7
NO STRIKE CLAUSE

- A. The Association agrees that during the life of this Agreement, neither the Association nor its agents or bargaining unit members will authorize, instigate, aid or engage in any work stoppage, slowdown, sickout, refusal to work, picketing, sympathy strike or strike against the Employer. The State recognizes the bargaining unit members' right to strike following mediation and a strike authorization vote conducted according to law.

- B. The Association recognizes that the continuity of certain work is imperative to the public service mission of the Employer and if a work stoppage should occur, management and all other personnel not covered by this Agreement shall be permitted to perform their duties without restraint, coercion or interference by the Association, its agents or its members.

- C. The Employer on its behalf agrees that at no time during the term of this Agreement will they cause a lockout to occur.

**ARTICLE 8
NONDISCRIMINATION AND AFFIRMATIVE ACTION**

Section 1: Nondiscrimination

The parties agree not to unlawfully discriminate in employment and membership and will use all due diligence to ensure that bargaining unit members are selected, appointed and promoted from among the most qualified and not on the basis of race, color, religion, national origin, sex, disability, marital status, change in marital status, pregnancy, parenthood, political affiliation or belief, or union affiliation, or otherwise as specified in law.

Section 2: Affirmative Action

The Employer shall provide the Association with copies of affirmative action plans or programs upon request.

ARTICLE 9
LABOR MANAGEMENT COMMITTEE

When deemed appropriate by either the Association or management, a labor management committee shall be convened consisting of the Director, and two (2) management representatives and the President of the Association and two (2) bargaining unit members. The purpose of this committee shall be to discuss areas of mutual concern or problems and to make recommendations regarding the operations of AVTEC. It is understood that labor management committee meetings are not to be used for negotiations. Meetings will be scheduled at mutually agreeable times. Association business leave shall not be assessed for participation of the Association members.

ARTICLE 10 EMPLOYMENT STATUS

Section 1: Definition of Positions

Bargaining unit members' positions continue from year to year and the bargaining unit member remains the incumbent except for circumstances as provided for in the layoff or discipline articles.

Section 2: Permanent Appointment

An appointment to a position in the bargaining unit shall become permanent upon the bargaining unit member's satisfactory completion of the probationary period.

Section 3: Probationary Period

Objective

The probationary period in the bargaining unit shall be utilized for closely observing the bargaining unit member's work, to assure the most effective adjustment to the position, and for retaining only those bargaining unit members whose performance meets the required standards.

Duration

Any new bargaining unit member shall be subject to a probationary period comparable to one school year of 172 work days or more. The bargaining unit member in probationary status who does not satisfactorily complete the probationary period may appeal the termination through the Complaint Procedure.

ARTICLE 11
TRANSFERS

- A. Bargaining unit members who are transferred to duty assignments at locations other than their current assignment, for a period in excess of forty-five (45) work days, will be paid in accordance with the geographic differential for the majority of State employees in that area. When a transfer is made by the Administration for the "good of the service" without voluntary consent of the employee, the Director of the Division of Personnel and Labor Relations must approve such a transfer. The Administration shall provide affected bargaining unit members with at least one hundred twenty (120) calendar days written notice of an impending transfer.

- B. If a bargaining unit member is transferred to an area that, due to geographic differential, would result in a pay reduction, no reduction in the bargaining unit member's salary will be made for one calendar year from the date of transfer.

- C. If the spouse of a bargaining unit member is transferred for the "good of the service" in accordance with this section is also a bargaining unit member, he or she shall be granted out-of-order layoff rights to his/her current job class pursuant to Article 12.

ARTICLE 12 LAYOFF

Section 1: Reason for Lay Off

The lay off of a bargaining unit member may occur by reason of abolition of position, shortage of work or funds, lack of work, course cancellation, low enrollment, or another reason outside the member's control which does not reflect discredit on the services of the member.

Section 2: Seniority

Seniority means a bargaining unit member's length of consecutive service in years at AVTEC. Seniority shall accrue from the member's date of hire. Seniority computation is calculated as follows:

- A. Each year a bargaining unit member is employed 172 days or more will be considered one full year for seniority computation. For the purposes of seniority only, part time members shall be treated as full time members in determining the accrual of seniority.
- B. Time spent on layoff or unpaid leave shall not count toward seniority. It will not be considered a break in service, however, for seniority computation.
- C. Time spent on any paid leave shall count toward seniority.
- D. Seniority of part year bargaining unit members will be calculated by dividing the total number of days worked by 172.
- E. When possible, seventy-five (75) calendar days prior to any anticipated layoff, the Director or his/her designee will publish and distribute to all bargaining unit members a seniority list ranking each member from the greatest to the least seniority by department, assigned instructional program(s), and qualified instruction program(s). For purpose of a seniority list, positions moved to a different department will be considered in the original department for one year following the move. It shall be the responsibility of the member to bring to the Director's attention within fifteen (15) working days of posting any disputed seniority ranking.

Section 3: Order of Layoff

- A. Priority 1 – Instructional Area and Department
Bargaining unit members are qualified for seniority within their own department and current instructional program(s). Or:
- B. Priority 2 – Department
In the event a bargaining unit member is qualified to teach another current instructional program offering within their department, and such qualification is established within 10 working days of layoff notices being issued, the member in the department with the least seniority in the applicable instructional program will be bumped. Or:
- C. Priority 3 – Institution
In the event a bargaining unit member is qualified to teach another current instructional program offering within AVTEC, and such qualification is established within 10 working days of layoff notices being issued, the member with the least seniority in the applicable instructional program will be bumped.

It is the bargaining unit member's responsibility to notify administration of their qualifications to instructional programs outside their immediate instructional area. Qualifications to teach in another program area must be approved by administration and such qualifications shall not be greater than the minimum qualifications necessary to teach the instructional program.

In the event of more than one bargaining unit member having the same seniority ranking, the order of layoff shall be determined by a coin toss with the winner being the most senior.

Section 4: Notification

In every case of the layoff of a Bargaining Unit Member, the appointing authority shall make every effort to give written notice to the member at least sixty (60) calendar days in advance of the effective date of layoff. The appointing authority shall give at least thirty (30) working days written notice. In both cases, the Employer shall notify the Association concurrently.

It shall be the responsibility of each laid off bargaining unit member to notify the Director of any change in address.

Section 5: Recall

- A. Bargaining unit members who are laid off shall be recalled to open positions for which they are qualified. Vacant positions will be offered to the most senior qualified member first.
- B. Bargaining unit members recalled from layoff will be returned to the same salary placement and status prior to layoff.
- C. Bargaining unit members laid off shall be recalled to positions for which they are qualified. If a Bargaining Unit member is recalled to a different position, the recalled member will maintain layoff rights to the position from which they were original laid off.
- D. Bargaining unit members in layoff status shall be offered substitute employment within the bargaining unit before any other person is offered such an assignment. Acceptance of substitute employment shall not jeopardize any rights or benefits under this Article.

Section 6: Length of Layoff Eligibility

Bargaining unit members will remain on the recall list for 24 months from the date of layoff unless the member:

- A. Fails to provide the Employer with a current mailing address, which causes the notice to be undelivered or undeliverable.
- B. Fails to respond to an offer, which shall be sent by certified mail, return receipt requested, within fourteen (14) days of date of mailing.
- C. Refuses a comparable position.
- D. If a bargaining unit member rejects a position for which he or she is qualified, and such position is offered consistent with the aforementioned provisions of the Article, the member shall be considered to have resigned from his or her teaching position.

ARTICLE 13
PERSONNEL DISCIPLINE

Bargaining Unit Members shall be disciplined only for just cause, which whenever possible will be administered in private.

A copy of written disciplinary action(s) shall be provided to the Association and one shall be placed in the employee's personnel file, along with the individual's response, if one is made and is not part of a grievance. The specific grounds forming the basis for disciplinary actions will be made available to the employee and AVTECTA.

In the event of a suspension without pay or more serious discipline, the Bargaining Unit Member shall be notified in writing of the reason(s) for such suspension, with a copy to the Association.

Discipline will be administered in a prompt, fair and equitable manner.

If a Bargaining Unit Member has been notified in advance, or has substantive reason to believe, that discipline will be administered, the Bargaining Unit Member may request, and is entitled to receive, a reasonable period of time to secure the presence of an Association representative.

The Association will be given notice of all disciplinary actions taken against a bargaining unit member. The Administration will attempt to notify a bargaining unit member of the right to request union representation prior to any disciplinary meeting.

ARTICLE 14 COMPLAINT PROCEDURE

Section 1: Individual Complaints

- A. A complaint is defined as: (1) any controversy, dispute or disagreement arising between the Association or a bargaining unit member and the Employer that does not concern the application or interpretation of the terms of this Agreement other than terms for which the complaint procedure has been specifically provided as the alternative dispute resolution process, or (2) is the appeal of the discharge of a probationary bargaining unit member. The following shall be the sole means of settling complaints.
- B. A complaint must be brought to the attention of the Employer, consistent with the procedures set forth in this Article, within twenty (20) working days of the effective action or inaction or the date the bargaining unit member is made aware of the action or inaction, whichever is later, to receive the assistance of the Association and the use of this procedure. Deadlines for submission of a complaint at succeeding steps shall be counted from the date of receipt of a response from the Employer, or the date the response is due, whichever is earlier. Date of receipt of a complaint or response shall be either seven (7) working days following the date of the postmark or the date of a signed verification of receipt.
- C. If the Employer fails to render a decision within the allotted time, the complaint may be advanced to the next step by the Association. Allotted time frames may be extended by mutual agreement in writing.
- D. Complaints shall be processed on forms provided by the Employer.
- E. The complaint must state the facts from which it arises, the rules, procedures or conditions that should be considered and the remedy requested. Adjustments to complaints shall not conflict with this Agreement or applicable written policies, laws or regulations.
- F. Appeals shall be in writing with a copy of the original complaint attached.
- G. Procedure:
 - 1. Complaints will be presented on the provided forms by the bargaining unit member or Association to the Director. The complaint may be adjusted with or without the participation of the Association provided that the complainant has not been denied the opportunity of representation. Within ten (10) working days of receipt, the Director shall schedule a meeting with the complainant. The Director will render a decision in writing within seven (7) working days of that meeting. The Director will notify the Association concurrent with the notification to the complainant.
 - 2. If the response is unsatisfactory, the Association may appeal to the Senior Management Consultant for the Department of Labor and Workforce Development within ten (10) working days after the Director's response is due or received. The Senior Management Consultant shall schedule a meeting or teleconference with the complainant within ten (10) working days of receipt of the appeal. Within seven (7) working days of that meeting, the Senior Management Consultant shall issue a decision regarding the appeal.

Section 2: Group Complaints

The Association may file group complaints when the issue involves more than one (1) complainant. Time limits and procedures shall be as for individual complaints set out above.

ARTICLE 15 GRIEVANCE - ARBITRATION

Section 1: Definitions

- A. A grievance shall be defined as any controversy or dispute involving the application or interpretation of the terms of this Agreement arising between the Association or bargaining unit member(s) and the Employer.
- B. The grievant(s) is (are) the bargaining unit member(s) or the Association pursuing the controversy or dispute through the grievance-arbitration procedure.

Section 2: Purpose

The parties agree that they will promptly attempt to adjust all grievances arising between them. The purpose of the procedure described herein is to secure, at the lowest possible level, mutually agreeable solutions to the grievances that may, from time to time, arise between the parties. The parties agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.

Within the framework of this Agreement, the grievant and/or the Association shall use the following procedure as the sole means of settling said grievances. It is further agreed that the parties covered herein shall be bound, consistent with the terms of this Article, by any written decisions, determinations, agreements or settlements that may be effectuated through this grievance-arbitration procedure.

Section 3: General Provisions

- A. Any grievance must be brought to the attention of the Employer, consistent with the procedures set forth in this Article, within thirty (30) working days of the date the bargaining unit member first knew of or first received notice of the disputed action or inaction upon which the grievance is based, whichever is later, to receive use of the grievance procedure. A dismissal or suspension grievance must be brought to the attention of the Employer through the Association within fifteen (15) working days of the effective date, or the date the bargaining unit member becomes aware of the action, whichever is later, to receive the use of the grievance procedure.

It is agreed that all grievances resulting from dismissal of a bargaining unit member covered by this Agreement shall be entered into the procedure at Level Two.

- B. Throughout the grievance procedure, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement. The time limits for submission of a grievance at Level Two shall be counted from the date of receipt of the response from the Employer or the date the response is due, whichever is earlier. The time limits for a response to a grievance shall be counted from the date of receipt of the grievance from the grievant.

Date of receipt of a grievance or response shall be seven (7) calendar days following the date of postmark or the date of a signed verification of receipt, whichever is earlier.

- C. If the Employer does not comply in rendering a decision within the allotted time after the grievance is submitted, such failure shall entitle the Association to take the grievance to the

next level of the grievance procedure. Grievance not advanced within the time frames provided or altered by mutual agreement will not be considered active.

- D. A meeting may be held at any level upon mutual agreement of the parties. If a meeting is held, an Association representative may be present.
- E. If a designated representative of the Association attends a grievance meeting or hearing during the working day, s/he will, upon notice to the Employer, be granted reasonable accommodation for release time, without loss of pay, to permit participation in the activities described above. A bargaining unit member whose appearance in such investigations, meetings or hearings as a witness will be accorded the same rights in accordance with other Articles of this Agreement.
- F. No reprisals of any kind will be taken by the Employer against a bargaining unit member for exercising contractual rights under this or any other provision of this Agreement.
- G. If, in the judgment of the Association, a grievance affects two or more bargaining unit members in the same manner, the Association may file a class action grievance within thirty (30) working days after learning of the action or inaction upon which the grievance is based. The processing of such grievance will commence at Level Two.
- H. All copies and originals of documents, exhibits, written communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- I. Forms for use in processing grievances shall be provided by the Employer.

Section 4: Grievance Steps

A. Level One

Within thirty (30) working days of the disputed action or inaction or within thirty (30) working days from the date the bargaining unit member is made aware of the action or inaction, whichever is later, the grievant shall first present a grievance in writing to the Director or designee. The Director or designee shall attempt to resolve the matter and report his/her decision in writing to the grievant within ten (10) working days of its presentation.

B. Level Two

If the grievant is not satisfied with the disposition of his/her grievance at Level One, the Association may file a written grievance with the Human Resource Manager for the Department of Labor and Workforce Development within ten (10) working days after the written response at Level One is due or received, whichever is earlier. The written appeal shall state specifically which article(s) and/or sections(s) of the Agreement the Employer may have violated. The Senior Management Consultant shall submit his/her decision and the reasons therefore in writing to the Association within ten (10) working days after receipt of the grievance at Level Two. If requested by the Human Resource Manager, an extension of this ten (10) working day response deadline shall be granted to allow appropriate travel.

Settlements reached at Level One or Level Two shall be binding only if such settlements are consistent with the provision of this Agreement. Grievances settled at Level One or Level Two found to be inconsistent with this Agreement may be reopened by the Employer through a written notice to the Association within fifteen (15) working days from the date of settlement.

C. Level Three

If the Association is not satisfied with the disposition of the grievance at Level Two, the Association may appeal in writing the Level Two decision to the Commissioner of the Department of Administration within twenty (20) working days after the decision at Level Two is due or received, whichever is earlier. The written appeal shall state specifically which articles or sections of the Agreement the Employer may have violated. The Commissioner of the Department of Administration, or designee, shall submit his/her decision and the reasons therefore in writing to the Association within twenty (20) working days after receipt of the grievance at Level Three.

D. Arbitration

If the Association is not satisfied with the disposition of a grievance at Level Three, the Association may appeal in writing the Level Three decision to binding arbitration within fifteen (15) working days after the decision at Level Three is due or received, whichever is earlier. Within twenty (20) working days after the written appeal to arbitration is received, the Employer and the Association shall meet to select an arbitrator from the current panel of arbitrators by alternately striking names from the panel until only one name remains. The remaining name shall serve as the arbitrator. If the selected arbitrator cannot serve within a reasonable period of time, the parties will mutually agree upon another arbitrator. The first strike shall be determined by a coin toss.

Section 5: Board of Arbitrators

The panel of arbitrators shall be seven (7) Pacific Northwest arbitrators jointly requested by the Association and the Employer from the Federal Mediation and Conciliation Service (FMCS) within thirty (30) working days of the signing of this Agreement. If either the Employer or Association so desires, a new panel of seven (7) arbitrators may be requested at the end of each six (6) month period. This does not preclude the parties from compiling a mutually agreeable list without the assistance of the FMCS.

The selected arbitrator shall be jointly contacted by the parties promptly to schedule a mutually satisfactory hearing date, time and place for the arbitration. The arbitrator will issue his/her decision not later than thirty (30) working days from the date of the close of the hearings, or from the date the final statements and/or briefs are submitted to him/her. The written decision of the arbitrator shall be submitted to the Employer and to the Association and shall be final and binding upon the parties. The arbitrator shall have no authority to rule contrary to, to amend, add to, subtract from or eliminate any of the terms of this Agreement. The arbitrator shall have the power to return a grievant to bargaining unit member status with or without restoration of back pay or mitigate the penalty as equity suggests under the facts.

Section 6: Authority of the Arbitrator

The parties agree that any questions of procedural arbitrability in a dispute shall be heard by the arbitrator at the same hearing that the merits of the dispute are heard, unless upon the request of either party, the arbitrator decides otherwise. The arbitrator shall first rule on the procedural arbitrability issues in his/her decision and, if appropriate, on the merits of the dispute. The costs of the services for the arbitrator, and his/her travel and subsistence expenses and the cost of any hearing room will be borne as designated by the arbitrator. All other costs will be borne by the party incurring them.

Section 7: Arbitration Witnesses

A bargaining unit member who is required to appear as a witness for an arbitration proceeding for the Association shall be granted time off and such time will be considered Association Leave and be deducted from the four (4) hours per pay period as provided for in this Agreement.

ARTICLE 16
PERFORMANCE EVALUATIONS AND PERSONNEL RECORDS

The purpose of this evaluation procedure shall be to foster a process of communication that recognizes performance and encourages improvement, through assessment of bargaining unit member competency, strengths and weaknesses as they relate to the effective operation of the instructional program.

- A. During a bargaining unit member's probationary period s/he shall be evaluated in a written narrative form at least twice each year. These required evaluations of the bargaining unit member shall be completed at the midpoint of the bargaining unit member's work year and no later than June 30 of a calendar year.
- B. After completion of a bargaining unit member's probationary period s/he shall be evaluated in a written narrative form at least once each year to be completed by June 30 of each calendar year.
- C. Bargaining unit members shall be evaluated by Department Heads and Department Heads shall be evaluated by the appropriate supervisor.
- D. Each evaluation shall be prepared in draft form by the rater to receive input from the appropriate supervisor. The evaluation shall be prepared and presented to the bargaining unit member for feedback. The supervisor will then finalize the evaluation and present it to the bargaining unit member. The bargaining unit member will have five (5) working days to review, sign and, if applicable, attach a written rebuttal. Signature by the bargaining unit member does not imply concurrence with the evaluation contents. The final evaluation and any written rebuttal shall become a part of the bargaining unit member's official personnel file.
- E. Any unsatisfactory rating on a bargaining unit member's evaluation shall be followed by a remediation plan. The rater, the bargaining unit member and the appropriate supervisor shall jointly develop the remediation plan. The plan shall minimally state specifically what is to be corrected, by what standards and at what level such corrections shall be judged, the types of assistance that will be provided to the employee, and a reasonable time period in which the corrections are to be made. A follow-up evaluation may be scheduled consistent with the remediation plan.
- F. Any change in the evaluation form shall be reviewed by the Association prior to the new evaluation form being used.
- G. Additional evaluations may be performed as determined by the rater or requested by the bargaining unit member or by the Director, or designee.
- H. Each evaluation report shall note if there were any extenuating factors present during the evaluation period.

ARTICLE 17 EXAMINATION OF RECORDS

Section 1: Member Review

Any bargaining unit member shall have the right to examine his/her own personnel file immediately upon request. Reasonable requests for copies of material contained in personnel files will be honored. The parties recognize that it may become necessary to charge for copies provided beyond one copy of each document during any twelve (12) month period at the rate of twenty-five cents (\$0.25) per page.

Section 2: AVTECTA Review

With written permission of the bargaining unit member involved, AVTECTA representatives shall have the right to examine the bargaining unit member's personnel file upon notification to the administration. The administration shall make available original or copies of the original records for examination by AVTECTA representatives at the place where the records are kept. The Association shall be responsible for the protection and security of provided information.

Section 3: Secret Files

No secret files shall be kept on any bargaining unit member and the location of all files containing personnel records shall be made known to the bargaining unit member upon request.

ARTICLE 22
MEAL AND RELIEF PERIOD

A duty free lunch break of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway of each work day for each bargaining unit member. An additional lunch period of thirty (30) minutes shall be allowed when a bargaining unit member works continuously for two (2) hours or more before or after the normal work day.

All bargaining unit members shall be allowed one (1) duty free relief period during the first (1st) half of the work day and one (1) duty free relief period during the second (2nd) half of the work day. A normal relief period is fifteen (15) minutes.

Food Service Meals at AVTEC:

All bargaining unit members shall be allowed to purchase any amount of meal tickets at the lowest per meal published cost available to the public.

ARTICLE 24 PARKING

The Employer shall make a good faith effort to make parking facilities available to bargaining unit members.

Every effort will be made to provide reserved parking spaces for bargaining unit members who are disabled with respect to walking capability. Such parking will be assigned as near as practicable within close proximity to the bargaining unit member's instructional area.

Where headbolt heater outlets are provided by the Employer, bargaining unit members shall be permitted to use such outlets at no cost.

ARTICLE 25 EQUIPMENT

Section 1: Tools and Uniforms

The Employer shall not require bargaining unit members to furnish their own tools or work implements in order to perform their duties.

The Employer shall provide uniforms to all bargaining unit members required to wear prescribed apparel.

Section 2: Safety Equipment

- A. It shall not be a violation of this Agreement or grounds for dismissal if a bargaining unit member refuses to work on an unsafe job, provided the job is found to be unsafe by the Alaska Department of Labor and Workforce Development. Any safety equipment required by the Division of Labor Standards and Safety regulations to make a job safe shall be supplied by the Employer. The Employer shall abide by safety regulations enforced by, but not limited to, the Alaska Division of Labor Standards, the State Fire Marshall and/or the City Fire Marshall.

- B. Disciplinary action shall not be taken under this Article until the Department of Labor and Workforce Development has made a finding on safety. If the Department of Labor and Workforce Development finds the job to be safe, and in the event that subsequent disciplinary action is taken, the bargaining unit member shall have recourse to the established complaint and/or grievance procedure.

ARTICLE 26
TRAVEL AND PER DIEM

Travel and per diem will be paid in accordance with the Alaska Administrative Manual (AAM 60.010 - AAM 60.280) as revised.

Bargaining unit members may request the waiver of the provisions listed above through a standard letter of agreement.

**ARTICLE 29
POSITION OPENINGS**

Bargaining unit position openings shall be publicized by any appropriate means that provides all current bargaining unit members with notice of the vacancy. Members of the bargaining unit will be given the opportunity to apply for these positions. If administrative vacancies occur, management will make efforts to apprise bargaining unit members of these opportunities.

ARTICLE 30 SUBSTITUTES

Section 1: Recruitment

The Director or his/her designee shall recruit substitute bargaining unit members. Bargaining unit members and Department Chairs may submit names of individuals to the Director or his/her designee.

Section 2: Duties

Substitute may be hired to perform some or all of the duties of a bargaining unit member. A substitute may have one or more assignments in one or more subject area or program. Hiring preference for all substitutes shall be given to those certifiable in the subject area, however certification is not required.

The Employer may hold a substitute orientation once a year if practical. Prospective substitutes shall be notified of such orientation as to the date, time and place of the orientation.

Section 3: Short Term Assignments

A person who has completed one hundred fifty (150) hours of service within the identified school year as a substitute shall be paid at the rate negotiated between management and the employee. Both parties reserve the right to renegotiate the rate of pay at this juncture. The negotiated rate of pay shall not be less than the rate being paid in the first one hundred fifty (150) hours of work.

Section 4: Long Term Assignments

If a substitute has worked for more than one hundred twenty (120) consecutive days on a defined schedule, the substitute will be eligible for the benefit provisions of this agreement (AVTECTA leave and holidays) retroactive to the first day of employment as a substitute. Eligibility for life and health insurance coverage shall begin on the first day following the completion of one hundred twenty (120) consecutive days. Nothing in the provision precludes management from identifying a substitute position as a long-term assignment at the time of creation in which case the employee will receive all benefits from the first day of employment. A substitute will be separated when the instructional assignment ends with no right of appeal. This action is not intended to reflect negatively on the substitute.

Section 5: Intent

The parties agree that it is not their intent that the employment of a substitute be used to avoid hiring a permanent bargaining unit member.

The parties agree that the Employer shall make a "good faith" effort to secure an additional permanent instructor position when a substitute's assignment exceeds ten months of employment. If a permanent position is established under this Article, the substitute holding the equivalent substitute position shall become the incumbent in the newly established permanent position, provided no permanent bargaining unit members wishes to fill the position and providing the person meets the requirements for a full time position. If there is more than one substitute filling equivalent substitute positions they shall be given equal consideration for the newly established permanent position.

ARTICLE 36
PRINTING OF THE AGREEMENT

Following ratification and signing of this Agreement, the State shall make a copy available on the Division of Personnel and Labor Relations web site. All newly hired bargaining unit members shall be provided a copy of the Agreement by AVTEC administration at the time of hire, in accordance with Article 3, Section 3.

There shall be two (2) signed copies of the final agreement for the purpose of records. One shall be retained by the State and one by the Association.


State Copy

Durand, Kent D (DOA)


From: Butts, Dale R (DOL)
Date: Friday, March 04, 2011 10:21 AM
To: Durand, Kent D (DOA)
Subject: TA 03/04/2011

TA State of Alaska

TA AVTECTA



03/04/2011



03/04/2011

Agreement has been reached to TA the following articles according to book language:

- Article 27
- Article 31
- Article 32
- Article 33
- Article 34

ARTICLE 27 PROTECTION OF RIGHTS

Section 1: Illegal Work

The Employer shall not knowingly require any AVTECTA member to perform work in violation of any Federal, State or local laws.

Section 2: Stolen or Damaged Property

- A. Bargaining unit members shall not be responsible for stolen, lost or damaged property except where there is cause to suspect negligence or deliberate act. This shall include the use of credit cards or any other method of credit. In cases of bargaining unit members who are continuing their employment, no deduction in pay shall be made without ten (10) working days notice to the bargaining unit member. If the bargaining unit member's dispute the matter through the grievance or complaint procedure as applicable within the ten (10) working days from date of notice, no deductions will be made until the dispute process has been completed.
- B. In cases of separating bargaining unit members, the Employer may withhold from the final paycheck the value of the lost or damaged property and may do so pending completion of the applicable dispute process.
- C. This section is not intended to preclude disciplinary action or provide for a time frame for the action except as otherwise provided in this Agreement.

Section 3: Revocation of Licenses

In the event that a bargaining unit member shall suffer a revocation of a professional license because of violation of any Federal, State or local laws by the Employer, the Employer shall provide suitable and continued employment for such bargaining unit member, at not less than the member's standard rate of pay at the time of revocation of the bargaining unit member's license for the entire period of revocation of the license and the bargaining unit member shall be reinstated to the position held prior to revocation of license after the license is restored.

Section 4: Overpayments

All disputes regarding the recovery of overpayments of compensation or other benefits covered by this Agreement shall enter the grievance procedure at the Human Resource Manager level.

Section 5: Feasibility Study

Decisions to contract out bargaining unit work shall be made only after the Employer has conducted a formal feasibility study determining whether there will be potential cost savings and other benefits that would result from contracting out the bargaining unit work in question. If the decision to contract out bargaining unit work would displace bargaining unit members, the Employer agrees to notify AVTECTA of its decision to conduct a formal feasibility study, indicating the bargaining unit work proposed to be contracted out. The notification by the Employer to AVTECTA of the results of the feasibility study will include all pertinent information upon which the Employer based its decision to contract out the work. Upon completion of the feasibility study, the Employer shall provide AVTECTA with no less than fifteen (15) working days notice that it intends to issue bids to contract out bargaining unit work. During this fifteen (15) working day period, the Employer shall not release any bids. AVTECTA will have the

opportunity to submit an alternate plan that will be given fair consideration to the study's recommendations.

Nothing in this Article shall prevent the Employer from continually analyzing its operations for the purpose of identifying cost saving opportunities.

No bargaining unit work shall be contracted out that results in the layoff of bargaining unit member(s) unless supported by the feasibility study.

Should a bargaining unit member be laid off as a result of contracting out, management shall make a good faith effort to find the bargaining unit member a vacant position within the institution. If such a position is not available, management shall attempt to find a vacant position within the Department. Regardless of the location, the bargaining unit member must be fully qualified for the position.

ARTICLE 31 LEGAL ASSISTANCE

Section 1: General.

a. Definitions:

Providing a legal defense means that Employer appoints at its expense counsel to represent member in a legal action.

Indemnification means Employer's payment of a judgment or legal obligation that member incurred as a result of member's duties for Employer.

b. Claims against a member as a state employee:

In legal actions under AS 09.50.250 against a member, AS 09.50.253 provides for certification by the Attorney General and for the action to proceed exclusively against the state if the action arose from conduct within the scope of member's employment. A request for certification under AS 09.50.253 is made as provided in AS 09.50.253 and 9 AAC 33.010 and is not subject to the grievance arbitration procedure in Article 15 of this agreement.

c. Claims against a member under a federal or state law expressly authorizing a claim against a state official:

If AS 09.50.253 does not apply because federal or state law expressly authorizes an action against member, Employer will provide a legal defense and indemnify member as provided in sections 2 - 6.

Section 2: Providing a legal defense.

Employer will provide a legal defense to a member named as a defendant or respondent in a legal action if member was acting within the scope of member's office or employment at the time of the incident out of which the action arose.

Section 3: Indemnification.

Employer will indemnify a member for a judgment or legal obligation if the judgment or legal obligation arose from member's action within the scope of member's office or employment except as provided in section 6.

Employer may provide a legal defense without assuming the obligation to indemnify member by notifying member in writing that it is reserving its right to deny payment of the judgment or obligation under this section.

Section 4: Scope of office or employment.

Member is acting within the scope of member's office or employment if

- a. member was employed or authorized to perform the act or omission;
- b. the act or omission occurred substantially within the authorized space or time of the office or employment;

- c. a purpose of the act or omission was to serve the state; and
- d. the act or omission did not constitute willful, reckless, or intentional misconduct, gross negligence, or malicious conduct.

Section 5: Disputes.

Employer's decision to withhold a legal defense or indemnification is subject to review by complaint for breach of contract in the superior court of this state and is not subject to the grievance arbitration procedure in Article 15 of this agreement.

Section 6: Punitive Damages.

Employer will not indemnify member for a judgment against member for punitive damages.

ARTICLE 32
TENSE, NUMBER AND GENDER

As used in this Agreement, words in the present tense include the past and future tenses; words in the future tense include the present tense. Words in the singular number include the plural; words in the plural number include the singular.

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both masculine and feminine.

ARTICLE 33
CONCLUSION OF COLLECTIVE BARGAINING

This Agreement is the entire Agreement between the Employer and the Association. The parties acknowledge they have fully bargained with respect to all terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior agreements and understandings either oral or in writing except as provided in this Article below, and concludes collective bargaining for the duration of this Agreement.

Prior to enacting any change in the terms and conditions of employment as established by a specific provision of this Agreement, the Commissioner of the Department of Administration shall obtain the agreement of the Association in the form of a letter of understanding or agreement. Prior to enacting any change in any mandatory subject of bargaining that is not established by a specific provision of this Agreement and that was not a subject of a negotiating proposal, the Association shall be notified in advance of the proposed change thereby allowing them to negotiate that change.

ARTICLE 34
SAVINGS AND CONFORMITY

If an article or part of an article of this Agreement should be decided by a body of competent jurisdiction or by mutual agreement of the Employer and the Association to be in violation of any Federal, State or local law or if adherence to or enforcement of an article or part of an Article should be restrained by a court of law, or if any section or article should be found not in compliance with Federal regulations where compliance is required as a condition for the receipt and expenditure of Federal funds, the remaining articles of the Agreement shall not be affected and the Employer and the Association shall convene within two (2) weeks for the purpose of negotiating a satisfactory replacement.

Any provision of this Agreement found contrary to State, Federal or local law that becomes lawful during the term of the Agreement shall take effect upon its lawfulness.

State's Copy

TA: Carl Bell

March 4, 2011 State proposal to Union

TA KD 3/4/11

ARTICLE 35—Legislative Action. Completely remove article 35 and apply book language from Sections A and B under Article 37.

ARTICLE 35
LEGISLATIVE ACTION

- ~~A. The parties acknowledge that implementation of the monetary terms of this Agreement is subject to AS 23.40.215. The Employer shall submit the required legislation at the earliest possible date. The Employer agrees to support all financial agreements, and to seek funding of all financial agreements through the budgetary process.~~
- ~~B. The Employer shall be held free of penalty pay or other punitive action for the ninety (90) day period following the date funds become available subsequent to legislative appropriation for the funding of this Agreement, except those payments which would have been required under the predecessor Agreement.~~
- ~~C. If such legislation is not passed by the end of the legislative session in which submitted, or if such legislation is rejected by the Legislature, the parties shall immediately reenter negotiations to be conducted in accordance with AS 23.40.215.~~
- ~~D. Provisions of this Agreement not requiring legislative funding before they can be put into effect shall be implemented on the effective date of this Agreement or the date otherwise specified in the Agreement.~~



Official Business

Alaska State Legislature

House of Representatives

Office of the Chief Clerk

Thomas B. Stewart Legislative
Office Building, Room 202
Juneau, AK 99801-1182
Phone: (907) 465-3725
Fax: (907) 465-5334

April 8, 2011

MEMORANDUM

TO: Representative Stoltze, Co-chair
Representative Thomas, Co-chair
Finance Committee

FROM: Suzi Lowell, Chief Clerk 

DATE: April 8, 2011

SUBJECT: Monetary Terms of Agreements

The following were referred to the Finance Committee during floor session today:

Monetary Terms of Agreement between the State and the Inlandboatmen's Union of the Pacific, Alaska Region

Monetary Terms of Agreement between the State and the Marine Engineers Beneficial Association (MEBA)

Attachments

STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

REBECCA L. HULTBERG, COMMISSIONER

SEAN PARNELL, GOVERNOR

P.O. BOX 110200
JUNEAU, ALASKA 99811-0200

PHONE: (907) 465-2200
FAX: (907) 465-2135

April 7, 2011

The Honorable Mike Chenault
House Speaker
Alaska State Capitol
Juneau, Alaska 99801-1182

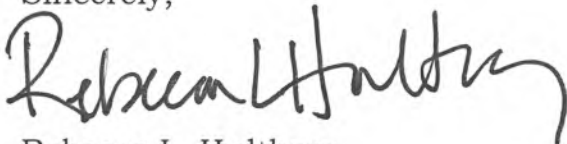
Dear Speaker Chenault:

I am required by the Public Employment Relations Act (AS 23.40.070-260) to report the monetary terms of any agreement reached with an employee organization. By copy of my memorandum to Karen Rehfeld, Director of the Office of Management and Budget (enclosed), please accept my report of the monetary terms of the collective bargaining agreement reached between the State and the Inlandboatmen's Union of the Pacific, Alaska Region.

The monetary terms of this agreement must be submitted to the Legislature for approval pursuant to AS 23.40.215. I respectfully request that the Legislature approve the monetary terms of this agreement pursuant to AS 23.40.215(b).

If I or my staff may answer any questions or provide further information, please do not hesitate to contact me.

Sincerely,



Rebecca L. Hultberg

Enclosure

cc: Karen Rehfeld, Director of the Office of Management and Budget

M E M O R A N D U M
Department of Administration
Office of the Commissioner

State of Alaska

To: Karen Rehfeld, Director
Office of Management and Budget
Office of the Governor

Date: April 7, 2011

From: Rebecca L. Hultberg 
Commissioner

Phone: 465-2200

Subject: Monetary terms of the July 1, 2011 to June 30, 2014, Collective Bargaining Agreement between the State and the Inlandboatmen's Union of the Pacific, Alaska Region.

The Administration has concluded the negotiations process with the Inlandboatmen's Union (IBU). If approved by the Legislature the monetary terms of this agreement become effective July 1, 2011 and remain in effect through June 30, 2014.

I. Terms Requiring Appropriation.

Current Legislative session

Effective July 1, 2011, the employer health premium contribution shall increase per member for a total of \$1,250.00 a month.

Effective July 1, 2011, the wage schedule in effect on June 30, 2011, shall increase by two (2%) percent.

Future Legislative sessions

Effective July 1, 2012, the employer health premium contribution shall increase by the amount of money necessary to maintain coverage under the Select Benefits Default/Economy plan.

Effective July 1, 2012, the wage schedule in effect on June 30, 2012, shall increase by two (2%) percent.

Effective July 1, 2013, the employer health premium contribution shall increase by the amount of money necessary to maintain coverage under the Select Benefits Default/Economy plan.

Effective July 1, 2013, the wage schedule in effect on June 30, 2013, shall increase by one (1%) percent.

II. Change in State Revenues.

No term of this agreement would result in a change to State revenues.

III. Change in Productive Work Hours.

No term of this agreement would result in a change to productive work hours.

IV. Terms addressing employee compensation, not requiring appropriation.

To term of this agreement addresses employee compensation, but not require appropriation.

This report of monetary terms is consistent with the requirements of the Public Employment Relations Act. Please forward these monetary terms to the Legislature in accordance with AS 23.40.215.

Cc: Commissioner Marc Luiken
Department of Transportation and Public Facilities

Laura Baker, Director
Division of Administrative Services, DOT&PF

Cheri Lowenstein, Director
Division of Administrative Services

Kim Garner, Director
Division of Finance

Nicki Neal, Director
Division of Personnel and Labor Relations

RULE 1 - SCOPE

1.01 The Rules contained herein constitute an Agreement between the STATE OF ALASKA, hereinafter referred to as the Employer, and the INLANDBOATMEN'S UNION OF THE PACIFIC, ALASKA REGION, representing the employees as classified within this Agreement, hereinafter referred to as the Union, governing wages, hours and conditions of employment on the Employer's ferries and any other waterborne carrier owned, operated, or leased for operation by the Marine Highway System, State of Alaska. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that this Agreement is the entire Agreement and includes all collective negotiations during its term except those that specifically arise through Rule 36.

1.02 Any additions, deletions or changes that are negotiated during the life of this Agreement shall be in the form of a written amendment or addendum and shall become part of this Agreement.

1.03 It is mutually understood that there is no desire on the part of the Union to dictate the business policies of the Employer but when the Employer contemplates a change in policy affecting the welfare of the employee, proper and reasonable notice shall be given to the Union. Should a dispute arise, it shall be settled in accordance with Rule 14.

1.04 - Labor Management Committee Purpose.

The purpose of labor-management committees, where established, is to facilitate communication between the parties and to promote a climate conducive to constructive Employer/employee relations.

Procedures

A joint labor-management committee may be established by written agreement at the executive level. Agreements establishing committees shall be entered into by the Division of Labor Relations and the Union.

Committees shall meet as agreed. Written agenda will be prepared and forwarded to the Division of Labor Relations and the Union in advance of all meetings.

Committees shall have no power to contravene any provision of this Agreement, to enter into any agreements binding the parties, or to resolve issues or disputes surrounding the implementation or interpretation of the Agreement. Matters requiring a contract

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modification shall not be implemented until a written letter of agreement has been executed by the Union and the Employer.

No discussion or review of any matter by a committee shall forfeit or affect the time frames of any dispute resolution procedure contained in this Agreement. Issues that should be resolved through such procedures shall be referred to and handled pursuant to that procedure. Matters that have been submitted to any formal dispute procedure or that are in litigation shall not be discussed.

1.05 Commencing in calendar year 2005, the State of Alaska shall have the ability to contract for the passenger and vehicle service for the following ports: Angoon, Gustavus, Hoonah, Kake, Tenakee and Pelican and IBU jurisdiction shall not apply.

Union to State
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RULE 2 - RECOGNITION

The Employer recognizes the Union as the exclusive representative of all employees as classified herein, and as the sole collective bargaining agent for the purpose of acting for the employees in negotiating wages, hours, conditions of employment and interpreting this Agreement, and adjusting disputes.

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RULE 3 - HIRING

3.01 The Employer may employ from any source, including the Union, but shall give first consideration to applicants who are residents of Alaska. If called upon to do so, the Union agrees to furnish the Employer qualified and satisfactory personnel for any classification covered by this Agreement.

3.02 The employer will notify the Union's Regional Office of each employee hired or separated within ten (10) working days of the action.

3.03 The Union agrees that all nonpublic personnel information provided to them by the Employer shall be used only for purposes related to the execution of the Agreement; and that the Union shall be responsible for the protection and security of information provided.

3.04 The Union will provide the Employer with an Employee Contact Form which the Employer will include in all "new hire" and "orientation" packets for unlicensed vessel employees. The Employer will return the contact form to the Union in a timely manner. Disputes arising under Rule 3.04 shall be processed only under the parties' complaint procedures.

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RULE 4 - DEFINITIONS

4.01 - Employees

(A) Regularly Assigned Employee. An employee who has been awarded a specific position on board a given vessel in accordance with **Rule 28** of this Agreement and who is working their Regularly Assigned Position.

(B) Relief Employee. An employee with a minimum of thirty (30) company seniority points who is working on an as-needed basis.

(C) Seasonal Employee. An employee who has less than thirty (30) company seniority points and who does not have a Regularly Assigned Position.

(D) Regularly Assigned Relief Employee (RARE). An employee who has been awarded a bid job in a given classification to relieve Regularly Assigned Employees (RAEs) for vacation or sick leave, or to fill vacant bid positions in the given classification until the implementation of new bid awards.

Employees assigned as RAREs may be required to work irregular assignments without benefit of a scheduled week off.

(E) Displaced Regularly Assigned Employee (DRAE). A Regularly Assigned Employee (RAE) who is displaced in the work force.

(F) Probationary Employee. An employee who has not completed 1,092 hours in work status in the southeast system or 1,456 hours in work status in the southwest system.

(G) Extra and/or Turnaround Employee. An employee who is dispatched for less than a full workweek and is in addition to the minimum number of positions authorized by AMHS for the full workweek on the weekly crew list.

(H) In-port Extra. An employee who works on board an AMHS vessel while the vessel is in revenue service and in port. The In-port Extra will not be considered part of the sailing crew.

(I) Reduction in Force: Reduction in Force (RIF) is defined as any time an AMHS vessel is taken out of revenue service for a scheduled yard or lay-up period with a scheduled return to revenue service. During the summer, emergency service or breakdown must be in excess of thirty (30) continuous days for this definition to apply.

(J) Deadheading is defined as transportation on vessels between regular ports of call in which the employee resides and the change port of the position to which assigned.

4.02 - Regularly Assigned Positions

Positions on board a given vessel and crew ("A" or "B") which are filled in accordance with **Rule 28** of this Agreement.

4.03 - Vessels

(A) In Service. A vessel is in service when leaving overhaul, with sea watches set, and not conducting revenue operations.

(B) Revenue Service. An in service vessel is in revenue service when it is taking on paying passengers, vehicles or cargo.

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RULE 5 - UNION MEMBERSHIP

5.01 Persons employed in the bargaining unit shall be notified by the Employer at the time of hire that they have fourteen (14) days to contact the appropriate Union office to be informed of the Union security provisions of this Rule. The employee shall contact the Union office on their own time and shall be introduced to the Inlandboatmen's Union of the Pacific, Alaska Region, (IBU) Ship's Delegate by the Purser.

5.02 All employees covered by this Agreement shall, within thirty (30) days after employment with the Employer, be or become members of the Union and shall thereafter as a condition of employment tender the dues and initiation fees or other fees as required by AS 23.40.220.

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

5.04 Upon notice by the Union that an employee has been employed for more than thirty (30) days and is not in compliance with the provisions of this Rule and demonstration by the Union that it has provided employee with the procedural protections required by law the Employer shall terminate the employee. Termination shall become effective within thirty (30) days after receipt of the aforesaid notice to the Employer by the Union.

The Union shall defend, indemnify, and save the Employer harmless against any and all claims, demands, suits, grievances or other liability (including attorney's fees incurred by the Employer) that arise out of or by reason of actions taken by the Employer pursuant to this section, except those actions caused by the Employer's negligence. If the Union undertakes the defense under this section, it shall at its option select counsel to conduct the defense.

5.05 The Employer agrees not to discriminate against any employee for membership in the Union or activity in behalf of the Union, provided such activity is not contrary to law or this Agreement.

5.06 Each crew shall have a ship delegate designated in writing by the Union to check overtime and pay discrepancies and to handle shipboard disputes. The Union and all ship delegates will be provided a copy of all office directives pertaining to changes in work rules or conditions of

employment. The Union will notify the Employer in writing of any changes in designation of ship delegates.

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RULE 6 - NONDISCRIMINATION

6.01 The Employer and the Union agree that there will be no unlawful discrimination against any employee or applicant for employment because of race, religion, physical handicap disability, marital status, change in marital status, pregnancy, parenthood, sex, color, age, genetic information, or national origin.

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

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RULE 7 - CREW REQUIREMENTS

7.01 The minimum crewing requirements for each vessel shall be in accordance with the Certificate of Inspection issued by the Coast Guard under which the vessel is licensed to operate.

7.02 The Employer and the Union agree that every effort will be made to crew the vessels of the Employer with the minimum crew required in Rule 7.01. Summer positions will be filled on the closest crew change date prior to June 1, and will be carried onboard to the closest crew change date following September 15. A weekly crew list will be prepared by the personnel section of the Alaska Marine Highway System identifying the minimum authorized number of positions to be filled. If it is necessary that an employee must work on off-duty hours due to a missing crew member or members, the employee shall be paid overtime for this work in accordance with Rule 22.

7.03 It is recognized that the Employer retains the right to transfer crew members between vessels to accommodate peak traffic loads, absences, changes in scheduling or other valid business needs. Except in cases of emergency, the affected crew member will be notified in writing of such transfers at least one (1) week in advance of the scheduled transfer date. Notice of transfer shall be sent to the Union at the time such notice is provided to the employee. The Employer shall make every effort to minimize such transfers for classifications above the entry level by the temporary upgrade of employees, whenever practical.

7.04 (A) During lay-up, shipyard, drydocking or maintenance status of a vessel, security work will be performed by the crew of the vessel, whenever AMHS crewmembers are assigned and living aboard the vessel.

(B) By —crew|| of the vessel the IBU-P considers members of the MM&P and MEBA units that are part of the operational crews of the vessels to be part of the crew. It is not the intent of this bargaining unit to displace any members of these other bargaining units when it comes to doing security work. If the need arises to have additional crew onboard or there is not sufficient members from the other units available it is expected IBU-P personnel will be used.

(C) When a vessel is —turned over|| to a shipyard for a federally funded project, or is to be mothballed for five (5) months or more, it will be at the State's discretion whether or not crew will be assigned to the vessel while in the hands of the shipyard.

7.05 If the State of Alaska, Alaska Marine Highway System provides services onboard it's vessel, then IBU employees shall perform those services, therefore not allowing AMHS to contract out any current service onboard it's vessels.

7.06 The IBU will provide steward service whenever a MMP or MEBA officer ~~Master or Mate~~ is assigned to and living aboard the vessel.

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RULE 8 - HEALTH AND SAFETY

8.01 The health and safety of employees shall be reasonably protected.

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

8.03 Employee physicals may be required by the Employer to be performed by a doctor of the Employer's choice and at the expense of the Employer. The Employer will provide at no cost or reimburse the employee for immunization against Hepatitis A, B, and C, where appropriate to the employee's regularly assigned duties. The parties will meet and confer to determine the positions for which any or all of these immunizations are appropriate.

8.04 The Employer will continue to provide advanced first aid training to selected unlicensed vessel personnel in the interest of passenger and crew safety. Safety devices and first aid equipment as may be needed for safety and proper emergency medical treatment will be available aboard ship.

8.05 There shall be safety meetings, called by the Master of the vessel, of the safety committee including the Union delegate and a representative of each department for the purpose of reviewing safety practices and programs at least once each month. Written recommendations will be responded to in writing by the Employer within thirty (30) days. The ship's delegate and the Union will receive a copy of the minutes and response.

8.06 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 Marine Inspection Division of the US Coast Guard (USCG). Interim disciplinary action may be taken until the USCG has made a finding on safety. Interim disciplinary action shall be restricted to full documentation of the circumstances.

8.07 - Safe Work Practice

(A) No lashing or unlashng of vehicles shall be done while the vessel is underway except for the safety of the vessel and its cargo.

(B) When unlicensed personnel are assigned to work inside the elevator or dumb-waiter shafts at least two (2) crew members shall be assigned.

(C) Crew members shall not work on portable ladders, staging or any other contrivance that elevates the employee above the deck when the vessel is underway except in case of an emergency.

(D) No work shall be required to be performed on the ship's funnel or stack while main engines are in operation except in emergency.

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

(F) Any dust-producing work, especially sawing and equipment grinding of asbestos-containing materials or removal of lagging shall be done with "NIOSH" approved safety equipment. Any work on asbestos containing materials shall be performed by certified asbestos workers.

8.08 - Safety Certifications

(A) All employees will be encouraged to obtain a US Coast Guard Proficiency in Survival Craft certificate and a STCW Certificate for the Proficiency in the use of survival craft within six months from the date of meeting the necessary Coast Guard sea time requirements. All employees shall be required to obtain the Proficiency in Survival Craft certificate and an STCW Certificate for the proficiency in the use of survival craft within one year after completing the necessary sea time requirements as a condition of continued employment with the Employer. The parties agree to meet and confer regarding the effect of new or revised safety regulations.

(B) Employees shall not be dispatched to positions listed on the Station Bill unless they possess the required qualifications.

8.09 The Employer will provide safety items and apparel as required for the safe performance of the job. Such items shall include where necessary, hard hats, safety goggles, ear protection devices, welder's apparel, safety harness for going aloft, and breathing devices. Employees refusing to wear the proper items may be subject to disciplinary action.

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8.10 The parties recognize that certain employees may, in the performance of their duties, come in contact with asbestos. When an employee provides evidence to the Employer of having undergone an examination for asbestosis, the Employer will reimburse that employee one hundred and five dollars (\$105.00). To qualify for reimbursements as provided above, the employee must show proof of the examination within six months of the examination. No more than one (1) such reimbursement will be paid to an employee in any twelve (12) month period.

8.11 The Employer will maintain a record of an employee's training that meets US Coast Guard regulations. The Employer will provide the employees training record to the employee upon request.

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RULE 9 - OCCUPATIONAL INJURY AND ILLNESS BENEFITS

9.01- Unearned Wages

In the event an employee becomes ill or is injured while in the service of the Employer's vessel, the employee shall receive wages and benefits until returned to their change port or employee's port of residence, whichever is soonest. During the period of time that an employee is receiving unearned wages for a work related illness or injury, the employee may not receive additional income supplementation by claiming accrued annual leave or medical/sick leave. In order to receive unearned wages employees must submit an Unfit for Duty form within seventy-two (72) hours from leaving the vessel.

9.02 - Transportation

In the event an employee becomes ill or is injured while in the service of the vessel, they will be furnished meals, lodging and transportation by AMHS vessel until returned to their change port. This provision shall apply only when the employee is not hospitalized and has notified the vessel department head or the Port Captain's Office of their medical status. If determined by the Medical Person in Charge (MPIC) that the employee has a serious illness and the employee cannot be returned to their change port by an AMHS vessel within twenty-four (24) hours the Employer will provide commercial transportation.

9.03 When hospital treatment is required, transportation to and from the hospital will be furnished by the Employer if the employee becomes ill or needs medical attention while in the service of the vessel and a Master's certification has been issued. Upon release from the hospital, transportation to the employee's change port shall be provided upon request, provided said transportation is connected to an assignment.

9.04 Seniority shall accrue while the employee is paid Worker's Compensation benefits for the time absent from work providing the employee was eligible for dispatch based on their seniority.

9.05 The Employer shall provide the Union with written notice of all job-related injuries in a timely manner.

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RULE 10 - COMPENSATION FOR LOSS OF EFFECTS

10.01 In the event of shipwreck, stranding, sinking, burning, flooding or collision of the vessel, crew personnel will be reimbursed for loss of personal effects, instruments, and equipment in the amount up to two thousand dollars (\$2,000). Each crewmember must provide the Employer with an itemized list of their losses including replacement values. Reimbursement may be made for items over \$2000 up to \$5000 if supported by receipts.

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RULE 11- CASH ALLOWANCE FOR SUBSISTENCE AND QUARTERS

11.01 When the employee is in work status away from home and quarters are not furnished, the employee shall be entitled to a quarters allowance of ninety-five dollars (\$95.00) per day between May 16 and September 15 and eighty-five dollars (\$85.00) per day between September 16 and May 15.

In the event that quarters are not available at the contracted quarters allowance rate the employee shall be reimbursed for necessary receipted expenses for quarters.

11.02 When an employee is in work status away from home and meals are not furnished, the employee shall be entitled to a meal allowance in accordance with the State Administrative Manual. In the event that the rate for meal allowance designated in the State Administrative Manual for Southeast Alaska is increased, the rate specified herein shall be increased by the same dollar amount.

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RULE 12 - CHANGE PORTS AND TRAVEL BETWEEN ASSIGNMENTS

12.01 - Change Ports

Currently, regularly assigned change ports in Southeast are Juneau, Ketchikan, Metlakatla, and in Southwest are Cordova, Valdez and Homer. Each Regularly Assigned Position shall have a designated crew change port. Changes in these change ports shall be designated by the Employer. Should the Employer make a change to the change port of a vessel, moving costs or travel expenses will be paid for affected crewmembers in accordance with Rule 12.09. The Employer will determine whether moving costs or travel expenses are to be paid on a case by case basis. All employees shall utilize only the designated change port for the position to which assigned, unless specifically exempted in writing by the Employer.

12.02 - Responsibility to Relieve

It shall be the employee's responsibility to relieve as scheduled. Failure to relieve as scheduled may be grounds for disciplinary action, including possible discharge, unless such failure to relieve has been approved at least twenty-four (24) hours in advance by the Ketchikan personnel dispatcher. Exceptions will be made in cases of sudden illness or accident-related emergencies. Routine medical, dental or personal business appointments shall not be considered an emergency. When crew change occurs on weekends, prior notification of unavailability will be given to the dispatching personnel by the close of business on Friday. The Employer shall not be liable for travel and/or other expenses incurred by employees traveling to or from their assignments, except as specifically provided in this Agreement.

12.03 - Relief At Other Than A Regularly Assigned Change Port

When an employee is relieved or assigned at a port other than a regularly assigned change port, the employee is entitled to receipted necessary travel expenses or airfare equivalent, whichever is less, and travel pay based on air travel, to return to the regularly assigned change port in which the assignment began.

12.04 - Travel Between Assignments

(A) To Regular Assignments. If a Regularly Assigned Employee resides at a port other than the designated change port for their position, the employee shall be obligated to deadhead or travel at their own expense to be available at the designated change port to relieve when scheduled to do so.

(B) To Temporary Assignments. If a Regularly Assigned Employee is temporarily assigned duties which involve a crew change or work assignment at other than their regularly assigned change port, the employee is entitled to travel pay and receipted necessary travel expenses for travel between the employee's regularly assigned change port and the temporary change port.

(C) When an employee is entitled to necessary travel expenses (including air fare and ground transport) these expenses will be paid in accordance with the Alaska Administrative Manual. Employees choosing to travel at another time or using means other than that provided by the Employer will be reimbursed for receipted expenses up to the dollar amount of the travel that would have been provided by the Employer. All requests for reimbursement must be submitted within sixty (60)

days from the employee's release from the vessel. Travel expenses will not be paid for the portion of travel provided by the Employer on its vessels.

12.05 - Travel Between Assignments -- Displaced Regularly Assigned Employees, Relief, and Regularly Assigned Relief Employees

Relief Employees, RAREs, and DRAEs shall identify a designated change port, either Juneau or Ketchikan. When a Relief Employee, RARE, or DRAE receives an assignment at other than the employee's designated change port, the employee shall receive receipted necessary travel expenses for travel between the assignment and the designated change port.

12.06 - Travel Between Assignments -- Seasonal Employees

Seasonal Employees may "deadhead" to and from the assigned change port for the position which they are relieving, but will not be paid air transportation, travel expenses or travel pay. This applies to assignments or reliefs made at the regularly assigned change ports.

12.07 - Deadheading

Deadheading may be permitted at the commencement and termination of each assignment. Employees who are permitted to deadhead may take meals without charge. Berths will be furnished free of charge whenever possible on a space-available basis, but the Employer shall not be liable for travel and/or other expenses incurred by an employee traveling to the employee's change port by means other than vessels of the System. The Employer agrees to eliminate deadheading whenever and wherever possible, if no additional cost such as early call back or minimum guarantee is involved, and if it is mutually agreeable between the Union and the Employer.

12.08 - Travel Pay

When an employee is eligible for travel pay as provided elsewhere in this Rule, it shall be computed on the basis of straight-time pay for the actual hours involved in traveling to or from an assignment. Employees will receive a minimum of four (4) hours travel pay per trip, including time worked on assignment during the same day. Employees will receive a maximum of twelve (12) hours travel pay in any twenty-four (24) hour period, regardless of mode of travel involved. Travel pay time begins at airline check-in time, when air transportation is used, or at the scheduled departure time of the Employer's vessel, when necessary or directed to travel by vessel. Travel pay ends upon arrival at the port of destination, if the assigned vessel is in port. If the vessel is not in port, travel pay ends upon arrival of the vessel. When it is necessary to await arrival of the vessel, Rule 11, Cash Allowance for Subsistence and Quarters, will apply. Claims for subsistence shall be made on Form 02-027, State of Alaska Travel Authorization. Travel time will apply towards minimum guarantee but shall not be included in straight-time hours in determining when overtime will commence.

12.09 - Transfer or Changes of Assignment

All additional costs incurred by a transfer or change of assignment at the convenience of and request by an employee shall not be the responsibility of the Employer. This includes transfers caused by initiation of a bid award and employees' costs incurred upon returning to their regularly assigned positions after a reduction-in-force period. Expenses incurred when a transfer or permanent change of assignment of a Regularly Assigned Employee is at the direction of and for the convenience of the Employer shall be the responsibility of the Employer. When employees are permanently transferred for the convenience of, and at the direction of the Employer, other than through the bid process to work assignments in Southwest Alaska from a Home Port within the Southeast System (or vice versa), or due to the Employer making a change in change ports, reimbursements for actual moving expenses incurred shall be in accordance with the State travel regulations.

12.10 - Temporary Assignments Between Designated Change Ports

The parties agree to allow temporary assignment changes between designated change ports in order to eliminate deadheading and reduce travel expenses.

12.11 The Inport Extra Employee will be entitled to one (1) hour travel pay per assignment.

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RULE 13 - VISITATION

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

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RULE 14 - SETTLEMENT OF DISPUTES

14.01 It is desired that differences between employees and supervisors be resolved quickly and satisfactorily as possible. To achieve this goal, employees are encouraged to discuss such differences with their supervisor as soon as they are aware of the event leading to the difference and prior to the filing of a grievance. Supervisors are similarly encouraged to be responsive to such discussion. Adjustments may not conflict with this Agreement or applicable written laws or regulations and shall not be precedential. The dispute may be brought to the attention of the Vessel Master within forty-eight (48) hours of the action or inaction. Failing resolution, the Vessel Master shall have ten (10) calendar days to respond in writing to the employee.

Such discussion is at the employee's option. Regardless of whether this option is exercised the time limits for filing a grievance or complaint shall be adhered to. This means that if the Vessel Master has not responded or if the employee is not satisfied with the Vessel Master's response, the Union must file a written grievance or complaint at Step One within the time limits set forth in the provisions of Rule 14.02 or 14.03.

14.02 - Grievance Procedure

A grievance shall be defined as any controversy or dispute involving the application or interpretation of the terms of this Agreement arising between the Union or an employee or the employees and the Employer. The Union or the aggrieved employee or employees shall use the following procedure as the sole means of settling grievances.

(A) To qualify for consideration under the grievance procedure set forth in this Rule, the grievance shall be brought to the attention of the Employer through the Union in writing within thirty (30) calendar days of the occurrence of the disputed action or inaction, or of the date the employee is made aware of the action or inaction, whichever is later. The appeal of a dismissal, demotion or suspension must be brought to the attention of the Employer through the Union in writing within fifteen (15) calendar days of the date the employee is notified of the action.

(B) Written grievances at Steps One through Three shall be processed on forms provided by the Employer and shall, at all levels of the grievance procedure, cite specific rules alleged to have been violated and relief sought. All time limits expressed herein may be extended by mutual agreement of the parties, but it is understood that time is of the essence and that grievances must be timely appealed in order to utilize this grievance procedure.

(C) STEPS IN THE GRIEVANCE PROCEDURE

STEP ONE: Within thirty (30) calendar days of the disputed action or inaction, or the date the employee is made aware of the action or inaction, whichever is later, the Union may submit a grievance in writing to the AMHS General Manager. The AMHS General Manager shall attempt to resolve the matter and shall report the decision to the Union in writing within fifteen (15) working days of its presentation.

STEP TWO: Failing to settle the grievance at Step One, the appeal may be submitted in writing by the Union to the Commissioner of Transportation and Public Facilities within fifteen (15) working days after the response from the AMHS General Manager is due or received, whichever is earlier. The Commissioner of Transportation and Public Facilities or designee shall respond in writing within fifteen (15) working days after receipt of appeal.

STEP THREE : Failing to settle the grievance at Step Two, the appeal may be submitted in writing by the Union to the Commissioner of Administration within fifteen (15) working days after the response from the Commissioner of Transportations and Public Facilities is due or received, whichever is earlier. The Commissioner of Administration or designee shall respond in writing within twenty (20) working days after receipt of appeal.

STEP FOUR : If a dispute over the correct interpretation or application of this Agreement remains unresolved after being timely processed through the preceding steps, it shall proceed to binding arbitration if the Union so requests within thirty (30) calendar days after the date of the response from the Commissioner of Administration is due or received, whichever is earlier. Such request shall be made in writing to the Director of Division of Personnel and Labor Relations or designee and shall specify which Rule or Rules are alleged to have been violated and the specific nature of that violation.

(D) Within ninety (90) days after the signing of this Agreement the Employer and the Union shall jointly request from the Federal Mediation and Conciliation Service the names of twenty-one (21) qualified arbitrators in the Pacific Northwest United States. From this list of arbitrators the Employer and the Union shall alternately strike from the list one name at a time until seven names remain on the list. Thereafter, on each occasion requiring an arbitrator, the parties will promptly select the arbitrator by alternately striking names from the list until only one (1) name remains. The party requesting arbitration shall strike the first name. The last name remaining on the list shall be the arbitrator, and arbitration shall commence on a date to be selected by agreement of the arbitrator and the parties.

(E) The arbitrator shall issue a decision and award in writing within thirty (30) calendar days after the close of the hearing, which decision and award shall be final and binding on each of the parties. The arbitrator shall have no authority to rule contrary to, amend, add to, subtract from or eliminate any of the terms of this Agreement. The arbitrator shall have the power to return a grievant to employee status with or without restoration of back pay or mitigate the penalty as equity suggests under the facts if a contractual violation is determined by the arbitrator. Should either party fail or refuse to abide by the decision of the arbitrator, the other party shall be free to petition to the Labor Relations Agency for enforcement of the Agreement.

(F) In any arbitration proceeding held pursuant to this Rule the 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.

14.03 - Complaint Procedure

A complaint is defined as: 1) any controversy, dispute or disagreement arising between the Union or an employee(s) and the Employer that does not concern the application or interpretation of the terms of this Agreement, or 2) is the appeal of the discharge or discipline of a probationary employee not holding permanent status in any classification. The following shall be the sole means for settling complaints.

(A) A complaint must be brought to the attention of the Employer consistent with the procedures set forth in this Rule within thirty (30) calendar days of the effective date of the action or inaction or the date the employee is made aware of the action or inaction, whichever is later (except as provided in Rule 14.01 regarding onboard disputes).

(B) Date of receipt of a complaint or response shall be either seven (7) calendar days following date of postmark or the date of a signed verification of receipt. Allotted time frames may be extended by mutual agreement.

(C) Complaints shall be processed on forms provided by the Employer and agreed to by the Union.

(D) The complaint will state the facts from which it arises, the rules, procedures or conditions which should be considered and the remedy requested. Adjustments to complaints shall not conflict with this Agreement or applicable written policies, laws or regulations.

(E) Appeals shall be in writing with a copy of the original complaint attached.

(F) STEPS IN THE COMPLAINT PROCEDURE

STEP ONE: Complaints will be presented on the provided forms by the Regional Director of the IBU-P to the AMHS General Manager. The General Manager shall respond in writing to the Union within ten (10) working days from receipt of the Step One complaint.

STEP TWO: Failing to resolve the complaint at Step One, the Union may appeal the complaint to the Commissioner of Transportation and Public Facilities within ten (10) working days after the response from the General Manager is due or received, whichever is earlier. The Commissioner of Transportation and Public Facilities shall respond in writing within ten (10) working days from the receipt of the Step Two filing.

STEP THREE: If the complaint is unresolved at Step Two, the Union may appeal the complaint to the Commissioner of Administration within ten (10) working days after the response at Step Two is due or received, whichever is earlier. The

Commissioner of Administration shall respond in writing within fifteen (15) working days from the receipt of the Step Three filing. The decision of the Commissioner of Administration is final and shall settle the matter.

14.04 There shall be no strikes, lockouts, sympathy strikes, slow downs or stoppages of work during the term of this Agreement, it being the intent of the Employer and the Union that all disputes be settled in accordance with the provisions of this Agreement. Notwithstanding this, however, no employee working under this Agreement shall be required to board any vessel of the Employer that is being picketed by any union in connection with a lawful primary strike sanctioned by the National President of the Inlandboatmen's Union of the Pacific.

14.05 An employee shall have the right to examine his/her own personnel file or files. Documents implementing penalties which are later reversed in the grievance-arbitration procedure shall be removed from the personnel file. The parties agree that this provision does not preclude the maintenance of such records in separate files, provided that such documents shall not be forwarded to potential employers within or outside State government.

3-31-2011

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March 31, 11
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Union to State
Feb 3, 2011 10.19
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RULE 15 - WORKING CONDITIONS

15.01 Employees shall perform all duties as assigned by their supervisors. Whenever possible and practical, the Employer will equalize the assignment of less desirable work.

15.02 One (1) employee from the deck department and one (1) from the engine department on an alternate basis, and one (1) employee from the steward's department will do sanitary work in their respective areas in the crew's head, showers and passageways in crew's quarters and will be allowed two (2) hours during their regular work hours to perform this work.

15.03 Tie-Up and Let-Go

When tying up or letting go, no less than two (2) employees shall be assigned to each line as it is being handled.

15.04 Taking on ship's fuel oil, lube oil, fresh water, and the handling of shore-to-ship and ship-to-shore power cables shall be the duties of the Junior Engineer and Wiper except on the M/V Aurora and LeConte will it be handled by the Oiler.

15.05 During the peak meal hours one (1) additional employee may be assigned when required to assist the crew waiter at the discretion of the Chief Steward. No watch-stander shall be required to report for watch duty nor retire from watch duty without being served meals, provided that the member reporting for watch reports to the crew mess at least twenty (20) minutes prior to commencement of their watch and the relieved member proceeds directly to the crew mess.

15.06 Crew members called out for the tie-up and let-go shall assist with loading and unloading and lashing of vans as necessary and may be used for other lawful duties.

15.07 The Employer agrees that sea watches shall not be broken when in-service vessels are laying over due to a schedule change. It is recognized that watch-standers may be temporarily reassigned as day-workers in order to increase productivity during these temporary layovers.

15.08 When engine room day workers are required to work between the hours of 2200 to 0600 and cannot receive a six (6) hour break before the scheduled reporting time for their next shift the starting time of the shift may, at the employee's option, be delayed until a six (6) hour break has been taken.

15.09 No ship scaling or other noise-producing work will be performed before 0600 or after 2000.

15.10 Watchmen may be required to do such work or other duties that are normally assigned to Able Bodied Seamen or Ordinary Seamen.

15.11

(A) Oilers and Junior Engineers may be required to perform normal wiper duties only on the M/V LECONTE and the M/V AURORA, without the payment of overtime.

(B) Oilers shall not be required to perform any maintenance work while the vessel is underway and they are on watch.

15.12 Only sanitary work shall be performed on Sundays or holidays and between the hours of 1800 and 0600. Such work shall consist of the following: cleaning pilot house and pilot house windows, cleaning crew's heads and showers, cleaning crew's passageways, cleaning stairwells, hosing down car deck, dumping refuse buckets, sweeping and mopping floor plates, cleaning up loose oil.

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

15.13 - Formal Training

(A) Employees undergoing employer-directed, instructor facilitated training will receive travel allowances in accordance with Rule 11 and will be provided transportation in cash or in kind. "Employer directed training" for the purpose of this rule shall be a written, employee specific travel and training authorization.

(B) Employees residing within fifty (50) road miles of the training site will not be entitled to travel or transportation under this Rule.

(C) Minimum Guarantee shall not apply, except for recurring training required by the Employer that exceeds thirty-five (35) hours of instruction per week at intervals of thirty-six (36) months or less.

(D) Employees will be paid for actual training time. Regularly Assigned Employees will be paid at the straight-time rate of their bid job and all others will be paid at the rate of their last assignment.

(E) Employees may be reimbursed for tuition for other than Employer-directed training.

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March 2, 2011
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RULE 16 - SHIPYARD, LAY-UP, AND TERMINAL WORK

16.01 When vessels are tied up and watches are broken, such as at a shipyard, lay-up, or tie-up terminal, those crew members assigned to work on the vessel shall work a forty-two (42) hour workweek. The change in work schedules from ship's watch time to shipyard, lay-up, or tie-up time shall occur at the nearest noon or midnight after leaving service and at the nearest noon or midnight before entering service. During such periods employees shall be paid for the first forty-two (42) hours of work at the straight-time rate and Rule 25 shall apply.

16.02 All time worked during a forty-two (42) hour workweek assignment in excess of eight and four-tenths (8.4) hours per day or five (5) consecutive days of forty-two (42) hours per week shall be paid at the overtime rate of one and one-half (1-1/2) times the straight-time rate of pay. In computing weekly hours, the ship's watch time on the eighty-four (84) hour workweek schedule and shipyard, lay-up or tie-up time on the forty-two (42) hour week schedule shall not be combined. Upon leaving shipyard, lay-up or tie-up status, overtime for sea time will commence after completion of the regular seven (7) day, eighty-four (84) hour workweek.

16.03 Any crew members assigned to vessels which are tied up at shipyards, lay-up or tie-up terminals who are working a forty-two (42) hour week performing repairs, maintenance work, maintaining heating and maintaining ship's security over weekends may be assigned to work periods of five (5) consecutive days on duty and two (2) consecutive days off duty and will not receive overtime penalty pay as such for working Saturday or Sunday. If called back on their assigned days off, (after having worked a full five (5) day workweek) they will be paid for actual hours worked at the overtime rate of pay. Department supervisors will first seek volunteers for work on assigned days off prior to ordering employees to work overtime hours. Assigned days off refer to two (2) consecutive days off duty only.

16.04

(A) On vessels with adequate or sufficient staterooms and numbers of crew quarters, all IBU crew members assigned to a vessel in shipyard or lay-up status will be assigned single occupancy quarters during the period.

(B) Crew members assigned to occupy passenger staterooms will, prior to moving back to assigned crew quarters, clean the stateroom used to the satisfaction of the Chief Mate, Chief Steward, and IBU's Ship Delegate. Use and cleaning of passenger staterooms so used shall be at no cost to the Employer. An employee occupying such quarters may be liable for any damages caused by the employee's occupancy, normal wear and tear excepted, and damage to quarters may be grounds for immediate relocation and disciplinary action.

(C) It is recognized that operational requirements will necessitate the movement of crew members from one (1) room to another during the shipyard or lay-up period. Also, it may be necessary to require crew members to double up in the event of major repairs or refurbishment. Should these events occur it is agreed that there will be no penalty against Management for taking these actions.

TA'D 3-7-2011 13:35
G. Amity W. Hayes

(D) All revenue spaces are to be vacated promptly upon notification by Management. This will normally be ten (10) days prior to returning the vessel to service.

16.05

(A) When crew members are quartered aboard ship, no ship hull grinding, chipping or otherwise excessive noise-producing work will be accomplished after 2000 and before 0800 or on Saturday and Sunday. Normally, there will be no painting between the hours of 1700 and 0800 when crews are quartered aboard the vessel. A sanitary system including hot and cold water is to be available and in operation no later than four (4) hours after drydocking or 2000, whichever is later, unless mutually agreed to by the Union and the Employer.

(B) When the Vessel Master determines, after inspection, quarters are uninhabitable because of noise, fumes, or other environmental considerations the crew will be provided quarters ashore in kind or by payment of a lodging allowance. The Master's written determination will be given to the vessel IBU delegate or designee. Disputes will be resolved by the General Manager or designee whose decision will be final. After the fact determinations will not be made.

16.06 There shall be no splitting of shifts for personnel while in shipyard or lay-up, provided that no additional costs or personnel are required.

16.07 During annual lay-up and yard periods, a crew member may arrange to trade with another crew member on another vessel providing no overtime or shortage pay shall be paid by the Employer for such a trade and any such arrangement will be mutually agreed to in writing by the employees involved and the Employer prior to such a trade. These trades are subject to prior written approval of the Labor/Management Relief Assignment Committee.

16.08 If a vessel is scheduled to leave service for any reason, as much notice as possible will be given to the crew members. Such notice shall include the date and place of lay-up.

16.09 Displaced Regularly Assigned Employees shall accept available assignments to their assigned out- of-service vessel before being temporarily assigned to in-service vessel.

TA March 2, 2011 1:35
MMP

RULE 17 - PAY PLAN

17.01 This Agreement includes a pay plan providing a cost-of-living differential between employees living in the State and those living outside the state in accordance with AS 23.40.210.

Cost of Living Differential (COLD) payments are a geographical differential which reflects the difference in the cost of living in Alaska and Seattle, Washington. An employee establishes eligibility for COLD payments by establishing and maintaining their principal place of abode within the State.

Proof of eligibility for COLD payments must be filed annually on a form provided by the AMHS. The Employer may require an employee to provide additional documentation to support claims of eligibility for COLD payments. It shall be the employee's obligation to notify the Employer when they relocate their principal place of abode in a manner which affects eligibility for COLD.

For the purposes of this proposal Rule 17.01 (A), (B), (C), and (D) have been deleted. They will be put into the contract after the appropriate calculations have been made by the Division of Finance.

(E) Effective July 1, 2010~~2011~~, the straight time hourly rate of pay (in effect June 30, 2011~~09~~) for all classifications shall increase by ~~four~~two percent (2~~4~~0%).

(F) Effective July 1, 2012, the straight time hourly rate of pay (in effect June 30, 2012) for all classifications shall be increased by two percent (2%).

(G) Effective July 1, 2013, the straight time hourly rate of pay (in effect June 30, 2013) for all classifications shall be increased by one percent (1%).

17.02 Probationary employees who are working in one (1) of the Steward entry-level classifications shall be paid at 90 percent of the hourly rates established for that classification. Beginning with the first pay period in the month following when the employee completes the probationary period, the employee shall receive 100 percent of the hourly rates established for that classification.

17.03

(A) Upon request, one (1) Sailor's draw may be granted to an employee, of up to 50 percent gross straight-time wages earned at the time of the draw, not to exceed one thousand dollars (\$1,000.00).

(B) Upon request in shipyard, one (1) Sailor's draw per week may be granted to an employee of up to 50 percent gross straight-time wages earned at the time of the draw, not to exceed five hundred dollars (\$500.00).

(C) In an emergency situation, one (1) Sailor's draw per pay period of up to 50 percent gross straight-time wages earned at the time of the draw, not to exceed one thousand dollars (\$1,000.00) may be approved by Alaska Marine Highway System personnel staff with proper verification. An approved draw may be issued

by a Purser on a vessel or by Juneau Central Office, Alaska Marine Highway System.

17.04 An employee's vacation and sick leave will be totaled on the employee's time sheet copy at least once every quarter.

17.05 Premium pay shall not be paid in addition to any premium pay (pyramiding of premium pay is prohibited).

17.06 An employee who establishes eligibility for vacation under Rule 23.01(B), will seven (7) years after establishing such eligibility, begin receiving an annual lump sum payment equal to eighty-four (84) times that employee's straight-time hourly rate.

17.07 In the event that work performed places the employee in one (1) or more classifications when so directed by the Employer, the Employer agrees to pay such employee according to the highest-rated classification worked, provided that when the employee works more than one-half (1/2) of their regular workday at the higher-rated classification at the direction of the Employer, they shall be paid at the higher pay rate for the entire workday. When an employee is requested to work in a lower wage rate due to a temporary fluctuation in work, the employee's regular rate shall be paid for all such lower-rated work performed.

17.08 - Pay Problems

Any dispute by an employee alleging an error in their paycheck shall be brought to the attention of the Employer on employee "Notice of Pay Problem" forms within thirty (30) calendar days from the end of the pay period in which the dispute arises. It shall be the employee's responsibility to complete the form with full details of the complaint and to insure that the Union receives a copy of the "Notice of Pay Problem." The Employer shall respond within fifteen (15) working days from the Employer's receipt of the "Notice of Pay Problem." A copy of the response shall be sent to the Union. However, should the response not be satisfactory to the employee and the Union, a grievance may be entered at Step One under Rule 14.02 within fifteen (15) calendar days after the "Notice of Pay Problem" response is due or received, whichever is earlier.

17.09 - Lost Wages

If an employee is not dispatched in accordance with the seniority provisions of Rule 26 and the dispatch provisions of Rule 27, the employee is due the difference in wages of the higher classification and the wages the employee earned during that assignment, or if not dispatched the wages that would have been earned, except where lost wages are specifically excluded.

3-31-2011

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March 31, 11
3:53

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9:20

RULE 18 - HOURS -- VESSEL ON THE RUN

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

18.02 - Day Crew Members -- Twelve (12) Hours

Twelve (12) consecutive hours shall constitute a day's work, except steward's department employees who may work twelve (12) hours a day broken into any three (3) work shifts with a minimum break of two (2) hours between shifts with a minimum of one (1) six (6) hour break during a twenty-four (24) hour work period. Days on duty and days off duty shall be the same as for the watch standing crew members. On the last day of the seven (7) day workweek, the Chief Steward shall post a schedule for the crew's next workweek detailing hours on duty and off duty for each position.

18.03 In port Extras may be used to do any additional on-board work in their classification as defined by the Employer while the vessel is in revenue service and is in port.

No change

TA Feb 2, '11
BUMP 1:12 pm

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Feb 3, 2011 10.11
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RULE 19 - MONTHLY WORK

19.01 Two (2) complete crews shall be assigned to each vessel with the workdays divided evenly during each year between the two (2) crews as nearly as practicable. Each crew will work one (1) week (seven [7] consecutive days) followed by one (1) week off duty with the alternate crew relieving. The provisions of this Rule shall not apply to shipyard, lay-up or tie-up time.

19.02 - Two Week Work Tours

The parties agree to allow employees the option of a two week on/two week off schedule subject to the following guidelines:

(A) Employees working opposite, on different crews, must mutually agree on the work schedule and receive approval from the General Manager of AMHS or designee.

(B) If one of the Regularly Assigned Employees is unable to meet the assignment agreement (vacation, sick leave, etc.) the most senior relief will be offered the position with a choice of either one or two week assignment.

(C) There shall be no additional cost to the State directly related to this option.

(D) Unearned wages, payable under Rule 9, will be limited to 84 hours.

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TA's Gentry W. Stuyves 3-2-2011
13:36

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RULE 20 - EMERGENCY SERVICE

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

No change

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March 2, 2011
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2:47

RULE 21 - LATE ARRIVAL

21.01 When a vessel is delayed for any reason other than "Emergency Service" in excess of one (1) hour after scheduled time of crew change at change ports, such delay shall be termed a "Late Arrival." Scheduled time of crew change shall be determined by the port captain's memo listing scheduled crew change times and verified by dispatch's weekly crew change memos. The hours involved in such delays shall be determined by the Deck Log. Total hours shall be calculated from the scheduled crew change times. If at the time the Crew List is posted on Friday, a schedule change is implemented that calls for a longer workweek than originally scheduled, Late Arrival will not apply.

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

(A) Twelve (12) hours pay of either scale or combination thereof shall constitute a day's pay.

(B) Nonwatchstanders shall be paid for the delay one-half (1/2) at straight-time and one-half (1/2) at overtime, unless proof of time actually worked is in excess of one-half (1/2) the delay period. In that case, the overtime will apply to the time worked.

(C) The foregoing applies to delays of twelve (12) hours or less. Delays over twelve (12) hours will be handled under regular call back or overtime rules for the entire Late Arrival.

21.03 - Early Crew Change

When circumstances, other than a schedule change or a change in change ports, necessitate an early crew change, and the change is made twelve (12) or less hours early the provisions of Rule 21.02 will apply. If the change is made more than twelve (12) hours early, Rule 22.02 will apply.

TA BMP March 2, 2011

TA *Grandy W. [Signature]* 3:11
3-2-2011
15:12

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RULE 22 - OVERTIME

22.01 - Overtime

(A) When a crew member is called back to work in advance of regular straight-time and overtime is extended into straight-time, or is required to work beyond normal straight-time and straight-time is extended into overtime, the minimum overtime payment shall be one (1) hour.

(B) When crew members are released from duty having completed their regular watch and are called back to work and are released before their next watch commences, the minimum overtime payment shall be two (2) hours.

Overtime payments in excess of the minimums provided for in this Agreement shall be computed as provided above.

(C) When crew members are on overtime and are released from duty with less than one (1) hour prior to going on watch at straight-time, time shall run continuously. If crew members are called back to duty and released within one hour of completing their regular watch, this will be considered a one hour hold-over.

(D) Off watch overtime shall commence when a crew member is called out and the crew member shall be called at least thirty (30) minutes before work commences. When the deck crew is called out for mooring of the vessel, the actual time crew is called shall be entered in the ship's log for use in compiling proper time sheet entries. Crew shall remain on call-out status until released by the Master after line stowage and secured for sea.

(E) There shall be no overtime payments for work of ten (10) minutes or less beyond minimum call-out time.

22.02 When a Regularly Assigned Employee has worked a regularly assigned week (seven [7] consecutive days) and is required to work during the assigned days off (seven [7] consecutive days) the employee shall be paid at the overtime rate of time and one-half (1-1/2) for the time worked, with a minimum of twelve (12) hours at the overtime rate for the day in which the employee reports to work. When an employee is required to work on their week off due to a schedule change or change in change ports, the twelve (12) hour minimum will not apply and the employee will receive the standard six (6) hours of pay at the overtime rate for the day in which the employee reports to work. When an employee is assigned to a permanent upgrade position, this Rule shall not apply for the first consecutive seven (7) day period.

22.03 - Work in Excess of Eighty-Four Hours per Assignment

(A) Twelve (12) hours shall constitute a day's pay. Time worked in excess of twelve (12) shall be paid at one and one-half the employee's straight-time rate of pay.

(B) Eighty-four (84) hours shall constitute a normal assignment for all employees other than those dispatched as Extras or in accordance with **Rule 25.01(D)**. All employees shall be paid for time worked in excess of eighty-four hours at one and one-half the employees' straight-time rate of pay in fifteen (15) minute increments.

(C) A Regularly Assigned Employee's "normal" change day shall be the eighth calendar day after they are relieved. For example, if an employee was relieved on Friday, their change day would be the following Friday.

(D) If a Regularly Assigned Employee returns to work prior to their calendar change day as described in (C), above, the RAE will be paid at one and one-half the employee's straight-time rate of pay for six (6) hours on the day they report to work. The RAE will continue to be paid at one and one-half of the employee's straight-time rate of pay for actual time worked until their "normal" calendar crew change day. On that day, the RAE shall be paid for six (6) hours at one and one-half the employee's straight-time rate of pay, and six (6) hours at the straight-time rate of pay.

(E) When an employee is on any crew bringing a vessel in or out of the yard, sea-time will begin or end in accordance with **Rule 16**. Once the employee has completed eighty-four (84) hours of work in sea-time status, they shall be paid at one and one-half their straight-time rate of pay for actual time worked, until relieved or sea-time is broken.

(F) Employees working a two week on-two week off schedule shall receive overtime for any work in excess of one hundred and sixty-eight (168) hours.

22.04 - Computation and Assignment of Overtime

(A) There shall be no pyramiding of overtime.

(B) The employer agrees to attempt to equalize overtime between qualified employees within each department as operations permit.

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9:56

TA Gentry w/ Stamps 3-2-2011
09:56

Union to State
Feb 3, 2011 1:25

RULE 23 - VACATION

23.01- Employees Hired On or After July 1, 2008.

The vacation accrual and eligibility for accrual for employees hired on or after July 1, 2008, shall be in accordance with 23.01 (A) and (B) below.

(A) Accrual Rates. Vacation shall accrue according to the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Accrual Hours Per Year</u>
0 but less than 2	84.0
2 but less than 3	168.0
3 but less than 4	252.0
4 but less than 5	336.0

(B) Eligibility for Accrual. Eligibility for vacation shall commence once the employee has accumulated one thousand ninety-two (1,092) straight time hours of compensation. The employee will then be considered as having six months of continuous service, and shall be credited with forty-two hours of vacation. Once the employee has accumulated two thousand one hundred and eighty four (2184) hours of straight time compensation they will then be considered as having established a leave anniversary date. Upon the establishment of a leave anniversary date, the employee shall be credited with the remaining forty-two (42) hours of vacation. Vacation in successive years shall be at rate shown in **Rule 23.01(A)**.

23.02 - Employees Hired On or After April 1, 1985.

The vacation accrual and eligibility for accrual of employees hired on or after April 1, 1985, shall be in accordance with 23.02(A) and (B) below.

(A) Accrual Rates. Vacation credits shall accrue according to the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Accrual Hours Per Year</u>
1 but less than 2	84.0
2 but less than 3	168.0
3 but less than 4	252.0
4 but less than 5	336.0
5 or more	420.0

(B) Eligibility for Accrual. Eligibility for vacation accrual shall commence once the employee has accumulated two thousand one hundred eighty-four (2,184) straight-time hours of compensation. The employee will then be considered as having one (1) year of continuous service, thereby establishing a leave anniversary date. Upon the establishment of a leave anniversary date, the employee shall be credited with eighty-four (84) hours vacation. Vacation in successive years shall be at rate shown in **Rule 23.02(A)**.

Vacation benefits awarded under this Rule will not be construed as establishing seniority, which is separately defined in **Rule 26**.

Once eligible for vacation accrual, an employee will be credited with one-thirteenth (1/13) of the year's vacation accrual during every month in which the employee is compensated for a minimum of eighty-four (84) straight-time hours. An employee's leave anniversary date will be adjusted forward one (1) month for each calendar month that the employee does not receive vacation credit.

23.03 - Employees Hired Prior to April 1, 1985

The vacation accrual and eligibility for accrual of employees hired prior to April 1, 1985, shall be in accordance with **23.03(A) and (B)** below.

(A) Accrual Rates. Vacation credits shall accrue according to the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Accrual Hours Per Year</u>
1 but less than 2	84.0
2 but less than 3	168.0
3 but less than 4	252.0
4 but less than 5	336.0
5 but less than 7	420.0
7 but less than 10	504.0
10 or more	588.0

(B) Eligibility for Accrual. Eligibility for vacation accrual shall commence once the employee has accumulated one thousand six hundred (1,600) straight-time hours of compensation within any twelve (12) month period from date of original hire. The employee will then be considered as having one (1) year of continuous service, thereby establishing a leave anniversary date. Upon the establishment of a leave anniversary date, the employee shall be credited with eighty-four (84) hours vacation accrual. Vacation in successive years shall be at rate shown in **Rule 23.03(A)**.

Vacation benefits awarded under this Rule will not be construed as establishing seniority, which is separately defined in **Rule 26**.

Once eligible for vacation accrual, an employee will be credited with one-thirteenth (1/13) of the year's vacation accrual during every month in which the employee is compensated for a minimum of eighty-four (84) straight-time hours. An employee's leave anniversary date will be adjusted forward one (1) month for each calendar month that the employee does not receive vacation credit.

(C) Employees covered by this section that have vacation balances of at least one hundred and sixty eight (168) hours, shall be permitted to cash out one hundred and sixty eight (168) hours of vacation once per calendar year with the approval of the Director of the Division of Labor Relations. The employee's vacation balance shall be reduced by the number of hours for which payment is made.

23.04 - Use of Vacation

(A) Vacation shall be taken at a time that is mutually agreeable to the Employer and the crew member. All vacations and leaves of absence must be approved by the Employer in advance of their commencement. Such approval will not be unreasonably withheld.

(B) During periods of lay-up of vessels, crew members with greater amounts of vacation may be required, through joint agreement by the Labor/Management Relief Assignment Committee, to utilize this time in order to permit other members to remain working.

23.05 - Terminal Leave

In case of an employee terminating services at any time after the employee has established eligibility for vacation benefits, the employee shall receive cash payment for whatever vacation that employee has accrued.

23.06 - Vacation Pay Rate

Regularly Assigned Employees and RAREs shall be paid for vacation at the rate of their ~~regular current bid job assignment~~ employee's not holding a permanent bid position will be paid at or the rate of pay for the classification in which the majority of the employee's time was worked within the preceding year. Relief Employees shall receive the rate of the classification in which the majority of the employee's time was worked within the preceding twelve (12) months. Seasonal Employees shall be paid for vacation at the entry-level rate for the department in which the majority of the employee's time was worked within the preceding twelve (12) months. An employee who works and uses time off in the same

month must use the same pay type (Southeast or Southwest) for time off. Employees may use annual leave or A-days for an entire month, but may only combine annual leave and A-days in any one month when their annual leave or A-day account is depleted.

23.07 - Maximum Accumulation of Vacation

Vacation accrued but not used shall accumulate to a maximum of eight hundred and forty (840) hours on June 30 of any calendar year. If an employee has, as of June 30, an amount of vacation in excess of eight hundred and forty (840) hours, the excess shall be deducted from the employee's vacation balance. However, if circumstances cause the Employer to refuse an employee's timely request for vacation, the amount of vacation refused will be carried over.

23.08 - Union Business Leave

(A) Members shall have six (6) hours of vacation contributed to the Union Business Leave Bank on an annual basis. Contributions shall take place annually on or about August 1. Such vacation shall be converted to dollars at the hourly rate of the donor and transferred to the Union Business Leave Bank.

Withdrawal requests from the Bank will be for purposes of contract negotiations, executive meetings, training sponsored by the Union and other purposes as may be determined by the Regional Director. Requests for withdrawal from the Bank shall be made only by the Regional Director to the Director of the Division of Labor Relations on forms mutually agreed on by the parties and furnished by the Union. All vacation transferred to the Bank is final and not recoverable for recredit to an individual's vacation account. If the Union believes an improper contribution has been made to the business leave bank the Regional Director must request correction within thirty (30) days of the contribution or from becoming aware of the improper contribution.

Once the Bank has reached an accumulation of one hundred and ten thousand, five hundred dollars (\$110,500.00), contributions shall cease and will be reinstated only when the cash value in the Business Leave Bank drops below forty-two thousand, five hundred dollars (\$42,500.00). The Union shall be responsible for monitoring the balance in the Union Business Leave Bank and will notify the AMHS when the ceiling and floor dollar amounts are met.

(B) Employees shall be allowed to voluntarily donate vacation to the Union Business Leave Bank, subject to the following procedures and conditions:

(1) Each employee wishing to donate vacation will fill out, date and sign a vacation request showing the amount of vacation to be donated.

(2) Each such vacation request will have written or typed along the bottom, "**Vacation donation to Inlandboatmen's Union of the Pacific, Alaska Region, Union Business Leave Bank.**"

(3) Inlandboatmen's Union of the Pacific, Alaska Region, will deliver all such vacation requests to the Alaska Marine Highway System. The vacation hours shall then be converted to dollars at the hourly rate of the donor and be transferred to the Union Business Leave Bank.

(4) The Employer will not be responsible for the collection, or any statements made in relation to the collection, of said donations.

(5) All donations are final and not recoverable for recredit to the donor's account.

(6) It is understood that such voluntary vacation donations are in addition to the mandatory vacation donation of one (1) day required under Rule **23.07(A)**.

(C) The release of members from duty for Union Business Leave shall be handled on the same basis as release for vacation. Approval for such release shall not be unreasonably withheld by the Employer.

23.09 - Court Leave

(A) An employee who is called to serve as a juror or is subpoenaed as a witness shall be entitled to court leave provided that they would have been working aboard a vessel of the Alaska Marine Highway System. Employees must notify the personnel section in writing within ten (10) days of receipt of notice and prior to jury service in order to be eligible to use court leave. Court leave shall be in the form of straight-time pay for the hours of work missed due to service as a juror or witness at the pay rate that would be appropriate if the employee were on annual leave. To receive pay for court leave, the employee must turn over to the Alaska Marine Highway System all monies received from the court as compensation for service as a juror, or any monies received as compensation for service as a witness. Claims for court leave must be supported by written documents such as a subpoena, Marshall's statement of attendance and compensation for service, per diem and travel.

(B) Employees will only receive court leave pay from the AMHS for the actual time that they are physically unable to work because they either have not been excused or have been selected and physically served on a jury or as a witness. In all cases, the individual must present proper documentation in accordance with **Rule 23**.

In order to assure pay during the time involved with court duty, employees should submit a request for annual leave for the affected pay period(s) and accrual balance adjustments will be made when the verification documents are given to the personnel section of the AMHS. In all cases, the individual must present proper documentation in accordance with **Rule 23**.

Seniority shall accrue while the employee is on paid court leave for the time absent from work provided the employee was eligible for dispatch based on their seniority.

(C) Jury Pool Leave:

Upon receipt of notification of the employees selection to the jury pool , and where daily call-ins are required, the employee must notify the personnel section in writing immediately upon notification. If scheduled work assignments conflict with the notification to serve on the jury pool, the employee must make a request to the clerk of the court to exempt the employee for scheduled days of work. If an employee's request is denied then the employee will be placed on court leave for the amount of hours sufficient to comply with the provisions of **Rule 25**. The employee must provide written documentation from the clerk of the court in order to receive court leave.

23.10 - Other Approved Leave

Upon application and approval of the appointing authority, an employee may be granted leave without pay. Such leave shall not normally exceed six (6) months. Said leaves of absences shall not be unreasonably denied.

The employee's seniority held at the time of leaving active service shall remain static except as provided for in **Rule 26**. Leave without pay time shall not be used when computing continuous service for benefit purposes.

23.11 - Leave Donations

Members of this bargaining unit shall be allowed to donate annual leave to and receive donations of annual or personal leave from employees in this unit or those represented by a different union or non-covered employees subject to the following provisions:

(A) Each employee wishing to donate annual/personal leave will fill out, date and sign a leave slip showing the amount of leave to be donated subject to a minimum of four hours. The leave slip will have written along the bottom, or in the space provided, "**Leave donated to (employee name, ~~social security number~~, Employee Identification Number).**"

(B) The recipient's union will be responsible for gathering all leave donations to be forwarded to the Technical Services Section to the recipient's account during the pay period in which received (1 through 15, or 16 through the end of the month) for use from that pay period forward. Donations shall not be posted for use in a pay period prior to that in which received.

(C) The Technical Services Section will convert the donated leave to dollars at the annualized hourly rate of the donor. That dollar amount will be converted to leave at the annualized hourly rate of the recipient and the appropriate hours of leave will be added to the recipient's donated leave account for use as sick leave. The total amount of leave credited to the recipient's donated leave account from one individual shall not exceed one hundred sixty eight (168) Southeast hours or two hundred and forty (240) Southwest hours during the life of the current agreement. Donated leave may not be used until all accrued sick and annual leave has been exhausted.

(D) Once the Technical Services Section has completed the above process, the State will not be obligated for further processing or liabilities resulting there from. Once the donation has been transferred to the recipient, the donation cannot be withdrawn, modified or otherwise returned to the donor's leave account.

23.12 - Requesting Vacation

Requests for vacation must be received by the Crew Scheduling Office not later than sixty (60) days prior to the commencement of the four week work schedule for which the leave is requested. Crew Scheduling will approve or deny leave requests (30) days prior to the commencement of the four week work schedule. Employees in the Southeast System may be granted up to two (2) weeks of vacation during the period June through September. If a request for vacation dates conflict, seniority shall apply. Requests for leave in periods other than detailed above shall be granted at the discretion of the Employer.

Handwritten notes and signatures:

- A circled "AC" with "2.3-11" written below it.
- A signature "TA" with "2/3/11" and "3:36" written below it.
- A signature "BMP" with "3:36" written below it.
- The number "3:34" written at the bottom.

Union to State
Feb 3, 2011 1:23

RULE 24 - HOLIDAYS

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

24.02 All employees in pay status shall receive twelve (12) hours at the appropriate straight-time base-rate of pay for each holiday listed in Rule 24.01. Employees shall be paid for holidays at the rate of pay for the classification in which they are assigned at the time of the holiday.

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24.03 Employees assigned to a ship in the yard or lay-up shall receive twelve (12) hours at the appropriate straight-time base rate of pay for each holiday listed in **Rule 24.01**.

24.04 Employees required to work on a holiday will be paid at the overtime rate of pay for actual hours worked. This pay will be in addition to the straight-time pay in **Rule 24.02 and 24.03**. Actual hours worked on a holiday will be credited towards an employee's minimum guarantee. Actual hours of work on a crew change day will be considered to be six (6) hours.

24.05 An employee shall be considered in pay status for the purpose of holiday pay when said employee is in pay status within seven (7) days of the holiday. the employee shall receive twelve (12) hours of holiday pay at the straight time rate of their current bid job. Employees, not holding a permanent bid position, shall be paid for holidays at the rate of pay for the classification in which the majority of the employee's time was worked within the preceeding year. For the purposes of this Rule an employee must have been hired prior to the holiday and must not have terminated before the holiday.

DREA
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PART
at bid
rate

24.06 - Observance of Holidays

A designated holiday will normally be observed on the calendar day on which it falls. Crewmembers working in more than one bargaining unit during a workweek in which a holiday falls will only receive holiday pay and/or holiday overtime pay once for each holiday.

TA 2/3/11

TA
Kurt

3:35 PMP

State to Union
March 2, 2011
9:53

RULE 25 - MINIMUM GUARANTEE

25.01 (A) All Regularly Assigned Employees shall receive in wages not less than eighty-four (84) times the employee's basic straight-time rate for each bi-weekly pay period. Minimum guarantee will not apply if the employee only works the first day of the pay period when entering or leaving a yard.

(B) All Relief Employees, RAREs and DRAEs shall receive in wages not less than eighty-four (84) hours straight-time pay for each assignment.

(C) Holiday Premium Pay, overtime worked beyond the basic straight-time day and the premium portion of overtime shall be paid in addition to the guarantee.

(D) The above shall not apply to crew members engaged as seasonals or extras to relieve crew members for vacations, illness or leaves of absence.

25.02 - Show-Up Pay

When a relief is dispatched and reports to a job, but is not put to work, they shall be guaranteed a minimum of a full day's pay (twelve [12] hours) for the assignment.

25.03 Employees dispatched for a full workweek shall be paid for six (6) hours of work on the first and last day of the assignment.

25.04 Employees dispatched for less than a full workweek shall be paid for actual hours of work on the first and last day of the assignment, but not less than six (6) hours.

25.05 Inport Extras will be paid a minimum of three (3) hours for each assignment. Any time worked in excess of twelve (12) hours in a twenty-four (24) hour period will be paid at the overtime rate rounded up to the next fifteen minute increment.

March 30, 2011

11.00

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3-30 - 11 11.00
TA KC

State to Union
1133
March 10, 11

RULE 26 - SENIORITY

26.01 The Employer recognizes the principle of seniority in the administration of promotions, transfers, layoffs and recalls. Employees' seniority rights shall be applied to the award of bids in accordance with Rule 28, and shall be applied to dispatch and job assignment in accordance with Rule 27.

26.02 Seniority is the total length of service with the Employer in any classification covered by this Agreement, and shall begin with the first day of work with the Employer. Seniority shall be cumulative utilizing the formula of one (1) point for each odd numbered bi-weekly pay period. One (1) seniority point equals two (2) pay periods. There are three (3) categories of seniority -- job seniority, department seniority, and company seniority.

26.03 In computing seniority, a seniority point shall be earned at the end of the seniority calculation period in which the employee is in pay status for a minimum of eighty-four (84) straight-time hours. Earned seniority points are not available for use until the next scheduling period. Employees in non-pay status will not accrue seniority points. A workweek that commences in one (1) seniority calculation period and ends in another shall be credited to the seniority calculation period in which the workweek began, unless the employee has been in pay status for eighty-four (84) straight-time hours before the end of the seniority calculation period in which the assignment began. If the eighty-four (84) hour minimum has already been filled, the hours in pay status in the following calculation period shall be credited to that calculation period for the purpose of computing seniority.

(A) JOB SENIORITY Job seniority is the length of service in a bid job in a given classification, beginning with the administrative award date. If a Regularly Assigned or Regularly Assigned Relief Employee does not satisfactorily complete the probationary period in a bid job, the job seniority points accrued in the probationary period shall be converted to the employee's previous classification. If a Relief or Seasonal employee bids on a regularly assigned position and fails to satisfactorily complete the probationary period, any job seniority points accrued as a result of that bid shall be forfeited. Regularly Assigned Relief Employees (RAREs) shall accrue job seniority in the designated classification.

When an employee is awarded a bid job, job seniority in other departments shall be retained for one calendar year after the employee satisfactorily completes the probationary period. After that year, job seniority points in other departments shall be deleted without loss of department or company seniority.

(B) DEPARTMENT SENIORITY Department seniority is the length of service in a given department. Points for department seniority are established by the completion of eighty-four (84) straight-time hours in a department. Department seniority begins in the month in which the employee began the eighty-four (84) straight-time hours.

If an employee works in more than one department in a seniority calculation period, the employee will be entitled to one department point for each department worked, provided the employee has worked at least eighty-four (84) hours in each

department. A workweek that begins in one point calculation period and ends in another shall have the department point credited to the calculation period in which the workweek began.

Under no circumstances shall any employee receive more than one Company point, or more than one Department point in each department in any one seniority calculation period. Starting with the implementation of this contract, employees who start a workweek in one department and get transferred to another department during that workweek shall receive a department point for the department in which the most hours were worked that week.

(C) COMPANY SENIORITY Company seniority is the total length of service with the Employer in any classification covered by this Agreement and begins with the first day of work with the Employer. Points for company seniority are established by the completion of eighty-four (84) straight-time hours with the Employer.

26.04 Any employee who has established seniority and is selected to any full-time office in the Union shall continue to accrue seniority throughout either term or terms of office. Full time Offices of the Union shall include Regional Director, Patrolman, and Lobbyist. Vacation and sick leave balances will remain intact for the duration of their term of office, if they return to work with the Employer within ninety (90) days after leaving Union office.

If there is no bid opening in the employee's classification when the employee returns to work status following their term as Regional Director, Lobbyist or Patrolman, the employee shall return as a RARE and shall be dispatched in seniority order with other RAREs in that classification.

Any employee who is transferred to a position in Management shall continue to accrue seniority for twenty-four (24) months, after which their seniority will be frozen for the duration of employment with Management.

26.05 Seniority shall be terminated and the Employer-employee relationship severed by the following conditions:

(A) Discharge for cause.

(B) Continuous layoff of nine (9) months duration.

(C) Resignation or separation from State service.

(D) Failure to return from leave of absence, upon expiration of Family and Medical Leave and/or Alaska Family Leave, vacation or seasonal layoff on agreed date, emergencies excepted, unless otherwise mutually agreed upon by both the Union and the Employer.

26.06 (A) Employees may be granted leaves of absence up to six (6) continuous months in any year without loss of seniority. Retention of seniority during a longer leave of absence may be arranged for by agreement between the Employer and the Union. The six (6) month limitation shall not apply to disability cases or to schooling to upgrade in the Maritime Industry. Time involved during each leave of absence shall not be accumulative in regards to total seniority time. Seniority credit held at time of leaving active service will remain static until return to active service. Therefore, leave of absence time shall not be used when computing

continuous service for pass, vacation, sick leave or retirement benefits. The provisions of Rule 31 shall apply when an employee applies for Family Leave.

(B) Regularly Assigned Employees, Regularly Assigned Relief Employees, and Relief Employees will continue to accrue seniority, up to three (3) points, while in approved leave without pay status during reduction in force periods. Seasonal Employees may take leave without pay but will not accrue seniority; it shall remain static. Seniority points accrued in accordance with this provision shall not be used when computing continuous service for pass, vacation, sick leave or retirement benefits, and shall apply to the Bid System only.

26.07 (A) Seniority rosters shall be published quarterly reflecting job, department and company seniority points as of March, June, September and December. The Union offices and all ships shall be provided copies of the seniority roster.

(B) Within ten (10) working days of receipt of notification of error in seniority point calculation, the Employer shall act upon or dispute seniority adjustments or corrections that are submitted by the Union in writing to the General Manager, AMHS or designee. In any case no notification of error will be considered outside the previous two (2) years. The Employer shall not be liable for lost wage claims until after the correction has been agreed upon or the dispute has been settled. The Employer shall be allowed fifteen (15) working days to implement any corrections.

(C) In application of seniority the Union shall administer and decide any dispute. Other disputes that arise involving the Employer shall be processed through the disputes procedure under Rule 14. An employee's dispute regarding seniority decisions made by the Union shall be resolved through the procedure set forth in the Union's Constitution and Bylaws.

TA BUMP 3/10/11
1:51

TA CC 3/10/11
1:51

RULE 27 - DISPATCH

The State and the Union agree to form a Labor Management Committee (LMC) under Rule 1.04 for the specific purpose of addressing no-cost dispatch process issues. Participation in the LMC by the Union shall be at no cost to the State.

27.01

(A) In the application of seniority under this Rule, if an employee has the necessary qualifications to perform in accordance with job requirements, seniority shall prevail. Work assignments will be scheduled on a four week basis.

(B) Once a four (4) week work schedule is posted, emergency or unscheduled vacancies will first be filled through onboard upgrades in accordance with Rule 27.01 (G). Any remaining vacancies shall be filled from the relief pool in accordance with department seniority.

(C) Time requirement for requesting personal leave shall be in accordance with Rule 23.

(D) Every effort will be made to include at least one Union representative to participate in the compilation of the first two work schedules implemented under this Agreement.

(E) If an employee has been unfit for duty and has not made contact with and/or submitted documentation to Dispatch by noon on the Friday before the posting of the next four week schedule, it will be assumed that the employee is still unfit and not be assigned for the following weeks. However, if a non-RAE employee submits a fit for duty after the crew lists are posted, they will first be used to fill unexpected vacancies then the employee will be assigned in the following schedule.

If the employee has no personal leave hours available or the dates they were unfit do not coincide with the missed assignment they will be placed on the next to go list. In order to be placed on the next to go list in these situations the employee is responsible for notifying Dispatch that they either do not have personal leave hours or that the dates of their unfit status do not coincide with their missed assignment.

If an employee has been fit and becomes unfit after crew lists have been posted, it will be assumed that the employee will remain unfit for one assignment only and will remain on the schedule and not be replaced unless the unfit for duty form reflects an unfit period exceeding the length of one assignment.

Once the schedules are posted (the Friday prior to the beginning of a four week schedule) the only changes that will be made to those assigned position on the crew lists will be due to the filling of unexpected vacancies. If errors are discovered in dispatch procedures, such errors must be corrected by 4:30 p.m. without penalty.

Once schedules are posted, crewmembers will not be moved forward from assigned positions during the four week period to fill unexpected vacancies, even if the earlier vacancy is at a higher grade level or would give the employee more hours in

the pay period. Rule 27.01 (G) still applies. No lost wages will be paid in this circumstance.

If an employee is offered a full assignment consistent with the choices on their Dispatch Selection Form, with less than twenty-four hours notice (last minute call) they can turn the position down without penalty and they will stay on the next to go list in the proper seniority order, even if the employee has had seven days off.

If an employee is offered a full assignment consistent with the choices on their Dispatch Selection Form, with more than twenty-four hours notice (late call) and the employee has had seven days off, the employee must go to the assignment. If the employee refuses the assignment they will be —not necessarily dispatched for fourteen days.

In any event, if no employee accepts the assignment in the two paragraphs above, Dispatch will then rework the next to go list in reverse seniority order. Employees on the next to go list that refuse the assignment consistent with their choices on their Dispatch Selection Form, will be —not necessarily dispatched|| for fourteen days, even if it is a last minute call. Employee that are —not necessarily dispatched may be contacted and offered another assignment during the fourteen day period, but may refuse with no additional penalty.

The lines of progression have been deleted just for the ease of making this proposal. The State is not proposing deleting the lines of progression from the agreement.

(F) RELIEF ASSIGNMENTS Rosters of employees interested in entry-level relief assignments to departments other than the steward's department, shall be maintained by department seniority. When dispatching entry-level relief assignments to departments other than the steward's department, first consideration shall be given to the employee with the most department seniority in the department in which the assignment is available. If an employee refuses a relief assignment in one (1) department in order to be dispatched to one (1) or two (2) of the other departments, then that employee's seniority in the department to which dispatch has been requested shall be substituted for that employee's company seniority for purposes of determining order of dispatch.

(G) TEMPORARY UPGRADES ONBOARD THE VESSEL The shipboard supervisor will recognize seniority in filling above entry-level relief assignments to promote upward mobility and the training of employees. Therefore, whenever possible, an above entry-level relief assignment shall be filled by temporary upgrade of a Regularly Assigned Employee on the vessel in the next lower classification in the applicable line of progression. However, if qualified Regularly Assigned Employees in above-entry level positions are not available for upgrade and the relief assignment will therefore be given to an entry-level employee, the assignment will be made based on department seniority.

(H) REDUCTIONS IN FORCE

(1) In the event there is a reduction in the working force which results in reassignment, employees shall be reassigned on a job seniority basis in the reverse order of their prior assignment. Employees assigned in this manner

shall receive the applicable pay rate for the position to which assigned. In the event employees do not have sufficient job or department seniority to retain a position other than Steward, company seniority shall prevail in order to establish assignment in a Steward position.

(2) The following shall apply for the administration of seniority rights during reduction-in-force periods:

(a) Displaced Regularly Assigned Employees shall accept available relief assignments within their job classification provided no assignment is available in Rule 16.09.

(b) If no assignment is available within their job classification they will temporarily displace the most junior employee in the respective classification.

(c) Regularly Assigned Employees who refuse a yard assignment on their vessel will not be afforded bumping rights to any classification. Refusal of such assignments will result in the Regularly Assigned Employee being added to the relief pool and dispatches will be made on the basis of job seniority.

(d) Displaced Regularly Assigned Employees working in the Southeast System shall not normally be expected to have to temporarily displace junior employees within the Southwest System. The same applies for DRAEs working the Southwest System.

(I) RETURN TO SERVICE When employees are called back to service, the last laid off shall be the first restored to work. Employees who have been laid off shall keep the Employer informed of their whereabouts in order to remain available for reassignment.

3-31-2011
1600
TA'D LWS

TA BUMP
March 31, 11
3:53

RULE 28 - BID AWARDS

28.01 Bid Jobs are regularly assigned positions on board a particular vessel and crew. Bid job vacancies shall be posted on board each vessel and at terminals for a period of not less than thirty (30) days. Relief personnel may be assigned to fill vacancies until the vacancy is filled through the bid award process. Vacancy advertisements will be posted and applications processed in accordance with the provisions set out in Rule 28.

28.02

(A) In the application of seniority under this Rule, if an employee has the necessary qualifications to perform in accordance with job requirements, seniority shall prevail. In awarding of bids an employee's personnel file will be subject to review.

(B) Pursuant to the parties' recognition of the principle of Affirmative Action, a bid to be awarded in a classification where underutilization has been found to exist may be awarded to the senior qualified bidder who is a member of the underutilized group. Any unsuccessful bidder shall have appeal rights under Rule 14.

(C) Transfer and Lateral: Employees will be required to work a bid position for a minimum of six (6) months before they are eligible to bid a transfer or lateral vacancy. This applies only to positions acquired by lateral or transfer.

Upgrades or Downgrades: Employees who are awarded a bid that results in an upgrade or a downgrade will be eligible to transfer or lateral to another job in the same classification one (1) time during the first six (6) months.

Employees who rescind a bid will be required to wait six (6) months prior to bidding on any other position in the same classification. In no case will an employee be allowed to lateral or transfer more than one (1) time in a six (6) month period.

28.03 Notwithstanding Rule 28.02(A), management retains the right to select and appoint employees in the following classifications: Chief Purser, Chief Steward and Passenger Services Worker in Charge. Appointment to these classifications shall occur through the following process. The Employer shall post notice of job vacancies for Regularly Assigned and Regularly Assigned Relief bid openings for the above classifications aboard all AMHS vessels and terminals for a period of not less than thirty (30) days. In filling the vacancies for these classifications, the Employer will select an individual from the pool of applicants who is deemed qualified and competent to perform the duties of the position. Seniority will be considered.

28.04 - To Be Considered a Qualified Applicant

(A) Documented evidence that the employee meets the U.S. Coast Guard requirements must be on file at AMHS by the deadline for receiving bid applications.

(B) The employee must satisfy the minimum qualifications (MQs) as specified in the AMHS class specifications for the position bid. Information concerning job

qualification standards for hiring and promotion shall be established for all positions and will be made available on all vessels and a copy to the Union when available.

28.05 LINES OF PROGRESSION FOR PURPOSES OF AWARDING BIDS

~~(A) STEWARD DEPARTMENT***PSWICOfficer's BR*PSWDeck Dept.Steward from Southwest Chief Cook.Steward classifications) to qualify as a Southwest Chief Steward applicant.***Entry level, non bid position*Entry level positionsJobJobChiefStewardStorekeeperRAREDishwasher*NightSecondStewardRARE SecondStewardJobJobSWChief CookRARE ChiefStewardSW ChiefStewardJobPersonRAREStorekeeperRAREChief CookChief CookJobCompanyGift Shop** in addition to the provisions of Rule 28, a Southwest Chief Cook must have thirty-six (36) working SWSteward bids into the Southeast System, the Southwest Chief Steward Job Points will be converted to Chief Cook Job Points. This provision applies only to Southwest Chief Stewards who upgraded to ChiefSecond CookSecond CookJobHead WaiterHead BRBartenderUtilityWaitChief Cook Job Points and meet all minimum qualifications (except those of the Storekeeper and SecondAssistantSecond CookIf a Southwest System Chief Steward with less than sixty (60) working Job Points as a Southwest ChiefSteward***MessStewardCashier~~
~~(C) PURSER DEPARTMENT(D) ENGINE DEPARTMENTJobJobDepartment*Entry Level PositionNote 3. Awarded by Company SeniorityChief PurserRAREChief PurserSeniorAsst. PurserRAREOilerRARE SeniorAsst. PurserJr. Assistant.PurserRARE Jr. Asst.Purser* Note 3*Wiper JobDepartmentCompany*Entry Level PositionJunior EngineerRAREJunior EngineerOiler~~

No changes proposed to 28.05

28.06 - Preferred Actions

Bids that would accomplish the following actions shall be considered before bids that represent either promotions or entry-level interdepartmental transfers:

(A) Voluntary demotion of a Regularly Assigned Employee to a classification which is lower in the applicable line of progression.

(B) Transfer of a Regularly Assigned Employee or a Regularly Assigned Relief Employee (RARE) to a Regularly Assigned or Regularly Assigned Relief Employee (RARE) in the same classification; e.g., Junior Engineer to RARE Junior Engineer or visa versa and S/P TAKU A to S/P KEN B or HBR MAT A to HBR MAT B.

(C) Lateral movement of a Regularly Assigned Employee from a classification which is at the same level in the applicable line of progression as the classification being bid ("lateral bid"); e.g., Head BR to Bartender.

(D) Bids representing the foregoing actions will be considered in the same order as listed above. If no such bids are submitted, the bid will be awarded in accordance with the remaining provisions of this Rule. For purposes of taking the above preferred actions, Relief Employees with previously accrued job seniority in a classification shall be treated as Regularly Assigned Employees in the classifications in which they possess job seniority.

28.07 - Application of Seniority

(A) When there is more than one qualified applicant in a Preferred Action category, the bid award will be determined in job, department, and company seniority order.
(B) In awarding all other bids, where job seniority is equal, department seniority shall prevail. Should department seniority be equal, company seniority shall prevail.

28.08 - Entry Level Assignments

(A) Regularly Assigned Positions. In the event an employee in one (1) department bids an entry-level vacancy in another department, company seniority shall prevail and seniority shall not be interrupted.

(B) Entry-level steward's department positions will not be subject to the bid process except for the positions of Dishwasher, Officer's BR and Night Utility. Employees will enter the steward's department as entry-level reliefs and will move to identified Regularly Assigned Positions in the steward's department based on their steward's department seniority.

(C) Entry level jobs in all departments will be awarded by company seniority.

28.09 - Promotions

First consideration will be given to employees with the earliest Administrative Award Date and the most job seniority working in the next lower classification, except where otherwise provided by USCG regulations. In the event an open position is not bid by anyone with seniority in the next lower classification, the Employer will consider bids from employees in the next lower classification and so forth, in accordance with Rule 28.04, Lines of Progression. However, if this process results in considering only bids of entry-level employees, the position will be awarded based on department seniority. Should department seniority be equal, company seniority shall prevail.

For the purposes of awarding a designated "promotion only" vacancy, if an applicant has job seniority in the classification being awarded, job points in the higher classification shall be added to the applicant's job seniority points in the next lower classification.

Awarding a bid job to a Relief Employee with no job points will be considered a promotion.

28.10 - Probationary Period

In any bid assignment to a new job classification, employees shall have a six (6) month (but not less than thirteen (13) working assignments in the Southeast System) probationary period in the new position. Such probationary period shall be no less than one (1) month. The maximum probationary period for employees in the Southeast System shall be thirteen (13) eighty-four (84) hour assignments. If the employee does not perform satisfactorily at any time within the probationary period, they will be removed from the bid position and shall not be eligible for dispatch to the classification in which employee failed to complete the probationary period unless mutually agreed by the parties.

28.11 - Employees' Obligation to Work Their Bid Positions

Regularly Assigned Employees (RAEs) and Regularly Assigned Relief Employees (RAREs) who choose to work as Relief Employees (REs) will forfeit their Regularly

Assigned Position or their Regularly Assigned Relief Position and said position shall be open for bid. No employee may hold more than one (1) bid position. This provision does not apply to employees working temporary assignments at the Employer's direction.

2

8.12 - Certain RARE Assignments

When a vacancy occurs and it is necessary to appoint a Regularly Assigned Relief Employee (RARE) in the classifications of Second Steward, Storekeeper, Chief Cook, Second Cook, A/B Bos'n, or Junior Engineer or when no eligible RARE bids on a vacant Regularly Assigned Position in one (1) of these classifications, the following procedure shall apply:

(A) Bids will be solicited by postings on each vessel and at terminals for a period of not less than thirty (30) days.

(B) Management shall review the bids received, and shall identify the four (4) most senior qualified candidates, unless the classification is one where under utilization has been found to exist, in which case management shall identify an additional four (4) qualified candidates. These additional candidates shall be the most senior qualified members of the underutilized group who have submitted bids.

(C) Management shall rank the candidates identified from most to least qualified and shall select the successful candidate for this group.

28.13 Employees regularly assigned to positions being deleted shall temporarily be designated as RAREs in their classification, and shall be considered as RAREs until three (3) bid sheets have been processed with bidding opportunities in their classification. After three (3) such opportunities, if the temporary RARE has not been awarded a bid job, the temporary RARE shall become a relief employee.

28.14 - Bid Advertisements and Awards

(A) Vacancies and awards shall be posted on board vessels at the IBU Offices and at the Ketchikan Dispatch Office between the 1st and 5th of January, April, July and October. Listed vacancies shall include all jobs on all vessels not filled at the time of the posted vacancy list.

(B) Employees must qualify before submitting for job classifications they are interested in by filling out a Job Class Application Form and attaching all documents required by the Employer to meet Minimum Qualifications. Employees shall be notified by the Employer within thirty (30) days if their application is accepted. Acceptance of this application by the Employer verifies that the employee is qualified to apply for a specific job classification posted by the Employer during the open period listed in 28.14(A). Employees must qualify for specific job classifications before submitting a job preference form.

(C) Vacancies shall be posted for a minimum of thirty (30) days, during which time employees must have on file with the Employer an approved Job Class Application in order to submit a Job Preference Form for any open job in that classification. On this form employees shall list what jobs they are applying for, and in what order of preference (i.e., ship(s), crew(s), and change port(s)). The Job Preferences may be listed by PCN or name and vessel.

(D) On the closing date of the bid advertisement period, all applications submitted on a Job Preference Form and not withdrawn by the employee

in writing by the closing date shall be considered final. After the closing date, employees may not withdraw their application. Bids shall be awarded by the provisions set out in Rule 28. Employees shall be required to work their awarded bid job as listed in Rule 28.02(C) or go Relief.

(E) The General Manager will notify the Regional Director of all vacancies that will not be available for bidding. Administrative Award Dates (AADs) shall be determined by the Union.

JA BMP
March 31, 2011
3:53

RULE 29 - HEALTH AND WELFARE

29.01 The Employer shall obtain and provide a group health insurance plan covering unlicensed vessel employees, their spouses and dependents. Such plan shall maintain the level of coverage in effect for this bargaining unit on the date of signing of this Agreement, until such a time as changes are made in the level of benefits for the Health Insurance Plan provided by the Employer pursuant to AS 39.30.090. The Commissioner of the Department of Administration shall have the sole authority to determine the benefits provided by the Health Insurance Plan provided pursuant to AS 39.30.090.

The Employer shall provide written notice to the Union of changes to the Health Insurance benefits or premiums at least sixty (60) days prior to implementation. The Union may then 1) elect the Employer provided Health Insurance Plan pursuant to AS 39.30.090 or 2) provide coverage by participation in the IBU National's Taft-Hartley regulated health insurance trust --Inlandboatmen's National Health Benefit Trust|| to the bargaining unit members as provided at 29.02.

If the Union elects to accept the Employer provided Health Insurance Plan, the Union will not dispute the benefits offered by the State for any plan year of the Employer provided plan; provided no changes are made in the Employer provided Health Insurance Plan during that plan year.

29.02

(A) As an alternative to the Employer provided Health Insurance Plan as described in Rule 29.01, the Union may elect to provide its own health insurance program for its members. At any time, but not less than sixty (60) days prior to the rate change date, the Union shall notify the Employer in writing of its desire to cease the Employer provided health insurance coverage and its intent to establish a health care trust for its members in accordance with applicable laws and regulations.

(B) If the Union elects to provide a plan of its choice, conversion to a Union Health Trust shall be effective no earlier than July 1 of any year this agreement is in effect. If the Union elects to provide its own health insurance program, the Employer will remit to the Union the amount agreed to in 29.01, per month for each eligible employee.

(C) The parties agree that the Union will remain on the Employer provided Health Insurance Plan while the parties negotiate a Letter of Agreement for the Union Health Trust and until the effective date of the Union Health Trust pursuant to 29.02(B), or for a State Employee Health Trust.

29.03 The eligibility of employees and their dependents for each coverage referred to above and the precise benefits to be provided shall be as set forth in the insurance contract(s) entered into by the State of Alaska for that purpose. Effective July 1, 2011~~08~~, the Employer contribution shall be increased to one thousand two-hundred fifty-eight hundred and sixty-eight dollars (\$8681250) for each eligible employee per month.

Effective July 1 of each of the following years of this agreement, the Employer contribution shall be the amount necessary to maintain coverage under the Select Benefits Default Plan.

Eligible employees shall pay by payroll deduction any difference between the employer contribution and the total premium required to provide the health care coverage for the employee, spouse and dependents.

Under no circumstances shall the State be responsible for the payment of any benefits under the health and welfare plan or plans administered by the Union or its agents, successors, or assignees. No disputes under or relating to such benefits shall be subject to the grievance arbitration procedure in the collective bargaining agreement except an allegation that the Employer failed to make the agreed upon contributions. The Union agrees and undertakes to assure that any alternative insurance plan or health and welfare plan implemented under this agreement is in compliance with all applicable Federal and State laws and regulations. The parties will meet and confer regarding changes in Federal or State laws and applicable regulations.

The State is not a party to, and has no obligations arising under such a plan.

However, the State does recognize and acknowledge that the prompt and accurate payment of contributions is essential to the maintenance of the plan.

The parties acknowledge that discrepancies between employee eligibility and corresponding contributions will frequently arise and may exist in any month. The parties will exercise all due diligence in reconciling contributions and eligibility on a monthly basis, including adjustments of overpayments and underpayments as may be necessary.

3-31-2011
1600
TA'D GWS

TA BUMP
March 31, 11
3:53

U to S 1/13/11
9:27

RULE 30 - PENSIONS

30.01 The employees shall enjoy the retirement benefits as outlined in the applicable statutes relating to the Public Employees' Retirement System (PERS). Benefit credits begin accruing October 1, 1983. Vesting credits only are accrued for service from October 1, 1978.

30.02 The parties agree that they will continue to participate in the Northwest Marine Retirement Trust for the sole purpose of permitting bargaining unit members with service prior to October 1, 1983, to vest under the NMRT. The Employer agrees to pay six dollars (\$6.00) per employee per year as the cost of maintaining such participation.

No change

JA BMR
3/10/11 1.26

1A KC
3/10/11

State to Union
2/3/11 4.02

RULE 31 - SICK LEAVE

31.01 Employees with a minimum of six (6) months service shall accrue sick leave credit at the rate of fifteen (15) hours for each completed month of service.

(A) For employees hired prior to April 1, 1985, "six (6) months service" shall mean accrual of eight hundred (800) straight-time hours within any six (6) month period.

(B) For employees hired on or after April 1, 1985, "six (6) months service" shall mean accumulation of one thousand and ninety-two (1,092) straight-time hours.

31.02 Each crew member's sick leave balance is terminated on the same basis as seniority in accordance with Rule 26.05.

31.03 Sick leave may be claimed from the accumulated days of credit for any crew member for illness or injury that incapacitates the crew member to the extent that the employee is unable to perform assigned work. The employee shall notify the Employer of incapacitating illness or injury at the earliest possible time so that arrangements for a relief crew member may be made. Sick leave can be claimed for injury or illness that renders the employee unable to perform assigned work. If the injury or illness lasts more than three (3) days, the claim must be accompanied by a physician's certificate. Employees will not be required to provide a physician's certificate for illness of less than three days unless improper use is suspected. It is the employee's responsibility to notify the dispatch office of injury or illness. Failure to notify the dispatch office may result in disciplinary action.

31.04 Employees may use annual leave on interim days (to make whole) between scheduled crew change date and the date the employee becomes fit for duty. The sick leave relief employee shall not be entitled to minimum guarantee.

31.05 - Funeral Leave

Sick leave can be claimed for funeral attendance for deaths in the immediate family to the maximum of eighty-four (84) hours. "Immediate family" for the purpose of funeral leave, is defined as father, mother, step parents, persons standing in loco parentis, husband, wife, sons, daughters, step children, brothers, sisters, grandchildren, grandfather, grandmother, father-in-law and mother-in-law. It shall be the employee's responsibility to provide evidence of such attendance.

31.06 - Family Leave

The parties agree that the provisions of the Federal Family and Medical Leave Act (FMLA) and the Alaska Family Leave Act (AFLA) apply to bargaining unit members.

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

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

31.09 Sick leave may be claimed when there is illness within the employee's immediate family which requires the attendance of the employee at the direction of a physician. Such absences shall in all instances be supported by a physician's certificate.

31.10

(A) Those individuals on leaves of absence taken in accordance with Rule 23.09 shall retain their sick leave balances in accordance with the following schedule:

- 0 - 3 years of leave--full sick leave balance
- 3 - 6 years of leave--75 percent of full sick leave balance
- 6 - 9 years of leave--50 percent of full sick leave balance
- 9 - 12 years of leave--25 percent of full sick leave balance
- 12 or more years of leave--0 percent of full sick leave balance

(B) In addition, the beneficiaries of those individuals on leaves of absences taken in accordance with Rule 26.06 will be paid the sick leave balance existing at the time of the employee's death, when death occurs prior to retirement.

TA 2/3/11 4:02
BUMP

16:02
KC 2/3/11

State to Union

March 10, 2011

1:37

RULE 32 - STANDARD DRESS

32.01 All of the unlicensed deck personnel will be required to wear standard dress while on duty. Standard dress will consist of dark blue shirts and trousers of "wash and wear" or similar type and navy blue jackets as required during the various seasons, and a regulation blue baseball cap displaying Alaska State Ferries insignia. Unlicensed deck personnel may wear a black watch cap outside or while working on deck.

32.02 All of the unlicensed engine room personnel will be required to wear a suitable and standardized blue boiler suit while on watch. The individual shall also provide and wear the baseball type cap with Alaska State Ferries insignia to be worn while in public spaces aboard. Unlicensed engine room personnel may wear a black watch cap outside or while working on deck.

32.03 Employees in the steward's or purser's department will provide themselves with black trousers/skirts, white shirts and black shoes. Galley personnel have the option of wearing standard checked cook's trousers.

32.04 Employees are to be neat and well groomed, their standard dress uniforms clean and worn at all times while on duty. Appropriate clothing must be worn whenever a crew member is in a public area and is off duty.

32.05 - Laundry and Uniform Allowances

In view of the above requirements, the laundry allowance shall be thirteen dollars and forty-six cents (\$13.46) per pay period for Chief Purser, Senior Assistant Purser, Junior Assistant Purser, Chief Stewards and Second Stewards and/or other positions when required to wear the standard navy dress blue uniforms with internationally recognized insignia will be paid seventeen dollars and thirty-one cents (\$17.31) per pay period.

32.06 Laundry or uniform allowances are to be paid only if the required items are worn as stated. Union delegates shall assist in demanding such compliance. Recipients may be required to sign time sheets or other forms attesting to their eligibility to receive payment. Notwithstanding these conditions, there shall be no deduction from these allowances during periods of vacation, sick leave or accumulated time off.

32.07 Employees may display the Union's insignia on the working uniform in accordance with standards developed by the Employer and the Union.

32.08 AMHS may choose to provide uniforms and cleaning services to bargaining unit members in lieu of the laundry or uniform allowance in 32.05.

RC 3-10-11
T12

TA BUMP
3/10/11 1:51

Union to State
March 31, 2011

RULE 33 - PASS PRIVILEGES

11:23

33.01 Employees with twenty-four (24) points of company seniority as per Rule 26.03 will be issued annual passes upon request for the employee and spouse, subject to the following:

(A) The employee, employee's dependents and personally-owned vehicle shall be authorized free transportation on a space-available basis only. See Rule 33.07(A) for vehicle specification. Dependent children shall be eligible for pass privileges to age nineteen (19) years old or enrolled as a full-time student at an accredited university.

(B) The employee's vehicle shall not travel on a pass while the employee is on duty unless the vehicle is accompanying the employee's dependent(s). Employees on duty shall not transport other employees' vehicles on an annual pass.

(C) Two (2) personally owned vehicles may be listed and travel on an annual pass, but only one (1) vehicle may travel at a time.

(D) No pass shall be used for transporting goods for resale or for any purpose other than personal use.

(E) There shall be no excessive transport of a pass-listed vehicle nor joy-riding by dependents or the employee. Any contention or confirmation of a violation of this Rule will be made known to IBU at the earliest possible time. Should the Union fail to resolve the matter immediately, Rule 33.08 shall be initiated by the Employer.

33.02 Employees and/or their dependents traveling on passes will pay for all meals consumed. Meals will be taken in public dining areas and not in the crew mess. Any abuse will subject the involved employee(s) to possible discipline and loss of pass privileges.

33.03 Employees who retire from the Alaska Marine Highway System under provisions of PERS or the NMRT pension shall receive an annual pass for themselves, their spouse, dependents under nineteen (19) years of age, and for their personally-owned vehicle. Dependents of deceased employees (whether retired or current) will continue to be eligible for pass privileges. Only one (1) vehicle per employee will be allowed a retirement pass. A retired employee's vehicle must be registered and licensed appropriately.

33.04

(A) All employees who have established seniority with the company will be entitled to trip pass privileges. Trip passes are to be used exclusively

for employees who have established seniority but have not attained the 24 points to be eligible for an annual pass, except as authorized in this Rule.

(B) A trip pass may be authorized for a new vehicle purchase that will be registered by the employee to be put on their annual pass, based on the requirements of Rule 33.07(A).

(C) Trip passes may be authorized to return employee vehicles to their home when employees complete a yard or lay-up period. In this circumstance the employee may also be authorized to accompany the vehicle while on duty.

(D) Trip passes may be authorized for special circumstances as determined by the Employer.

33.05 If the date of travel on an approved pass does not correspond with the actual date of travel, the employee and/or dependents involved must attempt to secure proper approval from Juneau Headquarters Office. Annual pass changes and trip pass requests must be made to the Pass Desk at Juneau Headquarters at least two (2) days prior to the requested travel date.

33.06 Open date and/or multiple date time frames for date of travel may be used at the discretion of the Juneau Headquarters issuing officer on an individual basis when authorizing trip passes.

33.07

(A) **Personally-Owned Vehicle.** An employee's personally-owned vehicle is defined as: Any non-commercial vehicle less than twenty-three (23) feet in length. The vehicle must be registered in the name of the employee, the employee's spouse or dependent child, or the employee must sign an affidavit to the effect that it will be registered in the name of the employee, the employee's spouse or dependent child upon arrival in Alaska and that the vehicle is for the use of the employee, the employee's spouse or dependent child and is not intended for resale within a period of one (1) year. For an active employee to have a POV shown on an Annual Pass, it must be registered and licensed by the State of Alaska.

(B) A vehicle and trailer may be transported on a trip pass basis subject to the following restrictions:

(1) A vehicle and trailer length will be determined as the connected length overall. The trailer must be towed by a vehicle listed on the employee's annual pass and shall not be allowed to be transported unaccompanied. The first 23 feet will be allowed as free passage,

any length over 23 feet will be based on the current fare tariff in place for the difference between the overall length and 23 feet of total connected length of vehicle and trailer.

(2) The fee charged does not provide confirmed reservations and transportation is still on a space available basis.

(3) If a trailer is to be transported in accordance with this Rule, the trailer is to be licensed for highway use.

33.08 Unauthorized use of or abuse of the pass privilege shall be cause for revocation of the employee's pass and possible disciplinary action.

33.09 When an employee is placed on disciplinary suspension, their pass privileges shall be revoked for the duration of the disciplinary suspension.

33.10 When an employee is terminated for cause their pass privileges are permanently revoked.

3-31-2011
1600
TA'D GWS

TA BUMP
March 31, 11
3:53

State to Union
2/3/11 4.04

RULE 34 - MANAGEMENT CLAUSE AND UNION RIGHTS

34.01 Subject to the terms and conditions of this Agreement, the Employer retains the right and duty to manage its business, including but not limited to, the right to adopt regulations governing the appearance, dress, conduct and work procedures of its crew members as are reasonably required to maintain safety, efficiency, quality of service and the confidence of the traveling public.

34.02 The Union reserves the right to intercede on behalf of any employee who feels aggrieved because of the exercise of this right and to process a grievance in accordance with Rule 14.

34.03 The Employer shall not attempt in any manner to interfere or become otherwise involved in the internal affairs of the Union.

TA BMP 2/3/11
4.04

Kc 2/3/11
4:04

State to
Union
3/10/11 4:20

RULE 35 - DISCIPLINE

35.01 It is recognized the Employer has the right and duty to institute disciplinary actions against any employee who has committed an infraction of the Employer's policies, rules or regulations.

Discipline and discharge of permanent employees shall be for just cause. For purposes of this Rule, permanent employees are employees who have successfully completed the probationary period as outlined in Rule 4.01.

35.02 Certain offenses shall be grounds for immediate discharge including but not limited to: drinking alcoholic beverages or illegal use of drugs on board during the employee's workweek, or reporting to work under the influence, theft or willful destruction of State property, insubordination, dishonesty, physical misconduct, accessing or viewing pornography at work or on a State computer, excessive absenteeism, falsifying records, leaving the vessel without being properly relieved or without permission of their department head; department heads shall obtain permission from the Master prior to leaving the vessel.

35.03 Ship's Union Delegate shall be present in any shipboard grievance procedure where suspension or discharge action against an employee covered under this Agreement is being considered.

35.04 All unlicensed vessel employees of the AMHS will be required to be tested for illegal substance use prior to hiring, on reasonable suspicion, after a serious marine incident, and randomly on a periodic basis. Employees who test positive will be suspended from duty without pay or benefits pending an investigation. After a hearing and determination by the Employer of a violation of the Employer's drug and alcohol policy, the employee will be subject to discipline up to and including dismissal. If the USCG revokes an employee's documents, the employee will be terminated.

The Employer will accept applications for employment from a former employee discharged for a positive drug test who has completed a drug rehab program and regains USCG documents.

3-31-2011
1600
TA'D GWA

JA BUMP
March 31, 11
3:53

U to S
1/13/11
9:30

RULE 36 - CONDITIONS NOT SPECIFICALLY COVERED

In the event operating conditions or service requirements arise due to length of voyage or other reasons not specifically covered by the Agreement, the Employer recognizes its obligations to negotiate on mandatory subjects of collective bargaining covered by law. The parties agree to negotiate immediately for the purposes of arriving at a mutually satisfactory supplemental agreement covering such operation.

No Change

TA 1/13/11 10:11 BMP

TA 1-13-2011 10:11 GWS

U to S

1/13/11

9:21

RULE 37 - RESTRICTIONS, SAVING AND SEPARABILITY

37.01 It is understood that the Agreement at all times shall be applied subject to Federal laws, State laws and Executive Orders to the extent that these apply to the employees.

37.02 If any rule of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal or body of competent jurisdiction or if compliance with or enforcement of any rule should be restrained by such body or tribunal, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a replacement of such rule.

No change

TA 1/13/11 10:11 BMP

TA 1-13-2011 10:11 EWS

3-31-2011

1600

TWD GWS

TA PAUP
March 31, 11
3:53

RULE 38 - TERM OF AGREEMENT

This Agreement shall become effective July 1, 2011, unless otherwise specified and shall remain in effect through June 30, 2014, and shall be considered renewed from year to year thereafter between the parties unless either party gives written notice to the other of its desire to amend or terminate same during the period from November 1, 2013 to June 30, 2014.

The parties recognize that the monetary terms of this agreement are subject to legislative approval pursuant to AS 23.40.215. This agreement shall not be valid and enforceable unless and until approved by the Legislature. If the Legislature fails or refuses to approve this agreement, the parties will return to bargaining within five days and either party is free to use such rights as it might have pursuant to AS 23.40.070-260. Upon legislative approval, the agreement shall be in effect in all its terms, and the State recognizes that it is bound to its terms for the life of the agreement without regard to the level of funding so long as there exists an appropriation to support personal services expenditures by the Alaska Marine Highway System.

For the State of Alaska:

For the Inlandboatmen's Union of the Pacific-Alaska Region:

Becky Hultberg
Commissioner
Department of Administration

Timothy Sturgess
Regional Director
IBU-P

Date

Date

Marc Luiken
Commissioner
Department of Transportation
and Public Facilities

Alan Coté
President
IBU-P

Benthe Mertl-Posthumus
Chief Spokesperson

Kerry Crocker
Steward Representative

Captain Falvey
General Manager
Department of Transportation
and Public Facilities

Gabe Bolshakoff
Deck Representative

Dallas Hargrave
Negotiator

David Morris
Engine Representative / *SW Rep.*

Elias Barger
Negotiator

Sondra Costales
Purser Representative

LETTER OF AGREEMENT
between the
STATE OF ALASKA
and the
INLANDBOATMENS' UNION OF THE PACIFIC

Re: Port Lions, Chenega Bay, Tatitlek

12-II-_____

It is hereby understood and agreed between the parties that the following is intended to supplement the Agreement entered into between the State of Alaska and the Inlandboatmens' Union of the Pacific to cover issues unique to providing service to Port Lions, Chenega Bay, and Tatitlek. Unless specifically superseded by an item on this letter of agreement, it is agreed that the following provisions supplement the Master Agreement.

The State of Alaska shall have the ability to contract for passenger and vehicle service from and to the port of Port Lions without regard to IBU jurisdiction.

The State of Alaska shall have the ability to contract for passenger and vehicle service from and to the port of Chenega Bay without regard to IBU jurisdiction.

The State of Alaska shall have the ability to contract for passenger and vehicle service from and to the port of Tatitlek without regard to IBU jurisdiction.

This agreement shall be effective upon signing and shall be coterminous with the 2011-2014 agreement.

This agreement is entered into solely to address the specific circumstance of this particular situation. It does not establish any practice or precedent between the parties. This agreement shall not be referred to in any other dispute, grievance, arbitration, hearing or any other forum, except as may be necessary for the execution of its terms.

FOR THE STATE OF ALASKA:

FOR THE UNION:

Nicki Neal
Director of Personnel and Labor Relations

Timothy Sturgess
Regional Director

Date

Date

3-31-2011
1600
TAD [signature]

TA [signature]
PBMP
March 31, 2011
5:53

STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

REBECCA L. HULTBERG, COMMISSIONER

SEAN PARNELL, GOVERNOR

P.O. BOX 110200
JUNEAU, ALASKA 99811-0200

PHONE: (907) 465-2200
FAX: (907) 465-2135

April 7, 2011

The Honorable Mike Chenault
House Speaker
Alaska State Capitol
Juneau, Alaska 99801-1182

Dear Speaker Chenault:

I am required by the Public Employment Relations Act (AS 23.40.070-260) to report the monetary terms of any agreement reached with an employee organization. By copy of my memorandum to Karen Rehfeld, Director of the Office of Management and Budget (enclosed), please accept my report of the monetary terms of the collective bargaining agreement reached between the State and the Marine Engineers Beneficial Association.

The monetary terms of this agreement must be submitted to the Legislature for approval pursuant to AS 23.40.215. I respectfully request that the Legislature approve the monetary terms of this agreement pursuant to AS 23.40.215(b).

If I or my staff may answer any questions or provide further information, please do not hesitate to contact me.

Sincerely,



Becky Hultberg

Enclosure

cc: Karen Rehfeld, Director of the Office of Management and Budget

M E M O R A N D U M
Department of Administration
Office of the Commissioner

State of Alaska

To: Karen Rehfeld, Director
Office of Management and Budget
Office of the Governor

Date: April 7, 2011

From: Becky Hultberg 
Commissioner

Phone: 465-2200

Subject: Monetary terms of the July 1, 2011 to June 30, 2014, Collective Bargaining Agreement between the State and the Marine Engineers Beneficial Association.

The Administration has concluded the negotiations process with the Marine Engineers Beneficial Association (MEBA). If approved by the Legislature the monetary terms of this agreement become effective July 1, 2011 and remain in effect through June 30, 2014.

I. Terms Requiring Appropriation.

Current Legislative session

Effective July 1, 2011, the employer health premium contribution shall increase to \$1,250.00 per member per month. This is an increase of \$162 per member per month.

Effective July 1, 2011, the Employer contribution to the MEBA Training Plan will increase from \$3 member per day to \$4 per member per day.

Effective July 1, 2011, the Employer contribution to the Joint Employment committee will increase from \$3 member per day to \$4 per member per day.

Effective July 1, 2011 the straight time hourly rate for First Engineers on Southeast Alaska vessels will increase by \$1.25 and the straight time hourly rate for Third Engineers will increase by \$0.50.

Future Legislative sessions

Effective July 1, 2012, the Employer health insurance contribution shall be the amount necessary to maintain coverage under the Select Benefits Default Plan.

Effective July 1, 2012, the Employer contribution to the MEBA Training Plan will increase to \$5 per member per day.

Effective July 1, 2012 the straight time hourly rate for First Engineers on Southeast Alaska vessels will increase by \$1.25 and the straight time hourly rate for Third Engineers will increase by \$0.50.

Effective July 1, 2013, the Employer health insurance contribution shall be the amount necessary to maintain coverage under the Select Benefits Default Plan.

Effective July 1, 2013, the Employer contribution to the MEBA Training Plan will increase to \$6 per member per day.

Effective July 1, 2013 the straight time hourly rate for First Engineers on Southeast Alaska vessels will increase by \$1.24 and the straight time hourly rate for Third Engineers will increase by \$0.50.

Effective July 1, 2013, the Tustumena Supplemental Agreement will be amended to reflect that the straight time hourly rate in effect on June 30, 2013 will increase by 5% for those employees assigned to the M/V Tustumena.

II. Change in State Revenues.

No term of this agreement would result in a change to State revenues.

III. Change in Productive Work Hours.

Effective July 1, 2011 to June 30, 2014 Second or Third Engineers who attend preapproved training and use leave when attending the training will be reimbursed for up to 20 weeks of the training.

IV. Terms addressing employee compensation, not requiring appropriation.

Effective July 1, 2011, Chief Engineers assigned to a vessel not in operation will receive nonwatch pay *in lieu* of overtime pay.

Effective July 1, 2011, reimbursement for the loss of personal effects, instruments and equipment resulting from shipwreck, stranding, sinking, burning, and collision of the vessel shall increase to \$5,000 provided that the loss of items is supported by documentation.

Effective July 1, 2011, Engineer Security Watch pay shall be two hours of straight time pay.

This report of monetary terms is consistent with the requirements of the Public Employment Relations Act. Please forward these monetary terms to the Legislature in accordance with AS 23.40.215.

Cc: Commissioner Marc Luiken
Department of Transportation and Public Facilities

Laura Baker, Director
Division of Administrative Services, DOT&PF

Cheri Lowenstein, Director
Division of Administrative Services


Kim Garner, Director
Division of Finance

Nicki Neal, Director
Division of Personnel and Labor Relations

STATE PACKAGE PROPOSAL

DATE 4/6/11 TIME 5:55

1. This is a package proposal of the whole Master Agreement. Acceptance of one Rule is conditioned on acceptance of the remaining Rules. However, this does not preclude the parties TA'ing other Rules upon mutual agreement to narrow the remaining open Rules.
2. This is a three year agreement, effective on July 1, 2011 if the whole agreement is TA'ed by 3:30 on April 6, 2011. If not TA'ed by 3:30 on April 6, 2011, retroactivity of any future negotiated salary or benefits increase is negotiable.
3. Although the TA'ed Rules are included in this proposal, this is not an attempt to reopen the TA'ed Rules. They are included only to demonstrate the Rules to which the parties have agreed. The Rules that have been TA'ed to date are: 4, 6, 8, 10, 12, 13, 14, 20, 21, 22, 24, 25, 29, 30, 31, 35 and 36.
4. All changes to the CBA will be effective July 1, 2011, unless specified otherwise.
5. This package proposal includes the attached Chenega Bay, Port Lions, Tatitlek LOA and 2nd/3rd Engineer training LOA
6. The Tustumena Supplemental will be amended to reflect that the straight time hourly rate in effect for the MV Tustumena on 6/30/13 will increase by 5% on 7/1/13.
7. The supplemental agreements will remain book language except changes the parties mutually agree reflect current practice.
8. The parties agree to enter into an LOA effective 7/1/13 to amend the terms of Rule 28. The purpose of the LOA is to amend the terms of Rule 28 so that those currently receiving the State contribution of \$25 will change to a rate of 8.4% of base wage pay with the days calculated in the current manner. The Temporary Relief Engineers will continue to receive the same employer contribution.

TA 

5:55
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BG 

RULE 1 SCOPE

1.01 The Rules contained herein constitute an Agreement, as amended, between the STATE OF ALASKA (hereinafter referred to as the "Employer"), and the District #1—PCD, MEBA (AFL-CIO), (hereinafter referred to as the "Union" or the "Association, governing wages, hours and conditions of employment on the vessels owned, operated or chartered by the Alaska Marine Highway Systems and engaged in ferry operations in the waters of Southeastern and Southwestern Alaska, British Columbia, and Puget Sound.

1.02 Unique operational requirements pertaining to some of these vessels are addressed by Supplemental Agreement(s) amending this basic Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations during its term except those that specifically arise through Rule 35.

1.03 Any additions, deletions or changes which are negotiated during the life of this Agreement shall be in the form of a written amendment or addendum and shall become part of this Agreement. No agreement altering this contract can be entered into without the participation of a duly elected negotiating team from the membership of the Alaska Marine Highway System. The negotiating team shall be elected for the term of this agreement. The negotiating team shall consist of two (2) members from the Southeast region and two (2) members from the Southwest region. Interpretation or clarification of provisions of the Agreement shall be set forth in memorandums of understanding. The bargaining team member requirement shall not be subject to the grievance procedure.

1.04 It is mutually understood that there is no desire on the part of the Union to dictate the business policies of the Employer, but when the Employer contemplates a change in policy affecting the welfare of the Engineer Officer, proper and reasonable notice shall be given to the Union. Should a dispute arise, it shall be settled in accordance with Rule 14.01.

1.05 In the event additional vessels owned, operated or chartered by the State are added to the fleet, the MEBA shall have jurisdiction over negotiating contract terms of engineering Personnel aboard those vessels and all work related to the operation and maintenance of machinery on those vessels shall belong to MEBA - District 1. The State of Alaska shall have the ability to contract for the passenger and vehicle service for the following ports: Angoon, Gustavus, Hoonah, Kake, Tenakee and Pelican without regard to MEBA jurisdiction.

RULE 2 RECOGNITION

2.01 The Employer recognizes the Union as the exclusive representative of all Engineer Officers as classified herein, and as the sole collective bargaining agent for the purpose of acting for the Engineer Officers in negotiating wages, hours, and conditions of employment, interpreting this Agreement, and adjusting disputes.

RULE 3

PREFERENTIAL HIRING AND USE OF INFORMATION

3.01 The Employer recognizes the Union as the normal source of obtaining new Engineer Officers. The Union recognizes the Employer's legitimate interest in local hire. Accordingly, when dispatching Engineers to the Employer, the Union will, in all instances, observe the following order of preference for vessels located in Alaska:

1. Group I Alaska residents
2. Others in Group I
3. Group II Alaska residents
4. Others in Group II

Within each of the above categories the order of dispatch shall be according to the date that the individual last registered with the Union (i.e., the individual with the earliest date and time is the first offered the dispatch from the appropriate group).

3.02 Recognizing the passenger-carrying capacity and unique operational requirements of the Employer's vessels, the Union agrees, at all times, to accept applications and immediately register for work those employees who have at least three (3) years experience in the engine rooms of the Employer's vessels, have the required license, possess a lifeboatman's certification and have been certified by the Port Engineer and a Chief Engineer of the Employer as being capable of safely taking over a watch as a licensed Engineer. Individuals who meet the above criteria and subsequently terminate their employment with the Alaska Marine Highway System, lose all rights in this subsection if such rights were gained solely as a result of Alaska Marine Highway System employment. The Employer will promptly notify the Union of such terminations, and will furnish the Union a copy of the terminating Personnel Action form containing the pertinent information.

3.03 Due to geographic considerations, no Alaskan resident shall be required to physically be present in the union hiring hall or facility in order to be eligible for dispatch to the Employer.

3.04 When called upon to do so, the Union agrees to furnish the Employer with qualified, competent and satisfactory personnel for any classification covered by this Agreement. The Employer retains the right to reject personnel referred for employment, including the right to reject previously employed Engineer Officers for cause. Such rejection shall be subject to the grievance procedure.

3.05 In the event that the Union is not able to provide Engineer Officers on demand, the Employer may hire from other sources. The period of such hire may not exceed two (2) working weeks.

3.06 The Employer, in addition to its unrestricted right of selection of Chief and First Assistant Engineer, shall have the right to keep in continuous employment within its fleet any licensed Marine Engineer who desires to continue full time employment with the Alaska Marine Highway System for assignment to any rating providing he or she continues to tender the dues uniformly required to maintain his or her membership in good standing in the Association. Continuous employment shall not be deemed to have been broken if the Engineer is on a mutually approved leave of absence.

3.07 It is recognized that the parties have a commitment to Affirmative Action where under-utilization of individuals in particular sex and race/ethnicity categories is documented.

3.08 Pre-employment physicals may be required by the Employer.

3.09 The Union agrees that all nonpublic personnel information provided to it by the Employer shall be used only for purposes related to the execution of the Agreement; and that the Union shall be responsible for the protection and security of information provided.

3.10 In the event that an Engineer Officer is ~~denied employment or discharged~~ for medical reasons and there is conflict between the Employer's medical doctor and the Association's medical examiner, the parties shall refer the matter to a third doctor mutually agreed upon by both parties whose decision shall be final and binding.

RULE 4 DEFINITIONS

4.01 ENGINEER OFFICERS

(A) Regularly Assigned Engineer. An Engineer Officer who has been awarded or assigned a specific position on board a given vessel in accordance with Rule 26 of this Agreement.

(B) Vacation Relief Engineer. An Engineer who has been assigned in accordance with Rule 23, to replace a Regularly Assigned Engineer while the Regularly Assigned Engineer is on vacation.

(C) Temporary Relief Engineer. An Engineer Officer who does not have a Regularly Assigned Position or is not a designated Vacation Relief Engineer, and is hired for temporary vacancies, including but not limited to, illness, injury, leaves of absence, and training.

4.02 REGULARLY ASSIGNED POSITIONS. Specific positions aboard a given vessel and crew ("A" or "B" where applicable) which are filled in accordance with Rule 26 of this Agreement, and the positions of Engineers who have been designated Vacation Relief Engineers.

4.03 SYSTEMS

(A) Southeast System. Includes all vessels normally using Juneau and/or Ketchikan as change ports.

(B) Southwest System. Includes all vessels normally using Valdez, Homer or Cordova as change ports.

4.04 ORIGINAL PORT OF ENGAGEMENT (HIRE). The original port of engagement shall be the port of Seattle or any port in the state of Alaska where the Engineer Officer is hired by the Employer.

RULE 5 UNION MEMBERSHIP

5.01 Engineer officers covered by this Agreement shall, within thirty (30) days after employment with the Employer, apply for membership in the Union and shall thereafter as a condition of employment tender the dues and initiation fees or other fees as required by AS 23.40.220 uniformly required as a condition of membership.

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

5.03 It is agreed between the parties that, following the signing of the collective bargaining agreement, a unit member may authorize and the State will deduct a specified amount to be forwarded to the Union for the MEBA/PAF. The Union will obtain the payroll deduction authorization from each employee who wishes that the deduction can be made.

The Union will furnish the payroll deduction authorization forms as approved by the State.

5.04 Upon written notice by the Union, any employee who has been employed for more than thirty (30) days and who is not in compliance with the provisions of this Rule and with confirmation by the Union that it has provided the employee with the procedural protections required by law the employer shall terminate the employee. Termination shall become effective within thirty (30) days after receipt of the aforesaid notice to the Employer by the Union.

The Union shall defend, indemnify, and save the Employer harmless against any and all claims, demand, suits, grievances, or other liability (including attorney's fees incurred by the Employer) that arise out of or by reason of actions taken by the Employer pursuant to this section, except those actions caused by the Employers negligence. If the Union undertakes the defense under this section, it shall as its option select counsel to conduct the defense.

RULE 6
NONDISCRIMINATION

6.01 The Employer shall not discriminate against any Engineer Officer because of membership in the Union or activity on behalf of the Union, provided such activity is not contrary to law or this Agreement.

6.02 The Employer and the Union agree that there will be no unlawful discrimination against any Engineer Officer because of race, religion, ~~physical handicap~~ disability, marital status, change in marital status, pregnancy, parenthood, sex, color, age, genetic information, or national origin.

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

RULE 7
CREW REQUIREMENTS

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

| **7.02** There shall be no unilateral reduction in present crewing.

RULE 8 HEALTH AND SAFETY

8.01 The health and safety of Engineer Officers shall be reasonably protected. Each Engineer Officer shall have his or her own individual stateroom. All Engineer Officers' quarters shall be properly equipped with a washroom, fresh running water, cleaned, heated and lighted at all times during occupancy. Such washrooms are to be equipped with fresh hot and cold running water, and fresh water shower facilities, as well as sanitary drainage.

The Employer agrees that on vessels where quarters are provided that white sheets, pillow slips, mattresses, blankets, and soap shall be furnished to insure sanitary and healthful conditions. The employer shall afford room service for its Engineers; such as changing linens, sweeping, mopping and waxing in their respective staterooms, bathrooms and toilets. Clean bed linen and towels are to be provided weekly and rooms are to be cleaned and beds made daily.

8.02 Each Engineer Officer shall have a private room with toilet facilities and shower on new construction.

8.03 Unless a separate suitable messroom is provided for their use, all Engineer Officers shall have their meals in the regular ship's dining salon. All Engineer Officers shall be permitted to eat in the main passengers' dining salon provided they wear clean khakis or dress blue uniforms; coveralls will not be accepted.

8.04 Annual employee physicals may be required by the Employer to be performed by a doctor of the Employer's choice and at the expense of the Employer.

8.05 There will be established appropriate safety committees for the purpose of developing programs concerning the health and safety of Engineer Officers.

8.06 All employees will be encouraged to obtain a U.S. Coast Guard lifeboatman's certificate within six (6) months from date of meeting the necessary Coast Guard requirements. All employees shall be required to obtain the lifeboatman's certificate within one (1) year after completing necessary Coast Guard requirements as a condition of continued employment with the Employer.

RULE 9 OCCUPATIONAL INJURY AND ILLNESS BENEFITS

9.01 Unearned Wages: In the event an Engineer Officer becomes ill or is injured while in the service of the Employer's vessel, he/she shall receive wages to the end of the work assignment. During the period of time that an employee is receiving unearned wages for a work related illness or injury, the employee may not receive additional income supplementation by claiming accrued personal leave or medical/sick leave.

~~The State's position is that effective July 1, 2003, AS 09.50.250 established workers' compensation coverage for state employed seamen and precludes actions brought under the Jones Act, admiralty, or general maritime law. If AS 09.50.250 is successfully challenged or repealed, the State agrees that the provisions of maintenance and cure shall be in full force and effect as provided in Rules 9.02 and 9.03, upon exhaustion of all appeals~~

~~The Union's position is that any changes to Rule 9 are a subject of collective bargaining. The State has made no attempt to negotiate changes in this Rule, but is simply relying on AS 09.50.250. Additionally, the legislation leading to AS 09.50.250, (attached as Appendix B), specifically references collective bargaining agreements. The Union believes that the Jones Act is still applicable and the new AS 09.50.250, providing workers' compensation coverage, may be considered an additional option under the law and, at the choice of the seaman, would be in addition to all rights as provided for under the Jones Act.~~

9.02 Transportation: In the event an Engineer Officer becomes ill or is injured while in the service of the Employer's vessel, he or she will be furnished meals, lodging and transportation until returned to his or her change port. This provision shall apply when the Engineer is not hospitalized and has notified the Chief Engineer or the Personnel Officer of his or her medical status.

9.03 When hospital treatment is required, transportation to and from the hospital will be furnished by the Employer if the Engineer becomes ill or needs medical attention while in the service of the vessel and a Master's certification has been issued. Upon release from the hospital, transportation to the Engineer's change port shall be provided upon request, provided said transportation is connected to an assignment.

9.04 Seniority will accrue while the Engineer is absent from work with authorization, with or without pay or compensation, for illness, injury, or disability.

9.05 The Employer shall provide the Union with written notice of all job-related injuries in a timely manner.

9.06 The Employer will insure the life of every Engineer against accidental death while the Engineer is in authorized travel status in the amount of seventy-five thousand dollars (\$75,000.00).

RULE 10
COMPENSATION FOR LOSS OF EFFECTS

10.01 Crew personnel will be reimbursed in cash for the loss of personal effects, instruments and equipment resulting from shipwreck, stranding, sinking, burning, and collision of the vessel in the amount not to exceed two thousand dollars (\$2,000.00). Each individual must provide the Employer with an itemized list of the individual's losses, including replacement value. Reimbursement may be made over two thousand dollars (\$2,000.00) up to five thousand dollars (\$5,000.00) for lost items if supported by documentation.

RULE 11
CASH ALLOWANCE FOR SUBSISTENCE AND QUARTERS

11.01 When an Engineer Officer is in work status away from his or her home and quarters are not furnished, the Engineer shall be entitled to a quarters allowance of ninety-five dollars (\$95.00) per day between May 16 and September 15 and eighty-five dollars (\$85.00) per day between September 16 and May 15 . In the event the rate for lodging designated in the State Administrative Manual for Southeast Alaska is increased, the rate specified herein shall be increased by the same dollar amount.

In the event the quarters are not available at the contracted quarters allowance rate the Engineer Officer shall be reimbursed for necessary receipted expenses for quarters.

11.02 When an Engineer Officer is in work status away from his or her home and meals are not furnished, the Engineer shall be entitled to a meal allowance of sixty dollars (\$60.00) per day effective July 1, 2000. In the event the rate for meal allowance designated in the State Administrative Manual for Southeast Alaska is increased, the rate specified herein shall be increased by the same dollar amount.

11.03 In instances when the Employer provides meals and lodging the employee has no entitlement to any per diem allowance of any type.

On the first day in travel status, the employee shall be entitled to quarters allowance if overnight lodging is necessary, but only a prorated portion of meal allowance, calculated in accordance with Section 60.220 of the Alaska Administrative Manual.

On the last day of travel status, the employee shall be entitled to a prorated portion of meal allowance as provided for in Section 60.220 of the Alaska Administrative Manual.

RULE 12
CHANGE PORTS AND TRAVEL BETWEEN ASSIGNMENTS

12.01 CHANGE PORTS

(A) Regularly Assigned Engineer Officers. Change ports are Juneau, Ketchikan, Cordova, Valdez and Homer. Changes in these change ports shall be designated by the Employer. Should the Employer make a change to the usual change port of a given vessel, moving costs or travel expenses will be paid for affected Engineer Officers in accordance with Rule 12.08 B or C. The Employer will determine whether moving costs or travel expenses are to be paid on a case by case basis. However, other communities may also be used as change ports if both Regularly Assigned Engineer Officers covering a position reside in such community or vicinity and when such community is a regular port of call of the Employer's vessels, provided no additional expenses are incurred by the Employer. Engineer Officers receiving COLD payments must designate a change port within the State of Alaska. Regularly Assigned Engineer Officers shall normally be relieved at the same change port where they began their duties. The senior Regularly Assigned Engineer Officer on the Time in Grade seniority roster shall designate the change port for the position.

(B) For purposes of 12.04, Vacation Relief Engineers shall designate a preferred change port, either Juneau or Ketchikan. This designation shall be in writing and may be changed with prior written notification to the Employer.

(C) When both the Regularly Assigned Employees are not working a given position, the two (2) Engineer Officers relieving may mutually agree to temporarily designate a change port other than stated in Rule 12.01(A) provided the Engineer Officers involved notify the Employer and the Union prior to the change and provided no additional expenses are incurred by the Employer. This subsection shall not be used to change the designated change port of the Regularly Assigned Engineer Officer upon his or her return.

12.02 RELIEF AT OTHER THAN PORT OF ENGAGEMENT When an Engineer Officer is relieved at a point other than the port at which he or she began that particular assignment, the Engineer Officer is entitled to travel pay and receipted necessary travel expenses to return to the port of engagement.

12.03 TRAVEL BETWEEN REGULAR ASSIGNMENTS. Engineer Officers who reside at any port of call of the Employer's vessels other than at their designated change port may "deadhead" aboard said vessels. During such passage, the Engineer Officer may take meals in the Officer's mess without charge. Berths will be furnished free of charge whenever possible, on a space-available basis, but the Employer shall not be liable for travel and/or other expenses incurred by an Engineer Officer traveling to the Engineer Officer's designated change port by means other than vessels of the System.

12.04 TRAVEL BETWEEN TEMPORARY ASSIGNMENTS. When a Regularly Assigned or a Vacation Relief Engineer Officer is temporarily assigned duties which involve a crew change or work assignment at other than his or her normal change port, for each and every occasion travel is required, the Engineer Officer is entitled to travel pay and receipted necessary travel expenses for travel between the normal change port and the temporary change port. For purposes of this Rule, the "normal change port" shall be either Juneau or Ketchikan.

12.05 In no case shall the implementation of a change port other than Juneau or Ketchikan cause the State of Alaska to incur any significant additional expense nor cause any Alaskan resident to travel outside the state of Alaska to relieve another Engineer Officer.

12.06 Licensed Engineer Officers who are entitled to receive transportation and who travel by automobile at their option, will be reimbursed at thirty-five (35) cents per mile or an amount equal to airfare, whichever is the lesser.

12.07 TRAVEL PAY.

(A) MINIMUMS AND MAXIMUMS

When an Engineer officer is eligible for travel pay as provided elsewhere in this Rule, it shall be computed on the basis of straight-time pay for the actual hours involved in traveling to and from the temporary change port. Engineer Officers will receive a minimum of four (4) hours travel pay per trip, except that if more than four (4) hours is claimed, the Engineer Officer must submit documentation to support the claim. Engineer Officers will receive a maximum of twelve (12) hours travel pay in any twenty-four (24) hour period, regardless of mode of travel involved.

Notwithstanding that a Temporary Relief Engineer's particular assignment begins upon commencement of work on the vessel to which assigned, nor that the port of engagement for any particular assignment is the port to which the Temporary Relief Engineer is directed to report for work, Temporary Relief Engineers shall nevertheless be entitled to travel pay as provided herein. Travel pay for Temporary Relief Engineers assigned to Southeast System vessels shall be limited to actual time spent travelling by the most expeditious route, or four hours per trip, whichever is less. Travel pay for Temporary Relief Engineers assigned to Southwest System vessels shall be limited to actual time spent travelling by the most expeditious route, or eight hours per trip, whichever is less. Eligibility for travel pay shall not be construed as creating other entitlements except as may be expressly stated in this Rule.

(B) ENTITLEMENT--TO ASSIGNMENTS

Travel pay time begins at check-in time of commercial air transportation over the most expeditious route, or at the scheduled departure time of the Employer's vessel, when necessary or directed to travel by vessel. Travel pay time ends upon arrival at the airport serving the designated change port when traveling via commercial air transportation, or when the vessel upon which the employee is traveling arrives at the change port. However, if necessary to await the arrival of the vessel to which assigned, travel pay status will continue until the vessel arrives but shall not exceed eight (8) hours.

(C) ENTITLEMENT--ASSIGNMENT COMPLETION

Travel pay time begins at check-in time of commercial air transportation over the most expeditious route, or at the scheduled departure time of the Employer's vessel, when necessary or directed to travel by vessel. Travel pay time ends upon arrival at the airport serving the port at which the employee began the assignment, or upon the Employer's vessel arriving at the port at which the employee began the assignment.

(D) PER DIEM

When it is necessary to await arrival of the vessel to begin an assignment, Rule 11, Cash Allowance for Subsistence and Quarters, will apply. Claims for subsistence shall be made on Form 02-027, State of Alaska Travel Authorization. Travel time will apply towards minimum guarantee but shall not be included in straight-time hours in determining when overtime will commence.

12.08 TRANSFER OR PERMANENT CHANGE OF ASSIGNMENT.

(A) All additional costs incurred by a transfer or permanent change of assignment at the convenience of and request by an Engineer Officer shall not be the responsibility of the Employer unless otherwise specified in this Agreement.

(B) All additional costs incurred by a transfer or permanent change of assignment of an Engineer Officer which is at the request of and for the convenience of the Employer shall be the responsibility of the Employer.

(C) All reimbursements for actual moving expenses incurred shall be in accordance with the State Administrative Manual.

12.09 When an Engineer Officer is on an approved personal leave and is unexpectedly called back to work, and agrees to such callback, he or she will be reimbursed for any additional transportation expenses incurred by the Engineer Officer to return as a result of the early return to work. In order to be reimbursed under this section, the callback must be approved by the System Director, Alaska Marine Highway System, prior to the Engineer Officer incurring additional expenses. The Engineer Officer shall submit documentation to support the additional expenses claimed. If the Engineer Officer undertakes return travel after completing the assignment to which called back, he or she shall be reimbursed for any additional transportation expenses to return to the original point of call.

12.10 Upon initial hire, the Engineer Officer shall be entitled to one-way air transportation between his or her port of original hire and the port of relief. Upon termination the Engineer Officer shall be entitled to one-way air transportation between the port of relief and his or her original port of hire.

12.11 When an Engineer Officer whose residence is other than the State of Alaska, and moves his or her legal residence to within the State of Alaska, then the Engineer Officer will be entitled to reimbursement for moving expenses in accordance with the State Administrative Manual. Such changes of residence must occur within a year of the Engineer Officer's initial hire date unless required by the Employer.

RULE 13
VISITATION

13.01 Prior to conducting Union business, authorized representatives of the Union shall sign in to receive a visitor's pass before being allowed to go on the Employer's property and on board vessels. The Union agrees that the Employer is absolved from all claims resulting from any accident involving such representatives while on the property or on board vessels of the Employer. No individual or group of Engineer Officers will be interrupted in their work without the approval of the Chief Engineer.

RULE 14 SETTLEMENT OF DISPUTES

14.01 Any dispute arising between the Union or the Engineer Officers covered herein, and the Employer, the Union or the aggrieved Engineer(s), as the case may be, regarding the interpretation or application of this Agreement shall be determined in accordance with the following procedure as the sole means of settling said controversy:

STEP ONE An aggrieved Engineer Officer or Union Representative shall first attempt to settle the grievance through discussion with the Engineer's immediate supervisor. Failing to resolve the dispute, the Engineer shall reduce the grievance to writing and submit it to the Union and the System Director, Alaska Marine Highway System, within thirty (30) calendar days of the action or inaction, or the date the employee is made aware of the action or inaction, whichever is later. The System Director shall render a decision in writing within fifteen (15) working days from receipt of the filing. Settlements reached at this step shall be consistent with the provisions of this contract and with policies and regulations of the Employer.

STEP TWO: If the grievance is not resolved at Step One of the procedure, the Union may appeal the grievance in writing to the Commissioner of the Department of Transportation and Public Facilities within fifteen (15) working days after the Step One decision is due or received, whichever is earlier. The Commissioner of the Department of Transportation and Public Facilities or designee shall respond in writing to the Union within fifteen (15) working days after receipt of the appeal.

STEP THREE: In the event a grievance which has been considered at Step Two is not resolved at Step Two, the Union may appeal it in writing to the Commissioner of the Department of Administration within fifteen (15) working days after the response from Step Two is due or received, whichever is earlier. The Commissioner of the Department of Administration or designee shall respond in writing to the Union within fifteen (15) working days after receipt of the appeal.

STEP FOUR: If a grievance over the correct interpretation or application of this Agreement remains unresolved after being timely processed through the preceding steps, it shall proceed to binding arbitration if either party so requests by written notice to the other party within forty-five (45) calendar days after the date of the response of the Commissioner of the Department of Administration required under Step Three. Such request shall specify which Rule or Rules are alleged to have been violated.

14.02 Within thirty (30) calendar days after the signing of this Agreement the Employer and the Union shall jointly request from the Federal Mediation and Conciliation Service the names of seven (7) qualified arbitrators. Thereafter, on each occasion requiring an arbitrator, the parties will promptly select the arbitrator by alternately striking names from the list until only one name remains. The party requesting arbitration shall strike the first name. The last name remaining on the list shall be the arbitrator, and arbitration shall commence on a date to be selected by agreement of the arbitrator and the parties. The arbitrator shall issue a decision and award in writing within thirty (30) calendar days after the close of the hearing, which decision and award shall be final and binding on each of the parties. The arbitrator shall have no authority to rule contrary to, amend, add to, subtract from or eliminate any of the terms of this Agreement. The arbitrator shall have the power to return a grievant to employee status with or without restoration of back pay or mitigate the penalty under the facts provided a specific contractual violation is found.

14.03 In any arbitration proceeding held pursuant to this Rule, the 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.

14.04

(A) To qualify for consideration under the grievance procedure set forth in this Rule, a grievance must be brought to the attention of the Employer through the Union in writing within thirty (30) calendar days of the occurrence of the disputed action or inaction or of the date the Engineer Officer is made aware of the action or inaction, whichever is later.

(B) The appeal of a dismissal, demotion, or suspension must be brought to the attention of the Employer through the Union in writing within ten (10) calendar days of the date the Engineer is notified of the action. Any grievance resulting from the dismissal, demotion or suspension of an Engineer who has, at the time of the disputed action, established seniority pursuant to Rule 26 of this Agreement shall be entered into the procedure at Step Two. Such grievances by Engineers who have not established seniority shall likewise be entered at Step Two but may not be carried beyond Step Three.

(C) Prior to using the grievance procedure, pay complaints must first be submitted on forms provided by the Employer entitled Notice of Pay Problem (NOPP) within thirty (30) calendar days after the issue date of the pay warrant in question or of the date the Engineer Officer is made aware of the action or inaction, whichever is later. It shall be the employee's responsibility to complete the form with full details of the complaint and to insure that the Union receives a copy of the NOPP. The Employer shall respond within fifteen (15) working days from the Employer's receipt of the NOPP and a copy of the response shall be sent to the Union. Should the response not be satisfactory to the employee and the Union, a grievance must be entered at Step Two under Rule 14.01 within fifteen (15) calendar days after the NOPP response is due or received, whichever is earlier.

14.05 Written grievances at Steps One through Four shall be processed on forms provided by the Employer and shall, at all levels of the grievance procedure, cite specific Rules alleged to have been violated, and shall contain, as a minimum, sufficient information to determine the issues and relief sought. All time limits expressed herein may be extended by mutual agreement of the parties, but it is understood that time is of the essence and that grievances not timely appealed are considered moot.

14.06 There shall be no strikes, lockouts, sympathy strikes, slowdowns or stoppages of work during the term of this Agreement, it being the intent of the Employer and the Union that all disputes be settled in accordance with the provisions of this Agreement. Notwithstanding this, however, no Engineer working under this Agreement shall be required to board any vessel of the Employer which is being picketed by any union in connection with a lawful primary strike sanctioned by the District Treasurer of the District #1, MEBA.

RULE 15 WORKING CONDITIONS

15.01 Licensed Engineers shall not paint, chip, scale, clean or polish bright work, or do any clean-up work in the engine department or any other work customarily assigned to unlicensed personnel. Welding, burning and asbestos work shall be accomplished as directed by the Chief Engineer or designee.

15.02 In addition to the straight-time rate of pay, the penalty rate shall be paid to Licensed Engineer Officers, with a minimum of one (1) hour, for the following:

(A) burning or welding outside of the machinery spaces when a vessel is in operation, except as directly required in connection with the Engineers' duties for the maintenance and repair of the vessel's machinery or piping;

(B) all work performed physically below floor plates;

(C) when ordered to enter water tanks, fuel tanks, air bottles and inside boilers, dry tanks, voids, waste heat boilers, sewage tanks and work on effluent lines;

(D) repair work on refrigerating units that are not part of the vessel's equipment or property of the State;

(E) major overhaul work while a vessel is in operation, such as pulling pistons, heads, gears, bow thrusters, main bearings, cranks, intake and exhaust valves, or super chargers, and major boiler repairs;

(F) when required to wear special protective clothing consistent with the Alaska Marine Highway System's policy and procedure on asbestos removal and repair.

15.03 If the Engineer Officer is on overtime, the overtime rate will apply plus the penalty rate.

15.04 When a Licensed Engineer Officer is assigned a watch on a vessel in operation, he or she shall not be required to perform repair work as in 15.02 except that work which is necessary to keep the ship in operation or work as may be necessary due to a mechanical failure which would affect the safety of the ship, passengers or crewmembers.

Engineers on watch shall not be required to perform duties away from the confines of the engine room casings while the vessel is underway. Engineers shall not be required to perform duties other than those necessary for the proper operation and maintenance of the vessel's auxiliary and main propulsion units. All pumps, winches, steering units, lines, sanitary and heating systems, refrigeration units and other mechanical or electrical equipment normally falling under the cognizance of the Chief Engineer shall be classed as vessel's auxiliaries. The Engineers are charged with the operation and maintenance of all vessel's mechanical and electrical equipment as normally performed by Licensed Engineers on merchant ships.

15.05 In the Southeast System on the COLUMBIA Class vessels, the First Assistant Engineer position is that of a nonwatchstander. He or she will be used whenever possible as determined by the Chief Engineer to break in new Engineers or to fill in for a watchstanding Engineer who has become ill or injured after reporting for his or her duty tour.

15.06 The Employer will continue to furnish washing machines and dryers for the Engineer Officers in the engine room and will continue to replace parts of, or worn-out, washing machines and dryers.

15.07 The Employer will provide an Observing Billet on a space-available basis with the approval of the System Director of the Alaska Marine Highway System, or designee and the Union, limited to one Engineer at a time (no pay involved).

15.08 INDEMNIFICATION.

Upon request, the Employer agrees to provide for the legal defense of a Licensed Engineer in any civil action brought against the Engineer Officer as the result of the Engineer's performance of or failure to perform his or her duties and to indemnify and hold harmless such Engineer from any judgment levied against him or her in any such civil action, subject to the following conditions:

If the Employer determines that the Engineer is guilty of willful misconduct, the Employer shall notify the Engineer of this determination. The Engineer may then obtain legal representation of his or her choosing and at his or her expense, and may bring the Employer into the action as third-party defendant.

If it is determined by the court that the Engineer is not guilty of willful misconduct, the Employer shall indemnify the Engineer for all costs and for actual attorney's fees stemming from the action, as well as for any judgment rendered against the Engineer. If it is determined by the court that the Engineer is guilty of willful misconduct, the Engineer shall bear the costs and attorney's fees, as well as any judgment rendered against him or her.

The Engineer must request, in writing and within ten (10) days of the service of the Summons and Complaint on the Engineer, that the Employer provide the legal defense services available under this Rule. The submission date of the Engineer's request shall be established by its postmark. Failure to submit a written request within the required ten (10) days shall relieve the Employer of any obligation under this Rule. The Employer shall select which attorney will represent the Engineer, and if the Engineer objects to the attorney selected by the Employer, he or she may obtain his or her attorney, at his or her own expense.

15.09 The Employer shall provide license insurance for all permanent Engineer Officers.

RULE 16 SHIPYARD AND TERMINAL WORK

16.01 When vessels are tied up and watches are broken such as at a shipyard or tie-up terminal, the regular Engineer Officers shall work ~~a forty-two (42) hour workweek~~ an assignment as defined in Rule 19.01. During such periods, ~~Engineers shall be paid for the first forty-two (42) hours of work at the straight time rate and Rule 25 shall apply.~~ Provisions of 15.02(B) and (C) will still apply.

16.02 Engineers working on a vessel while in shipyard or at the Employer's tie-up repair terminal shall work in accordance with Rule 19.02. ~~on the basis of eight and four tenths (8.4) hours per day or five (5) consecutive days of forty-two (42) hours per week.~~ When changing from shipyard workweeks to running time workweeks, the hours concerned shall be combined only for the purpose of establishing minimum pay requirements within the regular pay period.

Engineer Officers are entitled to a fifteen (15) minute period at the time of completion of the shift for clean-up.

16.03 ~~All time worked in excess of eight and four tenths (8.4) hours per day or five (5) consecutive days, forty-two (42) hours a week, shall be paid at the overtime rate.~~ For Shipyard and terminal work, Rule 22 shall apply. Rule 22.02 will not apply to Chief Engineers receiving nonwatch pay.

16.04 All running time on ship's watch time to bring vessel to tie-up or repair terminal or return from shipyard or repair terminal shall be paid on the twelve (12) hour day basis. ~~The change of work schedules from ship's watch time to straight eight and four tenths (8.4) hour days shall with the change to occur at the nearest noon or midnight that the vessel leaves or enters service.~~

16.05 Holiday pay while in the shipyards will be at the rate of twelve (12) hours.

16.06 All two (2) week or special working arrangements are automatically cancelled when the ship is covered by this Rule.

16.07 The Employer agrees that prior to establishing the annual winter maintenance program, it will actively solicit, and give due consideration to input from its Licensed Engineer Officers. The Employer shall notify and invite the lead Chief Engineer from the vessel to all major maintenance planning meetings for that vessel and the Union representative shall be notified of the meeting. The lead Chief Engineer may request that additional ship's Engineer Officers be invited subject to approval by the System Director or designee.

In establishing its winter maintenance schedule, the Employer will utilize its Engineer Officers to perform maintenance/repair work to the fullest extent after considering cost effectiveness, time constraints and the advantages of using its own Engineer Officers. This subsection (16.07) is not subject to Rule 14.01, Step Four.

16.08

(A) The minimum manning levels of licensed engineers assigned to a vessel in maintenance status, when licensed engineers are assigned to the vessel for repair work, shall be no less than as follows:

M/V COLUMBIA CLASS

One (1) each
Two (2) each
Two (2) each

Chief Engineer
First Assistant Engineer
Second Assistant Engineer

M/V LE CONTE CLASS

One (1) each
One (1) each
Two (2) each

Chief Engineer
First Assistant Engineer
Second Assistant Engineer

(B) The M/V TUSTUMENA and ~~M/V BARTLETT~~ shall have no less than the manning levels as worked in the 1985-1986 annual maintenance period for each vessel.

(C) To facilitate repairs unlicensed personnel as determined by management may be assigned to vessels in maintenance status. This subsection [16.08(c)] is not subject to Rule 14.

16.09 (A) In addition to the above manning levels, the Employer agrees to use Engineer Officers who have been issued a permanent MEBA dispatch to the employer, to stand vessel engineering security watches, when such watches are required, or otherwise established by Alaska Marine Highway System. If no current Alaska Marine Highway System employees are available, the employer will make temporary job calls to the Union to fill any engineering security watch vacancies, who will be paid at the M/V COLUMBIA class, third assistant engineer rate. The parties agree that on a weekly basis there would be a maximum need for one hundred and twenty-eight (128) hours security coverage. Licensed engineers assigned to security watches may be scheduled to work hours other than as specified in Rule 16 of the current agreement, but will be paid overtime for hours worked in excess of forty-two (42). Accordingly, there would be no more than three (3) security watch engineers required on any given vessel.

(B) When Engineer Officers in the yard are either directed in advance by their supervisor to be available for immediate recall or their names are placed on a Engineer Security Watch roster, they will receive Engineer Security Watch pay as outlined below. Assignments to a Engineer Security Watch roster will be, insofar as it is possible, equitably rotated among officers normally required to perform the anticipated duties, provided that nothing in this Rule will preclude the assignment of an individual to perform Engineer Security Watch whose knowledge makes that individual the most logical choice for the anticipated tasks.

When an Engineer Officer is assigned to a Engineer Security Watch roster, the officer will receive Engineer Security Watch premium pay in an amount equal to two hours pay at the Engineer Officer's straight-time hourly rate of pay for each calendar day or portion of calendar day of such assignment. Officers receiving nonwatch pay will not receive this Engineer Security Watch premium pay.

16.10 Effective January 1, 2005, the AMHS will maintain the full time year round equivalent licensed engineering positions at seventy-seven point five (77.5). Effective January 1, 2006, the full time year round equivalent licensed engineering positions will be seventy-two point five (72.5) and effective January 1, 2007, the full time year round equivalent licensed engineering positions will be sixty-seven point five (67.5). In the event the Union has cause to believe that the proper level of positions is not being maintained, they may pursue a resolution of the question by filing a grievance at the Step Two level in order to expedite a timely resolution of

such dispute. In the event the initiating conditions of Rule 35 are not met the parties will meet and negotiate on this Rule.

**RULE 17
SOUTHEAST PAY PLAN**

17.01

(A) Basic Schedule - Chief Engineers, effective July 1, ~~2009~~2011:

Monthly (182 hours)	Biweekly (84 hours)	Straight-Time Hourly	Overtime Hourly
\$7,392.84	\$3,412.08	\$40.62	\$60.93 <i>(These amounts will be changed to reflect the wages in effect on 6/30/11)</i>

(B) Nonwatch Pay. In addition to the above, a Chief Engineer shall receive \$677.96 per pay period as nonwatch pay in lieu of all overtime, for vessel arrival and departure to port, repair and breakdown callout, while vessel is in operation, and he or she is in a work status. ~~When a Chief Engineer is working on a vessel not in operation, he or she is not entitled to nonwatch pay, but is eligible for overtime per Rule 16.03.~~

(C) Basic Schedule - Assistant Engineers effective July 1, ~~2009~~2011:

<u>Monthly</u> <u>Job Classification</u>	<u>Biweekly</u> <u>(182 Hrs.)</u>	<u>(84 Hrs.)</u>	<u>Straight time</u>	<u>Overtime</u>
Firsts/ <u>Project Inspectors</u>	\$6,368.18	\$2,939.16	\$34.99	\$52.49
Seconds	\$5,949.58	\$2,745.96	\$32.69	\$49.04
Thirds	\$5,581.94	\$2,576.28	\$30.67	\$46.01

(These amounts will be changed to reflect the wages in effect on 6/30/11).

The straight time hourly rate in effect on 6/30/11 for Firsts/Project Inspectors will increase by \$1.25 on 7/1/11. The straight time hourly rate in effect on 6/30/12 for Firsts/Project Inspectors will increase by \$1.25 on 7/1/12. The straight time hourly rate in effect on 6/30/13 for Firsts/Project Inspectors will increase by \$1.24 on 7/1/13. The straight time hourly rate in effect on 6/30/11 for Thirds will increase by \$0.50 on 7/1/11. The straight time hourly rate in effect on 6/30/12 for Thirds will increase by \$0.50 on 7/1/12. The straight time hourly rate in effect on 6/30/13 for Thirds will increase by \$0.50 on 7/1/13.

17.02 COST-OF-LIVING DIFFERENTIAL FOR ALASKA RESIDENTS.

(A) Pursuant to AS 23.40.210, as part of the basic pay provided in 17.01 and for pension purposes effective April 1, 1988, but not to be included in computing an hourly wage rate, those Engineers who are residents of Alaska shall receive a cost-of-living differential for each pay period they are in pay status according to the following schedule:

CHIEF ENGINEERS

\$601.02 Per Pay Period in Pay Status

ASSISTANT ENGINEERS

<u>Job Classification</u>	<u>Per Pay Period in Pay Status</u>
Firsts	\$518.10
Seconds	\$483.78
Thirds	\$453.80

(B) Cost of Living Differential (COLD) payments are a geographical differential which reflects the difference in the cost of living in Alaska and Seattle, Washington.

An employee establishes eligibility for COLD payments by establishing and maintaining his or her primary place of abode within the State.

An employee working in a pay period in which the employee has also worked in a classification covered by another labor agreement will have COLD payments subtracted from the COLD due under Rule 17.02. The total COLD compensation received from the two work assignments, combined, in the same pay period may not exceed the total amount that the employee could have otherwise received under Rule 17.02.

Proof of eligibility for COLD payments must be filed annually on a form provided by the AMHS. The Employer may require an employee to provide additional documentation to support claims of eligibility for COLD payments. It shall be the employee's obligation to notify the Employer when he or she relocates his or her principal place of abode in a manner which affects eligibility for COLD.

17.03 One Chief Engineer aboard each vessel shall be designated as the "Lead Chief," and shall be responsible for additional duties as prescribed by the Employer and shall be compensated for these additional duties at the rate of one hundred dollars (\$100.00) per pay period.

17.04 Overpayment(s) discovered after ~~two (2)~~one (1) years from the time the overpayment was made shall be forgiven by the Employer, unless the overpayment was the result of employee fraud, deception or negligence.

17.05

~~Employees in pay status during the month of July 2008 or on leave without pay status that has been approved by the Employer will receive a one-time lump sum payment of \$2381.00~~

~~The straight time hourly rate of pay and Nonwatch in effect on June 30, 2010-2011 shall not increase, by four percent (4%) effective July 1, 2010.~~

17.06 PAY PROBLEMS Any dispute by an employee alleging an error in his or her paycheck shall be brought to the attention of the Employer on the Employee "Notice of Pay Problem" (NOPP) forms. Filing of the NOPP does not waive the filing requirements of the grievance procedure as set out in Rule 14.

17.07 PAY PROCEDURES.

(A) Method of Receiving Payment:

(1) ~~Employees shall normally~~may elect in writing to receive their pay at the DOT Technical Services office in Juneau, Alaska. In the event an employee is on vacation or for other reasons will not be in work status for a period longer than one work period, it shall be the employee's responsibility to make paycheck delivery arrangements prior to departure.

(2) Employees may elect in writing to have their paychecks mailed to their homes or banks.

(3) Itemized Deductions; The Employer shall itemize all deductions on paychecks so all bargaining unit members can clearly determine the purpose for which amounts have been withheld.

(4) Mandatory Direct Deposit. The parties agree that if a new program becomes available to the State where paychecks are no longer mailed, then the language regarding the mailing and delivery of paychecks in this section is no longer valid.

(B) Pay Procedures:

(1) Paychecks received at the DOT Technical Services office shall be considered timely if received by 12:00 midnight on payday.

(2) Mailed paychecks shall be considered timely if postmarked three days prior to payday. If the Employer must stop payment and reissue a check, the check shall be considered timely if mailed or delivered within four (4) days of Employer receipt of an Employee Notice of Pay problem form, in which case penalty pay shall not apply.

(3) If the employee who elects to receive a paycheck at home or at work does not receive the paycheck on payday or within four days of the close of business on payday, the employee shall be entitled to penalty pay of forty dollars (\$40.00) for every day thereafter that the check is late, provided the employee files notice with the Employer within the next regular day of business on forms provided by the Employer. The Employer shall provide an adequate supply of forms to each vessel and all terminal offices. Failure to provide notice to the Employer within the specified time period will forfeit claim for penalty pay until such notice is given. Employees who have their checks mailed to their banks shall be entitled to penalty pay only from the date of written complaint to the Employer.

(4) Pay Shortages. Pay shortages shall be paid after receipt and verification of the employee's complaint in accordance with Section 3 above, and no later than fifteen (15) days after verification of a written complaint submitted on forms provided by the State. If not paid within the prescribed period, the penalties set forth in Section 3 above shall apply for any verified pay shortages greater than two hundred dollars (\$200.00). Shortages of less than two hundred dollars (\$200.00) shall be paid on the next regular payday.

(5) No payment of penalty pay on a single claim shall exceed forty dollars (\$40.00) per day nor total more than four hundred dollars (\$400.00).

17.08. Project Inspector

When the employer requires a Project Inspector, the rate of pay and leave type shall be equivalent to a First Assistant Engineer for the vessel class and system to which they are temporarily assigned. If the Project Inspector holds a chief engineer bid position, the rate of pay and leave type will be equivalent to Chief Engineer for the vessel class and system to which they are temporarily assigned as a Project Inspector.

RULE 18 HOURS

- 18.01** Twelve (12) hours shall constitute a day's work for watchstanders. The daily hours for watchstanders shall be divided into sea watches of six (6) hours on duty followed by six (6) hours off duty or any other combination equaling twelve hours as mutually agreed upon by the Chief Engineer and AMHS management. The Chief Engineer shall be a nonwatchstanding officer.
- 18.02** Dayworking Engineer Officers shall work a twelve (12) hour day from 0600 to 1800 hours within which a one (1) half-hour break for lunch and two (2) fifteen (15) minute coffee breaks shall occur.
- 18.03** Chief Engineers: Twelve (12) hours shall constitute a non-watchstanding day's work, however, the hours are not required to be contiguous; allowing flexibility to accommodate variable operation activity and minimize overtime.

RULE 19 MONTHLY WORK

19.01 Two (2) complete crews shall be assigned to each vessel with the workdays divided evenly during each year between the two (2) crews as nearly as practicable. Each crew will work ~~one (1)~~two (2) weeks [~~seven (7)~~fourteen (14) consecutive days] followed by ~~one (1)~~two (2) weeks [fourteen (14) consecutive days] off duty with the alternate crew relieving.

19.02 If mutually agreed upon by two (2) Engineers in grade, they may work ~~fourteen (14) days on, followed by fourteen (14) days off~~alternative schedules, provided they obtain the written approval of the ~~System Director~~General Manager, or designee, and the Union, and the Chief Engineers are informed.

19.03 It is understood that there shall be no overtime because either Engineer does not fulfill his part of the schedule while the vessel is on the run and this ~~fourteen (14) day schedule~~alternative schedule is in effect.

RULE 20
EMERGENCY SERVICE

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

RULE 21 LATE ARRIVAL

21.01 When a vessel is delayed for any reason other than "Emergency Service" in excess of one (1) hour after scheduled time of arrival at change ports, such delay shall be termed a "Late Arrival." Scheduled time of arrival shall be one (1) hour before the published departure time from each port. The hours involved in such delays shall be determined by the Deck Log. Total hours shall be calculated from the scheduled time of arrival.

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

(A) Twelve (12) hours pay of either scale or combination thereof shall constitute a day's pay.

(B) Nonwatchstanders shall be paid on the basis of one-half (1/2) the delay at straight-time, and one-half (1/2) at overtime, unless proof of time actually worked is in excess of one-half (1/2) the delay period. In that case, the overtime will apply to the time worked. When the delay totals an odd number of hours, the odd hour will be regarded as overtime.

(C) The foregoing applies to delays of twelve (12) hours or less. Delays over twelve (12) hours will be handled under regular callback or overtime rules for the entire Late Arrival.

21.03 When circumstances, other than a schedule change or a change in change ports, necessitate an early crew change, and the change is made twelve (12) or less hours early, the provisions of rule 21.02 will apply. If the change is made more than twelve (12) hours early, Rule 22.03 will apply.

RULE 22 OVERTIME

22.01 The overtime rate shall be one and one-half (1-1/2) times the straight-time hourly rate.

(A) Engineer Officers working one (1) week on one (1) week off schedule shall receive overtime for work in excess of eighty-four (84) hours of work.

(B) Engineer Officers working two (2) week on two (2) week off schedule shall receive overtime for work in excess of one hundred and sixty-eight (168) hours of work.

22.02 If a Licensed Engineer is called out after completing his or her normal workday, he or she shall be paid a minimum of two (2) hours at the overtime rate.

22.03 In case an Engineer is called out after completing his or her week(s) on, he or she is to receive one day's pay at the overtime rate. Following the first day of callback, each watch stood until the start of the Engineer's regular workweek shall be at the overtime rate. This minimum does not apply when there is a schedule change or a change in change ports. In these cases, he or she will start the work week with the standard six (6) hours at overtime. The Employer and the Union shall make every effort to prevent Engineer Officers from working their assigned week off due to the Engineer's opposite being sick or injured.

22.04 The penalty rate shall be thirteen dollars \$13.00 per hour effective July 1, 2000.

22.05 Premium pay shall not be pyramided (overtime will not be compounded).

22.06 In the event an Engineer Officer's overtime or penalty time is disputed for any reason, the Employer will furnish the Engineer Officer a copy of the timesheet involved.

22.07 Extend LOA 98-B-256 (Appendix A).

RULE 23 LEAVE

23.01 PERSONAL LEAVE

(A) Conversion of Accrued Annual and Sick Leave to Personal Leave: All Regularly Assigned and Vacation Relief Engineers on the payroll as of April 1, 1989, and thereafter employees permanently transferring from other vessel bargaining units who have accrued annual and sick leave shall have the entire annual leave balance and 40 percent of their sick leave balance as of March 31, 1989, converted to the employee's personal leave account except as specified in 23.07 below.

(B) Personal leave shall accrue according to the following schedule:

<u>Years of Continuous Service</u>	<u>Personal Leave Accrual (Hours/Year)</u>
1 but less than 2	188
2 but less than 3	250
3 but less than 4	318
4 but less than 5	390
5 but less than 7	468
7 but less than 10	551
more than 10	638

(C) Eligibility for Accrual. Eligibility for personal leave accrual shall commence once the Engineer Officer has accumulated two thousand one hundred eighty-four (2,184) straight-time hours of compensation. The Engineer Officer will then be considered as having one (1) year of continuous service, thereby establishing a leave anniversary date. Upon the establishment of a leave anniversary date, the Engineer Officer will be credited with one hundred and eighty-eight (188) hours personal leave. Personal Leave in successive years shall be at rate shown in Rule 23.01 (B).

Personal leave benefits awarded under this Rule will not be construed as establishing seniority, which is separately defined in Rule 26.

Once eligible for personal leave accrual, an Engineer Officer will be credited with one-thirteenth (1/13) of the year's [twenty-six (26) pay periods] personal leave accrual during each calendar month in which he or she is compensated for a minimum of eighty-four (84) straight-time hours. An Engineer Officer's leave anniversary date will be adjusted forward one (1) month for each calendar month that he or she does not receive personal leave credit.

(D) Cash Out: Engineer Officers covered by this section who have personal leave balances of at least one hundred and sixty-eight (168) hours shall be permitted to cash out one hundred and sixty-eight (168) hours of personal leave per calendar year when mutually agreed to by the Union and the Employer. The Engineer Officer's personal leave balance shall be reduced by the number of hours for which payment is made, but shall not be counted as personal leave used. Cost of living differential (COLD) will be paid on cash-ins except that COLD will not be duplicated for any period.

23.02 LEAVE SCHEDULING.

Personal Leave shall be taken as scheduled following notification by the Leave Scheduling Committee and the System Director, Alaska Marine Highway System, or designee working in

unison to arrive at the individual's Personal Leave dates. This program will provide Vacation Relief Engineers who shall have a schedule and relieve for vacations throughout the year, and shall not be removed from their vacation relieving schedule unless they are ill. However, during the annual overhaul period Vacation Relief Engineers must contact an active Leave Scheduling Committee representative of the Union and the State no later than seven (7) days prior to returning to work from leave. It is recognized that Vacation Relief Engineers may be reassigned from the first day to the seventh day following the actual date of the end of the approved vacation. Management reserves the right of final approval for all personal leave requests.

Engineer Officers desiring to take personal leave not scheduled by the Leave Scheduling Committee including but not limited to those reasons specified in 23.06, must contact a Union dispatch office and one of the two employer representatives on the Leave Scheduling Committee to have such leave approved.

23.03 LEAVE SCHEDULING COMMITTEE

(A) The Leave Scheduling Committee will consist of a chairperson, co-chairperson, and four (4) committee members. The co-chairperson will become the chairperson the following year. The Union will select a chairperson and a co-chairperson. The other four (4) committee members will be selected by the Union from those vessels in for the annual yard period. The System Director, Alaska Marine Highway System, will designate up to two (2) Employer representatives to serve as full members of the Leave Scheduling Committee in addition to those committee members selected by the Union.

(B) Allocation of vacation for this program will be based on Time in Grade seniority.

(C) The Port Engineer's office will be consulted concerning the schedules and the number of relief positions required. The System Director shall have final approval of the vacation schedules and number of relief positions required. Leave shall not be unreasonably denied.

(D) Those Engineers who participated on the Leave Scheduling Committee are to receive pay on the basis of one (1) day's pay for each day served when not on the payroll. The rate of pay shall be at the Engineer's regularly assigned classification. The Leave Scheduling Committee shall meet in part or in whole as frequently as necessary to adjust the operational changes. The frequency and nature of these meetings shall be mutually agreed to by the Union and the System Director, Alaska Marine Highway System, or designee.

(E) During periods of layup of vessels, Engineer Officers with greater amounts of usable personal leave may be directed by the Leave Scheduling Committee to utilize this time in order to permit other Alaska Marine Highway System Engineer Officers to remain working. In their effort to accomplish this goal, the Leave Scheduling Committee may not involuntarily reduce an Engineer Officers personal leave balance below 546 hours for SE & Port Engineers, 720 hours for Tustemena, 1080 hours for Bartlett, or 90 "A" days for Kennicott. Any additional time scheduled off must conform to the engineers existing working schedule and change port.

In the event an Engineer Officer volunteers to have their personal leave or "A" day balance reduced below this level, he/she must submit a letter to the chairperson of the Leave Committee stating how many hours or "A" days they are willing to have their balance reduced to.

23.04 VACATION RELIEF ENGINEERS.

(A) The Vacation Relief Engineer's work assignments shall be as prescribed by the Leave Scheduling Committee. Vacation Relief Engineers will be designated as: Vacation Relief Chief Engineer, Vacation Relief First Assistant Engineer and Vacation Relief Second Assistant Engineer.

(B) When a Vacation Relief Engineer Officer is working in his or her regularly assigned job classification, or is working a temporary downgrade, he or she will be paid at the pay rate of his or her regularly assigned job classification. When a Vacation Relief Engineer Officer is temporarily working in a higher classification (i.e., First Assistant working as a Chief), he or she will be paid the eighty-four (84) hour [or one hundred sixty-eight (168) straight-time hour] base pay rate per assignment, and all other hours earned during the pay period at the rate of pay for the job classification he or she is working.

23.05 PERSONAL LEAVE PAYRATE. Regularly Assigned and Vacation Relief Engineers shall be paid for vacation at the rate of their regular assignment. Regularly Assigned Engineers who are working in a temporary upgrade position shall be paid for personal leave at the rate no less than their regularly assigned position or at the rate of the classification the engineer worked for the majority of the preceding year. Vacation Relief Engineers shall be paid for vacation at the rate of the highest rating he or she has relieved in accord with Rule 23.04 when such relief work constituted more than 50 percent of all straight-time hours of work performed within the calendar year the vacation is to be taken. Temporary Relief Engineers shall be paid for vacation at the rate of the classification in which the Engineer worked. (If more than one [1] classification was worked, the Temporary Relief Engineer shall receive the rate of pay on which the majority of his or her time during the last year was worked.) Minimum guarantee and holiday pay entitlements shall not be affected by vacation.

23.06 PERSONAL LEAVE USAGE

(A) In addition to scheduled vacation, personal leave may be claimed for the following:

1. Illness or injury which incapacitates any Engineer Officer to the extent that the Engineer is unable to perform assigned work. The Engineer Officer shall notify the Employer of incapacitating illness or injury at the earliest possible time so that arrangements for a Relief Engineer Officer may be made.
2. Illness or disability within the Engineer Officer's immediate family which requires the attendance of the Engineer at the direction of a physician. Such absences shall in all instances be supported by physician's certificate.
3. Funeral attendance of deaths in the family to the maximum of eighty-four (84) hours. "Immediate family" is defined as father, mother, husband, wife, sons, daughters, brother, sister, grandchildren, grandparents, father-in-law, and mother-in-law. It shall be the Engineer's responsibility to provide evidence of such attendance.
4. Pregnancy and/or childbirth for an Engineer Officer. Claims for personal leave submitted for these reasons shall be treated in the same manner as are any other personal leave claims. If a medical doctor certifies the father's presence is necessary, the leave provisions as above shall be applicable to him also.
5. Nonwar Military Duty Absence and Payment. An employee who is required to report for a military physical examination is entitled to a leave of absence without loss of pay, time or performance rating. The leave of absence shall not exceed three (3) working days.

An employee who is a member of a reserve or auxiliary component of the U.S. Armed Forces is entitled to a leave of absence without loss of pay, time or performance rating without regard to other compensation earned during that period on all days during which the employee is ordered to training duty as distinguished from active duty, with troops or at field exercises, or for instruction, or under direct military contact in the performance of a

search and rescue mission. The leave of absence may not exceed sixteen and one-half (16-1/2) working days in any twelve (12) month period, beginning January 16 and ending January 15.

An employee on personal leave shall not go on military leave without returning to duty unless military leave is approved prior to commencement of personal leave.

6. Upon application by the MEBA Branch Agent to the Director of Personnel/EEO, an employee may be granted leave without pay for purposes of serving as an official of MEBA provided that such leave, if approved, shall be not less than three (3) months. Approval of such leave shall not be unreasonably withheld.

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

(B) All Engineer Officers contemplating taking leave without pay to attend MEBA schools shall request such time on the appropriate form to be turned in to the System Director, Alaska Marine Highway System, or designee.

(C) Engineer Officers who are assigned to the M/V Kennicott and are eligible to accrue Southeast "A" days may request that their Southeast or Southwest personal leave be converted to Southeast "A" days using the conversion factor listed below. Conversions will be done on a pay period basis as needed to complete the pay period.

SOUTHEAST "A" DAY/SOUTHEAST PERSONAL LEAVE CONVERSION:

Continuous	Conversion Factor
1 but less than 2	1.094
2 but less than 3	1.129
3 but less than 4	1.170
4 but less than 5	1.217
5 but less than 7	1.272
7 but less than 10	1.337
more than 10	1.412

SOUTHEAST "A" DAY/SOUTHWEST PERSONAL LEAVE CONVERSION:

Conversion factor 1.941

23.07 UNION BUSINESS LEAVE BANK.

(A) The Union Business Leave Bank (UBLB) will be maintained as a dollar amount by the Employer and administered by the Union. The Union will be advised in writing upon request as to the balance of this account.

Withdrawal requests from the UBLB will be for purposes of contract negotiations and formulation, executive meetings, training sponsored by the Union, attendance at arbitration hearings as witnesses for the Union and other purposes as may be determined by the Branch Agent. Withdrawals from the account shall be made only by the Branch Agent of the Association or the Branch Agent's designee by initiating a request in writing to the ~~System Director~~ General Manager of the Alaska Marine Highway System. Withdrawals for employees using time off the job for Union business shall be at the hourly wage rate of the employee utilizing leave for Union business. Cash withdrawal requests by the Branch Agent must be

approved by the ~~System Director~~General Manager of the Alaska Marine Highway System, subject to the limitations stated above. All personal leave transferred to the UBLB is final and not recoverable for recredit to the individual donor's leave account. Use of the account for leave payment will not be duplicated if an employee is in a pay status with the Employer.

(B) The Employer shall pay into the Union Business Leave Bank (UBLB) fifty dollars (\$50.00) per month for each Engineer Officer and Port Engineer—Alternatively, a salary reduction of fifty-dollars (\$50.00) per month will take effect at the direction of the Union. The Employer shall remit to the Union on a monthly basis all such monies allocated to the UBLB, beginning on July 1, 2000.

(C) Any employee, at the employee's option, may transfer leave in increments of full days [twelve (12)] only to the bank. Donations, under this section [23.07 (c)], may be made at any time during the duration of the Agreement with no maximum limit of the number of increments of full days except that an employee may not transfer more increments of personal leave than are posted on the employee's personal leave balance at the time of authorization. The employee's leave balance will then be reduced by the hours of leave transferred after the conversion to dollars to the bank.

(D) The purposes listed in section (a) of this rule shall first be met through use of the UBLB. Should there be insufficient money available in the UBLB, the employee(s) shall then exhaust all their personal leave prior to applying for leave without pay for purposes of Union Business.

(E) The release of employees for Union business leave shall be handled on the same basis as release from duty for personal leave, except that such release shall not be unreasonably withheld. However, the parties recognize that situations may develop when an employee cannot reasonably be released from work.

23.08 TERMINAL LEAVE.

(A) In case of an Engineer Officer terminating services at any time after the Officer has established eligibility for personal leave, the Engineer shall receive cash payment for whatever personal leave that Engineer has accrued at the point of termination.

(B) The payment authorized by this section is not considered salary or compensation except for purposes of taxation.

23.09 COURT LEAVE.

(A) An Engineer Officer who is called to serve as a juror or is subpoenaed as a witness shall be entitled to court leave provided that he or she would have been working aboard a vessel of the Alaska Marine Highway System. Engineer Officers must notify the personnel section within ten (10) days of receipt of notice and prior to jury service in order to be eligible to use court leave. Court leave shall be in the form of straight-time pay for the hours of work missed due to service as a juror or witness at the pay rate which would be appropriate if the Engineer were on personal leave. To receive pay for court leave, the Engineer Officer must turn over to the Alaska Marine Highway System all monies received from the court as compensation for service as a juror, or any monies received as compensation for service as a witness. Claims for court leave must be supported by written documents such as a subpoena, marshal's statement of attendance and compensation for service, per diem and travel.

(B) Engineer Officers will only receive court leave pay from the AMHS for the actual time that they are physically unable to work because they either have not been excused or have been

selected and physically serve on a jury, or as a witness. In all cases, the individual must present proper documentation in accordance with Rule 23.

In order to assure pay during the time involved with court duty, Engineer Officers should submit a request for personal leave for the affected pay period(s) and accrual balance adjustments will be made when the verification documents are given to the Personnel Office of the AMHS.

(C) Seniority shall accrue while the Engineer Officer is on paid court leave for the time absent from work provided the Engineer Officer was eligible for dispatch based on his or her seniority.

23.10 FAMILY LEAVE Employees shall be entitled to Family Leave pursuant to A.S. 23.10.540.

Family leave shall be charged to Personal Leave. If this is insufficient, family leave will be charged to leave without pay for the period of approved leave.

Family leave taken because of pregnancy and the birth of a child or the placement of a child, other than the employee's stepchild, with the employee for adoption shall be taken in a single block.

RULE 24 HOLIDAYS

24.01 The following holidays shall be recognized holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Seward's Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veterans Day, Thanksgiving and Christmas Day, or other days as may be declared as legal holidays by the Governor of the State of Alaska.

Effective July 1, 1997, Lincoln's Birthday shall be considered a floating holiday. On the day of the holiday, each employee eligible for a holiday in accordance with Rule 24.04 shall have their personal leave account credited with one day of leave.

24.02 All holidays shall be given off with pay to Engineer Officers scheduled to work and if required to work, they shall be paid at the overtime rate.

24.03 All holidays will be paid at the twelve (12) hour rate. Engineer Officers required to work on a holiday on their assigned day off will be paid at the overtime rate for the actual hours worked. Assigned days off include the Engineer Officer's scheduled week off while on sea watches and his or her scheduled two (2) consecutive days off while at a shipyard or tie-up terminal as provided for in Rule 16. A holiday which occurs while the Engineer Officer is on Personal Leave and occurs within what would have been his or her normal work week shall be paid for the day at the straight-time rate and such hours will not be charged to Personal Leave.

24.04 An employee will be credited a holiday for pay purposes when said employee is in pay status within seven (7) days of the holiday, or, if scheduled to work two (2) weeks on and two (2) weeks off, the employee must be in pay status within fourteen (14) days of the holiday. To be an "employee" for this section, he or she must have been hired prior to the holiday and must not have been terminated before the holiday.

24.05 OBSERVANCE OF HOLIDAYS. A designated holiday will normally be observed on the calendar day on which it falls. Crewmembers working in more than one bargaining unit during a workweek in which a holiday falls will only receive holiday pay and/or holiday overtime pay once for each holiday listed in 24.01.

RULE 25
MINIMUM GUARANTEE

25.01

(A) All Regularly Assigned and Vacation Relief Engineer Officers shall receive in wages not less than eighty-four (84) times the employee's basic straight-time rate of hourly pay for the employee's regular assigned position for each two (2) week pay period. The overtime portion of pay for a holiday worked, the holiday pay (twelve [12] straight-time hours) for a holiday which falls on the employee's scheduled time off and Employer authorized hours worked beyond the basic twelve (12) hour straight-time day, are the only three (3) forms of pay not included in calculating the Employer's monetary liability in this Rule.

(B) Those Engineer Officers who work two (2) consecutive weeks will have the eligible hours of work (as in (A) above) combined for the two (2) week assignment in computing a minimum guarantee of one hundred and sixty-eight (168) times their basic straight-time pay. This subsection (25.01) (b) shall not diminish the Vacation Relief Engineers minimum guarantee entitlement of one thousand and ninety-two (1,092) hours every six (6) calendar months.

(C) This Rule does not apply to Temporary Relief Engineers.

25.02 - MINIMUM GUARANTEE.

25.02.01

(A) The normal work period for all Engineer Officers working regular assignments shall be a fourteen (14) day period consisting of eighty-four hours in pay status within a maximum of seven (7) working days and seven (7) consecutive days off.

(B) All Engineer Officers working assignments as part of the crews and all Vacation Relief Engineer Officers shall receive in wages not less than ninety-one (91) times the basic straight-time rate for each two pay period. The overtime portion of pay for a holiday worked, the holiday pay (twelve [12] straight-time hours) for a holiday which falls on the employee's scheduled time off, and Employer authorized hours worked beyond the basic twelve (12) hour straight-time day, are the only three (3) forms of pay not included in calculating the Employer's monetary liability in this Rule.

(C) Those Engineer Officers who work two (2) consecutive weeks will have the eligible hours of work (as in (A) above) combined for the two (2) week assignment in computing a minimum guarantee of one hundred and eighty-two (182) times their basic straight-time pay.

The above shall not apply to Temporary Relief Engineers called in excess of regular "Vacation Relief" Engineers.

The parties recognize that the levelized ninety-one (91) hour minimum guarantee will result from time to time in wage payments greater than or less than the wage payment for actual straight-time hours worked. Overtime, penalty rate, travel pay and premium pay shall normally be paid in the pay period earned. The Employer will audit pay records for each year upon a written request from the Engineer and make necessary adjustments at the applicable rate for straight time hours worked in excess of 2,184 hours per year.

Nothing in the change from a two week "pay period" to a two week "work period" shall be construed to modify or reduce the minimum guarantee set out in Rule 25.

RULE 26 SENIORITY

26.01 Engineer Officers who have completed nine (9) months of continuous service as a Regularly Assigned Engineer and/or a Vacation Relief Engineer shall establish seniority with the Employer and shall be placed on the Licensed Engineer Officers Seniority list commencing with the first day of employment as a Regularly Assigned Engineer or a Vacation Relief Engineer. Engineer Officers who are employed on the same date shall have their seniority determined by the date of registration.

26.02 There shall be two (2) separate seniority lists as follows: A Licensed Engineer Officers' Seniority List to be used in determining layoff, recall and other rights which affect all Engineer Officers and which shall show the seniority date established in 26.01, and a Time In Grade Seniority List which shall show the first date of regular assignment to the rating currently held by the licensed Engineer Officer. In addition this list shall show the accumulated time in grade in other job ratings previously held by the Engineering Officer. This list shall be used to determine lateral transfer rights to open positions, promotions or reductions in grade, and vacation preference.

26.03 The seniority lists shall be posted in a place accessible to those affected. They will be revised in June of each year and shall be open for correction for a period of seventy-five (75) days from the date of posting, upon presentation of proof of error in writing by any Engineer Officer or designated representative. Any seniority date that is not protested within seventy-five (75) days from date of its first appearance on the seniority list(s) will not thereafter be subject to protest, except for correction of typographical error. The Union shall be furnished copies of such seniority lists.

26.04 Engineer Officers may be granted leaves of absence up to six (6) continuous months in any year without loss of seniority. Retention of seniority during a longer leave of absence may be arranged for by agreement between the Employer and the Union. The six (6) month limitation shall not apply to disability cases or to schooling to upgrade in the Maritime Industry. All leaves of absence shall be with the mutual consent of the Employer and the Union. Time involved during each leave of absence shall not be accumulative in regards to total seniority time. Seniority credit held at time of leaving active service will remain static until return to active service. Therefore, leave of absence time shall not be used when computing continuous service for pass, vacation or sick leave benefit.

26.05 In reducing or increasing personnel the Licensed Engineer Officer's Seniority List shall govern. When layoffs become necessary, the last Engineer Officer hired shall be the first laid off. When Engineer Officers are called back to service, the last laid off shall be the first restored to work. When reductions in grade are necessitated, the Time in Grade Seniority Lists shall govern with the least senior Engineer Officer in a particular grade being the first reassigned downward. When an opening in the particular grade subsequently occurs the last reassigned downward shall be the first restored. Transfers between vessels or terminals and travel in exercising seniority retention rights will be at the Engineer Officer's expense and the overtime pay rules will not apply.

26.06 All Engineer Officers, other than those assigned to Vacation Relief and Temporary Reliefs, shall have a regularly assigned vessel and position. Vacation Reliefs shall be regularly assigned in the rating currently held. Engineer Officers in excess of those required will be assigned as Temporary Reliefs.

26.07

(A) When a Regularly Assigned Position becomes vacant it shall be posted onboard each vessel and at terminals within fifteen (15) work days for a period of thirty (30) calendar days, seventy-five (75) days if vessel is in lay-up status. No bid shall be accepted after the closing of bids at the end of that thirtieth (30th) day. Relief personnel may be assigned to fill vacancies during the posting period.

~~(B)~~ (B) The position will first be offered to those Engineer Officers on the Time in Grade List for the same rating who have filed bids for transfer to that position on the basis of their seniority on that list. The position left vacant after all lateral transfers have been exhausted shall be filled by promotion from among those Engineer Officers who have entered a bid for such promotion on the basis of their seniority on the next lower Time in Grade Seniority List. The ultimate vacant position shall be filled in accordance with Rule 3, within ~~30~~ fifteen (15) work days of closing the bids.

(CG) In the event that the Employer believes any Engineer Officer to be unacceptable for a position for which the Engineer Officer has submitted a bid or the Employer is exercising its right in Rule 26.08, the Employer may reject such Engineer Officer's bid and the Employer will promptly notify both the Union and the Engineer Officer involved (in writing) of the rejection, and of each and every reason relied upon by the Employer in rejecting the bid if requested by the Engineer Officer. Any Engineer Officer (except applicants for Chief and First Assistant vacancies) whose bid is so rejected shall have the absolute right to protest such rejection under the provisions of this Agreement relating to disputes, and in the event that the rejection is finally determined to have been without sufficient cause, such Engineer Officer shall immediately be accepted for the position for which he or she was rejected, and reimbursed for any salary that may have been lost due to such rejection.

26.08 The Employer agrees to establish a procedure whereby Engineer Officers will be given the opportunity to bid for transfers as well as promotion. However, nothing in this Rule shall be construed to deny the Employer's right to assign Engineer Officers to certain vessels or routes for legitimate business or managerial purposes. However, the System Director or designee, shall make every effort to assign personnel with regard to their preference of change port and working schedule.

~~Chief Engineer and First Assistant Engineer selection shall be based on recommendations from the Senior Port Engineer and the Chief Engineers on board the vessel the vacancy exists. All recommendations shall be considered in making this decision.~~

Whenever a First Assistant Engineer position becomes vacant, those Engineer Officers on the Time and Grade Seniority List, who are qualified and competent shall be afforded the opportunity to transfer. The Port Engineer shall consult the Chief Engineer of the vessel before selecting a Deck Officer to fill the First Assistant Engineer position. In determining assignments in accordance with this Rule, First Assistant Engineer seniority, as determined by the Time and Grade Seniority List shall be given full consideration. If a Engineering Officer is denied a transfer, the Deck Officer may file a grievance under Rule 14.

In the case of a promotion to any First Assistant Engineer position, the position shall be filled by written request in accordance with Rule 26.07.

When a Chief Engineer's position becomes vacant, those persons on the Time and Grade Seniority list, and are qualified and competent, shall be afforded the opportunity to transfer. In determining assignments in accordance with this rule, Chief Engineer seniority, as determined by the time and grade seniority list, shall be given full consideration. If an Engineer Officer is denied a transfer, the Engineer Officer may file a grievance under the Rule 14.

In the case of a promotion to a Chief Engineer's position, those applying for the job shall apply on a form supplied by the Employer specific to the Chief's position.

Applicants whether by transfer or promotion, shall be reviewed by a Union Peer Review Committee consisting of 3 members designated by the Union. The Committee shall rank the candidates and provide the list to the Employer. The Employer shall select the Chief Engineer considering the Board's list.

If the Committee disagrees with the Employer's selection the Union may contest the decision. If the Union contests the decision the dispute will be submitted to an arbitrator. The arbitrator's decision shall be limited to considering whether the Employer acted in an arbitrary, capricious or discriminatory manner. The arbitrator shall not substitute his/her judgment for that of the Employer. The arbitrator, if he/she finds against the Employer, shall be limited to ordering a new selection process.

26.09 Whenever an Engineer Officer who has established seniority with the Employer is transferred from a vessel to a management position or is elected or appointed to a full-time Union position, he or she shall continue to accrue seniority.

26.10 If an Engineer Officer resigns, or is dismissed for cause, exhausts entitlements under family and Medical Leave or Alaska Family Leave or is unemployed with the System for a period of six (6) months since completion of an assignment, excluding sick leave other authorized leave of absence, all seniority benefits will cease. If reemployed, the Engineer Officer will be considered as a new hire and must begin again to establish seniority.

RULE 27
HEALTH AND WELFARE

27.01 Health Insurance

The Employer shall provide a group health plan covering licensed Engineer Officers, their spouses and dependents. Such a plan shall maintain the level of coverage in effect for this bargaining unit on the date of signing this Agreement, until such time as changes are made in the level of benefits for the Health Insurance Plan provided by the Employer pursuant to AS 39.30.090.

Effective July 1, ~~2008-2011~~ the Employer contribution to the health insurance plan shall be ~~eight hundred and sixty-seven dollars~~ one thousand two hundred and fifty dollars (\$1250) per month per eligible employee.

- A. Effective July 1, for each year of this Agreement, the Employer health insurance contribution will increase by an amount of money not exceeding that necessary to maintain comparable coverage under the current Select Benefits Default/Economy Plan.
- B. Eligible employees shall pay by payroll deduction any difference between the employer contribution and the total premium required to provide the health care coverage for the employee, spouse and dependents.

The parties acknowledge that discrepancies between employee eligibility and corresponding contributions will frequently arise and may exist in any month. The parties will exercise all due diligence in reconciling contributions and eligibility on a monthly basis, including adjustments of overpayments and underpayments as may be necessary.

27.02 (A) deleted

27.03 The Employer shall continue to insure the life of every employee in the principal amount of two thousand dollars (\$2,000.00)/five thousand dollars (\$5,000.00) AD&D.

27.04 (A) In lieu of 27.01 through 27.03, for each day worked by a Temporary Relief Engineer except those for whom the Employer is otherwise providing a similar health plan, the Employer will pay a maximum of ~~thirty-one dollars (\$31.00) per day, effective January 1, 2004, forty dollars (\$40.00) per day effective January 1, 2005, forty-one dollars and fifty cents (\$41.50) per day effective January 1, 2006, and forty-three dollars (\$43.00) per day effective January 1, 2007-~~to the plan designated by the MEBA.

(B) The Employer's sole obligation will be to transmit the monies required to the designated plan.

27.05

(A)Effective July 1, 2000, Engineers who retired with not less than five (5) years service from the Alaska Marine Highway System after July 1, 1983, their spouses and dependants who are provided Major Medical insurance shall be provided a self pay option for Dental, Vision and Audio coverage. All premiums will be collected by MEBA and forwarded to the Division of Retirement and Benefits on an annual basis. Information regarding coverage levels and claims submission procedures shall be provided to MEBA in a timely manner by the Division of Retirement and Benefits, Department of Administration. A one time four week open enrollment period will be provided effective July 1, 2000. MEBA agrees to enroll retirees in the DVA plan

and provide eligibility information. MEBA agrees to notify the Division of Retirement and Benefits of any change in retiree status. MEBA and the covered retirees agree to comply with all provisions of the plan.

(B) MEBA members who are eligible for regular retirement under the MEBA Pension Trust, but who elect a lump sum payment rather than a monthly annuity shall be provided coverage as described above provided:

1. Retirees keep the State of Alaska, Division of Retirement and Benefits informed of their physical and mailing address and,
2. MEBA certifies to the State of Alaska Division of Retirement and Benefits that employees receiving a lump sum payment in lieu of regular monthly payments are eligible to retire under the MEBA Pension Trust.

RULE 28 PENSIONS

28.01 The Employer agrees that it shall remain a participant in the MEBA Pension Plan, and shall so remain throughout the life of the Agreement. To accomplish this the Employer shall make the contributions set forth herein to said Plan for all engineer Officers who may be in the services of the Employer.

28.02 The employer contributions to said Plan of six dollars and fifty cents (\$6.50) per day shall be made for each full-time Engineer Officer assigned to the Southeast system for two hundred and forty (240) days per year. A full-time Southeast Engineer Officer is one who is in pay status for two thousand and eighty (2,080) straight-time hours per calendar year. In the event that an Engineer works in both Systems (Southeast and Southwest) during one calendar year, the pension credit shall be reported based on the system in which the Engineer worked their majority of time for that year. Contributions for all other Engineer Officers to said Plan shall be made on the basis of one (1) day's contribution (six dollars and fifty cents[\$6.50]) for each day in pay status.

Contributions as in this Section shall be transmitted to the MEBA "Plans" office to be allocated by the Union.

28.03 Employer contributions to the money purchase benefit shall be eighteen dollars and fifty cents (\$18.50) per day for two hundred and eighty (280) days per calendar year for full-time Southeast System Engineer Officers and on the basis of one (1) day's contribution (eighteen dollars and fifty cents [\$18.50]) for each day in a pay status for all other Engineer Officers.

28.04 At the Union's direction, the Employer's obligation to pay into the MPB Account for each Engineer Officer and Port Engineer will be reduced by Fifty Dollars (\$50.00) per month and such monies shall be used to fund the UBLB payment under Rule 23.07(B).

28.05

(A) Pay types reported for pension wage calculation purposes are Regular time, personal leave, SE "A" days, business leave, holiday pay, court leave, minimum guarantee, late arrival military duty leave, miscellaneous regular pay, sick leave bank, travel pay, unearned wages and COLD. Effective January 1, 2000 the following pay types will be included and reported for pension calculation purposes; non watch, lead chief, penalty pay, and early call back pay. This applies to members who are actively employed on the date of ratification. Effective January 1, 2005 the straight time portion of overtime while in the yard will be reported for pension wage calculation purposes.

The Union will be responsible for resolving any disputes with the Plan Trustees regarding this section. Effective July 1, 2000.

(B) Pension calculations for the defined benefit portion of the plan shall be based on 110% of the base wages for all services under this agreement as a Licensed Engineer.

(C) The minimum monthly pension benefit (payable in the form of a single life annuity) shall be increased to eight hundred dollars (\$800.00) for all retirees (present and future) who have at least twenty (20) years of pension credit.

(D) The 55-year minimum retirement age under the MEBA Pension Trust Regulations is rescinded.

(E) The changes set forth in B, C, and D above are conditioned on the amendment of the MEBA pension Trust Regulations to implement such changes. The Employer has no responsibility under this Rule for the adoption of any such amendment and no liability if the regulations are not so amended. The Union will be responsible for resolving any disputes with the Plan Trustees regarding this section. This section (28.05) is not subject to grievance, and shall not cause the employer contribution to change and is included for information purposes only.

**RULE 29
SICK LEAVE**

29.01 TRANSFER OF ACCRUED SICK LEAVE

(A)

1) Bargaining Unit Sick Leave Bank. Sixty (60) percent of the dollar value of each Engineer Officer's accrued sick leave balance will be transferred to a bargaining unit wide sick leave bank which will be maintained by the Employer and administered by the MEBA. For purposes of this subsection "administered by the MEBA" shall mean the Union approves or disapproves payment from the sick leave bank for work missed by an Engineer Officer due to illness or injury. The Employer retains the right to determine if such absences are authorized or unauthorized according to its absentee control policy. This leave account may be used when any member is scheduled for work but is incapacitated due to an illness or injury. The MEBA will administer the sick leave account in prudent and responsible manner until exhaustion, but in no event will the Employer be obligated to pay out more than seventy-five thousand dollars (\$75,000.00) in any six (6) month periods (January to June/July to December) under this Rule. In the event of the death of an Engineer Officer prior to retirement, and provided the BUSLB has sufficient funds to pay, the MEBA shall submit to the Employer a sick leave request equal to 60 percent of that Engineer Officer's original (as is July 1, 1989) sick leave balance less any sick leave used from the BUSLB by the officer after July 1, 1989, which was converted to personnel leave for payment to the Engineer Officer's beneficiary. Employees who cannot report to work because of an illness or injury, shall be individually responsible to apply to the MEBA for sick leave compensation. Such absences are subject to Employer verification.

(2) Personal Leave Account. Forty (40) percent of the dollar value of each Engineer Officer's accrued sick leave balance will be transferred to the individual's annual leave account, the 10 percent deduction made per Rule 23.01 and thereafter shall be called PERSONAL LEAVE.

(B) When a doctor's certification is requested by the Employer it must be presented prior to the Engineer's return to work or the absence will be regarded as unauthorized, unexcusable and subject to disciplinary action. The doctor's certification is to cover the period from the date the Engineer Officer became incapacitated until the date the Engineer Officer became fit for duty disregarding the Engineer's scheduled crew change date.

RULE 30
STANDARD DRESS

30.01 All Licensed Engineer Officers will be required to wear white or blue coveralls or clean starched and pressed khaki or black pants at all times while on duty and, the Employer will pay a cash allowance of four hundred dollars (\$400.00) per annum to each Engineer Officer.

30.02 The above per annum payment will be increased to six hundred (\$600.00) if the Engineer Officer elects to wear the usual navy blue uniform while off duty aboard ship.

**RULE 31
RESTRICTIONS**

31.01 It is understood that the Agreement at all times shall be applied subject to federal laws, State laws, and Executive Orders to the extent that these affect the Engineer Officers.

RULE 32 PASS PRIVILEGES

32.01 Engineer Officers with two (2) years of company seniority as per Rule 26.01 and MEBA Officials engaged in business, will be issued annual passes upon request for the Engineer Officer and his or her spouse, subject to the following:

(A) The Engineer Officer, Officer's dependents and personally-owned vehicle shall be authorized free transportation on a space-available basis only. Dependent children shall be eligible for pass privileges to age nineteen (19) years old or as a full-time student at an accredited university. See Rule 32.07 (A) for vehicle specification.

(B) The Engineer Officer's vehicle shall not travel on a pass while the Officer is on duty unless the vehicle is accompanying the Officer's dependent(s).

(C) Only two (2) personally-owned vehicle(s) may be listed and travel on an annual pass, unless otherwise authorized by the System Director, Alaska Marine Highway System.

(D) No pass shall be used for transporting goods for resale or for any purpose other than personal use.

(E) There shall be no excessive transport of a pass-listed vehicle nor joyriding by the dependents or the Officer. Any contention or confirmation of a violation of this Rule will be made known to the Union at the earliest possible time. Should the Union fail to resolve the matter immediately, Rule 32.08 shall be initiated by the Employer.

(F) If an employee brings a vehicle other than a standard car or truck the employee will pay the difference between the standard car or truck price and the price of the larger vehicle.

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

32.03 Engineer Officers who retire from the Alaska Marine Highway System and are receiving a PERS or MEBA pension shall receive an annual pass for themselves, their spouse, dependents under nineteen (19) years of age, and for their personally-owned vehicle. Dependents of deceased Engineer Officers (whether retired or current) will continue to be eligible for pass privileges. A retired employee's vehicle must be registered and licensed appropriately.

32.04 All Engineer Officers who have established seniority with the Employer will be entitled to trip pass privileges.

32.05 If the date of travel on an approved pass does not correspond with the actual date of travel, the Engineer Officer and/or dependents involved must attempt to secure proper approval from the Juneau Headquarters Office. In emergency situations, if time precludes such approval before vessel departure, the Vessel Master can make a determination on pass validity or nonvalidity.

32.06 Open date and/or multiple date time frames for date of travel may be used at the discretion of the Juneau Headquarters issuing officer on an individual basis when authorizing trip passes.

32.07 PERSONALLY-OWNED VEHICLE

(A) An Engineer Officer's personally-owned vehicle is defined as: a standard car or truck used as a daily or personal conveyance by the Officer, and any non commercial vehicle less than twenty three (23) feet in length. The vehicle must be registered in the Officer's name or an affidavit signed to the effect it will be registered in the Officer's name upon arrival in Alaska and that the vehicle is for the Officer's personal use and not intended for resale within a period of one year. Only two (2) personally-owned vehicle(s) may be listed on an annual pass. To have personally-owned vehicles shown on an annual pass they must be registered and licensed by the State of Alaska in accordance with State statutes.

(B) The System Director, Alaska Marine Highway System, will consider timely written requests for waiver of the provisions of Rule 32 on a case by case basis.

(C) At no time will an employee's vehicle be allowed to travel on pass if loss of revenue results.

(D) A vehicle and trailer may be transported on a trip pass subject to the following restrictions:

1. Vehicle and trailer length will be determined as the connected length overall. The trailer must be towed by the vehicle listed on the employee's annual pass and shall not be allowed to be transported unaccompanied. First twenty three (23) feet will be allowed as free passage, any length over 23 feet will be based on current fare tariff in place for difference between the overall length and twenty three (23) feet of total connected length of trailer.
2. The fee charged does not provide confirmed reservations and transportation is still on a space available basis.
3. If trailer is transported in accordance with this rule the trailer must be licensed for highway use.

32.08 Unauthorized use of or abuse of the pass privilege shall be cause for revocation of the Engineer Officer's pass and possible disciplinary action. Effective July 1, 2011, Rule 32 shall not apply to Engineer Officers terminated from State employment for cause.

RULE 33
MANAGEMENT CLAUSE AND UNION RIGHTS

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

33.02 The Employer will not engage in activities, or assist or encourage Engineers not members of the Association in activities calculated to undermine the status of the union as the sole collective bargaining representative. The Employer will not attempt to influence or persuade any member of the Union to withdraw therefrom or to influence any Engineer Officer not to join. The Employer will not in any way attempt to interfere with the internal affairs of the Union.

RULE 34 DISCIPLINE

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

34.02 Certain offenses shall be grounds for immediate discharge including but not limited to: drinking alcoholic beverages or illegal use of drugs on board during the Engineer's workweek, reporting to work under the influence, theft or willful destruction of State property, insubordination; dishonesty; physical misconduct; accessing or viewing pornography work or on a State computer; excessive absenteeism; falsifying records; leaving the vessel without being properly relieved or without permission of their department head.

34.03 Nothing in this Agreement shall prevent the employer from discharging any Engineer Officer who is not satisfactory to it, but any dispute arising therefrom shall be settled in accordance with Rule 14.

34.04 All licensed Engineer Officers will be required to be tested for illegal substance use prior to hiring, on reasonable suspicion, after a serious marine incident, and randomly on a periodic basis. If an employee tests positive, he or she will be suspended from duty without pay or benefits pending an investigation and will be subject to discipline up to and including dismissal. If the USCG revokes an employee's documents, the employee will be terminated.

The Employer will accept for hire through the Union's Hiring Hall a former employee discharged for a positive drug test who has completed a drug rehab program and regains USCG documents.

RULE 35
CONDITIONS NOT SPECIFICALLY COVERED

35.01 In the event additional vessels owned or chartered by the State are added to the fleet, or operating conditions or service requirements arise due to length of voyage or other reasons not specifically covered by Agreement, the parties agree to negotiate immediately on those mandatory subjects of bargaining as required in the Public Employment Relations Act for the purpose of arriving at a mutually satisfactory supplement covering such operations.

RULE 36
SAVING AND SEPARABILITY

36.01 If any rule of this Agreement or any addendum's thereto should be held invalid by operation of law or by any tribunal or body of competent jurisdiction, or if compliance with or enforcement of any Rule should be restrained by such body or tribunal, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a replacement of such Rule.

RULE 37 EDUCATION

37.01 The Employer shall continue to participate in the MEBA Training Plan. For this purpose the Employer shall agree to pay to the MEBA Training Plan ~~three-four~~ dollars (\$~~43.00~~) per day per man effective July 1, ~~2009~~2011, for each Engineer Officer employed with Alaska Marine Highway System. Effective July 1, 2012, the Employer shall agree to pay to the MEBA Training Plan five dollars (\$5.00) per day per man, for each Engineer Officer employed with Alaska Marine Highway System. Effective July 1, 2013, the Employer shall agree to pay to the MEBA Training Plan six dollars (\$6.00) per day per man, for each Engineer Officer employed with Alaska Marine Highway System. In the event the contract is further extended pursuant to Rule 39 herein, it is agreed that the MEBA Training Plan shall continue in force and effect for twelve (12) months past the expiration date of the contract. Upon request the Union shall provide a listing of AMHS engineers that have attended training at the Calhoun School specifying what classes they have taken.

37.02

(A) Employees undergoing employer approved, instructor facilitated training will receive travel allowances in accordance with Rule 11 and will be provided transportation in cash or in kind. "Employer approved training" for the purpose of this rule shall be a written, employee specific travel and training authorization.

(B) Employees residing within fifty (50) road miles of the training site will not be entitled to travel or transportation under this rule.

(C) Employees will be paid for actual training time not to exceed 8.4 hours per day. Regularly Assigned Employees will be paid at the straight time rate of their bid job and all others will be paid at the rate of their last assignment.

(D) Employees may be reimbursed for tuition for other than employer-approved training at the employer discretion.

RULE 38
JOINT EMPLOYMENT COMMITTEE

38.01 The Employer shall continue to participate in the Joint Employment Committee. For this purpose the Employer shall continue to pay to the Joint Employment Committee ~~one-two~~ dollars (\$24.00) per man per day for each Engineer Officer employed with the Alaska Marine Highway System. In the event the contract is further extended pursuant to Rule 39 herein, it is agreed that the Joint Employment Committee shall continue in force and effect for twelve (12) months past the expiration date of the contract.

RULE 39
TERM OF AGREEMENT

39.01 This Agreement shall be negotiated in good faith by both parties and shall be ratified by majority of the Union membership in the AMHS . An elected official of the Union will sign the final agreement, once the balloting is complete and the addendum is approved. Once signed, the Agreement shall become effective July 1, ~~2008-2011~~ and shall remain in effect through June 30, ~~2014~~ and shall be considered as renewed from year-to-year thereafter between the parties unless either party gives written notice of its desire to amend or terminate same during the period from February 1, ~~2014-2014~~ to April 1, ~~2014~~2014.

39.02 The parties, having negotiated in good faith, recognize that the monetary terms of this Agreement are subject to legislative appropriation in accordance with AS 23.40.215. If the legislation submitted to obtain the necessary funding is not passed by the end of the legislature session in which submitted, or if such legislation is rejected by the legislature, the parties shall immediately re-enter negotiations. In the event such negotiations are at an impasse, then the no-strike, no-lockout provisions of this Agreement are waived in accordance with AS 23.40.200.

39.03 New, substantively different provisions of this Agreement will take effect on the date of signing of this Agreement, unless another effective date is specifically provided herein.

LETTER OF AGREEMENT
between the
STATE OF ALASKA
and the
MARINE ENGINEERS' BENEFICIAL ASSOCIATION

Re: Port Lions, Chenega Bay, Tatitlek

12-BB-_____

It is hereby understood and agreed between the parties that the following is intended to supplement the Agreement entered into between the State of Alaska and the Marine Engineers Beneficial Association (MEBA), to cover issues unique to providing service to Port Lions, Chenega Bay, and Tatitlek. Unless specifically superseded by an item on this letter of agreement, it is agreed that the following provisions supplement the Master Agreement.

The State of Alaska shall have the ability to contract for passenger and vehicle service from and to the port of Port Lions without regard to MEBA jurisdiction.

The State of Alaska shall have the ability to contract for passenger and vehicle service from and to the port of Chenega Bay without regard to MEBA jurisdiction.

The State of Alaska shall have the ability to contract for passenger and vehicle service from and to the port of Tatitlek without regard to MEBA jurisdiction.

This agreement shall be effective upon signing and shall be coterminous with the 2011-2014 agreement.

This agreement is entered into solely to address the specific circumstance of this particular situation. It does not establish any practice or precedent between the parties. This agreement shall not be referred to in any other dispute, grievance, arbitration, hearing or any other forum, except as may be necessary for the execution of its terms.

FOR THE STATE OF ALASKA:

FOR THE UNION:

Nicki Neal
Director of Personnel and Labor Relations

Ben Goldrich
MEBA Alaska Representative

Date

Date

LETTER OF AGREEMENT
between the
MARINE ENGINEERS' BENEFICIAL ASSOCIATION (MEBA)
and the
STATE OF ALASKA

Re: Second and Third Assistant Engineer Training

11-BB-155

The parties agree that the following terms will apply to Second and Third Assistant Engineers employed by the AMHS from July 1, 2011 to June 30, 2014.

Second and Third Assistant Engineers will be permitted to attend one of the following courses at the Calhoon Engineering School.

- Upgrading Engineer
- Instrumentation
- Industrial Electronics
- Diesel Engineering
- Refrigeration or Container Refrigeration
- Machine Shop
- Welding

Twenty weeks of training (5 days, 8.4 hours/day) will be made available for this group of engineer officers only. Engineers must obtain the approval of the Engineering Manager or designee prior to attending the course. Engineer officers attending training will be in pay status (minimum of 5 days per course) while attending the pre-approved training. When the twenty weeks of training have been expended any additional training approvals are at the sole discretion of the AMHS.

FOR THE STATE OF ALASKA:

FOR THE MEBA:

Nicki Neal, Director
Division of Personnel
& Labor Relations

Ben Goldrich,
MEBA Juneau Representative

Date

Date



Official Business

Alaska State Legislature

House of Representatives


Office of the Chief Clerk

State Capitol, Room 202
Juneau, AK 99801-1182
Phone: (907) 465-3725
Fax: (907) 465-5334

MEMORANDUM

Date: April 14, 2011

To: Representative Stoltze, Co-chair
Representative Thomas, Co-chair
Finance Committee

From: Suzi Lowell 
Chief Clerk

Subject: Monetary Terms of Agreement between the State and PSEA

The attached monetary terms of agreement between the State and the Public Safety Employees Association, representing the Public Safety Officers Bargaining Unit, was referred to the Finance Committee during floor session today.

Attachment

STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

BECKY HULTBERG, COMMISSIONER

SEAN PARNELL, GOVERNOR

*P.O. BOX 110200
JUNEAU, ALASKA 99811-0200*

*PHONE: (907) 465-2200
FAX: (907) 465-2135*

April 13, 2011

The Honorable Mike Chenault
Speaker of the House
Alaska State Capitol
Juneau, Alaska 99801-1182

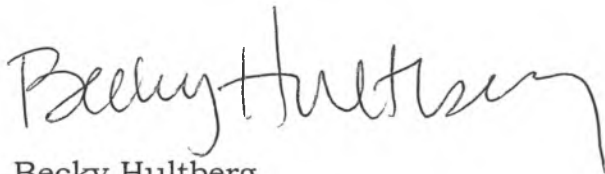
Dear Speaker Chenault:

I am required by the Public Employment Relations Act (AS 23.40.070-260) to report the monetary terms of any agreement reached with an employee organization. By copy of my memorandum to Karen Rehfeld, Director of the Office of Management and Budget (enclosed), please accept my report of the monetary terms of the collective bargaining agreement reached between the State and the Public Safety Employees Association, representing the Public Safety Officers Bargaining Unit. Also enclosed is a copy of the collective bargaining agreement.

The monetary terms of this agreement must be submitted to the Legislature for approval pursuant to AS 23.40.215. I respectfully request that the Legislature approve the monetary terms of this agreement pursuant to AS 23.40.215(b), subject to ratification by a majority of union members.

If I can answer any questions or provide additional information please call.

Sincerely,



Becky Hultberg

Enclosure

cc: Karen Rehfeld, Director of the Office of Management and Budget

STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

BECKY HULTBERG, COMMISSIONER

SEAN PARNELL, GOVERNOR

P.O. BOX 110200
JUNEAU, ALASKA 99811-0200
PHONE: (907) 465-2200
FAX: (907) 465-2135

Memorandum

To: Karen Rehfeld, Director
Office of Management and Budget
Office of the Governor

Date: April 9, 2011

From: Becky Hultberg 

Phone: 465-2200

Subject: Monetary terms of the July 1, 2011 to June 30, 2014 Collective Bargaining Agreement between the State and the Public Safety Employees Association representing the Public Safety Officers Bargaining Unit (REVISED).

The Administration has concluded negotiations with the Public Safety Employees Association/AFSCME Local 803 representing the Public Safety Officers Bargaining Unit. The agreement is pending ratification by bargaining unit members. If approved by the Legislature and ratified by members, the monetary terms of this agreement will become effective July 1, 2011 and remain in effect through June 30, 2014.

I. Terms Requiring Appropriation.

Current Legislative Session

Effective July 1, 2011, the Employer's health insurance contribution will increase by an amount of money not exceeding that necessary to maintain the Select Benefits Default/Economy Plan. This amounts to an increase of \$162.00 per month, per member.

Effective July 1, 2011, the wage schedule in effect on June 30, 2011 will increase by 2%.

Effective July 1, 2011, the wage schedule in effect on June 30, 2011 will be adjusted to reflect geographic differentials as set out in the attached spreadsheet.

Effective July 1, 2011, PSEA members electing to extend their rural duty beyond their transfer eligibility in Cantwell, Delta Junction, Glenallen, Haines, Healy, Nenana, Northway, Talkeetna, or Tok will receive \$3,000 at the completion of each additional year that they elect to remain at that post.

Effective July 1, 2011, all members assigned to perform investigator duties who met the criteria to be paid at Range 77 prior to July 1, 2008 will be placed at a step that reflects the step they would have earned if their initial step placement had occurred in accordance with current contract language regarding step placement.

Future Legislative Sessions

Effective July 1, 2012, the Employer's health insurance contribution will increase by an amount of money not exceeding that necessary to maintain the Select Benefits Default/Economy Plan.

Effective July 1, 2012, the wage schedule in effect on June 30, 2012 will increase by 2%.

Effective July 1, 2013, the Employer's health insurance contribution will increase by an amount of money not exceeding that necessary to maintain the Select Benefits Default/Economy Plan.

Effective July 1, 2013, the wage schedule in effect on June 30, 2013 will increase by 1%.

II. Change in State Revenues.

Effective July 1, 2011, the base figure used to calculate rent for those members who live in State-owned or State-controlled housing will be increased. For a three-bedroom unit, the figure will increase from \$1,069.50 to \$1,210.

Effective July 1, 2011, the utility charge for those members who live in State-owned or State-controlled housing will be increased from \$200 per month, per member for all units to \$250 per month, per member for all units.

Effective July 1, 2012, the base figure used to calculate rent for those members who live in State-owned or State-controlled housing will be increased. For a three-bedroom unit, the figure will increase from \$1,210 to \$1,351.

Effective July 1, 2013, the base figure used to calculate rent for those members who live in State-owned or State-controlled housing will be increased. For a three-bedroom unit, the figure will increase from \$1,351 to \$1,492.

III. Change in Productive Work Hours.

No term of this agreement would result in a change in productive work hours for state employees.

IV. Terms Addressing Employee Compensation Not Requiring an Appropriation.

Effective July 1, 2011, except as specifically provided otherwise in the agreement, travel, per diem, and moving will be administered in accordance with the provisions of the Alaska Administrative Manual in effect on the date of travel.

Effective July 1, 2011, members electing to extend their rural duty beyond their transfer eligibility in Aniak, Barrow, Bethel, Cold Bay, Cold Foot, Dillingham, Dutch Harbor, Emmonak, Fort Yukon, Galena, Iliamna, Point Alsworth, King Salmon, Kotzebue, McGrath, Nome, Saint Mary's, Sand Point, and Unalakleet will be paid \$3,000 at the completion of each additional year that they elect to remain at that post. This represents a decrease of \$2,000 per year for these locations.

Effective July 1, 2011 a member may receive rural duty extension incentive pay for a maximum of 5 years at any one location.

This report of monetary terms is consistent with the requirements of the Public Employment Relations Act. Please forward these monetary terms to the Legislature in accordance with AS 23.40.215.

Cc: Commissioner Joseph Masters
Department of Public Safety

Commissioner Marc Luiken
Department of Transportation and Public Facilities

Dan Spencer, Administrative Services Director
Department of Public Safety

Laura Baker, Administrative Services Director

Department of Transportation and Public Facilities

Kim Garner, Director
Division of Finance

Nicki Neal, Director
Division of Personnel and Labor Relations

Duty Station	Percentage Above Basic Pay Plan for Fiscal Year 2012	Percentage Above Basic Pay Plan for Fiscal Year 2013	Percentage Above Basic Pay Plan for Fiscal Year 2014
Anchor Point	0%	0%	0%
Anchorage	0%	0%	0%
Anchorage Intl. Airport	0%	0%	0%
Aniak	40%	50%	50%
Anvik	40%	50%	50%
Auke Bay	2%	5%	5%
Barrow	46%	50%	50%
Bethel	44%	50%	50%
Camp Carroll	0%	0%	0%
*Cantwell	15%	15%	15%
Chena River	3%	3%	3%
Chignik	39%	50%	50%
Chitina	0%	0%	0%
Cold Bay	39%	50%	50%
Coldfoot Camp	32%	37%	37%
Cordova	11%	11%	11%
Craig	0%	0%	0%
Deadhorse	46%	50%	50%
*Delta Junction	15%	15%	15%
Denali	0%	0%	0%
Dillingham	32%	37%	37%
Douglas	2%	5%	5%
Dutch Harbor	44%	60%	60%
Eagle	0%	0%	0%
Eagle River	0%	0%	0%
Eielson AFB	3%	3%	3%
Elfin Cove	0%	0%	0%
Elmendorf AFB	0%	0%	0%
Emmonak	40%	50%	50%
Fairbanks	3%	3%	3%
Finger Lake	0%	0%	0%
Fort Richardson	0%	0%	0%
Fort Wainwright	3%	3%	3%
Fort Yukon	37%	37%	37%
Galena	34%	37%	37%
Girdwood	0%	0%	0%
*Glennallen	11.25%	11.25%	11.25%
Gustavus	0%	0%	0%
*Haines	7.5%	7.5%	7.5%

Harding Lake	3%	3%	3%
*Healy	15%	15%	15%
Homer	0%	0%	0%
*Hoonah	7.5%	7.5%	7.5%
Iliamna	40%	50%	50%
Juneau	2%	5%	5%
Kenai	0%	0%	0%
*Ketchikan	7.5%	7.5%	7.5%
King Cove	39%	50%	50%
King Salmon	39%	50%	50%
*Klawock	11.25%	11.25%	11.25%
Kodiak	11%	11%	11%
Kotzebue	51%	60%	60%
Kulis ANG Base	0%	0%	0%
Mackenzie Point	0%	0%	0%
Matanuska	0%	0%	0%
McGrath	34%	37%	37%
Mount Edgecumbe	5%	5%	5%
Nancy	0%	0%	0%
*Nenana	3.75%	3.75%	3.75%
Ninilchik	0%	0%	0%
Nome	37%	37%	37%
*Northway	18.75%	18.75%	18.75%
Palmer	0%	0%	0%
Pelican	0%	0%	0%
*Petersburg	7.5%	7.5%	7.5%
Point Alsworth	40%	50%	50%
Port Moller	39%	50%	50%
Saint Marys	40%	50%	50%
Sand Point	39%	50%	50%
Seward	0%	0%	0%
Sitka	5%	5%	5%
Skagway	0%	0%	0%
Soldotna	0%	0%	0%
Sterling	0%	0%	0%
Sutton	0%	0%	0%
*Talkeetna	3.75%	3.75%	3.75%
Tazlina	0%	0%	0%
Tenakee Springs	0%	0%	0%
*Tok	15%	15%	15%
Unalakleet	42%	50%	50%
Unalaska	44%	60%	60%
Valdez	11%	11%	11%
Wasilla	0%	0%	0%

Whittier	0%	0%	0%
Willow	0%	0%	0%
*Wrangell	7.5%	7.5%	7.5%
*Yakutat	7.5%	7.5%	7.5%

* The geographic differential for these locations will be reduced 0% effective June 30, 2014.

Book

PREAMBLE

This Agreement entered into by the State of Alaska and the Public Safety Employees Association; AFSCME Local 803 has as its purpose the promotion of harmonious relations between the Employer and the Association; the promotion of efficiency and economy in service to the citizens of the State; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other terms and conditions of employment.

TA MB 12/17/10

TA
12/17/2010
JKM

ARTICLE 1 - 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. "Association" means the Public Safety Employees Association; AFSCME Local 803 (PSEA).
- b. "Bargaining Unit" in this Agreement means the Public Safety Officers Unit (PSOU), as described in and subject to the provisions of Article 15, Section 1, and consisting of those classifications deemed appropriate by mutual consent or additional classifications deemed appropriate by the Alaska Labor Relations Agency.
- c. "Class Action Grievance" means a grievance in which a member is grieving actions/non-actions of any individual other than his/her immediate supervisor, or one in which the action/non-action of two (2) or more immediate supervisors in separate posts (work locations) are being grieved.

Common class action grievance is one in which two (2) or more members are grieving the same action/non-action of their immediate supervisor and may be entered after Step One is completed.

Association class action grievance is one in which an alleged grievance action/non-action occurs. This may be filed by the Association on behalf of the member and entered at Step Three.

- d. "Class Specification" is a written statement of duties and responsibilities that are characteristic of a class of positions and includes the education, experience, knowledge and ability required

to perform the work of the class of positions. Those duties shall be specifically enumerated.

e. For the purpose of seniority and layoff (Articles 11 and 18 of this Agreement), the following will be considered "job classification series":

1. Court Services Officers

2. Deputy Fire Marshalls I

3. Trooper Recruits, Troopers, Corporals, and Sergeants (Troopers)

4. Airport Police and Fire Officers I – IV (Airport Police and Fire Officers)

f. "Day(s)" as used in this Agreement providing time constraints on the parties means calendar days exclusive of holidays unless otherwise specified herein.

gf. "Employer" means the State of Alaska.

hg. "Holiday" in this Agreement means:

- 1) The first day of January, known as New Year's Day;
- 2) The third Monday in January, known as Martin Luther King, Jr.'s Birthday;
- 3) The third Monday in February, known as President'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 day of July, known as Independence Day;
- 7) The first Monday in September, known as Labor Day;
- 8) The eighteenth~~18th~~ day of October, known as Alaska Day;
- 9) The eleventh day~~11th~~ of November, known as Veterans Day;
- 10) The fourth Thursday in November, known as Thanksgiving Day;

11) The ~~twenty-fifth day~~^{25th} of December, known as Christmas Day;

~~12) The holiday formerly known as Lincoln's Birthday shall be treated as a floating holiday. On February 12 of each year, the member's annual leave account shall be credited with one (1) additional day of leave;~~

12) Every day designated by the Governor of Alaska as a legal holiday for all State employees;

13) Beginning in 2012, one additional day per year shall be treated as a floating holiday and shall be credited to the member's leave account on the first day of the second pay period in July.

jh. For the purpose of seniority and layoff (Articles 11 and 18 of this Agreement), the term "job classification" will mean the job titles that comprise the "job classification series" listed above (e.g. Court Services Officer, Trooper Recruit, Trooper, Sergeant, Airport Police and Fire Officer II, etc.).

"Member" in this Agreement means a person in the State service who is paid a salary or wage and holds probationary or permanent or nonpermanent status working in a job class that has been designated by the Alaska Labor Relations Agency as within the Public Safety Officer's Bargaining Unit.

ki. "Nonpermanent Employee" in this Agreement is as defined in AS 39.25.200.

lj. "Pay Status" in this Agreement encompasses work time and paid leave time.

mk. "Personal Effects" in this Agreement shall include all personal property and possessions.

nl. "Personnel File" in this Agreement means all those documents, reports, written or otherwise recorded evaluations of a person's performance while performing duties on behalf of the Employer, and any other material pertaining to that person that is kept in that file.

om. "Sea duty" in this Agreement means a period longer than twenty-four (24) hours during which a member is living aboard a vessel

(i.e., eating, sleeping, and working) while the vessel is away from its home port. The vessel must provide permanent and reasonable facilities for two or more, including cabin, bunks, stove, cooking facilities, commercial toilet, and fresh water.

- p#. "Shore duty" in this Agreement is that time worked on shore at the member's home port or while his/her vessel is tied up at the member's home port.
- qe. Duty Station, as that term is used in this agreement, is defined as the city, town, or village where a member spends the major portion of his or her working time or the place to which the member returns upon completion of a special assignment. ~~"Travel Status" in this Agreement means that members shall be considered in travel status from the time an authorized trip begins until it ends. For purposes of interpretation, travel status shall begin and end when the member leaves and returns to his/her home if travel begins and ends outside assigned working hours. However, a trip that begins from the member's normal place of work and ends at the member's normal place of work in the same workday shall not be considered as travel status.~~
- rp. "Transfer" in this Agreement means the voluntary or involuntary assignment or reassignment of a member's work location that requires, as reasonably determined by either the department or the member, a change in residence address.

TA
MB
3/31/11

JKM
3/31/2011

ARTICLE 2 - RECOGNITION

Section 1 - General Recognition

The State of Alaska, hereinafter referred to as the Employer, recognizes the Public Safety Employees Association AFSCME Local 803, hereinafter referred to as the Association, as the exclusive representative of all permanent, probationary, and nonpermanent employees in the Bargaining Unit for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment.

Section 2 - Exclusive Representation with the Association

The Employer shall not negotiate or handle grievances with any individual or employee organization other than the Association or its designee with reference to terms and conditions of employment of members in the Bargaining Unit. When individuals or organizations other than the Association, or its designee, request negotiations or handling of grievances, they shall be advised by the Employer to transmit their request to the Association. Similarly, the Association, or its designee, shall advise any individuals or organizations seeking to negotiate or handle grievances that the Association, or its designee, is the exclusive representative of members of the Bargaining Unit and shall be the only agency to approach the Employer on these matters. However, nothing contained herein shall be construed to, in any way, deprive members of rights as provided by law.

Section 3 - Representation of Nonpermanent Employees Recognized

It is recognized that the need exists to hire nonpermanent employees in positions similar in duties and requirements to permanent positions in the bargaining unit. The Employer and Association agree that all determinations concerning the terms and conditions of nonpermanent employment shall be in accordance with the Personnel Rules and Legislative Enactments except as provided for in this Agreement.

- a. All nonpermanent employees shall meet the criteria for nonpermanent employees set out in Alaska Statutes 39.25.150, 39.35.680, 39.25.195, 39.25.197, 39.25.198, 39.25.200.
- b. An individual hired into a class covered by this Agreement as a nonpermanent employee must perform the work of that class and may not be paid less than the entry salary step of the range assigned to the class in which he/she is to work.

- c. Nonpermanent employees are only covered by the holiday, personal leave accrual and uniform and clothing allowance provisions of this Agreement and the Personnel Rules.
- d. Nonpermanent employees who begin a shift and are then sent home during the first (1st) half of the shift shall receive four (4) hours pay or payment for their normal hours of work, whichever is less. Nonpermanent employees who are sent home during the second (2nd) half of a shift shall receive eight (8) hours pay or payment for their normal hours of work, whichever is less.

Section 4 – Association Officials

~~With the exception of layoff procedures and post closures, the State agrees members of PSEA's Department of Public Safety Chapter (DPS) Executive Board are not subject to involuntary transfer during the term of their respective office. The specific titles of the DPS Executive Board are: President, North Vice President, Western Vice President, Southcentral Vice President, Southeastern Vice President and Secretary/Treasurer. The Association is obligated to notify the State of the names of all individuals occupying offices on the Corporation Board and expiration date of present term.~~

Section 45 – Union Representatives and Board Members

A. ~~PSEA will provide a list of Union Representatives and Board Members to the Director of Personnel & Labor Relations quarterly twice per year. PSEA will also provide to the Director of Personnel & Labor Relations a current and up-to-date list that identifies the individuals who occupy offices on PSEA's Executive Board, the offices occupied by these individuals, and the expiration date of their respective terms of office.~~ The Employer will only recognize an employee as a Union Representative or a Board Member if PSEA has informed the Employer, in writing, of the employee's name and the location for which s/he has been designated as a Union Representative or Board Member.

B. ~~With the exception of layoff procedures and post closures, the State agrees that members of PSEA's DPS Executive Board are not subject to involuntary transfer during the term of their respective office. The specific titles of the DPS Executive Board are: President, North Vice President, Western Vice President, Southcentral Vice President, Southeastern Vice President and Secretary/Treasurer.~~

C. A Union Representative chosen by PSEA shall handle complaints and grievances under this Agreement with the proper Employer representative during working hours as well as disseminate information regarding collective bargaining issues directly relating to PSEA and its membership.

| DG. All time spent in Association activities during a Union Representative's or Board Member's scheduled work hours will be recorded on the Representative's or Member's time sheet as business leave.

| ED. Association business leave will be noticed as much in advance as is practicable.

TA
MB
4/9/11

TA
4/9/11
Penny Beiler

ARTICLE 3 - ASSOCIATION SECURITY

Section 1 - Condition of Employment

It shall be a condition of employment that all members presently holding a position covered by this Agreement shall become and remain a member of the Association for the life of this Agreement. Members of the Association in good standing on the effective date of this Agreement shall remain members in good standing for the life of this Agreement. Members hired on or after its effective date shall on the thirtieth (30th) day following the beginning of employment become and remain members in good standing for the life of this Agreement or pay to the Association an agency fee in an amount determined by the Association to meet expenses chargeable to the fee payer.

Section 2 - Noncompliance

Upon the written demand of the Association, any member who has been employed for more than thirty (30) days and who is not in compliance with the provisions of this Article shall be terminated by the Employer. Termination shall become effective within thirty (30) days after receipt of the aforesaid demand to the Employer by the Association.

Section 3 - Exception

The rights of nonassociation of members having bona fide religious convictions based on tenets or teachings of a church or religious body of which a member is a member shall be safe guarded in accordance with AS 23.40.225.

The Association agrees to provide representation to all bargaining unit members whether or not they are members of the Association.

Section 4 - Association Activities

The Employer agrees that it shall not in any manner, directly or indirectly, attempt to interfere between any of its members and the Association. The Employer shall not in any manner restrain or attempt to restrain any member from belonging to the Association, or from taking an active part in lawful Association affairs that are not inconsistent with this Agreement.

Section 5 - Dues Deductions

The Employer agrees to deduct on a regular monthly basis from the paycheck of the member who so authorizes the regular fixed monthly dues, assessments and fees of the Association. The amount so deducted as certified by the President, Secretary or Executive Secretary of the Association shall be transmitted monthly to the Association on behalf of the member involved. Deductions authorized

shall be on a form mutually agreeable to the parties, and furnished by the Association to the Employer. No other employee organization shall be accorded payroll deduction privileges with regard to members of the Bargaining Unit.

Section 6 - Written Notice

The Employer shall provide the Association with a written notice of all additions to the unit and all separations from the unit. Such notice shall include the member's name, class title, location and the date of such action. This written notice shall be transmitted to the Association within fifteen (15) days of the action by the appropriate department.

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1/18/2011

ARTICLE 4 - ASSOCIATION RESPONSIBILITY

Section 1

The Association assumes all obligations and responsibilities for this unit to the extent the Association may exercise reasonable control as permitted by law.

Section 2

The Association 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.

Section 3

The Association agrees that it shall where permissible in its role as exclusive representative, take affirmative steps to assist the Employer in combating absenteeism, sexual harassment, and other practices by the employee which may be illegal or may hamper the Employer's operation. All efforts to improve safety practices, fitness, efficiency, and the quality of law enforcement shall be vigorously supported by the Association. The parties agree to promote good will between the Employer and the Association, and between the Employer and bargaining unit members.

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TA JKW
12/17/2010

ARTICLE 5 - MERIT PRINCIPLES

Section 1 - Merit Principles

The parties agree that it is their mutual intent to strengthen merit principles in the bargaining unit, to the end that bargaining unit members be selected, appointed and promoted from among the most qualified.

Section 2 - Nondiscrimination

Neither party shall discriminate against any member on the basis of race, color, religion, national origin, age, sex, physical or mental disability/handicap, marital status, change in marital status, pregnancy, parenthood, Association activity, political affiliation or political belief, or otherwise as specified in law with respect to the application of this Agreement.

Public Safety Employees Association agrees that its membership has the right to utilize the Employer's Internal Discrimination Complaint Procedure, but that it does not supersede the provisions of the grievance-arbitration procedure in Article 10.

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ARTICLE 6 - MANAGEMENT'S RIGHTS

Except--and only to the extent--that specific provisions of this Agreement expressly provide otherwise, it is hereby mutually agreed that the Employer has, and shall continue to retain, regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect. However, this right shall not abridge the CBA or any Federal or State statute.

Nothing in this Article shall be considered as superseding those rights granted to the Association in the articles and/or amendments of this Agreement.

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MEMBER RIGHTS AND
ARTICLE 7 - MEMBER RIGHTS AND DISCIPLINARY PROCEDURE

Section 1 - Definition of Discipline

~~Discipline is defined as any negative action taken against a member by the Employer that may affect working conditions, hours or wages. a Terminations, suspensions, demotions, written reprimands, or written warnings are considered discipline. A copy of all disciplinary actions and any materials used to justify the discipline taken shall be forwarded to the Association at 4300 Boniface Parkway, Suite 116, Anchorage, Alaska 99504 within two (2) working days of issuance.~~

Discipline is defined as a personnel action taken by the Employer against a member that is based on a just cause finding. any action taken against a member by the Employer that may affect working conditions, hours or wages. Terminations, suspensions, demotions, written reprimands, or written warnings are considered discipline. A copy of all disciplinary actions and any materials used to justify the discipline taken shall be forwarded to the Association at 4300 Boniface Parkway, Suite 116, Anchorage, Alaska 99504 within two (2) working days of issuance.

Section 2 - Rights of Members

Members are entitled to a fair and impartial investigation when in the course of the member's scope of employment, the Employer deems an investigation is necessary. The member may request and may receive an Administrative Investigation after receipt of notification of an Inquiry. The member shall be presumed innocent unless a complaint or allegation is sustained and the burden of proof shall be on the Employer.

Egregious misconduct which may, on the first offense result in immediate discharge includes, but is not limited to, gross disobedience or insubordination, dishonesty, chemical or alcohol intoxication at the workplace, physical misconduct, criminal conduct, abusive or lewd behavior, or abandonment of duties. Nothing in this paragraph shall abridge the member's rights under the Collective Bargaining Agreement.

If it becomes necessary for the Employer to initiate disciplinary actions against any member for just cause, such actions shall be administered in a fair and impartial manner with due regard for the circumstances of the individual case.

Upon receipt of a complaint or allegation, except criminal, against a member, the Employer shall notify the member and the Association that a complaint has been received within two (2) days. When a complaint is received against a member that is likely to result in an investigation, the Department shall normally require a

written, signed statement by the complainant. In the event no signed statement can be obtained from the complainant, the individual receiving the complaint shall prepare a full signed statement of his/her own with regard to the complaint. A copy of the signed statement or the complaint shall be furnished to the member and Association at the time of notification that there is an investigation initiated.

Association representation is mandatory at any disciplinary employee conference and the employee interview unless the member specifically waives his or her rights to representation in writing. However, the member continues to have all appeal rights provided in the CBA in order to contest any disciplinary action that may be taken, excluding Letters of Warning or Reprimand.

Section 3 – Types of Investigation

Investigation of disciplinary actions is separated into types.

Criminal Investigations. The State of Alaska has the authority to authorize a criminal investigation on any person in the State of Alaska. It is not the intent of this Article to prohibit the State of Alaska's authority in these matters. Therefore, when the State of Alaska authorizes the initiation or continuation of a criminal investigation on a member of the Association, said investigation can proceed as any similar case involving persons in the State who are not members of the Association. In those instances where the State is conducting an investigation as they would against any nonmember, the Employer/Employee relationship shall be nonexistent and this Article shall not apply until a conclusion of said investigation is reached. If upon reaching a conclusion of the criminal investigation the State determines that the possibility of discipline may exist, the State shall conduct one of the three procedures listed below. If the State determines discipline is appropriate the decision shall not be based solely upon the criminal investigation.

Investigation of disciplinary actions is separated into threefour types.

Administrative Investigation: An Administrative Investigation (AI) can result in discipline up to and including termination. When details surrounding the complaint or allegation are not readily apparent and the details are complex the Employer may conduct an Administrative Investigation. The Employer will engage in this type of investigation when an Administrative Inquiry cannot be completed by the below listed timeframe or if the Employer believes, at the onset, that it will be unable to conclude a thorough investigation within five (5) of the subject member's working days.

Administrative Inquiry: An inquiry can result in discipline up to and including termination. When details surrounding the complaint or allegation are not readily apparent and the details are not complex the Employer may conduct an administrative inquiry. The Employer will engage in this type of investigation if

expected to conclude the investigation within five (5) of the subject member's working days.

Known & Obvious: An Administrative Investigation or Inquiry is not warranted when the details of the complaint or allegation are readily apparent and not in dispute. Discipline from a Known and Obvious circumstance will not result in termination.

Section 4 – Investigative Process

4.1 - Administrative Investigation (AI):

a1. The member is notified of the complaint or allegation in the manner described under Section 2. The member shall also be notified of the employee interview and shall have at least five (5) working days to prepare for interview and arrange for union representation ~~five (5) of the subject member's working days to prepare for the interview~~ forty eight (48) hours to arrange for union representation 5 days. The name of the investigator will be identified in the notification. In no case shall the investigating officer be in the member's chain of command with the exception of DOT/PF in which case the investigative officer will not be the member's direct supervisor.

b2. The member shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.

c3. The member shall cooperate during any investigative process and, when requested by the investigator, will furnish information or give statements.

d4. The member may be accompanied by no more than two (2) representatives at the employee interview. One (1) Association representative, to be identified by the Association at the start of the interview, shall be allowed to cross-examine the member at the close of the interview with right of re-examination by Management following the Association questioning. The interview will be recorded. Questioning shall be conducted in not more than one-half (1/2) hour segments for no more than four (4) hours per day. Each one-half (1/2) hour segment shall be followed by a one-half (1/2) hour rest period. The rest period may be waived by the member.

e5. A member shall be required to answer only those questions specifically related to the member's duties and responsibilities within the scope of his/her employment and pertaining to the investigation.

f6. A member's immediate family shall not be interviewed unless parties to the complaint, or at the specific request of the member.

g7. There shall be no off-the-record questions asked of the member.

h8. Submission to a polygraph examination or other lie detecting devices shall not be mandatory. Refusal to submit to such examination shall not be grounds for disciplinary action. If a member volunteers to take a polygraph examination the results or that examination are not admissible in any arbitration between the parties.

i9. If, during an investigation, the Employer determines it is necessary to relieve a member of regularly assigned duties, the member may be temporarily reassigned to "administrative" duties or placed on administrative leave absence with full pay, benefits and retention of his/her classification until the investigation has been concluded and a course of action determined. This temporary reassignment shall not be considered as a disciplinary measure.

The placement of a member on administrative leave under this provision and shall not exceed thirty (30) forty five (45) working days unless an extension is agreed to between PSEA and the Employer. The parties agree that the thirty (30) forty five (45) working day period shall be tolled where the Administrative Investigation is being held in abeyance and also during periods of personal leave.

No negative inference(s) may be drawn from the Department's failure to place a member on administrative leave during an Administrative Investigation.

j40. During the course of an investigation, the Department may determine that it is not necessary to continue the normal and routine investigation process and procedures. The Department may determine that the investigation can be completed with an Executive Summary or a Memorandum of Findings as opposed to a full investigative report. In these cases, the Department shall advise the Association of its intent. The Commissioner and/or designee shall meet with the member and an Association Representative within ten (10) working days to discuss the Executive Summary or Memorandum of Findings.

During this meeting, the member and/or the Association may contest the Executive Summary or Memorandum of Findings and the normal and routine investigative process and procedures shall be followed.

k44. Prior to determining discipline, a recorded employee conference will be held. In such case, the member shall be notified and be afforded at least five (5) of the subject member's working days to prepare for the conference, unless waived by the member. Five (5) days prior to the employee conference, All investigative material shall be made available to the member and Association for pick up at a Department location of the association's choosing, office, or forwarded to the member and the Association at the address of the Association for review five (5) days prior to the employee conference.

mutually agreeable

h42. The member shall be provided an exact copy of any recordings within seven (7) days of the interview(s) and conference if requested, and a certified transcript within twelve (12) days of the interview(s) or conference, if transcribed, unless extended by mutual agreement.

If the member or the Association records either the employee interview or employee conference, the member shall provide an exact copy of these recordings within seven (7) days of the interview and/or conference, if requested, and a certified transcript within twelve (12) days of the interview or conference, if transcribed, unless extended by mutual agreement.

m13. A member who is under investigation, and the Association, shall be informed within five (5) days of the investigation having been completed and a course of action having been determined. If the original notification is other than written, a follow-up communication to the member and Association shall be provided by certified mail, electronic mail, or fax.

n14. If issued, a copy of the disciplinary action shall be forwarded to the Association within two (2) days of the issue.

o15. No materials or reports involving the allegations shall be entered into any personnel file of the member where the investigation has exonerated the member and/or the allegations were determined to be unfounded or not sustained.

The completed Investigation file shall be considered a confidential file. Requests for review of these files must be made in writing by the member or Association, on behalf of the member, to the Commissioner's Office.

4.2 - Administrative Inquiry:

a4. The member is notified of the complaint or allegation in the manner described under Section 2. The Employer shall have up to five (5) of the subject member's working days in which to make inquiries to determine if an Administrative Inquiry is necessary and to notify the member and the Association whether or not an Administrative Investigation shall be conducted. The member shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.

b2. The member shall be notified and may have up to ~~two (2)~~ of the subject member's working days to prepare for an employee interview two (2) working days forty eight (48) hours to arrange for union representation. The name of the investigator will be identified.

c3. ~~A member shall be required to answer only those questions specifically related to the member's duties and responsibilities within the scope of his/her employment and pertaining to the inquiry.~~ The member shall cooperate during

any investigative process and, when requested by the investigator will furnish information or give statements. The member may either answer questions or decide not to respond during the inquiry process.

d4. The member may be accompanied by no more than two (2) representatives at the employee interview. One (1) Association representative to be identified by the Association at the start of the interview) shall be allowed to cross-examine the member at the close of the interview with right of re-examination by Management following the Association questioning. The interview will be recorded. Questioning shall be conducted in not more than one-half (1/2) hour segments for no more than four (4) hours per day. Each one-half (1/2) hour segment shall be followed by a one-half (1/2) hour rest period. The rest period may be waived by the member.

e5. A member shall be asked to answer only those questions specifically relating to such member's duties and responsibilities within the scope of his/her employment and pertaining to the inquiry.

f6. A member's immediate family shall not be interviewed unless parties to the complaint, or at the specific request of the member.

g7. There shall be no off-the-record questions asked of the member.

h8. Submission to a polygraph examination or other lie detecting devices shall not be mandatory. Refusal to submit to such examination shall not be grounds for disciplinary action.

i9. If, during an inquiry, the Employer determines it is necessary to relieve a member of regularly assigned duties, the member may be temporarily reassigned to "administrative" duties or placed on administrative leave absence with full pay, benefits and retention of his/her classification until the investigation has been concluded and a course of action determined. This temporary reassignment shall not be considered as a disciplinary measure.

The placement of a member on administrative leave under this provision shall not exceed thirty ~~thirty (30)~~ forty five (3045) working days unless an extension is agreed to between PSEA and the Employer. The parties agree that the thirty forty five (3045) working days period shall be tolled where the Inquiry is being held in abeyance and also during periods of personal leave.

No negative inference(s) may be drawn from the Department's failure to place a member on administrative leave during an Inquiry.

j10. During the course of an inquiry, the Department may determine that it is not necessary to continue the normal and routine investigation process and procedures. The Department may determine that the investigation can be

completed with an Executive Summary or a Memorandum of Findings as opposed to a full investigative report. In these cases, the Department shall advise the Association of its intent. The Commissioner and/or designee shall meet with the member and an Association Representative within ten (10) working days to discuss the Executive Summary or Memorandum of Findings. During this meeting, the member and/or the Association may contest the Executive Summary or Memorandum of Findings and the normal and routine investigative process and procedures shall be followed.

ki11. Prior to determining discipline, a recorded employee conference will be held. In such case, the member shall be notified and be afforded at least five (5) ~~two (2)~~ of the subject member's working days to prepare for the conference, unless waived by the member. Five Two (52) days ~~prior to the employee conference.~~ Available forwarded *available* to the member and Association ~~at the Association's address in Anchorage.~~ five (5) days prior to the employee conference. ~~DPS or DOT offices, or mailed to for review five (5) days prior to the employee conference.~~ *at a mutually agreeable department location*

ki12. The member shall be provided an exact copy of any recordings within seven (7) days of the interview(s) and conference if requested, and a certified transcript within twelve (12) days of the interview(s) or conference, if transcribed, unless extended by mutual agreement.

If the member or the Association records either the employee interview or employee conference, the member shall provide an exact copy of these recordings within seven (7) days of the interview and/or conference, if requested, and a certified transcript within twelve (12) days of the interview or conference, if transcribed, unless extended by mutual agreement.

mi13. A member who has been under an Administrative Inquiry, and the Association, shall be informed within five (5) days of the investigation having been completed and a course of action having been determined. If the original notification is other than written, a follow-up communication to the member and Association shall be provided by certified mail, electronic mail, or fax.

nm14. If issued, a copy of the disciplinary action shall be forwarded to the Association within two (2) days of the issue.

no15. No materials or reports involving the allegations shall be entered into any personnel file of the member where the Inquiry has exonerated the member and/or the allegations were determined to be unfounded or not sustained. The completed Investigation file shall be considered a confidential file. Requests for review of these files must be made in writing by the member or Association, on behalf of the member, to the Commissioner's Office.

4.2 - Known & Obvious:

a4. Prior to determining discipline, a recorded employee conference will be held. In such case, the member shall be notified and afforded at least two (2) of the subject member's working days to prepare for the conference, unless waived by the member. The member shall be informed of the name of the person conducting the conference.

b2. All investigative material shall be made available to the member and Association for review at a department office prior to or at the employee conference.

c3. The member shall be provided an exact copy of any recordings within seven (7) days of the conference if requested, and a certified transcript within twelve (12) days of the conference, if transcribed, unless extended by mutual agreement.

If the member of the Association records the employee conference, the member shall provide an exact copy of these recordings within seven (7) days of the conference, if requested, and a certified transcript within twelve (12) days of the conference, if transcribed, unless extended by mutual agreement.

d4. If issued, a copy of the disciplinary action shall be forwarded to the Association.

e5. No materials or reports involving the allegations shall be entered into any personnel file of the member where the investigation has exonerated the member and/or the allegations were determined to be unfounded or not sustained. The complete investigation file shall be considered a confidential file. Requests for review of these files must be made in writing by the member or Association, on behalf of the member, to the Commissioner's Office.

Section 6 - Examination of Personnel Files

A member shall have the right to examine his/her own personnel file or files and to make copies of any document contained therein. At the time any material is placed in the member's personnel file or files by the Employer, a copy shall be forwarded to the member unless originated by the member.

Anecdotal records are records not contained in the member's personnel file or files. The parties agree that anecdotal records may be kept in preparation for completing performance evaluations. Section 5 - Voting

~~The Employer shall provide reasonable and necessary time for members to vote in local, municipal, borough, State and Federal elections when the member is, in the view of the Employer, unable to vote outside of working hours.~~

Section 6 – Examination of Personnel Files

A member shall have the right to examine his/her own personnel file or files and to make copies of any document contained therein. At the time any material is placed in the member's personnel file or files by the Employer, a copy shall be forwarded to the member unless originated by the member.

Section 7 – Voting

The Employer shall provide reasonable and necessary time for members to vote in local, municipal, borough, State and Federal elections when the member is, in the view of the Employer, unable to vote outside of working hours.

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ARTICLE 8 - TRAVEL, AND PER DIEM, AND MOVING

Section 1 – Basic Per-Diem Applicability of the Alaska Administrative Manual

The Alaska Administrative Manual is currently available on the Department of Administration, Division of Finance, website at

http://fin.admin.state.ak.us/dof/ak_admin_manual/aam_toc.isp

Except as specifically provided in this article, travel, and per diem, and moving will be administered under the provisions of the Alaska Administrative Manual in effect on the date of travel.

When a member, excluding a nonpermanent member, is required to change his/her place of residence because of a required change of duty station or because of a mandatory change of housing at the duty station, he/she shall be reimbursed for transportation and moving expenses under the Alaska Administrative Manual in effect on the date of travel.

The Employer shall provide, as appropriate, the following per diem allowances for members covered by this Agreement while traveling on official State business in accordance with the schedule that follows. As to any one location assignment, the first thirty (30) days shall be at the short term per diem rate and the days after that at the long term rate.

<u>REGION</u>	<u>LOCATION</u>	<u>SHORT TERM</u>				<u>LONG TERM</u>			
		<u>9/16</u>	<u>5/15</u>	<u>5/16</u>	<u>9/15</u>	<u>9/16</u>	<u>5/15</u>	<u>5/16</u>	<u>9/15</u>
1	Southeast Alaska	\$100.00		\$100.00		\$60.00		\$66.00	
2	Central Alaska	95.00		115.00		57.00		69.00	
3	Far North Alaska	100.00		100.00		63.00		63.00	
4	Southwest Alaska	95.00		95.00		59.00		59.00	
5	Outside of Alaska								
	Contiguous U.S.,								
	Hawaii and Canada	100.00		100.00		60.00		60.00	

A member shall only be reimbursed for meal allowances on the final day of travel, unless, for reasons beyond the member's control, they incur hotel costs. In such case, the member shall receive prorated per diem on the final day of travel.

A member may request advance approval of the department head to pay a higher allowance (consisting of actual hotel cost plus a meal allowance) on a trip-

~~by trip basis whenever the circumstances of travel are such that the established per diem is not adequate to obtain lodging and meals. Such requests shall normally be accompanied by bulletins, agendas, etc., denoting prearranged lodging. Requests for a higher allowance shall not be unreasonably denied.~~

~~If a member is forced to travel without adequate opportunity to secure advanced approval for actual expenses, the member may submit his/her request for actual expenses, as shown by receipts, after the travel has been completed. If he/she does so, reimbursement shall be for actual hotel costs, plus actual meal costs. However, actual meal costs cannot exceed sixty dollars (\$60.00) per day.~~

Section 2 – Meal Allowances

~~A meal allowance, equal to the higher of the rates below or the short term travel rates specified in Alaska Administrative Manual Section 60.250, shall be allowed a member who is on travel status for at least three (3) hours between the hours of:~~

<u>TIME</u>	<u>MEAL ALLOWANCE</u>
Midnight – 10:00 a.m. Breakfast	\$ 12.00
10:00 a.m. – 3:00 p.m. Lunch	16.00
3:00 p.m. – Midnight Dinner	32.00

Section 3 – Noncommercial Rates

~~When a bargaining member is in travel status to a location that does not offer commercial facilities and lodging is not provided, the member shall receive thirty dollars (\$30) in addition to meal allowance.~~

~~In instances when the Employer provides meals and lodging, the Employee has no entitlement to any per diem or allowance of any type.~~

Section 24 - Privately-Owned Conveyances

~~Members are not obligated to use their privately-owned vehicles for State business. However, when members use their own vehicles for State business, reimbursement shall be consistent with IRS regulations in accordance with the Alaska Administrative Manual in effect on the day of travel.~~

Section 35 - Travel on Days Off

If a member is required to travel during his/her normal scheduled work hours, but on his/her regular day off, those hours shall be considered as hours worked and counted towards hours eligible for overtime compensation. The travel may be by commercial means of conveyance, or may be by another mode of transportation provided by the Employer.

If the member is required to perform this travel at times other than his/her normal scheduled work hours, but on his/her regular day off, those hours shall be considered as hours worked and counted toward hours eligible for overtime compensation. The travel may be by commercial means of conveyance, or may be by another mode of transportation provided by the Employer.

Travel time ~~during a member's normal scheduled work hours~~ on regularly scheduled workdays shall be considered as time worked and shall be paid in accordance with other Articles of this Agreement.

Section 6 - Duty Station

~~The duty station of a member is the city, town or village where the member spends the major portion of the working time or the place to which the member returns on completion of special assignments. No travel expenses may be allowed for meals or per diem at the duty station of a member.~~

Section 47 - Prisoner Transportation Assignments

(This Section applies to Department of Public Safety members only)

When prisoner transportation assignments are to be given to bargaining unit members, every reasonable effort shall be made to distribute such assignments equitably among the members available. However, the parties expressly recognize that relative cost is a legitimate basis upon which to determine the ultimate award of such assignments.

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3/31/2011

State Proposal
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ARTICLE 9 - TRAINING AND ADVANCED EDUCATION

The Employer shall determine when training is necessary and shall set consistent standards for all training.

The Employer reserves the right to assign members to job-related training. If a member is on approved leave, the Employer shall not require a member to be recalled from personal leave for the purposes of attending job-related training. When scheduling job-related training, the Employer shall make efforts to assure the training does not conflict with a member's prior authorized and scheduled personal leave.

Test scores alone may not be grounds for disciplinary action. However, failure to attend or satisfactorily participate in the assigned training may be grounds for disciplinary action.

The satisfactory completion of entry level training provided by the Employer for each class series represented by this bargaining unit is required for continued employment in that class series regardless of employee status (i.e., probationary or permanent).

All Airport Police & Fire Officers are required to satisfactorily complete all Employer provided training designed to meet FAA regulations.

For DOT/PF members only, when attending a training class of three days or less, the hours spent in class will count as the total work day, so long as the class is at least eight (8) hours in duration per day. If a class is four (4) days or more, all hours spent in class will be considered towards a forty (40) hour work week.

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ARTICLE 10 - GRIEVANCE-ARBITRATION PROCEDURE

Section 1 - General

Definition of Grievance:

A grievance is defined as a dispute between the parties over the meaning, application, or interpretation of a term of this Agreement. However, it is recognized that discussion and interpretation of the applications of other rules and regulations of the Employer may be necessary for the resolution of the grievance. A grievance shall identify the Article(s) and Section(s) that the Employer is alleged to have violated and the specific manner in which the violation is alleged to have occurred.

Notification of Discipline:

When disciplinary actions involving discharge, suspension or demotion are imposed, the Employer shall furnish the Association with a copy of the written notification to the member(s)-affected. The copy shall be mailed to the Association within forty-eight (48) hours of the time of ~~that~~the notification is issued to the member(s).

Written Reprimands:

Written warnings and reprimands are not subject to the grievance procedure, but may be reviewed through the chain-of-command up to and including the Commissioner of the appropriate department. If not resolved, the employee may include a written rebuttal, which shall be attached to and become a part of the written warning or reprimand. A written warning ~~and~~or reprimand shall be purged from the member's personnel files two years after the date of issuance if no similar instances of conduct are reported in writing and upon the written request of the member to the Commissioner's Office. Written warnings and reprimands issued as a result of an arbitrator's decision are not subject to this section.

Probationary employee:

Members are precluded from grieving disciplinary actions and dismissals during their initial probationary periods. Members are precluded from grieving demotions during their promotional probationary periods.

Section 2 - Step Three Grievance Entry

Association or Class Action Grievances:

A grievance may be brought under this procedure on behalf of more than one (1) member as a Class Action grievance. Any grievance that is brought on behalf of more than one (1) member must identify the grievants with sufficient specificity that the class is readily identifiable. The Association may file a grievance as an Association grievance. Class Action and Association grievances shall be initially submitted at Step Three.

Disciplinary Grievances:

Grievances involving terminations, suspensions and non-probationary demotions shall be entered at Step Three.

Section 3 - Time Limitations

Thirty Day Limitation:

A grievance must be submitted at the appropriate level within thirty (30) working days of occurrence; or within thirty (30) working days of knowledge of occurrence. A grievance not brought within these time limits shall not be considered timely and shall be void.

Waiving of Time Limitations:

The time limits for grievance response may be waived by mutual agreement in writing between the Association and the appropriate Management representative at each step. All mailed material relating to Steps Two-Five of a grievance shall be accomplished through a proof of mailing and receipt method.

Section 4 - Steps

STEP ONE: An aggrieved member shall first attempt to settle the grievance through discussion with his/her immediate supervisor. The member may be represented by an Association representative, if desired. The supervisor shall make a decision and orally communicate this decision to the aggrieved member within five (5) working days from the initial presentation of the grievance.

STEP TWO: If the grievance is not settled in accordance with Step One, the Association may decide to continue processing the grievance by submitting the grievance in writing. For the Department of Public Safety, such written grievance shall be submitted to the Division Director, or designee, within ten (10) working days of the completion of Step One. For grievances involving the Department of Transportation and Public Facilities, such written grievance shall be submitted to the appropriate Airport Manager, or designee, within ten (10) working days after the Step One response is due or received, whichever is first. The Association representatives and the appropriate State representatives may attempt to settle the grievance within ten (10) working days of receipt of the grievance.

STEP THREE: If the grievance is not settled at Step Two, the Association may decide to elevate the grievance to Step Three by forwarding the grievance to the Commissioner of the appropriate department for resolution within ten (10) working days after the Step Two response is due or received, whichever is first. The appropriate Commissioner shall have fifteen (15) working days after receipt to answer the grievance.

STEP FOUR: If the grievance is not settled at Step Three, the Association may decide to elevate the grievance to Step Four by forwarding the grievance to the Commissioner of Administration within ten (10) working days after completion of Step Three. The Commissioner of Administration shall have fifteen (15) working days after receipt to answer the grievance. The Association representative and the Commissioner of Administration or designee may meet and attempt to resolve the grievance. If the grievance is resolved, a written agreement between the Association and the Employer shall be issued. Such written agreement shall have the same force or effect as a decision or award of an arbitrator and shall be final and binding on each of the parties and they shall abide thereby.

Section 5 - Arbitration

If not resolved at Step Four, the Association may decide to submit the grievance to arbitration. The notification for arbitration must be sent to the Director of the Division of Personnel & Labor Relations ~~initiated~~ within ten (10) working days after completion of Step Four.

The State shall have ten (10) working days from the receipt of the Association's notification of arbitration to respond. The parties shall begin the selection process within ~~twenty-three (23)~~ thirty (30) working days after the State's receipt of the Association's notification to select the arbitrator from the Arbitrator Selection List. PSEA will contact the appropriate State representative to initiate the selection process. ~~If the parties fail to select an arbitrator within these time requirements, the issue shall then default to the Standing Arbitration Panel.~~

Arbitrator Selection List:

Within thirty (30) calendar days after the signing of this Agreement, the Employer and the Association shall attempt to agree to a list of ~~seven-eleven (117)~~ names of arbitrators for the Arbitrator Selection List. Absent mutual agreement, the parties shall petition the Federal Mediation and Conciliation Service for a list of twenty-one (21) names of arbitrators. The parties shall then alternately strike names from the list until ~~seven-eleven (117)~~ names remain. These ~~seven-eleven (117)~~ names shall constitute the Arbitrator Selection List.

~~Standing Arbitration Panel:~~

~~There shall also be a standing panel of arbitrators whose period of jurisdiction shall be for one quarter (1/4) of each calendar year. The quarter periods shall be designated as:~~

- ~~—— first quarter from January 1 to March 31~~
- ~~—— second quarter from April 1 to June 30~~
- ~~—— third quarter from July 1 to September 30~~
- ~~—— fourth quarter from October 1 to December 31~~

~~If the process defaults to the Standing Arbitrator Panel, the arbitrator automatically assigned to the case shall be the arbitrator assigned to that quarter in which the original occurrence of the alleged infraction occurred. The selection of arbitrators for the standing panel will be through mutual agreement between the parties.~~

~~The arbitrator for the first quarter shall be: Thomas Angelo~~

~~The arbitrator for the second quarter shall be: Kathryn Whalen~~

~~The arbitrator for the third quarter shall be: Alan Krebs~~

~~The arbitrator for the fourth quarter shall be: Joseph Duffy~~

Arbitrator Selection Procedure

For each arbitration hearing, the parties will select an arbitrator from the Arbitrator Selection List by alternately striking one (1) name at a time until only one (1) name remains. The parties will alternate striking the first (1st) name. Alternatively, the parties may select an arbitrator by mutual agreement.

Once selected, the Association shall have the responsibility of notifying the arbitrator. The notification letter shall be limited to informing the arbitrator of the name of the grievant(s), the location and number of hearing days required, and request the arbitrator provide both parties a list of available dates from which to mutually select. Neither party may provide any information to the arbitrator on the general or specific issue(s) of the case prior to the hearing, except as mutually agreed.

Authority of the Arbitrator

The parties agree that AS 09.43.070 of Alaska's Uniform Arbitration Act, as amended, shall be available to either party for application to any person who is not at the time of the arbitration currently employed by the State of Alaska.

If mutually agreed, the arbitration hearing shall adhere to the expedited rules of the American Arbitration Association, except that expenses incident to the arbitrator's services shall be borne by the losing party or, in the event neither

party can be considered the losing party, shall be apportioned as the arbitrator deems equitable.

The decision of the Arbitrator shall be final and binding upon all parties. ~~The arbitrator will have no power to modify a management action except by finding a contractual violation.~~ The Arbitrator shall not be empowered to rule contrary to, to amend or add to, or to eliminate any of the provisions of this Agreement. The arbitrator shall furnish his/her findings of fact and rationale for his/her decision. Expenses incident to his/her services shall be assigned by the arbitrator to the losing party. If, in the opinion of the Arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable.

It is agreed that the above arbitration procedure shall be the sole method of settling disputes, differences or controversies referred to arbitration. It is further agreed that the parties covered hereunder shall be bound by any decisions, determinations, agreements or settlements that may be effectuated pursuant to invoking the arbitration procedures.

The parties shall exchange witness and exhibit lists ten (10) days before the scheduled arbitration, unless another date is mutually agreed between the parties.

Section 6 — Standard of Review

Recognizing that either party may seek to have an arbitration award vacated by petitioning the superior court, the parties agree that the judicial standard of review for arbitration decisions concerning disciplinary actions shall be "arbitrary and capricious".

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ARTICLE 11 - SENIORITY

Section 1 – Definition of Job Classification Series

For the purpose of seniority and layoff, the following are considered job classification series:

- a) Court Service Officers;
- b) Deputy Fire Marshalls;
- c) Trooper Recruits, Troopers, Corporals, and Sergeants (Troopers); and
- d) Airport Police and Fire Officers I – IV (Airport Police and Fire Officers).

Section 24 - Bargaining Unit Classification Series Seniority

There shall be five classification series seniority lists, one for Court Service Officers, one for Deputy Fire Marshalls, one for Troopers, one for Airport Police and Fire Officers at the Anchorage International Airport, and one for Airport Police and Fire Officers at the Fairbanks International Airport.

For Court Service Officers, Deputy Fire Marshalls, and Troopers, the member having the longest term of unbroken service in that job classification series shall be number one on that classification series seniority list. All other members shall be listed accordingly. At the end of each calendar quarter, the Employer shall prepare and post a classification series seniority list on the DPS intranet and electronically send the same list to PSEA.

For Airport Police and Fire Officers, the member having the longest term of unbroken service in that job classification series at each respective airport shall be number one on that airport's classification series seniority list. All other members assigned to that airport shall be listed accordingly. Twice yearly, the Employer shall prepare and prominently post a classification series seniority list at each respective airport and electronically send the same list to PSEA.

~~For the Department of Public Safety, there shall be three (3) seniority lists. One shall consist of all Court Services Officers, one for Fire Marshalls, and the other for Troopers. For each of these lists, the member having the longest term of unbroken service within the bargaining unit shall be number one (1) on the seniority list and all other members shall be listed accordingly. The Department of Public Safety shall, at the end of each calendar quarter post a seniority roster on the DPS intranet and electronically send the same list to PSEA.~~

~~For the Department of Transportation and Public Facilities, there shall be two (2) seniority lists. One for Airport Police and Fire Officers and one for Airport Screening Officers. For each of these lists, the member having the longest term of unbroken service at each respective airport within the bargaining unit shall be~~

~~number one (1) on that airport's seniority list and all other members assigned to that respective airport shall be listed accordingly. The Commissioner of the Department of Transportation and Public Facilities or his or her designee shall twice yearly prepare and prominently post the appropriate bargaining unit seniority list at each respective airport and electronically send the same list to PSEA.~~

Should it become necessary to break identical bargaining unit classification series seniority ties, the following method shall be utilized:

For those members hired with previous law enforcement experience who are not required to attend the Alaska Law Enforcement Training Academy:

FIRST: Alaska Police Council date of certification, (Police Certification)

SECOND: Random drawing of names involved to be conducted by a PSEA Board Member.

Seniority ranking shall be established within thirty (30) days from the date of hire.

For those who are required to attend the Alaska Law Enforcement Training Academy except for DOT/PF employees:

FIRST: An average of the academics, firearms qualification, and the final physical fitness score at the academy.

SECOND: Random drawing of names involved to be conducted by a PSEA Board Member.

Seniority ranking shall be established within thirty (30) days after graduation of the academy.

For those DOT/PF employees required to attend the Alaska Law Enforcement Training Academy:

FIRST: An average of the academic scores from the Alaska Law Enforcement Training Academy and Fire Fighter I final exam score.

SECOND: Random drawing of names involved to be conducted by a PSEA Board Member.

For Court Service Officers required to attend a full CSO academy Seniority (CSO):

~~CSO seniority shall be determined by the date of hire into the bargaining unit. For those officers hired on the same day seniority shall be determined by a random drawing of names to be conducted by PSEA or,~~

FIRST: ~~For those CSOs who are required to attend a full CSO academy, seniority shall be determined by a~~ An average of academic, firearms qualifications, and the final physical fitness score at the academy. Should a tie occur, seniority shall be established by a

SECOND: ~~Random drawing of names to be conducted by a PSEA Board Member.~~

For Court Service Officers not required to attend a full CSO academy:

FIRST: Random drawing of names to be conducted by a PSEA Board Member.

Should it become necessary to break a classification series seniority tie through use of a random drawing of names, the PSEA Board Member conducting the drawing shall prepare a Memorandum for the Record reflecting the results of the drawing. Copies of this memorandum will be provided to each member whose name was drawn, to the Association, and to the Payroll Supervisor.

Section 2 — Job Classification Seniority

~~All time worked within a job classification, shall determine job classification seniority. In case of reduction of any classification layoffs, job classification seniority shall apply. The same methods used to break ties in classification series seniority will be used to break ties in job classification seniority. Job Classification seniority shall not affect any other competitive bids, such as leave/vacation scheduling, transfer assignments or shifts.~~

Section 3 - Impact of Seniority

~~Neither job classification seniority bargaining unit nor classification series seniority shall have any impact on the accrual of annual leave or other benefits accorded all State employees.~~

Section 4 - Termination of Seniority

a. Job classification seniority and classification series Sseniority shall be terminated upon:

1) Discharge;

- 2) Non-retention;
- 3) Resignation;
- 4) Layoff for a period of two (2) years or more;
- 5) Failure of the member to accept and report for duty within thirty (30) days after notification of recall from layoff;
- 6) Abandonment of position (failure to report for duty within three (3) days following approved absence);
- 7) Classification series seniority shall be terminated upon a change in job class series.

b. Job classification seniority and classification series seniority shall not be interrupted by:

- 1) Periods of approved leave;
- 2) Workers' Compensation leave (Administrative Leave per Article 14, Section 6);
- 3) Military leave for reserve training;
- 4) Active military duty when recall for such duty is beyond the control of the member;
- 5) Retirement disability up to three (3) years; or
- 6) Disciplinary Suspensions.

Section 5 - Retention of Seniority

If a member is promoted into a position outside the bargaining unit, the member shall be entitled to a one (1) year period of grace without loss of classification series or job classification seniority.

Section 6 - Vacation Scheduling

- a. Vacation schedules shall be made by overall bargaining unit classification series seniority by units within the post.
- b. Early Requests

Vacations of five (5) consecutive workdays or more may be scheduled up to twelve (12) months in advance utilizing the following procedures:

- 1) Once every six (6) months, in April and in October, a notification for vacation requests for the following twelve (12) month period of time shall be posted by the appropriate supervisor of the unit, post, detachment, region, or airport, as the case may be. The posting shall indicate the open dates available for vacation scheduling. All members shall be afforded one (1) month from the posting date for the purposes of submitting a vacation request for consideration.
- 2) Members desiring vacation time shall apply by submitting their request to their appropriate supervisor. Members who desire more than one block of leave shall prioritize their request, understanding that only their first preference shall be afforded seniority before other members' requests shall be considered. Once members have had the chance to submit their first preference the most senior member's second request shall be considered. This shall be repeated until all requests are considered. The members shall attempt to eliminate conflicting requests prior to the closing of the posting.
- 3) Within two (2) weeks after closing, the supervisor shall notify the applicants of the approved leave schedule.
- 4) Once approved, the vacation requests cannot be canceled by a subsequent request of a member with more bargaining unit seniority. Members who transfer into a new unit, post, detachment, or airport with previously approved vacation requests shall be considered on an individual basis; however, they cannot cancel approved vacation requests in the unit, post, detachment, or airport to which transferred. The State shall make every effort to honor a vacation that was previously approved.
- 5) Nothing in this subsection shall be construed to prevent vacation applications under subsection 6 (a), when members do not desire an early request.

Section 7 – Command Purposes

For Department of Public Safety only, seniority as defined in this Article shall in no way conflict or interfere with the designation of any member as senior for command purposes on a detail or case.

Section 8 – Nonpermanent Employees

For the purpose of this Agreement, nonpermanent employees shall not have seniority over permanent or probationary employees within their bargaining unit.

Section 9 – Shift Assignments and Regular Days Off

Management shall establish a shift, including available RDO, for each position in the bargaining unit, except at posts with flexible schedules. Article 15, Section 11, shall govern scheduling at posts with flexible schedules. ~~Airport Screening Officers shall normally work four (4) ten (10) hour shifts followed by three (3) days off.~~

APFOs shall normally work a twelve (12) hour shift with alternating three (3) and four (4) days off and one work day within each fourteen (14) day period will be an eight (8) hour shift. Each shift shall have every other Thursday as a RDO. The APFO IV at the Fairbanks International Airport may be exempted from this schedule.

For the remainder of the bargaining unit unless otherwise mutually agreed between the Employer and the Association, each shift shall consist of no more than five (5) workdays followed by a minimum two (2) consecutive days off and shall specify the hours of the day to be worked.

Members who are within ninety (90) days of transfer shall bid shifts at the new location/unit.

Shift Preference and RDO Preference

- a. For Department of Public Safety, excluding Trooper Recruits and Court Services Officers during the FTO program, shift and RDO preference by units within a detachment shall be determined by the following:

Shift Preference: Shift preference shall be by bargaining unit classification series seniority within that job classification; however, realizing the contract language is clear in that shift and regular days off assignments are to be bid and assigned according to seniority, it is recognized by both parties there are times when a

reassignment of a shift or RDO is required or desirable; the following shall apply in those cases:

Emergency or special assignment: In an emergency or special assignment situation where a member is reassigned to a shift that is different than that which was awarded, the supervisor or Commander involved shall notify the Association concurrent with the action taken or within the next working day. The Association shall be provided, at that time, with an explanation of the reassignment. It is further understood that a reassignment of an emergency or special assignment nature shall not exceed ten (10) working days except in those instances where the Commander or designee and the Association have, prior to the end of the ten (10) day limit, mutually agreed to an extension of a specified duration. The affected member(s), for the tenure of the reassignment, shall not experience any loss in their wages unless otherwise mutually agreed to by the parties.

Training or personal leave situations: For purposes of training or shortages of personnel due to members being on approved personal leave, a change of shift is authorized to cover another shift. Such shift reassignments shall not be for more than two (2) weeks, unless a longer period is agreed to by the reassigned member. The Employer shall first solicit volunteers for the reassignment before directly assigning a member to a different shift. If there are no volunteers, the member with the least seniority on the impacted shift shall be selected first and then in progressive order. Members shall not be required to change their shift more than twice a year every six months absent mutual agreement between the Employer and the member. The affected member(s), for the tenure of the reassignment, shall not experience any loss in their wages unless otherwise mutually agreed to by the parties.

EXAMPLES

- 1) Should a member agree to be temporarily reassigned from a shift that pays shift differential pay to a shift that pays less or no differential pay, the member would receive the differential pay allowable from the shift held prior to the temporary assignment.
- 2) Should a member agree to be temporarily reassigned to a shift that allows a greater differential pay than currently

receiving, the member shall receive the greater differential pay.

- 3) Should the member agree to be temporarily reassigned to another shift, the overtime entitlements shall be in accordance with the temporary shift.
- 4) Should the member not agree to a temporary shift change and is directed to work such, the member has the right to grieve the reasonableness of the decision that an emergency or special assignment situation exists, and to seek whatever relief the member may believe is appropriate.

Finally, it is understood that management has the ultimate right to assign and direct the work unless prohibited by the Collective Bargaining Agreement, statutes or regulations. Should management reassign a shift or RDO without agreement with the member(s) and Association, then it is further understood that the member(s) and Association have the ultimate right to challenge the actions taken through the grievance procedure.

RDO Preference: Once the shifts have been selected, the member shall then select RDOs from those days off allowed on that shift and the classification by the Employer, by bargaining unit seniority.

Regularly established shift changes are considered to occur not more frequently than once every three (3) months or less frequently than once every six (6) months.

For DOT/PF only:

Regularly established shift changes shall occur on January 16, with established changes to occur not more frequently than once every four (4) months and not less frequently than every twelve (12) months. The posting for bidding of shifts and RDOs shall begin at least one (1) month prior to the regularly established change.

Realizing the contract language is clear that shift and regular days off assignments are to be bid and assigned according to seniority, it is recognized there may be occasions when a reassignment of a shift, and the corresponding days off, is necessary. Once shifts have been established, the Employer may reassign the least senior member (by job classification) to a different shift for up to thirty (30) calendar days. Unless mutually agreed in writing, for this period reassignment the member shall receive no less than the rate of pay

applicable prior to the reassignment. Reassignment of the least senior member may be extended beyond thirty (30) days by mutual agreement. Alleged capricious and/or arbitrary reassignments are subject to review through the grievance and arbitration process contained in this Agreement.

In addition, the Employer may reassign any member to a different shift. No loss in shift differential shall occur for the first thirty (30) days of such reassignment unless mutually agreed. Unless the reassignment is mutually agreed, the reassignment is grievable through grievance/arbitration process contained in the Agreement.

The Employer shall notify the Association concurrent with the action taken or within the next working day. The Employer shall provide the Association with an explanation of the reassignment with the notice, and shall provide the Association with a copy of any written agreements addressing shift reassignments.

Section 10 - Shift Trading

A member may trade shifts with another member provided approval has been secured from the supervisor of the work being performed. The member is responsible for accounting for shifts "traded" and "paid back." For the purpose of pay administration, the Employer shall pay the member for the shift that he or she was originally scheduled to work for the actual hours worked on the shift.

Section 11 – Shift Scheduling –Limitations

- A. No member shall be required to work back-to-back shifts when effectuating a shift change. A minimum of eight (8) hours shall separate the shift change.
- B. Scheduling shall be arranged so that the member is afforded a minimum of forty (40) hours on his/her two (2) consecutive days off.
- C. Article 15, Section 14.b., shall not be interpreted to require the State to pay overtime to members while effectuating regularly established shift changes that utilize the exercising of Article 119, Section 9.

Regularly established shift changes are considered to occur not more frequently than once every three (3) months or less frequently than once every six (6) months for Department of Public Safety members and not more frequently than once every four (4) months or less frequently than once every twelve (12) months for Airport Police and Fire Officers.

When effectuating the shift/workweek change, a member may be required to work more than five (5) consecutive days. In this case, for the purpose of establishing the new shift/workweek, the initial consecutive days worked beyond five (5) shall be paid at the applicable straight-time rate of pay, unless the Employer is required to pay overtime in accordance with the Fair Labor Standards Act.

When effectuating the shift/workweek change, a member may work less than five (5) consecutive days. In this case, for the purpose of establishing the new shift/workweek, the member shall receive the guaranteed pay in accordance with Article 15, Section 143.ab.

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ARTICLE 12 - ASSIGNMENT AND TRANSFER

This Article does not apply to nonpermanent employees, ~~Airport Screening Officers~~, or Airport Police & Fire Officers. Only Section 4 of this Article applies to Court Services Officers.

Except for reasons of reduction in force, promotions, and transfers based on Article 12, Section 2.f., all transfers shall be for a minimum period of two (2) years. For new hires or Trooper Recruits, attendance at the initial training and subsequent FTO assignment shall be considered as part of their initial two (2) year transfer. Two (2) years after the official date of transfer (unless a delay of transfer is due to the member's request), a member may be eligible for, and be granted transfer in accordance with Sections 1, 2, and 3 of this Article.

Prior to the completion of two years at a location, a member may submit a bid for any posted vacancy. Such bids are advisory only, unless the two-year period is waived by mutual consent between the most senior qualified advisory bidder and the Department or the transfer will be affected after the two (2) year deadline.

Section 1 - Best Interest of the Department

The State shall continue its policy of transferring members based on the best interests of the Department, including consideration of special qualifications but only if those special qualifications are listed in the posted vacancy announcement. Special qualifications may be listed as requirements or as preferences. Where those factors are relatively equal, preference of a member and length of service shall be major factors in effecting the transfer. The provisions of this Article apply only to lateral transfers. Vacancies shall normally be filled by transfer from requests of members with the most bargaining unit seniority who meet the qualifications of the announced vacancy before vacancies are filled by going outside the unit to hire new personnel.

Section 2 - Notice and Bid Request

- a. The Employer shall circulate bid requests as positions become available. A member desiring a transfer shall submit his/her request(s) on forms to his/her detachment/bureau or unit commander. All such transfer requests, with appropriate endorsements, shall be forwarded to the division. Bid requests will be posted for fifteen (15) calendar days. The Employer shall forward a copy of all bid requests to the PSEA office in Anchorage at the same time vacancy notices are circulated.

- b. In the event that vacancies cannot be filled from written transfer requests on file, the Department shall solicit qualified volunteers before filling the vacancy by involuntary assignment.
- c. When a member is the senior bidder for more than one post, the employee may select their assignment, unless otherwise agreed to between the member and Employer. When the most senior member's transfer request is not honored in the filling of a vacancy, a member who makes the request shall be advised in writing of the reasons why his/her request was not granted.
- d. The best interest of the Department may necessitate the involuntary transfer of a member. Involuntary transfer of a member who has served with the Department in those positions covered by the bargaining unit in excess of five (5) years shall not be normal practice, except in special job requirements or extenuating circumstances. Recruit members on probationary status are subject to involuntary transfer without regard to this paragraph.

In the case of involuntary transfer of members with less than five (5) years of service, the Department's usual course of business shall be to select the most senior member within the division with less than five (5) years from the location(s) being reduced and from the members who have not previously transferred. However, special skills or qualifications such as pilot, K-9, and other factors may necessitate an involuntary transfer of a member not in that order.

- e. Members shall be given ninety (90) days notice prior to transfer, except when circumstances beyond the control of the Department prevent this notice. If practicable, the Department shall coordinate moving dates with the member. Upon the request of the member, he/she shall be granted five (5) working days administrative leave, and up to an additional five (5) working days at the discretion of the Commissioner, to effectuate the move involved in any transfer, whether voluntary or involuntary. Such requests shall not be unreasonably denied by the Commissioner.
- f. The State shall continue to effect transfers arising out of special and extenuating circumstances of a personal nature consistent with its transfer policy. Nothing in this Article shall be construed to require the Employer to divulge the nature of circumstances that are confidential to any member unless the member provides written consent allowing such disclosure.

- g. Members who present a disciplinary problem shall not be transferred as a disciplinary measure. The matter shall be resolved at the point of origin.
- h. When a vacancy is to be filled in accordance with this Article, the State may determine prior to the required posting notice to either fill the vacancy from members within the employing division or from members of all divisions covered by this Agreement. The posting shall indicate that the bidders for consideration shall be either from the employing division or from all divisions.

Section 3 - Remote Transfers

It is the obligation of the State to place enforcement personnel strategically throughout the State of Alaska for optimum public safety services to the citizens of Alaska.

Therefore, remote assignments shall be considered a **FIXED PERIOD ASSIGNMENT**. After members have served the maximum of that duration of time in the assigned post, they would be eligible for a remote transfer based on the procedures set forth in this Section.

- a **DEFINITIONS--**For purpose of this Section:
 - 1) **HIGHWAY SYSTEM** is defined as those portions of the public road system in the State of Alaska that are used by normal vehicular traffic with unbroken access to the Alaska/Canada border. This does not include the Alaska Marine Highway System.
 - 2) **REMOTE** is defined as an assignment to a location other than Anchorage, Girdwood, Fairbanks, Juneau, Kenai/Soldotna, or Palmer/Wasilla.
 - 3) **MAXIMUM ASSIGNMENT PERIOD** is defined as the maximum duration of time a member assigned to a **REMOTE** location can expect before relocation. In the event there are insufficient funds in the budget to relocate the member at the completion of the **MAXIMUM ASSIGNMENT PERIOD**, **RELOCATION PRIORITY POINTS** shall begin to accumulate.
 - 4) **CLASS I REMOTE** is defined as posts that are serviced by one (1) to two (2) enforcement personnel in the same department in remote areas of the State that are not connected to the **HIGHWAY SYSTEM**. These assignments

shall be recognized as a three (3) year MAXIMUM PERIOD ASSIGNMENT with the member eligible for transfer and bid after completion of two (2) years, or at the time of promotion.

- 5) **CLASS II REMOTE** is defined as all other remote posts. These assignments shall be recognized as a four (4) year MAXIMUM PERIOD ASSIGNMENT with the member eligible for transfer and bid after completion of two (2) years, or at the time of promotion.
- 6) **URBAN ASSIGNMENT** is defined as Anchorage, Girdwood, Fairbanks, Juneau, Kenai/Soldotna, or Palmer/Wasilla.
- 7) **STANDARD REMOTE ASSIGNMENT** is defined as an assignment wherein enforcement personnel have elected to remain in remote areas. Standard assignments shall be eligible for rotation by the procedures contained in Sections 1 and 2 of this Article, be eligible to relocation due to promotion, or may be relocated for unplanned circumstances such as reduction in force, or post closure.
- 8) **FIXED PERIOD ASSIGNMENT** is defined as an assignment wherein enforcement personnel have elected a remote assignment for a fixed period of time as indicated by CLASS I REMOTE, or CLASS II REMOTE.

Future vacancy announcements shall designate the post as CLASS I REMOTE, CLASS II REMOTE, or URBAN.

Those members transferred to CLASS I, or CLASS II REMOTE shall be considered assigned on a FIXED PERIOD ASSIGNMENT. Six (6) months prior to the ending period of the MAXIMUM ASSIGNMENT PERIOD the member may elect to convert to a STANDARD ASSIGNMENT, or may elect to renew the FIXED PERIOD ASSIGNMENT. Renewal of the FIXED PERIOD ASSIGNMENT requires departmental concurrence. Renewal of the FIXED PERIOD ASSIGNMENT would eliminate all previously accrued RELOCATION PRIORITY POINTS.

- 9) **RELOCATION PRIORITY POINTS** are defined as the accumulation of points after the completion of the maximum FIXED PERIOD ASSIGNMENT. One (1) point shall be accrued for each month beyond the MAXIMUM ASSIGNMENT PERIOD.

b **PRIORITIZING OF REASSIGNMENTS OF FIXED PERIOD ELECTIONS**

The order of reassignment from Remote locations shall be the member with the most points first, continuing to the member with the least number of points. Where point values are identical, ties shall be broken by bargaining unit seniority. Should a tie continue to exist, the tie breaking method in Article 11, Section 2, shall be utilized.

The same point assignment and tie breaking method for CLASS I, or CLASS II REMOTE, shall apply to members who are assigned after the implementation of this provision. In the event the class designation of an assignment is changed from that as indicated on the vacancy notice posting, after the successful bidder has physically been relocated, the lesser fixed period of time shall be considered as governing.

c **REASSIGNMENT FROM FIXED PERIOD ASSIGNMENTS**

Once yearly the Department shall transfer all or as many of the FIXED PERIOD ASSIGNMENT members and their replacements as allowed by the budget. The Department shall determine the number of FIXED PERIOD ASSIGNMENT transfers financially feasible for transfer. The Department shall then select those members to be transferred based on the highest RELOCATION PRIORITY POINTS. These planned Remote vacancies shall be bid in Urban areas only. Once the bid returns have been analyzed, the Department shall then formulate a list of planned Urban vacancies including any necessary involuntary transfers from Urban areas. An involuntary transfer under this provision constitutes an extenuating circumstance as that term is used in Section 2.d. above. The member with the highest RELOCATION PRIORITY POINTS shall have first choice of these planned vacancies, the member with the second highest points, second choice, and so forth.

d **DEPARTMENT'S ABILITY TO TRANSFER**

The Department's ability to transfer members from FIXED PERIOD assignments may be limited by budget funds. However, the Department shall make every reasonable effort to secure the proper level of funding for the projected FIXED PERIOD transfers of the appropriate fiscal year; of the appropriated transfer funds, excluding placement of new members, the Department shall

expend the majority of appropriated transfer funds on REMOTE transfers.

For purposes of this section, there shall be four types of remote transfers:

Type A – Department of Public Safety employees who transfer to a Remote location on the road system but with State provided housing will receive a Rural Relocation Expense Offset in the amount of \$2000.00. The payment will be made in two installments: \$1000.00 upon the employee's initial relocation and \$1000.00 upon completion of one year of service at the remote location.

Type B – Department of Public Safety employees who transfer to a Remote location that is on the road system but with no State provided housing will receive a Rural Relocation Expense Offset in the amount of \$2500.00. The payment will be made in two installments: \$1500.00 upon the employee's initial relocation and \$1000.00 upon completion of one year of service at the remote location.

Type C – Department of Public Safety employees who transfer to a Remote location not on a road system but with State provided housing will receive a Rural Relocation Expense Offset in the amount of \$3500.00. The payment shall be made in two installments: \$2000.00 upon the employees initial relocation to the remote location and \$1500.00 upon the completion of one year of service at the remote location.

Type D - Department of Public Safety employees who transfer to a Remote location but not on a road system without State provided housing will receive a Rural Relocation Expense Offset in the amount of \$5000.00. The payment shall be made in two installments; \$3000.00 upon the employees initial relocation to the remote location and \$2000.00 upon the completion of one year of service at the remote location.

e. NONREMOTE TRANSFERS:

Nothing in this Section precludes transfer between Remote posts based on the provisions of Sections 1 and 2 of the Article after the completion of the minimum of two (2) years since last transfer, or by mutual agreement.

Nothing in this Section shall preclude Management's right to transfer a member based on Article 12, Section 2.f.

Section 4 – Rural Duty Extension Incentive Pay

~~Members electing to extend their rural duty beyond their transfer eligibility at locations with geographical differential steps of seven (7) through nine (9) shall be paid five thousand dollars (\$5,000) at the completion of each additional year that they elect to remain at that remote post.~~

Members electing to extend their rural duty beyond their transfer eligibility at the following locations ~~at all other remote locations not on the road system (excluding the marine highway system)~~ shall be paid three thousand dollars (\$3,000) at the completion of each additional year that they elect to remain at that remote post.

<u>Aniak</u>	<u>Cordova</u>	<u>Talkeetna</u>
<u>Barrow</u>	<u>Craig</u>	<u>Tok</u>
<u>Bethel</u>	<u>Hoonah</u>	
<u>Cold Bay</u>	<u>Ketchikan</u>	
<u>Cold Foot</u>	<u>Klawock</u>	
<u>Dillingham</u>	<u>Kodiak</u>	
<u>Dutch Harbor</u>	<u>Petersburg</u>	
<u>Fort Yukon</u>	<u>Sitka</u>	
<u>Galena</u>	<u>Wrangell</u>	
<u>Iliamna</u>	<u>Yakutat</u>	
<u>Pt. Alsworth</u>	<u>Cantwell</u>	
<u>King Salmon</u>	<u>Delta Junction</u>	
<u>Kotzebue</u>	<u>Glennallen</u>	
<u>McGrath</u>	<u>Haines</u>	
<u>Nome</u>	<u>Healy</u>	
<u>St. Mary's</u>	<u>Nenana</u>	
<u>Sand Point</u>	<u>Northway</u>	

A member may receive rural duty extension incentive pay for a maximum of 5 years at any one location. Rural duty extension incentive pay received by a member prior to the effective date of this Agreement will not count towards this five-year cap.

If a geographic differential study changes the geographic differential in an affected area, the parties agree to negotiate the effects.

Section 5 - CSO Transfers

CSO positions in Juneau, Ketchikan, Bethel, Nome, Homer, Dillingham, and Barrow are not normally filled by bid.

When a CSO position in Anchorage, Fairbanks, Kenai, or Palmer becomes vacant, CSO members shall be advised of the vacancy. CSO positions in these locations shall normally be filled by the bid of the senior most qualified CSO. After a vacancy has been filled by member transfer, the Director may opt to backfill the remaining position with a local hire.

When the senior CSO's transfer request is not honored in the filling of the vacancy, a member who makes the request shall be advised in writing of the reasons why his/her request was not granted.

| ~~Any such move would be at the expense of the member.~~

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ARTICLE 13 - EMPLOYEE HOUSING

The parties agree that the following is the rental schedule for members living in State-owned or State-controlled housing.

Section 1 - Factors to be Used in Determining Rent

Dwelling units: The following factors are to be used in the rental formula for assessing rental charges for State housing units:

- 1) Rental Base--The fair market value for an unfurnished rental unit in Anchorage with a particular number of bedrooms as determined by the Department of Housing and Urban Development Fair Market Rent Schedules. This value shall be increased in accordance with any adjustments to Article 15, Section 1, Salary Schedule.
- 2) Facility Condition--The index of facility condition in terms of "Good," "Fair," or "Poor."
- 3) Adjusted Rent--The figure derived from application of the facility condition index to the rental base. The adjusted rent figure shall be used for the calculation of the amenities lacking and imposition-on-privacy deductions.
- 4) Required-to-Live--A deduction of 25 percent of the adjusted rent allowed for protection of property or for the convenience of the State where applicable.
- 5) Imposition-on-Privacy--A deduction of 10 percent of the adjusted rent allowed for the use of a portion of the facility for State business if applicable.
- 6) Amenities Lacking--Percentage of the adjusted rent to be deducted due to lack of fire and/or police protection.
- 7) Geographical Differential--The coefficient used to adjust an Anchorage-based rent to a level appropriate for a specific location outside of Anchorage. See Section 9 for list of coefficients by location.
- 8) Travel Allowance--Deduction allowed for locations involving unusual transportation costs.

Section 2 - Rental Formula

The rental formula is as follows:

$$[[[(RB \times CI) - (AL + IP)] \text{ GDF}] - TA] \text{ RTL}] + UC = \text{FCR}$$

or calculated FCR is:

RB
x CI
Subtotal 1

- Subtotal 1
(Sub Total 1 x AL) and (Sub Total 1 x IP)
Subtotal 2

x Subtotal 2
GDF
Subtotal 3

- Subtotal 3
TA
Subtotal 4

- Subtotal 4
(Sub Total 4 x RTL-)
Subtotal 5

+ Subtotal 5
UC
FCR

GDF is the geographic differential factor for a particular location.

CI is the facility index:

1.0 Good
0.8 Fair
0.6 Poor

RB is the fair market value for an unfurnished rental unit in Anchorage with a particular number of bedrooms.

RTL is the reduction for required-to-live; when used in the formula the RTL equals .75.

AL is the deduction for amenities lacking.

IP is the deduction for imposition-on-privacy.

TA is the allowance for excessive travel.

UC is the utility charge for all units except bunkhouses.

FCR is the formula calculated rent.

AND:

Amount of rent to be paid shall be the lesser of the following:

1. 25 percent of a member's gross income (standby and overtime compensation excluded) as an employee of the State of Alaska.

or

2. "FCR" resulting from exercise of formula.

Section 3 - Rental Base Schedule

<u>ALL TYPES OF STRUCTURES</u>	<u>NUMBER OF BEDROOMS</u>				
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3 or more</u>	
(Mobile Homes, Apartments or Houses)	\$480	583	686	837	1069.50
	FY 2012 \$526	676	786	1210	1210.
	FY 2013 \$626	726	886	1351	1351.
	FY 2014 \$726	826	1036	1492	1492.

Rental Base Unit Notes:

1. Units are assumed to be unfurnished. All units are to include one (1) refrigerator, one (1) stove, one (1) washer, one (1) dryer, and window coverings.
2. Units are assumed to be in "Good" condition. A lesser condition shall be compensated for by application of the "condition index."

Section 4 - Facility Condition

State housing units are classified into the following three (3) condition categories:

1. "Good"--Wear and tear may be evident and/or is in need of minor repairs; insulation for winter use is adequate or heating plant capacity is able to compensate for inadequate insulation; water is reliable, adequate and safe for household use; reliable and adequate electrical service; reliable and adequate fuel available for heating, hot water and cooking needs.

2. "Fair"--Wear and tear is evident and/or unit is in need of significant repair; insulation for winter use is adequate or heating plant capacity is able to compensate for inadequate insulation. No member shall be required to live in a "fair" condition unit for more than fourteen (14) days in any calendar year.
3. "Poor"--Unit is marginally habitable and is in serious need of repair or insulation for winter use is less than adequate. The heating plant is not able to compensate for lack of insulation. No member shall be required to live in a "poor" condition unit for more than twenty-four (24) hours.

Any member required to occupy a "poor" condition unit shall be paid per diem for each twenty-four (24) hour period or any portion thereof until moved to a "fair" or better unit.

Section 5 - Required to Live

In cases where the commissioner of a department requests and the Commissioner of the Department of Administration approves a member to occupy any State-owned or State-controlled facility for either the protection of State property or for the convenience of the State a deduction of 25 percent is allowable. In no case shall the total deductions reduce the rental base more than 50 percent.

Section 6 - Imposition on Privacy

In cases where the head of a department requests the use of a portion of the facility for the purpose of accommodating official visitors, for use as office space, or for the general convenience of the public, a deduction of 10 percent of the adjusted rent is allowable. Only one (1) deduction is allowed per agency per location. In no case shall the total deductions reduce the rental base more than 50 percent.

Section 7 - Amenities Lacking

A deduction from the adjusted rent equal to 2 percent shall be allowed for the lack of fire and/or police protection up to a maximum of 4 percent for the unit in question. In no case shall the total deductions reduce the rental base more than 50 percent.

Section 8 - Travel Allowance

In some cases the State supplies quarters to members in locations where minimal community services are available only at some distance from the

location of the quarters. In this situation the Department of Administration shall grant a deduction from the chart listed below, to offset the direct economic effects of the unusual transportation costs incurred. The nearest established community as defined in this Section is to be used as the base community for calculating the deduction. A community must be deficient in more than one (1) of the listed services if a town farther away is to be selected as the base for calculating the distance deduction.

<u>Distance in Miles, One (1) Way for Surface Travel or Air Travel If Surface Travel Not Available</u>	<u>Maximum Monthly Deduction</u>
Less than 10 miles	No deduction
10 but less than 20	\$15.00
20 but less than 30	25.00
30 but less than 40	35.00
40 but less than 50	45.00
50 but less than 60	55.00
60 but less than 70	65.00
70 but less than 90	80.00
90 but less than 110	95.00
110 and more miles	110.00

For purposes of calculating a deduction under this Section, an established community is a population center offering the minimal community services listed below on a year round basis, or alternatively, approximately the same seasonal basis as the occupancy of the State rental quarters under consideration. Conformity with this definition, without regard to population size or other criteria, is the sole basis for identification of an established community.

<u>SERVICES</u>	<u>MINIMUM</u>
Medical.....	Physician, one (1) dentist
Educational	Public elementary and high school (unless transportation is provided without charge, to a borough, or district school)
Shopping	Grocery, drugs, clothing, hardware and general household needs
Religious	Congregation of <u>two (2)</u> faiths, or denominations
Public Transportation	Connection with at least one (1) major town or city by common carriers (i.e., trucking, airport, bus)

In no case shall total deductions reduce the Rental Base more than 50 percent.

Section 9 - Geographic Differential Factors

The geographic differential factor for any particular location will be based on the differential specified for that location in Article 15, Section 3's geographic differential table.

<u>Location</u>	<u>Applicable Geographic Differential Factor (GDF)</u>
Anchorage	1.0000
Aniak	1.3928
Barrow	1.3928
Bethel	1.3928
Big Delta	1.1587
Big Lake	1.0000
Cantwell	1.1587
Cold Bay	1.2939
Cold Foot	1.2939
Cooper Landing	1.0000
Cordova	1.1168
Craig	1.0764
Crown Point	1.0000
Delta Junction	1.1587
Dillingham	1.2939
Dutch Harbor	1.2939
Fairbanks	1.0375
Fort Yukon	1.3928
Galena	1.2939
Girdwood	1.0000
Glennallen	1.1168
Haines	1.0764
Harding Lake	1.0764
Healy	1.1587
Homer	1.0000
Hoonah	1.0764
Iliamna/Point Alsworth	1.2939
Juneau	1.0375
Ketchikan	1.0764
King Salmon	1.2939
Klawock	1.1168
Kodiak	1.1587

Kotzebue	1.3928
McGrath	1.3928
Nenana	1.0375
Ninilchik	1.0000
Nome	1.3425
Northway	1.2021
Palmer	1.0000
Petersburg	1.0764
Saint Mary's	1.3928
Sand Point	1.2939
Seven Mile	1.2021
Seward	1.0000
Sitka	1.0764
Soldotna	1.0000
Talkeetna/Trapper Creek	1.0375
Tok	1.1587
Valdez	1.1168
Wrangell	1.0764
Yakutat	1.0764

Note: These ratios are derived from Article 15, Section 3.

~~In the event any geographic differential factor applicable prior to the effective date of this Agreement is lowered, the former geographic differential factor shall apply for so long as a member remains in his/her current geographic location.~~

Should work stations be established in locations not listed above, the Employer and Association agree to meet to negotiate the appropriate geographic differential factor.

IN ART. 15, SECTION 3

Section 10 - Utility Charge

The utility charge shall be ~~two hundred and fifty dollars~~ (\$2500.00) per month for all units.

Section 11 - Mobile Home Pad Rental Rates

The rental rate for mobile home pads shall be fixed at one hundred seventy-five (\$175.00) dollars a month and is not subject to reduction or increase by geographic differential.

Section 12 - Damage Deposit

A damage deposit of ~~two hundred fifty dollars~~ (\$250.00) equal to the first month's rent is required for each unit. This deposit is refundable in full or part based on

the condition of the unit, allowing for reasonable wear and tear, at the time of final inspection.

Section 13 - Clean-up Deposit--Mobile Home Pads Only

A clean-up deposit of two hundred fifty dollars (\$250.00) for each mobile home pad is required for utility disconnect and pad clean-up. This deposit is refundable if upon inspection the pad is found to be clean and free of debris.

Section 14 - Payroll Deductions; Disputed Amounts

Rent and utilities shall preferably be paid by payroll deduction. If a dispute between the State and a member develops concerning the unit's condition as provided for in the Landlord Tenants Act, payment shall continue and the State agrees to establish a separate account into which monthly rent shall be deposited until the dispute is resolved. When a settlement is reached the disputed funds shall be disbursed appropriately.

Section 15 - Bunkhouse Rental Rates

The standard bunkhouse room rental rate shall be one hundred dollars (\$100.00) a month for each occupant.

There shall be no charge for utilities to bunkhouse residents. All bunkhouse units shall be furnished. No damage deposit shall be required by bunkhouse residents.

Section 16 - Pet Limitation

Member occupants that own pets shall ensure that pets are not nuisances and do not create unsanitary conditions in/around quarters. All pets must be leashed or otherwise under direct control of their owners while on State-owned or State-controlled premises. The number of pets shall be limited to two (2). Ownership of kennels, dog teams, livestock, horses and other exotic pets is prohibited on State-owned or State-controlled premises. Owners of pets are responsible and liable for injury, damage or loss caused by their pets.

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ARTICLE 14 - LEAVES OF ABSENCE FOR PERMANENT EMPLOYEES

Section 1 – Personal Leave General

Personal leave shall be earned and used in lieu of all sick and annual leave, except as specified in this Article. Members transferring into the bargaining unit who have annual leave earnings credited to their State annual leave accounts, shall have the annual leave balances transferred to their personal leave account.

- a. Rate of Accrual: A member who has permanent and/or probationary status shall accrue personal leave as follows:
- 1) If the member has less than two (2) years of service: Two (2) working days for each full monthly pay period or 7.39 hours per pay period upon the implementation of a bi-weekly pay schedule if the member has less than two (2) years of service.
 - 2) If the member has two (2) but less than five (5) years of service: Two and one-half (2 ½) working days for each full monthly pay period or 9.23 hours per pay period upon the implementation of a bi-weekly pay schedule if the member has had more than two (2) but less than five (5) years of service.
 - 3) If the member has five (5) but less than ten (10) years of service: Three (3) working days for each full monthly pay period or 11.08 hours per pay period upon the implementation of a bi-weekly pay schedule if the member has more than five (5) but less than ten (10) years of service.
 - 4) If the member has ten (10) or more years of service: Three and one-half (3 ½) working days for each full monthly pay period or 12.93 hours per pay period upon the implementation of a bi-weekly pay schedule if the member has more than ten (10) years of service.
 - 5) Accruals for less than a full month pay periods or a bi-weekly pay period shall be prorated.

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

- b. Changes of Accrual Rate: All accrual rate changes shall become effective the first (1st) day of the pay period following the pay period in which the member completes the service requirement and becomes eligible for the higher accrual rate. Upon implementation of a bi-weekly pay schedule, all accrual rate changes shall become effective on the first day of the pay period in which the service requirement has been met.
- c. Personal SickMedical Leave Bank: ~~Members~~ An employee transferring into the bargaining unit who ~~have~~ has sick leave earnings credited to their State sick leave accounts, shall have fifty percent (50%) of such earnings leave transferred to their personal leave account and fifty percent (50%) transferred to a personal sickmedical leave bank. Effective July 1, 2011, members who were employed on June 30, 2011 shall have fifty percent (50%) of any sick leave transferred to their personal leave account and fifty percent (50%) transferred to a medical leave bank.

Members may use medical leave in the event of a medical disability which prevents the member from working or an illness or injury to the member or the member's immediate family. If the member has no medical leave or if his or her medical leave balance is exhausted during the period of disability/absence, leave will be charged to the member's personal leave balance.

~~On the date of entry into the bargaining unit, a member may draw upon a maximum of fifteen (15) days or the balance in the sick leave bank, whichever is less. Such leave is to be used consistent with the Personnel Rules governing the use of sick leave. There shall be no further additions to the sick leave bank, and the balance can be authorized for use only for those purposes consistent with Personnel Rules regarding the use of sick leave, and only after the personal leave balance has been exhausted, except that any medical disability that prevents the member from performing his/her duties, as certified by the attending physician, that exceeds seven (7) working days shall be charged as follows:~~

- ~~1) — First to the fifteen (15) days referred to in this Section.~~
- ~~2) — Charged to personal leave up to a maximum of seven (7) working days.~~
- ~~3) — After exceeding the seven (7) days charged to personal leave, the additional leave shall be charged to the sick leave bank.~~

4) ~~If the sick leave bank has been exhausted, the leave shall be charged to personal leave.~~

~~Such~~ An injury or illness for which medical leave is taken may require a report from a licensed physician, at the discretion of the supervisor.

- d. Utilization and Disposal: Personal leave shall be used for any and all purposes for which sick and/or annual leave has heretofore been used. Personal leave requests require the prior approval of the supervisor, except in the case of illness or injury to the member. Member requests shall be given full consideration and, to the extent practicable, approved. However, the parties agree that the final decision with regard to approval or disapproval of any request shall be based on the supervisor's evaluation of the needs of the job. If the leave request is denied, the supervisor will, by email or other written notice explain the reason for the denial. When a member takes three or more consecutive work days of personal leave due to an illness or injury, the supervisor may require the member to provide a physician's certificate stating the reason for the absence.

Personal leave accrued but not used shall accumulate until separation, however, at least five (5) days personal leave or comp. time must be used each calendar period (leave year) beginning December 16 and ending December 15 of the succeeding year.

If the member is denied the use of five (5) days in any full leave year, the member shall be entitled to payment for the unused portion. This payment shall be at the rate of one and one-half (1 ½) times his hourly rate and shall be included in the first (1st) regular monthly pay following the close of the leave year in which the denial occurred. The period of time for which payment is made shall be deducted from the personal leave balance. It is understood that, should the member take no action to schedule the five (5) days leave, the State may direct that he/she take the personal leave at any time to satisfy the five (5) day requirement.

- e. Terminal Leave: A member shall receive a lump-sum payment of unused personal leave upon separation from State service. The lump sum payment shall be calculated using the total number of accrued and unused personal leave hours converted to the employee's hourly rate of pay on the date of separation. ~~The lump-sum payment shall equal the compensation that the member would have received if he/she had remained in the service until the expiration of the period of unused personal leave.~~ The sick medical leave bank balance shall be automatically canceled without pay

except in case of death of a member who, at the time of his/her death, is a bargaining unit member. All unused ~~sick~~medical leave shall be paid to his/her beneficiary in a lump sum. Unused compensatory leave will be paid out at the employee's current hourly rate of pay at the time of separation.

- f. Movement from the Unit: If a member transfers to a position outside the bargaining unit without a break in service, the rules or contract provisions that apply to the position to which they transfer will apply, ~~his/her personal leave shall be credited to his/her annual leave account and banked sick leave shall be credited to his/her sick leave account in the new position~~. If the member transfers to a bargaining unit that has a maximum accrual of annual leave, he/she shall be credited up to the maximum annual leave allowed in his/her new position by virtue of transfer of personal leave earnings. Any leave remaining after the transfer of the maximum allowed shall be paid to the member.
- g. Funeral Leave: If a death occurs among members of a member's immediate family, the member shall be excused from work to attend the funeral and make other necessary arrangements from the day of death until the day after the funeral, but not more than a total of five (5) days (not more than a total of ten [10] days if circumstances require the member to leave the State of Alaska). The funeral leave time shall be deducted first from personal leave and then from banked sick leave. Use of additional personal leave may be granted at the Employer's discretion.

Immediate family, for the purposes of funeral leave, shall mean husband, wife, child, father, mother, sister, brother, in-laws, grandparents, grandchildren, and any persons who stand in place of the aforementioned, including step relationships.

- h. Leave Cash-In. Employees having in excess of forty (40) hours of personal leave shall, upon written request to the Employer, receive payment for accrued but unused personal leave, subject to the following limitations:

Under no circumstances may an employee request or receive a leave cash-in that would reduce the employee's accrued personal leave balance below forty (40) hours.

When a member makes a written request to cash in leave or compensatory time, ~~p~~Payment shall be made no later than one (1) pay period following the pay period ~~o~~in which the request was made.

Leave cashed in under this section does not reduce the forty (40) hour mandatory leave requirement in Article 14, Section 1 d. above.

- i. Donation of Leave: Leave donations for medical reasons may be made in accordance with AS 39.20.245(b). The total amount of leave credited to a member's donated leave account shall not exceed three-hundred (300) hours during the life of the current Agreement.

Section 2 - Parental Leave

For members leave for purposes of childbirth and/or adoption shall be consistent with the Federal Family and Medical Leave Act and the Alaska Family Leave Act.

For those members who do not qualify or who are not eligible under either of the Family Leave Acts, immediately preceding and following childbirth, the member giving birth is entitled to take a total of nine (9) weeks leave. This leave shall be charged first to sick leave, and if this is insufficient, to personal leave, then to leave without pay for the balance of the period of nine (9) weeks.

Where a maternity/FMLA/AFLA leave of absence is taken in accordance with the provisions of this section, the member shall accumulate service credit and seniority for the first nine (9) weeks or during the full period of paid leave, whichever is longer.

Section 3 - Military Leave

A member who belongs to 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, as distinguished from active duty, with troops or at field exercises, or for instruction. The leave of absence may not exceed sixteen and one-half (16 1/2) working days in any calendar period beginning December 16 and ending December 15. Any documents supporting the employee's absence will be submitted to their Employer in a timely manner.

A member 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. A member shall be granted three (3) days of administrative leave immediately prior to reporting for active duty.

Section 4 - Leave Without Pay

A member who has exhausted personal leave may be granted up to one (1) year of leave without pay for a compelling reason. Absences up to six (6) months

require division director's approval and absences up to one (1) year require approval of the Commissioner.

Section 5 - Association Leave Bank

There is hereby created an Association Leave Bank for the sole and exclusive use of the Association. The Bank shall be administered and managed solely by the Association and subject to periodic audits by the Employer. Each audit shall be preceded by written notice, at least forty-eight (48) hours prior to the audit. Audits shall not be more frequent than twice each calendar year.

The first (1st) day of accrued personal leave of all new bargaining unit members shall be transferred to the Association Leave Bank. Upon request from the President of the Public Safety Employees Association, the Employer shall transfer from one (1) hour to one (1) day from each bargaining unit member's personal leave account to the Association Leave Bank. Such deductions do not reduce the amount of personal leave use required by Section 1.d. of this Article.

The Association agrees that it shall not use the Leave Bank for any purpose other than bona fide Association business. The Association further agrees that the Leave Bank balance is not returnable to personal leave accounts, not transferable to successor bargaining agents and has no cash value upon de-certification. Notification of absences from duty for business leave shall be made to the appropriate management level as designated in writing by the Employer. Each request shall state specifically the purpose of the absence. Requests for absences for Association business shall not be unreasonably denied.

Section 6 - ~~Other~~ Administrative Leave

~~Other Administrative~~ leave is paid leave used to properly record an excused absence. It shall be granted for the following:

- a. Pre-induction physical examination as ordered by the U.S. Selective Service System.
- b. ~~Jury duty.~~
- ~~e.~~b. Time necessary for grievance administration up to one hundred and fifty (150) hours, the allocation to individual Association representatives to be at the discretion of the Association. The Association shall furnish the State reasonable advance notice when a member is to be absent from his/her station for the purpose of grievance administration.

d.c. When appropriate during a transfer for the purposes of house hunting and moving according to the State Administrative Manual and Article 12, Section 2.e.

e.d. A leave of absence for up to twelve (12) consecutive months from the date of initial injury/illness for a member who has suffered an illness or injury in the line of duty that would normally qualify them for Workers' Compensation. In such instances, the member may be assigned work at the discretion of the Department providing such work assignment does not adversely affect the nature of the illness or injury. Should it be determined the member shall not be eligible to return to full duty and applies for retirement, and retirement is granted prior to the twelve (12) months expiration of administrative leave, the Department's obligation under this provision shall then be nullified. It is the intent of this provision that a member would not be eligible to receive lost wage compensation from Workers' Compensation for that period of time covered by Administrative leave. However, in the event the member does receive lost wage compensation for that period of time covered by Administrative leave, such payment shall be submitted to the Department. In extraordinary circumstances, the parties may mutually agree to modify the provisions of this section. This provision does not apply to probationary recruit employees in training at the academy. These employees, however, shall be subject to eligibility of the Alaska Workers' Compensation Act.

Section 7 -- Recruitment Incentive Leave

Any member that recruits a candidate that successfully completes the Academy shall have twenty (20) hours of personal leave credited to their leave account. If this same candidate successfully completes their probationary period, the member shall have an additional twenty (20) hours of personal leave credited to their leave account.

In order to be eligible for the recruitment incentive leave, the member must adhere to the Department policy on recruitment.

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ARTICLE 15 - WAGES

Section 1 - Classification Plan Scope of the Bargaining Unit

The Public Safety Officers Unit consists of the following job classifications:

Airport Police & Fire Officer I	Investigator II, P.S.
Airport Police & Fire Officer II	Investigator III, P.S.
Airport Police & Fire Officer III	Security Specialist I, P.S.
Airport Police & Fire Officer IV	Security Specialist II, P.S.
Sergeant, P.S.	Staff Sergeant, P.S.
Corporal, P.S.	State Trooper
Court Service Officer	Technical Sergeant, P.S.
State Trooper Recruit—Academy	Warrant Officer, P.S.
State Trooper Recruit—Field Training	Deputy Fire Marshal I
Airport Screening Officers	Investigator I, P.S.

The unit classifications listed above may be modified by the Alaska Labor Relations Agency (ALRA) or by mutual consent of the parties.

Section 2 – Salary Schedule

a. Semi-monthly Schedule

Range No. AA-1A	-Step -A	-Step -B	-Step -C	-Step -D	-Step -E	-Step -F	-Step -G	-Step -H	-Step -I	-Step -J	-Step -K	-Step -L	-Step -M
73	1,752.00	1,817.50	1,885.50	1,956.00	2,029.50	2,105.50	2,184.50	2,266.50	2,351.50	2,439.50	2,531.00	2,626.00	2,724.50
-	20.22	20.07	21.76	22.57	23.42	24.29	25.21	26.15	27.13	28.15	29.20	30.30	31.44
74	1,885.50	1,956.00	2,029.50	2,105.50	2,184.50	2,266.50	2,351.50	2,439.50	2,531.00	2,626.00	2,724.50	2,826.50	2,932.50
-	21.76	22.57	23.42	24.29	25.21	26.15	27.13	28.15	29.20	30.30	31.44	32.61	33.84
75	2,029.50	2,105.50	2,184.50	2,266.50	2,351.50	2,439.50	2,531.00	2,626.00	2,724.50	2,826.50	2,932.50	3,042.50	3,156.50
-	23.42	24.29	25.21	26.15	27.13	28.15	29.20	30.30	31.44	32.61	33.84	35.11	36.42
76	2,184.50	2,266.50	2,351.50	2,439.50	2,531.00	2,626.00	2,724.50	2,826.50	2,932.50	3,042.50	3,156.50	3,275.00	3,398.00
-	25.21	26.15	27.13	28.15	29.20	30.30	31.44	32.61	33.84	35.11	36.42	37.79	39.21
77	2,351.50	2,439.50	2,531.00	2,626.00	2,724.50	2,826.50	2,932.50	3,042.50	3,156.50	3,275.00	3,398.00	3,525.50	3,657.50
-	27.13	28.15	29.20	30.30	31.44	32.61	33.84	35.11	36.42	37.79	39.21	40.68	42.20
78	2,531.00	2,626.00	2,724.50	2,826.50	2,932.50	3,042.50	3,156.50	3,275.00	3,398.00	3,525.50	3,657.50	3,794.50	3,937.50
-	29.20	30.30	31.44	32.61	33.84	35.11	36.42	37.79	39.21	40.68	42.20	43.78	45.40
79	2,724.50	2,826.50	2,932.50	3,042.50	3,156.50	3,275.00	3,398.00	3,525.50	3,657.50	3,794.50	3,937.50	4,086.50	4,241.50
-	31.44	32.61	33.84	35.11	36.42	37.79	39.21	40.68	42.20	43.78	45.40	47.08	48.81

Service Steps

An employee who has served two years at Step F will advance to Step J. Every two years thereafter, an employee will be eligible for a 3.75% step increase. Service steps will only be awarded through a performance evaluation in which the employee is considered to have "acceptable or better service."

Pay Increments

Pay increments, computed at the rate of 3.75% of the employee's base salary, shall be provided after the employee has served two years in a given range at Step F or at the previous pay increment, provided that at the time the employee becomes eligible for the pay increment, the employee receives a current annual rating by his or her supervisor of "acceptable or better service" (i.e. mid-acceptable or higher).

If a pay increment is delayed due to an untimely performance evaluation, upon receipt of the evaluation with an annual rating of "acceptable or better", the pay increment will be granted retroactive to the employee's pay increment anniversary date.

If additional ranges are needed during the life of the Agreement, the uniform 3.75 percent difference between steps shall be maintained.

~~b.a.~~ Effective July 1, 2011~~08~~, the wage schedule provided in Section ~~2.a.~~ in effect on June 30, 2011~~0~~ shall be increased by ~~two five~~ percent (~~2%~~) (~~5%~~).

~~e.b.~~ Effective July 1, 2012~~09~~, the wage schedule provided in Section ~~2.a.~~ in effect on June 30, 2012~~4~~ shall be increased by an additional ~~two three~~ percent (~~2%~~) (~~3%~~).

~~d.c.~~ Effective July 1, 2013~~0~~, the wage schedule in effect on June 30, 2013 ~~provided in Section 2.a.~~ shall be increased by an additional ~~three one~~ percent (~~31%~~).

Salary schedules are maintained at the Department of Administration's website.

~~e.d.~~ Assigned Training Pay – For members attending the Alaska State Trooper Recruit Academy, Court Services Officers attending their initial training program, or Airport Police & Fire Officers I attending the basic law enforcement school, the following conditions shall apply.

- 1) The hourly rate of pay shall be computed by the following formula:

Semi-monthly base salary x .00491=basic training rate of pay.

Members shall be paid as follows:

- a) Regular Duty Day: The member shall be paid eight (8) hours at straight-time and four (4) hours at the time and one-half (1 ½) rate of the basic training rate of pay; and
 - b) Regular Day Off (Sixth [6th] and Seventh [7th] Day) and Non-floating Holiday: The member shall be paid eight (8) hours at the time and one-half (1½) rate of the basic training rate of pay.
- 2) Members shall be assigned an uninterrupted and unpaid sleep period in compliance with Fair Labor Standards Act.

Section 3 – Education Incentive Premium Pay

Members who possess or achieve a Bachelor's degree from an accredited institution of higher education shall receive a one time only step increase with proof of degree.

A member holding an Intermediate Police Certificate issued by the Alaska Police Standards Council shall receive a 3% differential above the member's base rate of pay. This pay shall not apply if a member receives a Pilot or SERT premium pay, nor will this pay apply if a member receives a step increase due to possession of a Bachelor's degree.

A member holding an Advanced Police Certificate issued by the Alaska Police Standards Council shall receive a 3.75% differential above the member's base rate of pay. This pay shall not apply if a member receives a Pilot or SERT premium pay, nor will this pay apply if a member receives a step increase due to possession of a Bachelor's degree.

Section 4 - Geographic Differential

<u>Duty Station</u>	<u>Percentage Above Basic Pay Plan for Fiscal Year 2012</u>	<u>Percentage Above Basic Pay Plan for Fiscal Year 2013</u>	<u>Percentage Above Basic Pay Plan for Fiscal Year 2014</u>
Anchor Point	0%	0%	0%
Anchorage	0%	0%	0%
Anchorage Intl. Airport	0%	0%	0%
Aniak	40%	50%	50%

Anvik	40%	50%	50%
Auke Bay	2%	5%	5%
Barrow	46%	50%	50%
Bethel	44%	50%	50%
Camp Carroll	0%	0%	0%
Cantwell	150%	150%	150%
Chena River	3%	3%	3%
Chignik	39%	50%	50%
Chitina	0%	0%	0%
Cold Bay	39%	50%	50%
Coldfoot Camp	32%	37%	37%
Cordova	11%	11%	11%
Craig	0%	0%	0%
Deadhorse	46%	50%	50%
Delta Junction	150%	150%	150%
Denali	0%	0%	0%
Dillingham	32%	37%	37%
Douglas	2%	5%	5%
Dutch Harbor	44%	60%	60%
Eagle	0%	0%	0%
Eagle River	0%	0%	0%
Eielson AFB	3%	3%	3%
Elfin Cove	0%	0%	0%
Elmendorf AFB	0%	0%	0%
Emmonak	40%	50%	50%
Fairbanks	3%	3%	3%
Finger Lake	0%	0%	0%
Fort Richardson	0%	0%	0%
Fort Wainwright	3%	3%	3%
Fort Yukon	37%	37%	37%
Galena	34%	37%	37%
Girdwood	0%	0%	0%
Glennallen	11.250%	11.250%	11.250%
Gustavus	0%	0%	0%
Haines	7.50%	7.50%	7.50%
Harding Lake	3%	3%	3%
Healy	150%	150%	150%
Homer	0%	0%	0%
Hoonah	7.50%	7.50%	7.50%
Iliamna	40%	50%	50%
Juneau	2%	5%	5%
Kenai	0%	0%	0%
Ketchikan	7.50%	7.50%	7.50%
King Cove	39%	50%	50%
King Salmon	39%	50%	50%
Klawock	11.250%	11.250%	11.250%
Kodiak	11%	11%	11%
Kotzebue	51%	60%	60%
Kulis ANG Base	0%	0%	0%

<u>Mackenzie Point</u>	0%	0%	0%
<u>Matanuska</u>	0%	0%	0%
<u>McGrath</u>	34%	37%	37%
<u>Mount Edgecumbe</u>	5%	5%	5%
<u>Nancy</u>	0%	0%	0%
<u>Nenana</u>	3.750%	3.750%	3.750%
<u>Ninilchik</u>	0%	0%	0%
<u>Nome</u>	37%	37%	37%
<u>Northway</u>	18.75%	18.75%	18.75%
<u>Palmer</u>	0%	0%	0%
<u>Pelican</u>	0%	0%	0%
<u>Petersburg</u>	7.50%	7.50%	7.50%
<u>Point Alsworth</u>	40%	50%	50%
<u>Port Moller</u>	39%	50%	50%
<u>Saint Marys</u>	40%	50%	50%
<u>Sand Point</u>	39%	50%	50%
<u>Seward</u>	0%	0%	0%
<u>Sitka</u>	5%	5%	5%
<u>Skagway</u>	0%	0%	0%
<u>Soldotna</u>	0%	0%	0%
<u>Sterling</u>	0%	0%	0%
<u>Sutton</u>	0%	0%	0%
<u>Talkeetna</u>	3.750%	3.750%	3.750%
<u>Tazlina</u>	0%	0%	0%
<u>Tenakee Springs</u>	0%	0%	0%
<u>Tok</u>	150%	150%	150%
<u>Unalakleet</u>	42%	50%	50%
<u>Unalaska</u>	44%	60%	60%
<u>Valdez</u>	11%	11%	11%
<u>Wasilla</u>	0%	0%	0%
<u>Whittier</u>	0%	0%	0%
<u>Willow</u>	0%	0%	0%
<u>Wrangell</u>	7.50%	7.50%	7.50%
<u>Yakutat</u>	7.50%	7.50%	7.50%

Location _____ Steps Above Basic Pay Plan

<u>Anchorage</u> _____	0
<u>Aniak</u> _____	9
<u>Barrow</u> _____	9
<u>Bethel</u> _____	9
<u>Big Delta</u> _____	4
<u>Big Lake</u> _____	0
<u>Cantwell</u> _____	4
<u>Cold Bay</u> _____	7
<u>Cold Foot</u> _____	7
<u>Cooper Landing</u> _____	0

Cerdeva	3
Craig	2
Crown Point	0
Delta Junction	4
Dillingham	7
Dutch Harbor	7
Fairbanks	1
Fort Yukon	9
Galena	7
Girdwood	0
Glennallen	3
Haines	2
Harding Lake	2
Healy	4
Homer	0
Hoonah	2
Iliamna/Pt. Alsworth	7
Juneau	1
Ketchikan	2
King Salmon	7
Klawock	3
Kodiak	4
Kotzebue	9
McGrath	9
Nenana	1
Ninilchik	0
Nome	8
Northway	5
Palmer/Wasilla	0
Petersburg	2
Saint Mary's	9
Sand Point	7
Seven Mile	5
Seward	0
Sitka	2
Soldotna/Kenai	0
Talkeetna/Trapper Creek	1
Tok	4
Valdez	3
Wrangell	2
Yakutat	2

Effective June 30, 2014, the above table will be modified to reflect a 0% geographic differential for the following fifteen (15) locations: Cantwell, Delta Junction, Glennallen, Haines, Healy, Hoonah, Ketchikan, Klawock, Nenana, Northway, Petersburg, Talkeetna, Tok, Wrangell, and Yakutat.

In the event any geographic differential paid prior to the effective date of this Agreement is lowered, the salaries of affected members, except in the case of a demotion, shall be frozen for so long as they remain in their current geographic differential area, or until salary increases or changes in the member's position result in the member receiving a higher salary than the frozen amount. In the case of a demotion or promotion, the member's geographic differential received by the member immediately prior to the demotion shall be frozen at the rate in effect prior to the demotion or promotion for as long as the member remains within the same geographical area.

Except as provided above, after the effective date, members appointed to positions at duty stations covered by a different geographic differential shall be paid at the appropriate new differential.

Should work stations be established in locations not listed above, the Employer and Association agree to meet to negotiate the appropriate geographic differential.

Section 5 - Shift Differential

- a. Swing Shift: Notwithstanding (c) below, all members while assigned to a shift that begins between 12:00 noon and ~~7:59:00~~ p.m. shall be paid an additional amount that equals 3.75 percent above their regular rate for all hours so worked.
- b. Grave Shift: Notwithstanding (c) below, all members while assigned to a shift that begins between 8:00 p.m. and ~~3:59:00~~ a.m. shall be paid an additional amount that equals 7.5 percent above their regular rate for all hours so worked.
- c. Should a member on a shift with a pay differential be temporarily reassigned to a shift that pays less or no shift differential, the member shall receive the shift differential associated with the shift prior to the temporary assignment. For purposes of this section, "temporary reassignment" shall include all involuntary duty, including but not limited to, court appearances, training, meetings, temporary duty assignments, and recall. This provision excludes Section 16 of the current Bargained Agreement or members injured off-duty.
- d. Employees returning to limited duty while on worker's compensation or injury leave will be entitled to the shift differential received at the time of injury. A member returning to limited duty from a non-work related injury will be paid the differential of the shift assigned.

- e. All members who work a "relief" shift, i.e., one in which the starting time varies throughout a workweek encompassing more than one shift, e.g., two "day" shifts/two "grave" shifts/one "swing" shift in an eight (8) hour shift schedule, shall be paid the highest differential worked that workweek in addition to their base wage rate as recited at Article 15, Section 2.a. for all hours worked, regardless of the time any shift begins.
- f. In compliance with the Fair Labor Standards Act, for the purpose of overtime computation, shift differentials shall be included in the calculation of the straight time hourly rate of pay.
- g. A member's shift differential entitlement, as detailed within the Agreement, only applies to hours worked. Shift differential is not paid on hours not worked, e.g., leave of any kind, compensation time usage, etc.

For DOT/PF members only:

APFOs will receive a grave shift differential for all hours worked between 0000 and 0800. Members will receive a swing shift differential for all hours worked between 1600 and 0000. For example, members with assigned shift hours of 0600 to 1800 will receive 2 hours of grave shift differential and 2 hours of swing shift differential.

Section 6 - Holiday Worked

When a member is required to work on his/her designated non-floating holiday, he/she shall be paid at the rate of one and one-half (1 1/2) times his/her regular pay in addition to being paid for the holiday.

A member required to work on his/her designated non-floating holiday may elect to add to his/her accrued personal leave one and one-half (1-1/2) hours for each hour worked in lieu of cash payment. Such increases to personal leave shall require the approval of the Employer.

Section 7 - FTO/OIC Differential

- a. Department of Public Safety
 - 1) A member assigned to Field Training Officer (FTO) duty shall receive a pay differential of seven and one-half percent (7.5%) of the member's regular hourly rate for each hour worked in that capacity.

- 2) A member assigned by the supervisor to Officer-In-Charge (OIC) duty shall receive a pay differential of five percent (5%) of the member's regular hourly rate for each hour worked in that capacity. This differential shall apply only to members when supervising other members of equal or higher rank, or to State Troopers supervising Court Services Officers.
 - 3) -A member shall receive a pay differential of 3.75% of the member's regular hourly rate when assigned supervisory functions over non-members for a duration of thirty (30) days or more and shall be considered an OIC.
 - 4) Differentials in #2 and #3 above can not be compounded.
- b. Department of Transportation and Public Facilities
- 1) A member assigned to FTO duty shall receive a pay differential of seven and one-half percent (7.5%) of the member's regular hourly rate for each hour worked in that capacity.
 - 2) A member assigned to Watch Commander (WC) duty shall receive a pay differential of five percent (5%) of the member's regular hourly rate for each hour worked in that capacity
- c. When a Department of Public Safety member is simultaneously assigned to FTO and OIC duties, and when a Department of Transportation and Public Facilities member is simultaneously assigned to FTO and AWC duties, the member shall receive a pay differential of ten percent (10%) of the member's regular hourly rate for each hour worked in those capacities.
- d. Nothing in this section precludes eligibility for other premium pay.

Section 8 - Standby

Members may be required to be available for standby duty. In such instances, the members' names shall be placed on a standby roster for the designated period of time of such requirement. Assignments to a standby roster shall be equitably rotated among members normally required to perform the anticipated duties. Except during emergencies, standby shall not be assigned during a member's RDOs.

Two hours of pay at the regular straight time hourly rate shall be paid to a member who is assigned to a standby roster for up to twenty-four (24) hours. When assigned to standby on their RDO due to an emergency the member shall receive an amount equal to three (3) hours pay at the regular straight time hourly rate. If members are assigned to the standby roster on a non-floating holiday, they shall receive an amount equal to four (4) hours pay at the member's regular straight time hourly rate.

A member must be notified by means of a published schedule, or by telephone, as to when the assigned periods of standby begin and end.

Standby pay is for the purpose of compensating the member for being available for work. Standby pay is not intended as compensation for any work performed by the member.

Section 9 - Recall

- a. If a member is recalled to work after the completion of his/her regular shift, the member shall be paid a minimum of three (3) hours pay at the appropriate overtime rate. ~~Provided that should total call-back hours worked exceed three (3); the member shall receive pay at the appropriate overtime rate for all such hours worked.~~ "Recall" shall be defined as the notification of a member after completion of his/her regular shift and having left the premises of the Employer and the requirement that he/she report for duty at a time prior to the commencement of his/her next scheduled shift and not connected to the next shift.

- b. ~~Upon completion of any specific, non-emergency duties for which a member was recalled, the member is entitled to return to off-duty status. Upon completion of any specific emergency duties for which a member was recalled, the member is entitled to return to off-duty status, provided that the Department can assign the member to handle other emergencies that occur during the minimum call back period, and before the member goes off duty, without incurring additional call back liability. A recalled member who works less than three (3) hours shall not be assigned "make work" in an effort to fill in the minimum guarantee. However, the Employer may assign a member to handle an emergency within three (3) hours of the initial recall without incurring a second minimum guarantee, even where the member has left the workplace.~~

Section 10 - Telephone Calls

When a member receives telephone call(s) during off-duty hours that require work, he/she shall receive a minimum of one-half (1/2) hour pay, or actual time spent, whichever is greater, at an appropriate rate. The member shall report on his/her timesheet the start and stop times of all work performed in connection with off-duty telephone calls. Multiple calls during the same one-half hour period of time are considered as one call. The member may receive one-half hour pay for up to three separate and distinct calls received during an off-duty period. Upon receiving the fourth call during one off-duty period, the member shall be entitled to an additional 1.5 hours pay at the appropriate rate of pay. In no case shall the member be entitled to more than 3.0 hours pay in a single off-duty period for answering phone calls, unless more time has actually been worked.

"Work" does not include responding to brief administrative questions that must be answered before the employee's next shift.

For flexible shift schedule posts, calls received during other than sleep hours shall count toward the workweek requirement. "Telephone call" hours during a sleep period shall not be credited toward the forty (40) hour workweek requirement.

Telephone call pay shall not be pyramided.

Section 11 - Early Call-in

If a member is notified within four (4) hours after the completion of his/her shift that he/she is to report for duty prior to his/her next scheduled shift, he/she shall be paid at the appropriate overtime rate. If the member is notified later than four (4) hours after the completion of his/her shift that he/she is to report for duty prior to his/her next scheduled shift, he/she shall receive a minimum of two (2) hours at the appropriate overtime rate. Provided, however, that if the early call-in is for one hour or less before the normal shift starting time, only the actual time worked shall be compensated; the rate to be straight time or overtime as appropriate. "Early call-in" shall be defined as the notification of a member to report early and contiguous with his/her next regular scheduled shift.

Section 12 - Interruption of Vacation/Leave

Occasionally, due to necessity, a member will be required to interrupt his/her vacation leave and return to duty status. It is agreed that this is not desired by either party and it is the parties' intent to keep this to a minimum. However, as this does occasionally occur, the following provision will control.

Prior to beginning vacation leave, the member is required to clear with the appropriate judicial officer before beginning the vacation leave, and inform the scheduling supervisor in writing of this action in order to be eligible for compensation in this section.

When the member begins the trip from the vacation site to the work location, the member will be placed in travel status ~~and the State will be responsible for the member's reasonable transportation costs.~~ At completion of the trip, the member will be compensated at the overtime rate. Upon arrival at the work location, the member shall be placed in normal duty status and compensated at the overtime rate for all hours worked.

When the member's presence is no longer required, the member shall have the option of being returned to the vacation leave site or remaining. In any event, every reasonable effort shall be made to allow the member to extend the vacation by the interrupted period. If the member chooses to return to the vacation leave site, the member will be placed in travel status from the time the trip begins until it ends and will be compensated at the overtime rate. ~~The State is responsible for reasonable transportation costs.~~

FLEXIBLE SCHEDULE – INTENT LANGUAGE

The intent of a flexible schedule workweek is for the employee to address his/her work schedule throughout the workweek to accommodate the work load, such as an extended number of hours to be worked during a village visit or complex investigation. It is acknowledged that during the course of a flexible schedule workweek, hours worked earlier in the week may cause a decision to be made by a supervisor as to whether overtime is necessary to complete the employee's scheduled workweek, or whether the employee is going to take the rest of the workweek off in conjunction with his/her RDOs. It is not the intent of a flexible schedule to allow the Employer to split shifts or shorten a shift in the middle of the week for a planned event, unless it is mutually agreed upon with the employee.

It is the intent of a flexible schedule that an employee advise his/her supervisor of the status of his/her shift or hours remaining in a workweek so that his/her supervisor can plan for coverage later in the employee's workweek as necessary. Employees on a flexible schedule shall normally be in contact with their supervisor when it is apparent the normal workweek is changing. In any case, the employee should be in contact with the supervisor when they reach 32 hours and it is apparent that the 40-hour workweek shall be complete prior to the end of the normal 5-day workweek, unless other arrangements are in place for supervisor notification. This is to ensure that a supervisor can assign overtime or elect to re-schedule other employees to cover the needed shifts or standby time.

Section 13 - Nonscheduled or Flexible Scheduled Posts

(This Section only applies to Department of Public Safety, Alaska Wildlife Troopers and members within the Alaska Bureau of Alcohol and Drug Enforcement members only.)

The Employer reserves the right to designate posts and assignments as being on a "flexible schedule." The workweek for these posts and assignments shall be based on a total workweek of forty (40) hours rather than the normal daily schedule. Paid leave and non-floating holidays shall be considered as pay status.

Members stationed at nonscheduled posts and the detachment/bureau Commander, or designee, shall mutually agree on a flexible schedule that shall specify the workdays and the workweek. The member shall complete forty (40) hours in pay status each workweek. These hours are to be completed within a five (5) day period beginning on the first (1st) day following his/her regularly scheduled days off.

Each agreed-upon schedule shall be in writing, and shall state:

1. The member's normal and anticipated hours of work for each workday. It shall also specify the member's "sleep hours."

"Sleep hours" are those eight (8) consecutive hours that a member shall not normally be interrupted by a call to duty.

2. The member's normal and anticipated workdays for each workweek.
3. The member's normal and anticipated two (2) consecutive regular days off.
4. The member's normal and anticipated workweek. The first (1st) workday of the workweek shall be the first (1st) duty day after the normal and anticipated scheduled regular days off. If no workweek is designated, the workweek shall be Sunday midnight to Sunday midnight.
5. A provision for the authorization and utilization of overtime for all hours in pay status beyond forty (40) hours within a workweek.
6. A provision for the authorization and application of "recall." For the purposes of this Agreement, "Recall" for a member on a flexible schedule shall be treated as follows:

If a member is recalled to work during his/her scheduled "sleep hours, regular day off (RDO) or holiday," the member shall be paid a minimum of three (3) hours pay at the appropriate overtime rate, or credited with a minimum of four and one-half (4 ½) hours of straight time to be counted towards his/her forty (40) hour workweek requirement. Should total call-back hours worked exceed three (3) hours, the member shall receive pay at the appropriate overtime rate for all such hours worked, or credited with the number of hours worked, four and one-half (4 ½) hours minimum at the straight-time rate, towards his/her forty (40) hour workweek requirement. For the purposes of this Section, it shall be management's right to decide whether to pay the member for overtime, or credit his/her hours toward the member's workweek requirement. If overtime is paid for these "recall" hours, those hours paid shall not be credited towards the forty (40) hour workweek requirement.

7. The duration of the agreed-upon flexible schedule that shall not be less than one (1) workweek.

8. A procedure for the termination or modification of the agreed-upon schedule, with not less than seven (7) calendar days written notice by either party.
9. Flexible schedules shall be reviewed at a minimum of every six months. The review shall be initiated when management instructs the member to propose a new flexible shift schedule, or when the member requests a new schedule be negotiated and submits a proposal. The member may submit the current flexible shift schedule. The member and the designated supervisor shall meet within seven (7) days of the submission of the proposed schedule to discuss any changes and determine if a schedule can be agreed upon.
10. Should the member and the designated supervisor be unable to agree upon a new flexible shift schedule, the member shall remain on his /her previous flexible shift schedule until the dispute is resolved. The first level of review for a disputed flexible shift schedule shall be the Detachment/Bureau Commander. If the dispute is not resolved at that level, it shall be submitted to an Independent Review Board consisting of one member appointed by PSEA, one member appointed by the Department and one member agreed upon by the two review board members.

A copy of each flexible schedule initiated shall be forwarded to the Association business office within three (3) working days of the date on which it is signed. ~~The parties shall utilize the form contained in Appendix 1 of this contract.~~

Shift differential pay for the normally scheduled flexible workday shall be in accordance with Article 15, Section 4. However, hours worked outside the normally scheduled flexible workday shall receive the appropriate shift differential for the time the work was performed.

Section 14 - Workweek

- a. The normal workweek shall ~~be consist of~~ forty (40) hours in pay status from Sunday midnight to Sunday midnight within a maximum of five (5) days per week or eighty (80) hours bi-weekly, including a paid lunch period of one-half (½) hour for days worked less than 12 hours or two one-half (½) hour lunch periods for days worked more than 12 hours. The workweek schedule shall be no more than five (5) work days with no less than two (2) consecutive days off. Unless the member is on layoff or on leave without pay, the member is guaranteed a forty (40) hour workweek or 80 hours bi-weekly provided he/she is ready, willing and able to work.

- b. Members shall receive overtime for all hours in pay status over the member's normal scheduled work day. Overtime shall be paid at one and one-half times (1 ½) of the member's regular hourly rate for all hours authorized in pay status. Overtime shall not be pyramided.
- c. Overtime shall be paid in cash except where a member requests and management approves compensatory time. All compensatory time agreements must be in accordance with the Fair Labor Standards Act.

Compensatory time shall be accrued at the rate of one and one-half (1 1/2) times the actual hours at which the time was worked.

The Employer can require a member, who has in excess of two hundred (200) hours of accrued compensatory time, to present a plan to reduce his/her compensatory time balance to two hundred (200) hours within a reasonable period of time.

The Employer may require that a member reduce his or her compensatory time balance through cash out or use before he or she changes geographic locations.

~~Hours used for compensatory time off shall be considered as hours worked.~~

- d. The Employer shall make every reasonable effort not to schedule a member for duty on his/her days off.

Section 15 - Continuous Hours of Work

If a member is assigned by the Employer and is required to work in excess of sixteen (16) continuous hours, except Sea Duty, those hours in excess of sixteen (16) continuous hours shall be paid at double-time.

Section 45-16 - Sea Duty Pay

(This section applies to Department of Public Safety members only)

This Section shall apply to members who are assigned to Sea Duty for more than twenty-four (24) consecutive hours.

1. Members on Sea Duty shall be assigned an uninterrupted sleep period in compliance with FLSA.

2. An uninterrupted meal period shall be allowed for each meal, not to exceed three (3) meals per day.
3. The hourly rate of pay while assigned to Sea Duty shall be computed by the following formula:

$$\frac{\text{Monthly salary} \times 0.00212 \text{ } 0.344 \text{ } 0.367 \times \text{annualized hourly rate}}{\text{Sea Duty Hourly Rate of Pay}} =$$

4. All hours of Sea Duty shall be considered hours worked, therefore on:
 - a) Regular Duty Day: The member shall be paid eight (8) hours at the straight rate and sixteen (16) hours at the time and one-half (1 ½) rate of Sea Duty Hourly Rate of Pay; and
 - b) Regular Day Off (Sixth [6th] and Seventh [7th] day) and Non-floating Holiday: The member shall be paid eight (8) hours at the time and one-half (1½) rate and sixteen (16) hours at the double time rate of the Sea Duty Hourly Rate of Pay.

For each thirty (30) days Sea Duty, the member shall be provided with ten (10) days of Shore Duty. When assigned to Shore Duty, members shall revert to the standard provisions of this Agreement.

The normal accrual rate for personal leave and credit for non-floating holidays shall not be changed by this Section.

Sea Duty Hourly Rates of Pay shall not be used in the computation of overtime rates when the member is not assigned to Sea Duty. Overtime pay during a workweek that includes Sea Duty shall be paid on the basis of the work performed during the overtime hours in accordance with 29 CFR Sec 778.419.

Section 46-17 – Village Visits and Field Remain Overnight (RON)

Members assigned to a village visit RON for AST shall receive standby pay in addition to each assigned duty pay.

Members assigned to Field RON for AWT shall receive at least two (2) hours of time worked at the rate of one and one-half (1.5) times the regular rate of pay in addition to each regularly assigned duty day. This time worked at the rate of one and one-half (1.5) times the regular rate of pay will not count towards the forty (40) hour flex threshold unless agreed to by the member.

Section 47-18 - Investigator Assignments

A Trooper, Range 76, and/or an Airport Police & Fire Officer (AP&FO) II or III, Range 75 or 76, who has received written delegated authority by the Division Director to be trained as an investigator and performs the full duties of the higher range for more than six (6) consecutive or cumulative months, shall be paid for all subsequent days at the Range 77 at their current step. Management shall review the delegated authority after a Trooper, Range 76, or an AP&FO II or III, Range 75 or 76, has been paid to perform as an investigator for a year and after each six (6) months interval thereafter. Members promoted to another position directly from the investigator assignment shall have their promotion placement based on their current rate of pay as an investigator. Upon commencement of the duties of their regular position, the member shall return to their normal rate of pay.

Effective July 1, 2011, all members assigned to perform investigator duties who met the criteria to be paid at the Range 77 prior to July 1, 2008 shall be placed at a step that reflects the step that would have been earned if the initial step placement occurred in accordance with the above language. The affected members shall be paid the new step prospectively but not retroactively.

Section 48-19 - Master & Mate Pay

A classified Trooper, Range 76, or a classified Corporal, Range 77, who has received written delegation from the Division Director and performs the duties of any of the positions listed below, shall be paid for all hours of compensation in accordance with the pay differential applied to the appropriate hourly rate of pay as specified below. This pay differential applies only to employees specifically designated as a Master or Mate and during the time that they are assigned as a Master or Mate.

<u>SPECIAL DUTY</u>	<u>VESSEL SIZE</u>	<u>PERMANENT RANK</u>	<u>PAY DIFFERENTIAL</u>
Master	100+ ft	Corporal	3.75%
Master	100+ ft	Trooper	7.5%
Mate	same	Trooper	3.75%
Master	65-99 ft	Trooper	3.75%

A Trooper, Range 76, performing the duties of a Master or Mate, is not eligible for OIC differential pay.

Section 49-20 - Acting in a Higher Classification

When a bargaining unit member receives a written assignment to perform many essentially all of the duties of a specific position in a higher pay range than the member's own for fifteen (15) consecutive calendar days or more, the member

will be paid for such time worked, retroactive to the first day, at the first step in that higher pay range that is above the member's current pay rate. If the assignment requires a member to perform the work of a position outside the bargaining unit, the member will remain a member of the bargaining unit and continue to have all the rights and obligations of a bargaining unit member, including the payment of dues and entitlement to health coverage.

Leave used or cashed out while a bargaining unit member is acting in a higher classification shall be paid at the bargaining unit member's regular rate of pay.

Section 20-21 - Instructor Premium Pay

A member assigned to give instruction to other employees of the department as an additional assignment to their regular duties shall receive a five percent (5%) premium pay in addition to their regular rate of pay for all hours worked in preparation, presentation and travel associated with the course of instruction.

Section 21-22 - Diver Premium Pay

A member assigned as a department diver shall receive a five percent (5%) premium pay in addition to their regular rate of pay for all hours worked while actually engaged in diving activities or while training or preparing for diving activities.

Section 22-23 -- Motor Unit on Highway Premium Pay

All members who are designated as current authorized Department of Public Safety motorcycle operators shall receive a pay differential of five percent (5%) of their regular hourly rate for all hours worked while actually riding, either in patrol or during training exercises.

Section 23-24 - SERT Premium Pay

All members who are designated as current, authorized- SERT members shall receive a pay differential of 5.0% of their hourly rate for all hours in work status.

Section 24-25 - Explosive Ordinance Disposal (EOD) Premium Pay

All members who are designated as current certified EOD technicians shall receive a pay differential of 5.0% of their regular hourly rate for all hours worked while actually engaged in explosive ordinance disposal activities, including training.

Section 25-26 -- Pilot Flight Time Premium Pay

All members who are designated as current authorized Department of Public Safety pilots shall receive a pay differential of 5.0% of their regular hourly rate for all hours in work status. This applies only to those members on active flight status.

None of the above aforementioned premium pays may be compounded or pyramided unless specifically identified above.

Section 27 – Canine Handler Pay

Canine handlers shall be paid one hour of on-duty time per work day for routine canine care at the appropriate rate. On non-duty days, canine handlers shall be paid for one hour of routine canine care at the appropriate rate if the dog is in their care.

Section 28 – APFO Alternate Workweek

This section applies only to DOT/PF members.

Members shall, by classification seniority, select between two day shifts and two evening shifts. The start/stop times and regular days off will be as follows:

0600 – 1800 hours with Fri/Sat/Sun as regular days off

1800 – 0600 hours with Fri/Sat/Sun as regular days off

0600 – 1800 hours with Mon/Tue/Wed as regular days off

1800 – 0600 hours with Mon/Tue/Wed as regular days off

Each shift shall have every other Thursday as a regular day off. One workday during each 14-day period shall be scheduled as an 8-hour shift.

The normal work period shall consist of 14 consecutive days. The member shall be guaranteed 6 work days of 12 hours and 1 work day of 8 hours within the work period, unless the member is on personal leave, suspension, layoff or leave without pay. The 8 hour day that occurs once every two weeks shall be decided by the officers based on seniority. APFO IV positions at the Fairbanks International Airport may be exempt from the 12-hour shift schedule.

Work performed by a member in excess of 80 hours in work status during a work period shall be paid at the rate of 1.5 times the member's regular hourly rate of pay. Work performed in excess of 12 hours in work status during a work day shall be paid at the rate of 1.5 times the member's regular rate of pay.

With the exception of floating holidays, a member who works a designated holiday shall be paid at the rate of 1.5 the member's regular hourly rate of pay for the first 8 hours worked, as well as straight time pay for the entire time worked that day. For example, if a holiday falls on a member's regular work day, the

time sheet would report 8 hours of holiday premium pay, 8 hours of holiday straight time pay, and 4 hours of regular straight time pay.

With the exception of a floating holiday, a designated holiday shall be observed on the calendar day that it falls. If a holiday falls on a member's first or second regular day off, the last work day before the holiday shall be the member's designated holiday. If a holiday falls on a member's third or fourth regular day off, the next work day after the holiday shall be the member's designated holiday.

For the purposes of personal leave accrual, personal sick leave bank, leave cash in, mandatory leave usage, and association leave bank assessments, a "day of leave" equals 8 hours. For the purposes of personal leave usage, it shall require 12 hours of leave to equal 12 hours in pay status.

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**ARTICLE 16 - HOLIDAYS, RELIEF PERIODS, AND LUNCH BREAKS -AND
SHIFT ASSIGNMENTS**

Section 1 - Observance of Holiday

With the exception of floating holidays, a designated holiday shall normally be observed on the calendar day on which it falls, except that if a holiday falls on a member's first (1st) RDO, the preceding workday shall be the designated holiday. When a holiday falls on a member's second (2nd) RDO, the following workday shall be the designated holiday. However, another mutually agreed day within thirty (30) days of the holiday may be taken instead of those designated herein. Holidays which cannot be observed within this thirty (30) day period shall be reported by the member to Payroll.

Section 2 - Relief Period

When circumstances permit, members shall be allowed a fifteen (15) minute relief break during the first (1st) half of the shift and a fifteen (15) minute relief break during the second (2nd) half of the shift.

Section 3 - Lunch Break

A lunch break of thirty (30) minutes shall be allowed, in accordance with Article 15, Section 143.a. approximately midway of each shift.

Section 4 - Continuous Hours of Work

~~If a member is assigned by the Employer and is required to work in excess of sixteen (16) continuous hours, except Sea Duty, these hours in excess of sixteen (16) continuous hours shall be paid at double-time.~~

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* With the understanding
that section 4 above (hook
language) is moved to Article
15 for purposes of Negotiations.

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ARTICLE 17 - PAY PRACTICES

PSEA will accept the State Proposal dated January 18, 2011, with the following change:

Section 4 - Overpayments

if an employee is overpaid, he/she shall be provided with an accounting of the overpayment at least one (1) month prior to the Employer commencing repayment. With the exception of overpayments of more than two thousand dollars (\$2000.00), overpayments will be collected under the Alaska Administrative manual in effect during the period in which the overpayment was made.

Overpayments of more than two thousand dollars (\$2,000.00) shall be repaid upon a negotiated schedule that shall be agreeable to the member and the Employer. Should the member and employer fail to agree upon a repayment schedule within one month from the date the member is provided an accounting of the overpayment, the overpayment shall be collected according to the Alaska Administrative Manual.

Overpayments discovered after twelve (12) months or later from the time the overpayment was made shall be forgiven by the Employer, unless the overpayment was the result of fraud, deception, or member's negligence.

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ARTICLE 17 - PAY PRACTICES

Section 1 - Payday

As soon as feasible, payroll will be converted to a bi-weekly pay schedule. The parties recognize that when a bi-weekly pay schedule is implemented, leave accrual and other conditions or benefits currently calculated on a semi-monthly pay schedule will need to be recalculated through a Letter of Agreement to reflect the conversion to a bi-weekly pay schedule.

- a. Pay Periods - Pay periods shall be the first (1st) through the fifteenth (15th) day of each month (first pay period) and the sixteenth (16th) through the last day of each month (second pay period). Pay for the first pay period of each month shall be issued on the last day of that month. Pay for the second pay period of each month shall be issued on the fifteenth (15th) of the following month.
- b. Payday - Paydays shall be the fifteenth (15th) and last days of each month. If the fifteenth (15th) day of the month or last day of the month falls on a Saturday, Sunday or holiday, then the last working day before such Saturday, Sunday or holiday shall be the payday.
- e. ~~Should a member fail to receive his/her paycheck on~~ within three days of the due date, he/she shall notify the appropriate payroll officer, who shall immediately cancel the lost warrant. A replacement warrant shall be issued and mailed or deposited according to the member's instructions within three (3) working days of notification to the appropriate payroll officers. The member shall, within three (3) working days, confirm in writing his/her request for a replacement warrant.

Section 2 - Method of Receiving Payment

- a. ~~Members shall normally~~ may have their pay mailed to their work station, ~~However, a member may designate another mailing address or~~ electronic direct deposit to a bank account shall be the preferred method of receiving payment.
- a.b. Members who are not at the normal duty station by reason of being on leave or being on travel status for a period anticipated to be seven (7) days or less following payday shall be considered to have been paid in a timely manner if they receive their pay on their first (1st) day back at their duty station after such payday. In cases where anticipated leave or travel status exceeds seven (7) days, it

shall be the responsibility of the member to make alternative pay arrangements prior to departure.

b.c. All checks mailed shall be considered paid timely if postmarked three (3) days prior to due date.

e.d. The Payroll Report is submitted by the member whenever possible. Should the Employer question the accuracy of the report, the Employer has the right to correct or disapprove portions of it. Members shall have access to view their payroll reports, including any if-~~portions~~ which are corrected or disapproved, a copy of the member's report, showing all corrections, approvals and disapprovals shall be returned to the member as soon as the correction or disapproval has been made.

Section 3 - Pay Shortages

Pay shortages shall be promptly paid after receipt and verification of the member's complaint in accordance with this section, no later than fifteen (15) days after verification of a written complaint submitted on forms provided by the State. If not paid within the prescribed period there shall be a penalty for any verified pay shortage greater than one hundred (\$100.00). In such case, the member shall be entitled to penalty pay of forty dollars (\$40.00) per day. Penalty pay for any single pay shortage shall not exceed four hundred dollars (\$400.00) per calendar month.

Section 4 - Overpayments

If an employee is overpaid, he/she shall be provided with an accounting of the overpayment at least one (1) month prior to the Employer commencing repayment. Overpayments will be collected under the Alaska Administrative Manual in effect during the period in which the overpayment was made. ~~Overpayments of greater than one hundred dollars (\$100.00) but less than five hundred dollars (\$500.00) shall be recovered from the employee in two (2) monthly deductions from the employee's pay warrant.~~

~~Overpayments of five hundred dollars (\$500.00) or over shall be recovered in not less than six (6) monthly deductions and not more than twelve (12) monthly deductions from the employee's pay warrant.~~

~~Overpayments of one thousand dollars (\$1,000.00) but less than two thousand (\$2,000.00) shall be recovered in not less than twelve (12) monthly deductions and not more than twenty-four (24) monthly deductions from the employee's pay warrant.~~

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~~Overpayments of more than two thousand (\$2,000.00) shall be repaid upon a negotiated schedule that shall be agreeable to the member and the Employer.~~

Overpayments discovered after twelve (12) months or later from the time the overpayment was made shall be forgiven by the Employer, unless the overpayment was the result of fraud, deception, or member's negligence.

Section 5 - Itemized

The Employer shall continue to itemize the deductions and pay on the members pay warrant. A complete itemized breakdown of the pay shall be provided upon request of that member.

Section 6 - Payment on Separation

- a. When a bargaining unit member is ~~terminated~~separated from state service, his/her wages and terminal leave become due immediately and shall be paid within fifteen (15) days.
- b. All State property shall be returned, or reimbursement shall be provided, on the effective date of separation.

ARTICLE 18 – LAYOFF/REHIRE

~~Should it be necessary to reduce the number of members within the bargaining unit, for the Department of Public Safety, that member who is lowest on the respective bargaining unit seniority list shall be laid off first. For the Department of Transportation and Public Facilities, that member who is lowest on the respective Airport bargaining unit seniority list shall be laid off first.~~

Should it be necessary to reduce the number of members within a job classification, the Employer will identify for layoff that member in the job classification being reduced who is the lowest on has the least job classification seniority list, for the Department of Public Safety, or that member who is lowest on the classification seniority list for the respective Airport classification, shall be reduced to the next lower job classification. If there is a lower job classification in the job classification series, the member identified for layoff may choose to displace the member in the next lower job classification who has the least job classification seniority. The displaced member in the lower job classification will be laid off unless he/she may also bump into a lower job classification. A member may not bump into a higher job classification, a different job classification series, or the Trooper Recruit job classification. Upon receipt of a layoff notice, a member will have ten (10) working days to exercise his/her bumping rights, if those rights are available to the member.

~~In such instances, the mMembers who has have been laid off and members who have reduced in classification after exercising bumping rights shall have theirhis/her names placed on a layoff list for the job classification from which he/she was they were laid off or reduced removed for a period of two (2) years. When a position becomes available for filling in the job classification from which the member was laid off or reduced, within the higher classification becomes available for filling that member with the highest on the job classification seniority layoff list shall be offered appointment or promotion to the positionclassification before any other eligible member is considered.~~

~~The names of members who have been separated from the unit because of a reduction in force shall be placed on a layoff list for a period of no more than two (2) years. That member with the highest bargaining unit seniority at the time of separation shall be highest on the layoff list. When a position in the classification becomes available for filling, the position shall be offered first to the individual highest on the layoff list.~~

A member may submit a statement restricting the location(s) at which he or she will be available for rehire/promotion. Absent such a statement from the member, the member will be considered to be available for rehire/promotion for all locations. If the member does not accept a rehire or promotion offer

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consistent with the member's designation location(s) of availability, the member will lose all layoff rights.

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ARTICLE 19 - PROBATION, EVALUATION AND SEPARATION

Section 1 - Probation for Permanent Employees

State Trooper Recruits ~~and~~, Airport Police and Fire Officers I, ~~and Deputy Fire Marshals~~ shall serve an initial probationary period of ~~twelve (12) months~~ in accordance with the statutory Alaska Police Standards Council (APSC) regulations; however, in no event shall this probationary period be less than 12 months. Incumbents with a current Alaska Police Standards Council certification appointed as State Trooper Recruit ~~(Field Training)~~ may serve a reduced initial probationary period of not less than six (6) months. There shall be no probationary period after promotion from State Trooper Recruit to State Trooper, or from Airport Police and Fire Officer I to Airport Police and Fire Officer II. ~~Airport Screening Officers and Court Services Officers~~ shall serve a probationary period of ~~twelve six (126) months.~~

The probationary period after promotion to all other classifications represented by the bargaining unit shall be ~~twelve (12) months~~ one (1) year. If it is determined during the promotional probationary period that the member cannot perform the higher duties satisfactorily, the member shall be returned to his/her former classification.

Section 2 - Performance Evaluation

- a. Members in this bargaining unit on probationary status shall receive semiannual written evaluations. Members in permanent status shall receive annual evaluations that shall be reviewed by the rater with the member.
- b. Nonpermanents in the bargaining unit employed for more than thirty (30) consecutive days shall receive a written evaluation that shall be reviewed by the rater with the nonpermanent. The evaluation is to become a part of the nonpermanent's records.
- c. Evaluation Rebuttal

Within thirty (30) days of a member's receipt of a finalized evaluation with which the member disagrees, the member has the right to respond in writing. The responses can reflect a "no comment" or a detailed account of the matter as viewed by the member. Such responses shall, in all cases, be considered a permanent part of the evaluation.

- d. A member, other than nonpermanent, not satisfied with his/her performance evaluation may request his/her evaluation be reviewed by the Division Director for Department of Public Safety members, or reviewed by the appropriate Airport Manager for Department of Transportation and Public Facilities members. Any decision reached by the Reviewer shall be the sole remedy, except that procedural discrepancies and alleged arbitrary or capricious actions shall be grievable/arbitrable.

Section 3 – Merit Increases

A permanent non-probationary member shall receive his/her merit increase based upon the supervisor's evaluation of the member's performance. Unless the Employer takes an affirmative action to deny a merit increase through a written performance evaluation, an employee shall be granted a merit increase to be effective on their merit anniversary date.

The employee's merit anniversary date shall be the day following satisfactory completion of the probationary period, unless the employee enters the pay range above the minimum rate of pay, in which case the merit anniversary date shall be the day following completion of one (1) year of service in the position.

Section 4 - Discharge Notification

A member, other than nonpermanent, shall be notified in writing of the reason for discharge prior to termination.

Section 5 - Resignation Notification

Each member shall give the Employer two (2) weeks written notice before leaving his/her employment and complete reasonable assignments as directed by their supervisor in order to be considered eligible for separation in good standing. This time requirement may be modified by mutual agreement between the Employer and the member. After a member has presented a resignation, it may be withdrawn only by mutual agreement of the parties.

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ARTICLE 20 – MOVING EXPENSES

Section 1 – Basic Moving Allowances

When a member, excluding a nonpermanent member, is required to change his/her place of residence because of a required change of duty station, he/she shall be reimbursed for transportation and moving expenses as provided in Article 8 and as follows:

- a. — Lowest cost/economy class airfare (one-way) for the member and his/her dependents or an amount as is authorized by the Internal Revenue Service as reimbursement for mileage, per mile for driving each family owned vehicle, whichever is used.
- b. — A standard per diem for the member, half of the standard per diem for his/her spouse and one-quarter of the standard per diem for each of his/her other dependents while en route.
- c. — Should it be necessary to move the member's personal effects prior to the effective date of transfer, beginning with the date the personal effects are packed, the member shall be entitled to per diem allowances equal to the standard rates set forth above. Upon arrival at the new duty station, the member, spouse, and dependents are entitled to per diem at the standard rate while the member is seeking permanent housing. In no case, shall a member, spouse and dependents receive more than fifteen (15) days of per diem under this section, except extenuating circumstances may dictate more than fifteen (15) days and shall be handled on a case-by-case basis.
- d. — When applicable, a ticket for all members of the family and each conveyance for transportation on the State ferry system.
- e. — The appointing authority shall authorize the payment of travel and per diem for the member and spouse to secure housing prior to the change of duty station unless state housing is provided.
- f. — All members shall be reimbursed for moving expenses under Sections 60.350 and 360 of the "Alaska Administrative Manual" at the per mile rate authorized by the Internal Revenue Service with a reimbursable weight allocation of fifteen thousand (15,000) pounds or as set out in the Alaska Administrative Manual, whichever is greater. "Personal effects" as defined in Article 1 is applicable, except in those cases where geography or other conditions beyond the member's control require that the member's privately owned

~~vehicle(s) be shipped rather than driven. In such cases, the Employer shall pay for shipping and the weight of such privately-owned vehicles shall not be deducted from the reimbursable weight allocation. For purposes of this section, vehicles including boats, ATVs and snow machines can be considered either as "personal effects" or one of the two authorized vehicles as allowed in the Administrative Manual.~~

- ~~g. Nothing shall prohibit the mutual Agreement to change rates whenever the Commissioner of the Department of Administration finds that the rates set forth for State employees are not proper in any community.~~
- ~~h. Nothing shall prohibit the member, spouse and dependents from receiving per diem allowances provided by this Article while the member is on administrative leave.~~
- ~~i. Upon request, employees shall be reimbursed for in-transit premium insurance coverage up to a maximum of three hundred dollars (\$300) for in-state moves, and up to one thousand dollars (\$1,000) for out of state moves or in accordance with the Administrative Manual, whichever is greater.~~
- ~~j. All costs, including travel expenses and the cost of moving personal effects of members of the employee's household, must be incurred within one year from the date of the change in assignment, appointment or promotion, unless extenuating circumstances exist and an extension is approved by the Commissioner of the member's department.~~
- ~~k. When the weight of household goods, including packing material, exceeds fifteen thousand (15,000) pounds, the employee will be responsible for additional costs.~~

Section 2 - Mandatory Change of Housing at Duty Station

~~When a member is required to change his/her place of residence because of a change of housing at the duty station, he/she shall be reimbursed for transportation and moving expenses as provided in Section 1.~~

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ARTICLE 21 - UNIFORMS AND CLOTHING ALLOWANCE

Effective as soon after the date of this Agreement as is reasonably practicable, the State shall furnish clothing to members, except nonpermanents, unless otherwise approved, of the bargaining unit.

	<u>Uniformed Members</u>	<u>Airport Police & Fire Officers</u>	<u>Non-uniformed Members</u>	<u>Court Services Officers</u>
Shirts	3	4***	2	3
Trousers	3	4***	2	3
Ties	3	2	2	3
Rain Jacket	1			1****
Hat	1	1		1
Hat Cover	1			1
Flotation Jacket	1			
Soft Body Armor Vest	1*	1		1
Parka	1	1		1****
Utility Jacket	1 or 2**	1		2
Coverall (Fire Retardant)	1 or 0**			
Winter Hat	1			

A flight helmet and a Nomex flight suit shall be issued to pilots.

- * To be replaced in accordance with manufacturer's specifications, and/or applicable safety standards.
- ** Members may choose either two (2) utility jackets or one (1) utility jacket plus one (1) coverall.
- *** Includes both class A and class B.
- **** As required by weather.

All members, except nonpermanent, shall receive a sixty-three (\$63) per month cleaning allowance.

All nonpermanent members who are issued and authorized to wear a uniform shall receive a sixty-three dollar (\$63) cleaning allowance.

This allowance will be paid monthly unless on a leave of absence of sixty (60) days or more. Uniform allowance will resume upon return to duty.

Nothing in this Section shall preclude the member from his/her rights to

restitution by the Employer for repair or replacement, damage or cleaning costs incurred during the performance of duties to non-departmental issue clothing.

Should the Employer be unable to supply the member the contractually required number of uniforms, the member shall be reassigned to duties that do not require a uniform.

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ARTICLE 22 - BULLETIN BOARDS

The Employer agrees to furnish space on bulletin boards in the members' work areas to be used by members of the Association. The Association shall use these boards for the posting of notices pertaining to recreational and social activities, Association elections, reports of the Association or its committees, Association meeting notices and legislative enactments, and judicial decisions affecting public employee labor relations. The parties agree that materials that are obscene, defamatory or impair the operation of the department or that constitute partisan political campaign material shall not be posted.

Appropriate available meeting space in buildings owned or leased by the Employer may be used for Union meetings provided that a request is approved in advance pursuant to the rules of the Department.

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ARTICLE 23 - INSURANCE

Section 1 - Travel Accident Insurance

The Employer shall insure the life of every member against accidental death while the member is traveling within the scope of their State employment in the amount of \$100,000.00. The Employer shall make a timely good faith attempt to alter the existing policy to allow for the payment of death benefits to a beneficiary(ies) at their option over a five (5) year period or a lump-sum payment provided that such change is at no additional expense to the Employer.

Section 2 – Health Insurance Trust

- a. Health insurance is provided by the PSEA Health and Welfare Trust, solely managed by the Association. Both Employer and Employee contributions fund this Trust.
- b. Effective July 1, for each year of this Agreement, the Employer health insurance contribution shall increase by an amount of money not exceeding that necessary to maintain the Select Benefits Default/Economy plan.
- c. In the event that the Trust requires less than the per month Employer contributions described herein, the Employer shall remit fifty percent (50%) of the net savings to the individual members for the exclusive use as a pre-tax contribution to a Health Care Reimbursement Account, or such other distribution as may be determined by the Association.
- d. The employee's contribution shall be ~~\$75.00 per month, or as otherwise that amount~~ authorized by the Board of Trustees and approved by the Board of Directors. The employee's contributions shall be deducted on a pre-tax basis.
- e. Under no circumstances shall the State be responsible for the payment of any benefits under the health and welfare plan or plans administered by PSEA or the Trust or their agents, successors, or assignees. No disputes under or relating to such benefits shall be subject to the grievance arbitration procedure in the collective bargaining agreement except an allegation that the State failed to make the agreed upon contributions.

PSEA agrees and undertakes to assure that any alternative insurance plan or health and welfare plan implemented under this

agreement is in compliance with all applicable Federal and State laws and regulations.

The State is not a party to, and has no obligations arising under Trust or the Trust Agreements. However, the State does recognize and acknowledge that the prompt and accurate payment of contributions is essential to the maintenance of the Trust and the Plan, and that it would be extremely difficult, if not impossible, to fix the actual expense and damage to the Trust that would result from the failure of any Employer to pay the required contributions within the time provided. Therefore, if the State is unable to transmit or otherwise make available those contributions to the Trust that are required by a valid collective bargaining agreement, not later than the twenty-second (22nd) day of each month, the State shall be liable for interest payments in the manner provided by AS 37.05.285. Date of postmark or hand-delivery constitutes day of payment, and no penalty shall be applied to delinquencies caused by conditions beyond the control of the State. The State shall reimburse the Association all legal costs associated with securing delinquent contributions and/or appropriate interest.

The parties acknowledge that discrepancies between employee eligibility and corresponding contributions shall frequently arise and may exist in any month. The parties shall exercise all due diligence in reconciling contributions and eligibility on a monthly basis, including adjustments of overpayments and underpayments as may be necessary.

- f. Electronic Data Interchange (EDI) - The Employer agrees that the monthly payments required by this Article shall be paid via financial EDI, with settlement by the 22nd of each month.
- g. Reports -The monthly reconciliation report shall be transmitted only via electronic data file. ~~The report shall be transmitted only via electronic data file.~~ The report shall indicate:
 - (i) members who have become ineligible for coverage by the Trust since the previous report.
 - (ii) members who have become eligible for coverage by the Trust since the previous report.
 - (iii) members whose eligibility status has not changed since the previous report.

(iv) members' first and last names, social security numbers
~~employee ID numbers~~ social security numbers, employing
department, Employer contribution for the period, and
employee contribution for the period.

Section 3 – Insurance Reopener

At the request of either party, this Article may be reopened during the term of this Agreement for the express purpose of dealing with the effects of national health care legislation.

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ARTICLE 24 - MEDICAL WELLNESS AND SAFETY

1. Each member is ~~required-eligible~~ to have a State provided medical examination ~~once no less than~~ every two years. Medical examinations as deemed necessary and appropriate by the physician to determine the fitness for duty shall be furnished at no cost to the member and shall be performed by a physician licensed in the State of Alaska. The Employer shall be entitled to a report from the physician that indicates either fit or not fit for duty. The custody of detailed medical information shall remain confidential and be kept with the physician or a qualified medical records officer.

In compliance with State statutes, the State shall continue to provide Hepatitis B vaccinations at no cost to the member.

2. Upon reasonable showing of need, the department may order a member to submit to a psychiatric evaluation by a psychiatrist of the Employer's choosing, to determine fitness for duty. Psychiatric evaluation reports shall be treated as confidential/privileged documents. Employer ordered psychiatric evaluations shall be furnished to the member at no cost.
3. Nothing in this Article limits the Employer's existing right to relieve a member from duty, with pay, or to require the member to undergo examination to determine fitness for duty, in those instances where there is a reasonable basis to believe that the member's continued presence on the job constitutes a danger to the member, other employees, or the public.
4. The parties agree to jointly establish a Labor-Management Committee for the purpose of determining fitness standards within ninety (90) days of ratification of this contract.
5. The State and Association shall create a Safety and Equipment Committee for the Department of Public Safety and a Safety and Equipment Committee for the Department of Transportation and Public Facilities. Each committee shall not exceed three members appointed by management and three members appointed by the Association. The committee(s) shall be charged with the duty and responsibility of formulating safety procedures, recommending equipment acquisitions, and recommending minimum staffing levels.

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ARTICLE 25 - LEGAL INDEMNIFICATION

Section 1. General.

a. Definitions:

Providing a legal defense means that Employer appoints at its expense counsel to represent member in a legal action.

Indemnification means Employer's payment of a judgment or legal obligation that member incurred as a result of member's duties for Employer.

b. Claims against a member as a state employee:

In legal actions under AS 09.50.250 against a member, AS 09.50.253 provides for certification by the Attorney General and for the action to proceed exclusively against the state if the action arose from conduct within the scope of member's employment. A request for certification under AS 09.50.253 is made as provided in AS 09.50.253 and 9 AAC 33.010 and is not subject to the grievance arbitration procedure in Article 10 of this agreement.

c. Claims against a member under a federal or state law expressly authorizing a claim against a state official:

If AS 09.50.253 does not apply because federal or state law expressly authorizes an action against member, Employer will provide a legal defense and indemnify member as provided in sections 2-6.

Section 2. Providing a legal defense.

The Employer will provide a legal defense to a member named as a defendant or respondent in a legal action if member was acting within the scope of member's office or employment at the time of the incident out of which the action arose as follows: the member shall have the right to counsel; however, the Employer shall have the right to determine which attorney shall represent the member. If the member objects to the attorney provided by the Employer, the following process for selection of a defense attorney shall prevail: The Commissioner of the Department of Public Safety or the Commissioner of the Department of Transportation and Public Facilities, as appropriate, and the Attorney General shall meet with the member and/or a representative of the Association in an effort to select an attorney who shall represent the member. The Attorney General shall make the final decisions; except, if in consultation with the member or his/her representative, the Attorney General determines that, due to an actual or potential conflict of interest, he/she or his/her representative cannot adequately defend both the State and the member, he/she shall select an attorney from

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outside the Attorney General's office to represent the member; such selection shall be subject to the approval of the member or his/her representative.

Section 3. Indemnification.

A member charged in any civil action in the performance of his/her duties as required by the Employer shall not lose his/her position, pay or benefits; costs stemming from a civil suit against any member in the performance of his/her duties as provided in this Article shall be borne by the Employer, including any judgment rendered against the member. If it is determined by a court of competent jurisdiction that the member was not acting in the course or scope of his/her employment, the Employer is not liable for any judgment and may recover any costs incurred from the member.

The Employer will indemnify a member for a judgment or legal obligation if the judgment or legal obligation arose from ^{the} member's action within the scope of ~~the~~ member's office or employment except as provided in section 6.

The Employer may provide a legal defense without assuming the obligation to indemnify ^{the} member by notifying ^{the} member in writing that it is reserving its right to deny payment of the judgment or obligation under this section

Section 4. Scope of office or employment.

The member is acting within the scope of ^{the} member's office or employment if

- a. the member was employed or authorized to perform the act or omission;
- b. the act or omission occurred substantially within the authorized space or time of the office or employment;
- c. a purpose of the act or omission was to serve the state; and
- d. the act or omission did not constitute willful, reckless, or intentional misconduct, gross negligence, or malicious conduct.

Section 5. Disputes.

The Employer's decision to withhold a legal defense or indemnification is subject to review by complaint for breach of contract in the superior court of this state and is not subject to the grievance arbitration procedure in Article 10 of this Agreement.

Section 6. Punitive Damages.

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The Employer will not indemnify^o member for a judgment against ~~the~~^{he} member for punitive damages.

Section 7. Criminal Charges.

If a member is charged criminally for acts allegedly committed by him or her in the course of or discharge of his/her duties and in the scope of his/her employment, the member shall be entitled to reimbursement of reasonable costs and attorney's fees if the member is acquitted or the charges dropped, providing that such charges do not result from the willful commission of wrongful acts or gross negligence of the member. Disputes involving entitlements of a member to reimbursement or the amount of costs and fees to be borne by the Employer, relating to this section shall be submitted to the grievance arbitration procedure.

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ARTICLE 26 - NO STRIKE--NO LOCKOUT

The Association agrees that during the life of this Agreement, the Association, its agents or its members, shall not authorize, instigate, aid, engage in or condone any work stoppage or concerted slowdown, mass illness, refusal to work, picketing or strike against the Employer.

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

The Association further agrees that its members shall, in each and every instance, cross the picket line of any other employee organization in order to perform duties as assigned.

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ARTICLE 27 - VERBAL OR WRITTEN AGREEMENT

No member covered by this Agreement shall be asked or required to make any written or verbal agreement that may in any way conflict with this Agreement.

No member covered by this Agreement shall ask or require the Employer to make any written or verbal agreement that may in any way conflict with this Agreement.

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ARTICLE 28 - AVAILABILITY OF PARTIES TO EACH OTHER

The parties agree that representatives of the Association and the Employer shall meet at reasonable times for discussions of this Agreement, its interpretations, continuation or modification. Both parties agree that an obligation to meet expeditiously and in good faith exists.

This provision is established for the purpose of facilitating two-way communications.

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ARTICLE 29 - SUPERSEDING EFFECT OF THIS AGREEMENT

If there is any conflict between the terms of this Agreement, the Personnel Rules, Alaska Administrative Manual, DOT/PF Policies and Procedures ~~Manual~~, SOPs, OPM, or other DPS or DOT/PF directives, the terms of this Agreement shall be controlling. The Association shall be copied with any of the ~~aforementioned management writings~~ changes to the OPM and the DOT/PF Policies and Procedures Manual at the time within five (5) working days of implementation.

All information provided by the Employer under this Article shall be used only for purposes related to the Association's role as the exclusive bargaining representative and the Association shall be responsible for its protection and security.

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ARTICLE 30 - CONDITIONS NOT SPECIFICALLY COVERED

In the event of any enactment by the Legislature that creates conditions not specifically covered by this Agreement, upon written request the parties agree to confer immediately for the purpose of negotiating a mutually satisfactory supplement covering such action. Such supplement shall become a part of this Agreement.

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ARTICLE 32 - SAVINGS CLAUSE

Section 1 - Violations

If an article or part of an article of this Agreement should be decided by a court of competent jurisdiction or the State Labor Relations Agency or by mutual agreement of the Employer and the Association, to be in violation of any Federal, State or local law, or if adherence to or enforcement of an article or part of an article should be restrained by a court of law, the remaining articles of this 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 within fifteen (15) working days for the purpose of negotiating a satisfactory replacement.

Section 3 - Federal Regulations

Should this Agreement or any section or article be found in violation of Federal regulations where compliance is required for receipt of Federal funds, the Employer and the Association agree to convene within ten (10) working days and renegotiate the section or article to comply with such regulations.

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ARTICLE 33 - CONTRACTING OUT

Section 1 - Feasibility Studies

- a. The Employer has the right at all times to analyze its operation for the purpose of identifying cost-saving opportunities.
- b. Decisions to contract out work that would result in the layoff of bargaining unit members shall be made only after the affected agency has conducted a feasibility study determining the potential costs and benefits that would result from contracting out the work in question. The Employer agrees to notify the Association within two (2) weeks of its decision to initiate a study, or, in the alternative, that it intends to review operational analyses for purposes of contracting out work. Such operating analyses shall constitute a feasibility study under this Article. As necessary, the Employer may request quotations or proposals from potential contractors as a part of a feasibility study. Notice to the Association shall include the job classification and work areas affected.
- c. Notification by the Employer to the Association of the results of the feasibility study shall include all pertinent statistical and analytical information that the Employer shall consider in making its decision regarding contracting out the work, including but not limited to the total cost savings the Employer anticipates.
- d.
 - 1) The Employer shall notify the Association of its final decision regarding contracting out.
 1. If the Employer decides to contract out and such contracting out shall directly result in the layoff of bargaining unit members, the Employer shall provide the Association with no less than thirty (30) days notice that it intends to contract out the work.
 2. The Association may then submit an alternate plan that is to include potential costs and benefits. The alternate plan shall be given fair consideration by the Employer, provided the plan is submitted not more than fifteen (15) days after the Association has received the notice of intent to contract out. During the thirty (30) day notice period, the Association shall have the opportunity to discuss the placement of affected members.

- e. No bargaining unit members shall be laid off and their work contracted out unless the feasibility study shows that contracting out would cost the Employer less.

Section 2 - Effect on Members

- a. Once the Employer makes a decision to contract out work that shall directly result in the layoff of bargaining unit members, it shall make a good faith effort to place members elsewhere in State government in the following order of priority: 1) within the division/airport, 2) within the department, 3) with State service generally.
- b. In the event members must be laid off as a result of contracting out, such layoff shall be made in accordance with the layoff provisions of this Agreement.

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ARTICLE 34 - LICENSES

Bargaining unit members shall be responsible for obtaining and retaining all mandatory licenses and certifications necessary to perform the duties of their positions. If a new licensing or certification provision is imposed by statute or regulation on current members, the State shall pay for the initial license/certification fee, provided the member obtains the license or certification prior to the deadline established by statute or regulation.

When specific licenses/certifications are required by the Employer, the Employer shall pay for the training and attaining the certification/license.

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ARTICLE 35 - COMPLETE AGREEMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that during the negotiations that preceded this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement; each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

The parties further agree that notwithstanding the above section, maintenance of contract matters, should they develop, may be negotiated under the Supplemental Agreement Provision.

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ARTICLE 36 - SUBORDINATION ARTICLE

The State and the Association mutually agree that this Agreement shall in all aspects comply with and be subordinate to Federal laws and Alaska Statutes in effect at the time of the signing of this Agreement or hereafter enacted.

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ARTICLE 37 – DURATION OF THE AGREEMENT

This Agreement, including all Letters of Agreement executed under the parties' prior agreement, takes effect on July 1, ~~2008~~2011, and remains in full force and effect through June 30, ~~2014~~2014. This Agreement remains in effect from year to year thereafter, provided, however, that either party may give the other party written notice of its desire to terminate the Agreement or effect changes therein. Such written notice shall be served upon the other party between September 1 ~~through and~~ September 30, 20092013. If either party serves such notice, the parties shall meet to negotiate such termination, modifications, or amendments by the first week in October of ~~2009~~2013, unless otherwise mutually agreed. Nothing herein precludes the termination, modification, or amendment of this Agreement at any time by written mutual consent of the parties.

The parties further agree that should the State enter into an agreement with another labor organization that provides for an increase in another employee's wages in excess of that provided for in this Agreement, upon request of this Association, this Agreement shall be promptly reopened for the sole purpose of negotiating economic issues.

FOR THE STATE OF ALASKA:

FOR THE ASSOCIATION:

~~Annette Kreitzer~~
Becky Hultberg, Commissioner
Department of Administration

~~John Cyr~~Jake Metcalfe, Executive Director
Chief Spokesperson
Public Safety Employees Association

Date

Date

~~Kate Sheehan~~
Michael Barber, Chief Spokesperson

~~Mo Hughes~~Sean Martines

~~Kim Peterson~~
Elizabeth Johnston, Notetaker

Doug Massie

Major John Glick

Anne Sears

Major Steve Bear

~~Chip Gallagher~~Tom Robson

Chief Lauri Burkmire

Gary Delk

Chief Moses Villalobos

Penny Beiler

Cheri Cadiante, Notetaker

Teri Hill

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