

MONETARY TERMS OF AGREEMENT

<TARGET><BILL></BILL><SUBJECT>MONETARY TERMS OF
AGREEMENT</SUBJECT><COMM>SFIN27</COMM></TARGET>



Alaska State Legislature

Senate

Office of the Secretary

State Capitol, Room 211
Juneau, Alaska 99801-1182
Phone: (907) 465-3701
Fax: (907) 465-2832
Email: senate_secretary@legis.state.ak.us

Official Business

Memorandum

TO: Senator Hoffman, Cochair
Senator Stedman, Cochair
Senate Finance Committee

FROM: Kirsten Waid *Kirsten Waid*
Secretary of the Senate

DATE: March 21, 2012

SUBJECT: Report of Monetary Terms

In accordance with AS 23.40.215, the President has referred the following to your committee for review:

Monetary terms for the collective bargaining agreement reached with the Teachers' Education Association of Mt. Edgecumbe.

Attachments

KW:lc

STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

REBECCA HULTBERG, COMMISSIONER

SEAN PARNELL, GOVERNOR

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

March 16, 2012

The Honorable Gary Stevens
President of the Senate
Alaska State Capitol, Room 111
Juneau Alaska 99801-1182

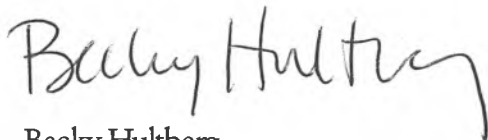
Dear President Stevens:

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 Teachers Education Association of Mount Edgecumbe. 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. In the interest of maintaining harmonious relations, 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

Mertl-Posthumus, Benthe (DOA)

From: Anderson, Willie [AK] [Willie.Anderson@neaalaska.org]
Sent: Friday, March 16, 2012 3:59 PM
To: Mertl-Posthumus, Benthe (DOA)
Subject: Re: FW: TEAME Articles Approved, Initialed, and dated by Paul FitzGibbon

He can read his e-mail. Can I help? Art 14 is coming by US mail.

"Mertl-Posthumus, Benthe (DOA)" <benthe@alaska.gov> wrote:

Do you know if Paul is still there?

From: Mertl-Posthumus, Benthe (DOA)
Sent: Friday, March 16, 2012 3:52 PM
To: Fitzgibbon, Paul G (MEHS)
Subject: RE: TEAME Articles Approved, Initialed, and dated by Paul FitzGibbon

I did not see TA'd copies of the attached articles. I understand that we will get the signatures for Art 14 later, but could you please TA?

From: Paul Fitzgibbon [mailto:paulf@mehs.us]
Sent: Friday, March 16, 2012 3:08 PM
To: Mertl-Posthumus, Benthe (DOA)
Cc: Willie Anderson
Subject: TEAME Articles Approved, Initialed, and dated by Paul FitzGibbon

See attached.

Confirm receipt at your earliest convenience.

Please let me know if you have any questions.

thanks and have a great weekend

Paul FitzGibbon
MEHS Social Studies Teacher
966-5255

STATE OF ALASKA

SEAN PARNELL, GOVERNOR

DEPARTMENT OF ADMINISTRATION

REBECCA HULTBERG, COMMISSIONER

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: March 16, 2012

From: Becky Hultberg *BH*
Commissioner

Phone: 465-2200

Subject: Monetary terms of the July 1, 2012 to June 30, 2015, Collective Bargaining Agreement between the State and the Teachers' Education Association of Mt. Edgecumbe

The Administration has concluded negotiations with the Teachers' Education Association of Mt. Edgecumbe (TEAME). If approved by the Legislature the monetary terms of this agreement become effective July 1, 2012 and remain in effect through June 30, 2015.

I. Terms Requiring Appropriation.

Current Legislative session

Effective July 1, 2012, the employer health premium contribution shall increase to a total of one thousand three hundred and thirty dollars (\$1330) per month, per member. This amounts to an increase of \$80.00 per month, per member.

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

Future Legislative sessions

Effective July 1, 2013, the employer health premium contribution shall increase by the amount of money not exceeding that necessary to maintain the Select Benefits Default plan.

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

Effective July 1, 2014, the employer health premium contribution shall increase by the amount of money not exceeding that necessary to maintain the Select Benefits Default plan.

Effective July 1, 2014, the wage schedule in effect on June 30, 2014, 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.

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 Mike Hanley
Department of Education and Early Development

Les Morse, Deputy Commissioner
Department of Education and Early Development

Scot Arehart, Director
Division of Finance

Nicki Neal, Director
Division of Personnel and Labor Relations

**ARTICLE 1
GENERAL PROVISIONS**

Section 1: Nondiscrimination

P.F.
(2/10/12)
TA

The State and the Association agree that there shall be no discrimination concerning terms and conditions of employment or TEAME admission or representation on the basis of race, creed, color, religion, age, national origin, sex, domicile, marital status, change in marital status, genetic information, physical or mental disabilities, pregnancy, parenthood, membership or participation in Association activities.

Section 2: Management Rights

Except – and only to the extent – that specific provision 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.

Nothing in this Article shall be considered as superseding those rights granted to the Association in the articles and/or amendments of this Agreement.

Section 3: Savings and Separability

If any article, section, or subsection of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Furthermore, the State and Association shall within ten (10) calendar days enter into negotiations to replace any provision found to be contrary to law.

Section 4: Reproduction of Agreement

Copies of this Agreement shall be supplied by the State within ninety (90) calendar days after the Agreement is signed and presented to all teachers now employed, or hereafter employed. The State shall furnish five (5) additional copies of this Agreement to the Association for its use.

TA
PMP
2/10/12
at 12:45 pm

P.F.
2/10/12

**ARTICLE 2
NEGOTIATIONS PROCEDURE AND ASSOCIATION SECURITY**

Section 1: Recognition

The State recognizes, in accordance with AS 23.40.070-23.40.260, the Teachers' Education Association of Mt. Edgecumbe as the exclusive representative for all teachers in the bargaining unit for the purpose of negotiating to achieve mutually satisfactory agreements on matters pertaining to their employment and the fulfillment of their professional duties.

Section 2: Inaugurating Negotiations

The parties agree to meet at a mutually agreeable time in August, 2011, to discuss establishment of a time to begin negotiations for a successor agreement.

- need to address when agreed on Oct. 14 P.F. 2/10/12

Section 3: Impasse Resolution

If no agreement is reached despite implementation of the foregoing procedures and the best efforts of the negotiating teams, the mediation procedure in AS 23.40.200(g) for resolving impasse shall be followed.

Section 4: Agency Fee

A. The National Education Association (NEA) shall fulfill its duty to represent all TEAME teachers without respect to membership in the Association.

B. For the life of the Agreement, all teachers covered by this agreement shall, as a condition of continued employment, either be or become a member of NEA and pay NEA dues, or pay a monthly agency fee to the NEA equal to the dues assessment made of all members of TEAME. The fee shall be subject to all legal requirements of the bargaining agent.

C. Teachers who are members of the NEA shall remain members for the duration of this Agreement, except that teachers may withdraw from membership during an annual thirty (30) day period immediately prior to September 30th. Any teacher who withdraws from membership shall be obligated to pay a monthly agency fee to NEA as a condition of continued employment.

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Section 5: Dues

A. Upon receipt by the Employer of a check off authorization dated and executed by the teacher which includes the bargaining unit member's ~~social security number~~ Employee Identification Number, the Employer shall deduct from the teacher's wages the amount of NEA membership dues or agency fee owed. The Employer will forward the monies so deducted to NEA together with a list of teachers from whose wages such monies were deducted not later than fifteen (15) working days after deduction. The Employer shall deduct from a teacher's wages only the amount of money which the NEA has certified in writing is the amount of monthly dues or agency fees.

7A

If, for any payroll period in which the Employer is obligated to make deductions pursuant to this section, the wages owed a teacher after mandatory deductions are less than the authorized dues or fees to be deducted pursuant to this Article, the Employer shall withhold the amount from the second semi-monthly pay period.

B. Payroll deduction authorizations for dues or agency fees may be canceled by the teacher upon thirty (30) days written notice to the Employer, who shall notify NEA prior to the cessation

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of the deduction. Such cancellations may be processed only during an annual thirty (30) day period immediately preceding September 30. The cancellation of payroll deduction does not relieve that teacher from the requirement of agency fee payment.

C. The TEAME/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) days prior to the effective date of the rate changes.

TA BUMP
@ 2/10/12
12:46

P.F.
2/10/12

**ARTICLE 3
DURATION OF AGREEMENT**

Section 1

This Agreement shall become effective July 1, 2012, upon ratification by TEAME and approval of the Legislature and TEAME. This Agreement shall continue in full force and effect through June 30, 2015.

bmertl-posthumus 3/16/12 9:36 AM

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Section 2

Either party may, by written notice, initiate negotiations for a successor agreement as provided in Article 2, Section 2.

Section 3

The terms set forth herein shall be included by reference in the contracts of all teachers employed by MEHS. This Agreement shall be made a part of the teacher's individual comprehensive contract with the same force and effect as though fully set forth therein, and it shall remain in full force and effect up to and including June 30, 2015. This Agreement shall be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the State and TEAME. Agreement to the commitments contained herein will have full force and effect.

bmertl-posthumus 2/9/12 2:50 PM

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ARTICLE 4 ASSOCIATION RIGHTS

Section 1: Access to Buildings

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property outside the normal work day (8:00a.m. – 4:30p.m.) provided such right is not abused and does not disrupt normal school activities.

Section 2: Communication

The Association shall have the right to use MEHS mails both traditional and electronic and MEHS mailboxes to distribute Association material outside the normal workday (8:00a.m. – 4:30p.m.). Electronic use will be in accordance with the State's Technology Policy.

Section 3: Use of Facilities and Equipment

The Association shall have the right to use school facilities and equipment including, but not limited to, typewriters, computers, photocopy machines, other duplication equipment, calculating machines, local telephone and audiovisual equipment when such equipment is not otherwise in use, provided such right is not abused and does not disrupt normal school activities. The Association shall pay for incidentals to such use. Allegations of abuse of this right shall be resolved pursuant to Article 5. The Association shall have the right to use school buildings for meeting at no charge.

Section 4: Access to Information

The State agrees to furnish to the Association, upon request, information relevant to the Association's responsibilities as the recognized bargaining agent.

Section 5: Exclusive Rights

The rights granted to TEAME shall not be granted or extended to any other organization claiming to represent teachers at MEHS during the life of this Agreement.

Section 6: Steward Leave

The Union President or the President's designee shall be allowed to handle complaints and grievances under this Agreement during working hours. The President or designee shall suffer no loss in compensation for time spent handling complaints and grievances for up to eight (8) hours per month. All time spent in such activities shall be recorded on a State form which clearly identifies the activity as release time. Release from work to perform steward functions will normally be pre-approved and will not be unreasonably denied.

The State form will be prepared and submitted to administration for recording purposes. If possible the form will be submitted in advance; however, when not feasible, the form will be prepared and submitted to administration within a reasonable period of time within the affected pay period.

Section 7: Union Leave Bank

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~~TA~~

Union leave will be used by request of the Association President. A leave slip request with the name of the member shall be submitted to management for accounting purposes. Each bargaining unit member shall be charged with four (4) hours of leave annually on or before November 1st. If the Union Leave Bank has one hundred sixty (160) hours on November 1st there will be no assessment of the unit members' leave in that school year.

TA BMP
2/10/12
@ 12:47

P.F.
2/10/12

ARTICLE 5 GRIEVANCE PROCEDURE

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 any teacher(s) and the Employer.

B. The grievant(s) is the teacher(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 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 teacher 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, demotion, or suspension grievance must be brought to the attention of the Employer through the Association within fifteen (15) working days of the effective date of the action, or the date the teacher becomes aware of the action, whichever is later, to received the use of the grievance procedure.

It is agreed that all grievances resulting from dismissal, demotion or single suspension in excess of thirty (30) calendar days of a teacher covered by this Agreement shall be entered into the procedure at Level Three.

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 Association or the grievant.

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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 or receipt, whichever is earlier.

C. If the Employer does not comply in rendering a decision within the time allotted after the grievance is submitted, such failure shall entitle the Association to take the grievance to the next level of the grievance procedure. Grievances not advanced within the time frames provided or altered by mutual agreement will not be considered active.

D. If a designated representative of the Association attends an arbitration during the working day, s/he will, upon notice to the Employer, be granted reasonable accommodation for release time, in order to permit participation in the arbitration. A teacher, whose appearance in such proceedings as an Employer witness is necessary, will be accorded the same right.

E. If in the judgment of the Association, a grievance affects two or more teachers in the same manner, the Association may file a class action grievance within thirty (30) calendar days after learning of the action or inaction upon which the grievance is based. The processing of such grievance will commence at Level Two.

F. All copies and originals of documents, exhibits, written communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

G. Forms for use in processing grievances shall be jointly developed and/or approved by the Association and the Employer.

Section 4: Grievance Steps

A. Level One

Within 30 days of the disputed action or inaction or within 30 calendar days from the date the teacher is made aware of the action or inaction, whichever is later, the grievant shall first present a grievance in writing to his/her first level supervisor outside the bargaining unit. The supervisor 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 Superintendent 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 Section(s) of the Agreement the Employer may have violated. The Superintendent 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.

C. Level Three

If the grievant is not satisfied with the disposition of his/her grievance at Level Two, the Association may file a written grievance with the Senior Management Consultant for the General Service Team within ten (10) working days after the written response at Level Two is due or

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received, whichever is earlier. The written appeal shall state specifically which Article(s) and/or Section(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 twenty (20) working days after receipt of the grievance at Level Two.

Settlements reached at Level One or Level Two shall be binding only if such settlements are consistent with the provisions of this Agreement and policies and regulations of the Employer. 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 the settlement.

D. Level Four

If the Association is not satisfied with the disposition of the grievance at Level Three, the Association may appeal in writing the Level Three decision to the Commissioner of the Department of Administration within twenty (20) working days after the decision at Level Three is due or received, whichever is earlier. The written appeal shall state, when appropriate, specifically which Article(s) and Section(s) 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 Four.

E. Arbitration

If the Association is not satisfied with the disposition of a grievance at Level Four, the Association may appeal in writing the Level Four decision binding arbitration within fifteen (15) working days after the decision at Level Four is due or received, whichever is earlier. Within twenty (20) working days after the written appeal to arbitrate is received, the Employer and the Association will 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 will be seven (7) Pacific Northwest arbitrators jointly requested by the Association and the Employer from the United States Federal Mediation and Conciliation Service (USFMCS) within thirty (30) working days of the signing of the 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 month period. This does not preclude the parties from compiling a mutually agreeable list without the assistance of the USFMCS.

The selected arbitrator will 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 will be submitted to the Employer and to the Association and will 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 employee status with or without restoration of back pay, or

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mitigate the penalty as equity suggests under the facts. Should either party fail or refuse to abide by the decision of the arbitrator, the prevailing party shall be free to take whatever action it deems necessary within the confines of this agreement.

Section 6: Authority of Arbitrator

The parties agree that any question of arbitrability in a dispute will 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 will first rule on the 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. Normally, the losing party shall be expected to pay the arbitrator's expenses. If neither party can be considered the losing party, the arbitrator shall apportion expenses using the arbitration decision as a guide.

Section 7: Arbitration Witnesses

A teacher who is required to appear as a witness for an arbitration proceeding for the Association shall be considered in pay status.

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3/16/12

ARTICLE 6
STANDARD TEACHER CONTRACT

The Standard teacher's contract shall consist of one hundred and eighty-eight (188) teaching and/or in-service days plus holidays. When necessary the Superintendent may assign the academic counselor to work outside the standard contract above and he may request that teachers work outside the standard contract above in order to work on the scheduling of students prior to the beginning of the school year. The teachers' per diem rate shall be calculated at 1/188 of their contracted annual salary.

Mertl-Posthumus, Benthe (DOA)

From: Anderson, Willie [AK] [Willie.Anderson@neaalaska.org]
Sent: Friday, March 16, 2012 4:04 PM
To: Mertl-Posthumus, Benthe (DOA)
Subject: Re: FW: TEAME Articles Approved, Initialed, and dated by Paul FitzGibbon

Article 6 is a status quo article. No changes propose by either party.

"Mertl-Posthumus, Benthe (DOA)" <benthe@alaska.gov> wrote:

Do you know if Paul is still there?

From: Mertl-Posthumus, Benthe (DOA)
Sent: Friday, March 16, 2012 3:52 PM
To: Fitzgibbon, Paul G (MEHS)
Subject: RE: TEAME Articles Approved, Initialed, and dated by Paul FitzGibbon

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From: Paul Fitzgibbon [mailto:paulf@mehs.us]
Sent: Friday, March 16, 2012 3:08 PM
To: Mertl-Posthumus, Benthe (DOA)
Cc: Willie Anderson
Subject: TEAME Articles Approved, Initialed, and dated by Paul FitzGibbon

See attached.

Confirm receipt at your earliest convenience.

Please let me know if you have any questions.

thanks and have a great weekend

Paul FitzGibbon
MEHS Social Studies Teacher
966-5255

ARTICLE 7 TEACHER RIGHTS

Section 1: Student Evaluation

The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the State based upon his/her professional judgment of available criteria pertinent to any given subject area or activity for which the teacher is responsible. No grade or evaluation shall be changed without prior notification to the teacher.

Section 2: Academic Freedom

Teachers will have full freedom in instruction and the selection of instructional materials and methodology within the outlines of the appropriate course content, within the planned instructional program as determined by normal instructional development and administrative procedures subject to approval of the superintendent or his designee and within budgetary constraints.

Section 3: Personal Freedom

The off-duty conduct of a teacher shall not be a concern of the Employer unless it impairs the teacher's fulfillment of job responsibilities.

The teacher is free to express to administrators or other teachers professional opinions or suggestions that are in disagreement with those of the administrators or other teachers without fear of disciplinary action, unless or until such expression becomes abusive or harassing in nature.

In the exercise of their private affairs teachers shall enjoy the rights guaranteed within this section.

The State may not directly or indirectly:

- A. Require or coerce any teacher to participate in any way in any activity or undertaking unless the activity or undertaking is related to the performance of official duties;
- B. Require or coerce any teacher 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;
- C. Except as directly related to the performance of his/her official duties, require or coerce any teacher to submit to any interrogation or examination or psychological test that is designed to elicit from him/her information concerning:
 - 1. his/her personal relationship with any person connected with him/her by blood or marriage,
 - 2. his/her religious beliefs or practices,

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3. sexual matters,
4. his/her political affiliation or philosophy;

D. Coerce any teacher to invest or contribute his/her earnings in any manner or for any purpose;

E. Restrict or attempt to restrict after-working-hour statements, pronouncements, or other activities, not otherwise prohibited by law or rule, of any teacher, if the teacher does not purport to speak or act in an official capacity. The provisions of this Section do not diminish the authority of an authorized law enforcement agency to conduct criminal investigations of teachers suspected to being involved in criminal activity.

Section 4: Political Activity

Teachers may be active politically. For the purposes of the Section, "active politically" means that teachers may be a member of a national, state, or local political party; may take part in a political campaign; and may exercise his/her right as a citizen to express his/her opinion, register his/her party preference, serve as a delegate to party conventions, and cast his/her vote. Teachers may also be appointed, nominated, or elected to nonpartisan public office in a local government unit.

For the purposes of this Section, "active politically" does not include:

- A. Running for and serving in State or national partisan public office;
- B. Being politically active while in work status;
- C. Purporting to act on behalf of the Employer;
- D. Taking an active part in the management of a political party above the precinct level;
- E. Giving, rendering, paying, offering, soliciting, or accepting money, service, or other valuable thing in connection with an appointment, promotion, or advantage in State employment;
- F. Requiring an assessment, subscription, contribution, or service for a political party from a teacher or any other State employee;
- G. Seeking or attempting to use a political party endorsement in connection with an appointment or promotion as a teacher or to a position in the classified or partially-exempt services.

Section 5: Workday

The standard workday for teachers is eight (8) hours exclusive of a meal period.

Section 6: Meal Periods

P.F 3/16/12

Teachers shall normally have a daily duty-free meal period of at least thirty (30) minutes free of assigned responsibilities.

Section 7: Preparation Time

Each teacher who is assigned to teach a full curriculum and who is not assigned to the residential program shall have, in addition to his/her meal period, equivalent to one full class period daily preparation time during which the teacher shall not be assigned to any other duties. If the school schedule is modified, preparation time will match the modified schedule for that day. Preparation time will not be unnecessarily divided and it will be during the student day.

Section 8: Legal Assistance

A. Eligibility for Legal Assistance

To be eligible for legal assistance, both of the following conditions must be met:

1. **Timely Request.** The teacher must request in writing to the Commissioner of the Department of Education and Early Development that the Employer provide the legal defense services available under this Article within ten (10) calendar days of service of summons and complaint on the employee. The postmark on the teacher's request shall be deemed the date of the request. Failure to submit a written request within the required ten (10) calendar days relieves the Employer of any obligation under this Article.

2. **Good Faith Performance.** The Employer must determine that the teacher was acting in good faith and with reasonable care and diligence in the performance of the assigned duties before the teacher is entitled to legal assistance under this Article. Determinations made by the Employer in connection with this subsection are final. The Department of Law shall be responsible for making such determinations.

B. Legal Assistance to be Provided

1. If the Employer determines that a teacher did not engage in conduct beyond the scope of the teacher's authority or which constituted willful misconduct or gross negligence in the performance of the teacher's duties, upon request the Employer agrees to provide for the legal defense of the teacher in any civil legal action brought against the teacher as a result of the performance of the teacher's duties.

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

3. The Employer shall have the right to determine which attorney shall represent the teacher. If the bargaining unit member objects to the attorney provided by the Employer, the teacher may request that the Employer appoint another attorney. The teacher may make only one (1) such request.

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4. If the Employer determines that the teacher did not engage in conduct beyond the scope of the teacher's authority or which constituted willful misconduct or gross negligence, the Employer agrees to compensate the teacher at the teacher's normal rate of pay including per diem without loss of any benefits or seniority to the teacher; upon a reasonable showing by the teacher of need, an absence from work will be allowed to prepare the teacher's case for negotiation or trial. The Employer also agrees to pay any judgment rendered against the teacher if the Employer has provided legal services to the teacher pursuant to this Article.

5. The Employer may undertake the defense of a teacher pursuant to this Article with reservation. If the Employer has provided legal services under reservation, the obligation to pay a judgment against the teacher is not operative until final determination is made by the Employer of the teacher's eligibility for legal services under this Article. If the Employer has undertaken the defense of a teacher with reservation, and if a court of competent jurisdiction deems that the teacher acted beyond the scope of the teacher's authority or with willful misconduct or gross negligence, then the Employer has no liability whatsoever to the teacher or any other person as a result of such determination. In such cases as this, the judgment, costs and fees will be borne by the teacher as in any other instance where the court determines that the teacher acted beyond the scope of the teacher's authority or with willful misconduct or gross negligence.

6. For purposes of this Article, "Employer" means the State of Alaska or designated representative of the State or an agency of the State. Consistent with past practice, decisions of the Employer pursuant to this Article shall not be subject to the grievance-arbitration procedure.

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ARTICLE 8
DISMISSALS, NON-RETENTION, DISCIPLINE, AND REDUCTION IN FORCE

Section 1: Dismissal

The Employer agrees not to dismiss, non-retain or suspend a tenured teacher without just cause. Any tenured teacher who is suspended, non-retained, or dismissed shall be notified of the reason(s) for said dismissal in writing. If a teacher so requests, s/he may appeal his/her dismissal starting at Level Two of the grievance procedure.

Section 2: Discipline

The Employer agrees to notify the teacher, in writing, when it becomes known that he/she has a deficiency so serious as to have a possible effect on his/her continued employment but that does not require the immediate removal or disciplining of the teacher.

The written notice required by this Section shall include the nature of the deficiency and the standard against which future performance will be evaluated. Discussions of said deficiency and possible means to overcome the same shall be held upon request from the teacher. The teacher shall normally be given a reasonable period of time to effect remedial action after receiving this written notice.

Warnings, reprimands, and other forms of discipline shall only be for just cause and, whenever possible, administered in private. A copy of written disciplinary action(s) shall be provided to TEAME and one shall be placed in the teacher's personnel file, along with the teacher's response, if one is made and is not part of a grievance.

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

If a teacher has been notified in advance, or if the teacher has reason to believe that discipline is being or will be administered, the teacher may request, and is entitled to receive, a reasonable period of time to secure the presence of a TEAME representative during the disciplinary action.

Section 3: Layoff

A layoff of a teacher(s) may occur by reason of abolition of position, shortage of work or funds, or another reason outside the teacher's control that does not reflect discredit on the services of the teacher(s).

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**ARTICLE 9
VACANCIES, ASSIGNMENT, AND TRANSFERS**

Section 1: Vacancies

Definitions

"Qualified" is defined as an endorsement, or a major or minor in a subject field from an accredited college or university. The Superintendent may designate a teacher otherwise not qualified by this definition as being qualified.

"Assignment" is defined as a specified teaching duty(ies) in terms of subject matter and/or grade level(s), and teaching stations.

"Transfer" is defined as the movement of an employee to a different assignment, grade level, subject area or teaching station.

Section 2: Procedures

Each teacher shall be given written notice of assignments for the school year not later than August 1 of the school year. Assignments are subject to change due to the needs of the incoming students.

The State shall deliver to the Association and post a list of teaching vacancies that occur during the year and for the following school year upon knowledge of such vacancies. Said vacancies shall be posted for not less than fifteen (15) school days prior to being filled, unless such posting is impractical under the circumstances.

If a current teacher wants to fill a vacant position for which s/he is qualified, the teacher is entitled to first consideration based on seniority. If a teacher wishes to change assignment for a full school year, the teacher shall notify the Superintendent by March 1 of the previous school year.

Section 3: Involuntary Transfers and Reassignment

Reassignments of teaching positions will be completed by the Superintendent, so long as the teacher to be reassigned is properly certified and highly qualified for the reassignment. A teacher occupying a position through an involuntary transfer shall be given first consideration to fill any subsequent vacancy that occurs for which the teacher is certified or highly qualified by the No Child Left Behind state/federal requirements.

Notice of involuntary transfer shall be given in writing to employees as soon as possible and in no case later than thirty (30) calendar days before the effective date of the transfer, except in case of a teacher resignation after August 1.

The State shall provide upon written request a written statement of the reason(s) for a teacher's assignment being involuntarily changed.

Involuntary transfers shall not be used for disciplinary actions.

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Section 4: Student Discipline

When, in the judgment of the teacher, a student requires the attention of the principal, counselor, psychologist, physician or other specialist, s/he shall so inform the principal or immediate supervisor in writing. The principal or immediate supervisor shall arrange as soon as possible for a conference composed of appropriate parties to discuss the problem and to decide appropriate steps for its resolution.

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ARTICLE 10 EVALUATIONS

Section 1: Instrument/Criteria

The evaluation instrument and related criteria shall be bilaterally developed by the Employer and TEAME, and shall be available to all members of TEAME and shall be consistently and equitably applied.

Section 2

Evaluations and post-evaluation conferences between the employee and principal shall be arranged according to the following schedules:

Non-tenured employees shall have a minimum of two (2) formal evaluations and post-evaluation conferences annually prior to March 1. The first evaluation and conference shall be no later than November 1. There shall be at least a thirty (30) working day period between each observation unless requested sooner by the employee. Additional post-evaluation conferences shall be scheduled as needed in order to provide new employees with maximum assistance in strengthening and improving of teaching performance.

Tenured employees shall have a minimum of one (1) evaluation every ~~three~~ one years or as often as deemed necessary by the principal. The evaluation and post-evaluation conference shall be completed prior to February 15. Additional post-observation conferences shall be scheduled as needed in order to provide intensive and maximum assistance in the strengthening and improvement of teacher performance.

Should the evaluation procedure reveal a performance deficiency, it is the responsibility of the building supervisor to inform the teacher in writing of the specific deficiency and provide in cooperation with the teacher a positive written step-by-step prescription for improvement (i.e., recommended course work, other staff advice, conferences, classroom visitations, books or articles). Such a prescription shall take into consideration both short- and long-term goals. The teacher shall have the option to request that the evaluator model correct teaching methods for specified deficiencies.

After a three (3) month period of remediation the employee shall be evaluated again in accordance with the procedures in this Article.

When a classroom teacher is to be evaluated, the academic principal shall make at least three (3) informal classroom visitations of twenty (20) minutes or longer duration and one (1) formal classroom visitation of fifty (50) minutes in length prior to completion of the evaluation instrument. Residential teachers will be evaluated according to standard State procedures by their immediate supervisor.

The evaluation instrument must be signed by the academic principal as the evaluator and by the teacher acknowledging that the post-evaluation conference was held and that the teacher is aware of the contents of the evaluation instrument. The teacher shall be allowed to affix to the instrument a rebuttal of any portion of the instrument that s/he feels is inaccurate, unfair or incomplete. This rebuttal shall be made within ten (10) working days following receipt of the evaluation instrument.

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The subjective judgment of the evaluator shall be subject to review according to the terms of this Agreement.

A signed copy of the evaluation instrument shall be provided to the teacher at the time of evaluation conference.

The evaluation instrument shall be considered confidential.

Section 3: Teacher Evaluation of Administrators

Forms for the evaluation of the principal and superintendent shall be provided for staff by the administration for completion and return to the appropriate administrators being evaluated by March 15 of the school term.

Completion of these evaluations by the teacher is at the teacher's option and forms shall be signed by the teacher. Copies of the signed evaluations shall be forwarded to the State Board of Education and the Commissioner of the Department of Education and Early Development.

Section 4: Personnel Files

Official personnel files shall contain only materials and records related to the employment history with the employer of the teacher, and shall be maintained under conditions which insure integrity and safekeeping. Teachers shall be advised as to the physical location of these files. File information shall be furnished upon request.

A. Teacher Access

Teachers shall have the right to examine their own official personnel files during the normal business hours of the office in which the files are kept. A copy of any non-routine material placed in a teacher's personnel file shall be forwarded to that teacher at the time it is placed in the file.

A teacher may make reasonable entries to the file and may make timely comments to material in the file that is not the subject of a grievance.

No anonymous material shall be placed in a teacher's personnel file.

A TEAME representative, with the teacher's written permission, shall have the right to examine the teacher's personnel file upon prior written notification to the Employer. The Employer will make available original material, or copies of the original material, for examination by the TEAME representative at the place where the personnel file is kept.

Confidential pre-hire information shall not be a part of the official personnel files, but may be maintained in separate files.

B. Secret Files

There shall be no secret personnel files.

In a specific personnel action no use may be made of any material that has not been properly and in a timely manner placed in a teacher's personnel file.

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Before the record of any complaint by a parent or by a student is placed in the teacher's personnel file, the teacher shall be afforded the opportunity to confront the complainant and to reply to the same. No derogatory materials, letter or report of complaint shall be placed in the teacher's file without the teacher's knowledge and without affording the teacher an opportunity to make a written statement of defense or explanation to be attached thereto. Any material referred to shall also be subject to the grievance procedure.

C. Copies

A teacher or designee may make a reasonable number of copies of the contents of his/her file.

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**ARTICLE 11
CONTINUING EDUCATION**

In-Service Education

Recognizing the importance of an in-service education program that meets the needs of teachers, the administration shall establish the in-service needs of teachers and also the kinds and costs of in-service programs that may be used to meet those needs.

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ARTICLE 12
LEAVE

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Section 1: Personal Leave

Teachers are entitled to personal leave with pay that accrues as follows:

Two (2) days for each full monthly pay period in the case of teachers with less than two (2) years of service;

Two and one-quarter (2.25) days for each full monthly pay period in case of teachers with two (2) but less than five (5) years of service.

Two and one-half (2.5) days for each full monthly pay period in the case of teachers with five (5) or more years of service.

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.

Section 2: Use of Personal Leave

A teacher may take personal leave any time business permits with permission of the immediate supervisor.

A teacher may take personal leave for medical reasons, regardless of whether business permits, with permission of the immediate supervisor. The supervisor shall grant personal leave for medical reasons if the supervisor is satisfied that the teacher is absent for medical reason. The taking of personal leave for medical reasons shall be reduced by the amount of wage continuation payments made under the Alaska Workers' Compensation Act (AS 23.30). The following constitute "medical reasons" and are subject to the conditions noted: Medical disability of teacher is medical reason for taking personal leave. A supervisor may require a doctor's certificate showing the disability if the absence exceeds three (3) consecutive working days.

Medical disability of a member of a teacher's immediate family is a medical reason for taking personal leave if the disability is such that the attendance of the teacher is required. A supervisor may require a doctor's certificate showing the disability if the absence exceeds three (3) consecutive working days.

A medical condition of a teacher that makes presence at work a danger to the health of fellow employees or students is a medical reason for taking personal leave. A supervisor may require a doctor's certificate showing the condition if the absence exceeds three (3) consecutive working days.

Death of a member of a teacher's immediate family is a medical reason for taking personal leave. No more than ten (10) days of personal leave may be taken for this purpose.

Each teacher shall, during the school year, take at least five (5) days of personal leave. If the teacher does not take at least five (5) days of personal leave during the school year, the difference between five (5) days and the amount of personal leave taken shall be canceled

without pay unless the superintendent certifies in writing that the teacher was denied the opportunity to take five (5) days of personal leave during the school year. Except in unusual circumstances, and when approved by the superintendent, leave will not be granted the last two (2) weeks the school is in operation or the week before or after Christmas break.

Section 3: Family and Medical Leave

Bargaining unit members shall be covered by the provisions of the Federal Family and Medical Leave Act (FMLA) CFR Title 29 Part 825 and the Alaska Family Leave Act (AFLA) AS 39.20.500 and for qualified employees the benefits of the two acts will run concurrently.

A. Health Coverage

During the time that an employee is on leave under this section, the Employer shall maintain coverage under the group health plan. However, the Employer may require that the employee pay all or part of the costs for maintaining health insurance coverage during a period of unpaid leave.

Section 4: Accumulation of Personal Leave

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 teacher 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. (For informational purposes only: the Teachers have deferred comp options available to address tax liability on leave cash-in).

Section 5: Donation of Leave

Employees covered by this Agreement shall be allowed to donate personal 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 conditions.

1. Each employee wishing to donate personal leave will ~~fill out, date and sign a leave slip~~ complete a leave request showing the amount of leave to be donated subject to a minimum of four hours. The ~~leave slip request~~ request will have written along the bottom, or in the space provided, "Leave donated to (employee name, ~~social security number~~ Employee Identification Number)." } P.F. 2/10/12

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 though the end of the month) for use from that pay period forward. Donation 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 sick and annual leave has been exhausted.

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4. Once the Division of Finance has completed the above process, the State will not be obligated for further processing or liabilities resulting therefrom. Once the donation has been transferred to the recipient, the donation cannot be withdrawn, modified or otherwise returned to the donor's leave account. Leave donations will not reduce the mandatory leave usage requirements established in the collective bargaining agreement. Upon the death of an employee, any unused donated leave shall be paid in cash to the employee's beneficiaries at the employee's annualized hourly rate.

A teacher may donate one or more days of personal leave a year to the memorial scholarship revolving loan fund, or to a scholarship account in the fund, under AS 14.42.250-14.43.325. The Commissioner of the Department of Administration shall pay to the account of the memorial scholarship revolving loan fund, or to a scholarship account in the fund, an amount equal to the value of the day or days of personal leave contributed by the teacher.

Section 6: Terminal Leave

1. Any teacher who is separated from State service for any reason including layoff shall receive within ten (10) days from the date of receipt of final time record, a lump sum payment, minus any required deductions, for any unused personal leave

2. If a teacher who resigned from State service returns to State service prior to the end of the period covered by the terminal leave, the employee may, at his/her option, refund to the State an amount equal to the compensation covering the period between the date of reemployment and the expiration of terminal leave. The hours of leave represented by this refund shall then be re-credited to the teacher's personal leave account.

Section 7: Sick Leave

1. Effective July 1, 1989, the provisions of AS 14.14.105-107 do not apply to teachers in the bargaining unit except as expressly provided herein. All sick leave accrued prior to that date by a teacher shall be transferred to a medical leave bank, and may only be taken in accordance with this section.

2. A teacher may not take any banked medical leave unless the teacher:

- a. Has no accrued personal leave; and
- b. Has a medical disability exceeding ten (10) consecutive working days in duration; or
- c. Has a medical disability exceeding thirty (30) consecutive working days in duration.

3. Once the requirements of 2 and 4 of this Section have been met, a teacher may take banked medical leave until the medical disability is terminated or the banked medical leave is exhausted. If a teacher qualifies for banked medical leave under 2.c of this Section, the banked medical leave may be taken for all working days of the medical disability following the tenth (10th) working day of the disability.

4. When leave is taken under 2.a and b of this Section, the superintendent may require a doctor's certificate showing the disability. When leave is taken under 2.c of this section, the teacher must submit a doctor's certificate showing the disability.

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

6. Upon a teacher's separation from State service, the teacher's banked medical leave shall be canceled without pay, unless transferred under the terms of AS 14.14.107.

Section 8: Professional Improvement

Professional improvement days may be used for professional improvement in the employee's subject area with prior approval of the superintendent. The administration will make every reasonable effort to see that as many employees as possible attend professional conferences each year.

Section 9: Leave Cash-In

A teacher who has at least thirty (30) days of accrued leave may cash in up to eight (8) days of personal leave in a leave year. Additional days of leave may be cashed in at the discretion of the superintendent. The teacher's leave balance will be reduced by the number of days of personal leave cashed in. Leave cash-ins must not reduce a teacher's leave balance to less than five (5) days.

Section 10: Sabbatical Leave

A. The Employer may grant a total of one sabbatical leave to a qualified TEAME applicant in any fiscal year. The leave may be for up to one full year and shall count as a year's service for salary placement at MEHS. 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 [C]. The Employer shall pay a teacher's employer-sponsored health insurance premium while the teacher is on sabbatical leave.

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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 representative appointed by the Employer will meet during the first week of February to review applications submitted prior to February 1 for Sabbatical leave consideration. In the event the committee's vote is a tie, the Superintendent shall make the final decision among the tied candidates. The teacher will be notified of his/her selection on or before February 15 of each year.

C. To qualify to apply for a sabbatical, a teacher must have served with the Employer as a teacher at MEHS for at least seven (7) continuous years. The sabbatical leave shall be granted only for educational purposes. The educational purposes must be directly related to the teacher's MEHS position. The criteria to be considered for each applicant shall be: 1) benefit to the educational program of MEHS, and 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 the Superintendent. If no similar position is available or if the similar position is filled, layoff procedures as provided for in Article 8 shall be invoked.

Section 11: Medical Leave Bank

Any team member may become a member of the Medical Leave Bank by authorizing the donation of fifteen (15) hours of leave to the Bank on the form provided by the Employer.

Newly-hired bargaining unit members must donate within the first one hundred (100) days of employment.

Existing bargaining unit members may join by donating during an annual enrollment window of November 1 to December 15 each calendar year. Failure of the bargaining unit member to join by notification to the Employer during this period renders the bargaining unit member ineligible for use of the Medical Leave Bank for the following year.

Thereafter, members of the Bank shall donate to the Bank a leave day (8.0 hours) the first pay period of each year until the Bank reaches a maximum balance of 120 days (960 hours). Except for new participants, no more leave donations will be deducted until the Bank is depleted to 60 days (480 hours).

When the 60 day (480 hours) minimum is reached, each member of the Bank will again contribute one leave day (8.0 hours) each December 16 until the Bank again reaches a maximum of 120 days (960 hours).

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Section 12: Medical Leave Bank Use

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

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

If the Medical Leave Bank is disbanded the accumulated medical leave in the bank will be distributed equally to all the bargaining unit members who are Medical Leave Bank members at the time. This leave will be deposited into their personal leave account. A report of the balance of the Medical Leave Bank will be provided to the TEAME president upon request.

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**ARTICLE 13
SALARY**

Section 1: Alaska Geographic Differential Pay

A. Effective July 1, 2010, all members working in Sitka shall receive a Sitka Alaska geographical differential of 5% to the TEAME wage scale.

Section 2: Compensation

Contracted teachers serving a school term of one hundred and seventy two (172) contract days or more shall be credited with a year of teaching service.

A. TEAME Salary Schedule effective 7/1/12

For the purposes of this proposal the table has been removed. After this Article has been TA'd the tables will be added back in showing the agreed upon wages.

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The State proposes that effective July 1, 2012 the wages in effect on July 1, 2011 will be increased by two percent (2 %).

Effective July 1, 2013 the wages in effect on July 1, 2012 will be increased by one percent (1 %).

Effective July 1, 2014 the wages in effect on July 1, 2013 will be increased by one percent (1 %).

The parties further agree that should the State enter into a voluntary agreement with the Labor, Trades and Crafts unit or the Alaska Correctional Officer Association that provides for an increase in wages for the July 1 2012 through June 30, 2015 timeframe in excess of that provided for in this Agreement, upon request of the Union, this Agreement will be promptly reopened for the sole purpose of negotiating equivalent terms for this Agreement.

Section 3: Placement on Column

Each teacher shall be placed on the highest numbered row and column step for which s/he qualifies from the time the teacher received his/her teaching certificate issued by a state.

The total creditable years of teaching experience shall be the sum of:

A. Each year of teaching experience in an Alaska public school, whether operated by a school district, REAA, the State or the Bureau of Indian Affairs (BIA); and
Each year of teaching experience in a nationally, regionally or state-accredited public school outside Alaska, including over-seas schools; to a maximum of five (5) years.

B. Each year of certificated, international teaching experience up to a maximum of two (2) additional years with the approval of the superintendent.
Employees on the Teachers Salary Schedule who advance from one vertical column to another at any time shall move to the corresponding eligible step on the higher column, if s/he has filed notice of additional educational credit with the superintendent no later than November 1 of the current year.

Salary placement credit will be allowed for:

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A. Applicable education courses, including all credits earned by a teacher for supervising a student teacher or intern teacher to a maximum of 6 credits out of every 15 credits recognized for movement from column to column on the salary schedule. This limitation on the counting of credits for supervising student or intern teachers becomes effective on July 1, 1998.

B. Courses applicable to the teacher's current teaching assignment.

C. Courses in the teacher's major or minor field.

D. Certain workshops will be allowed to the same extent as they are allowed with prior approval by the Department of Education and Early Development for renewal of a teaching certificate.

E. Any professional educational hours earned to secure an initial teaching certificate shall not be allowed for any additional range on the salary schedule unless the teacher is teaching in his/her major field.

The superintendent may approve substitutions for the above requirements if the circumstances are unique.

All certificated teaching staff who are assigned night duty and or weekend duty shall be paid at their regular rate plus an additional 3.75 percent of their daily rate.

All certificated teaching staff who are assigned to work school holidays or school vacation days shall be paid at a rate one and one-half (1 ½) times that of their normal per diem.

Section 4: Health Insurance

Employer Provided Health Insurance

The Employer will continue to provide a flexible benefits program for the provision of health insurance. Eligible employees will pay, by payroll deduction, any difference between the Employer's contribution and the total premium required to provide the coverage elected by the employee under the flexible benefits program. The Employer will seek to maintain a plan with prudent reserves and minimal cost shifting. This article will in no way limit the Commissioner's authority under AS 39.30.095B. Effective July 1, 2012 the Employer's health insurance contribution shall be increased to one thousand three hundred thirty dollars (\$1330) for each eligible employee per month. Effective July 1 of each subsequent 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 the employees and their dependents for coverage and the precise benefits to be provided will be as set forth in the insurance plan documents, consistent with AS 39.30.090.

The Employer will provide written notice to the Association of changes to the level of health insurance benefits at least sixty (60) days prior to implementation. 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 and AS

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Effective July 1, 2010, through the duration of this agreement, insurance will be provided in whole or in part by the Employer as follows:

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39.30.095. The Employer agrees to continue to require the provider under the Employer plan to provide a toll-free number for the purpose of handling inquiries and complaints to the provider.

Section 5: Contract Extensions

Compensation for contract extensions within the regular school year shall be calculated at the employee's per diem rate. Compensation for contracts extended beyond the regular school year shall be at the per diem rate unless mutually agreed otherwise. The teacher's per diem rate shall be calculated by dividing the teacher's total salary by one hundred and eighty-eight (188) days. However, as of July 1 any change in the per diem will be reflected on new or continuing contracts.

Section 6: Student Activity Sponsorship

All Teacher sponsors will be compensated in accordance with the following provisions.

The employer shall annually review the extra curricular program to determine which activities shall be included.

If the administration cannot find a viable volunteer for a vacant student activity sponsorship, TEAME agrees to provide a viable candidate.

Student activity sponsorship is defined as direct supervision outside the work day for an activity club, or sport.

Ability to perform an activity sponsorship shall have no bearing on continued classroom teaching assignment or formal evaluation.

A copy of the completed, signed contract shall be given to the activity sponsor prior to the beginning of the activity.

A teacher may be released from any activity sponsorship contract for reasons of health, just cause, or for any reason which is mutually agreed to by the teacher and the employer. Termination initiated by the employer before completion of the contract is subject to the grievance procedure.

A. Authorized activities will be compensated by assignment to one of the seven (7) salary ranges each of which has four (4) experience steps. The percentages outlined are percentages of the BA /0 level, which includes the Geographic Differential Pay as a value on the salary schedule in effect at the time the activity is sponsored.

Range

Experience Steps	1	2	3	4	5	6	7
0	.0200	.0400	.0480	.0560	.0640	.0880	.1280
1	.0210	.0420	.0504	.0588	.0672	.0924	.1344
2	.0220	.0440	.0528	.0616	.0704	.0968	.1408
3	.0230	.0460	.0552	.0644	.0736	.1012	.1472

P.F. 3/16/12

4	.0240	.0480	.0576	.0672	.0768	.1056	.1536
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B. Five (5) experience steps shall be allowed providing that:

1. All experience is gained in the activity for which compensation is being considered.
2. Only experience at MEHS will be credited.
3. The attached schedule of activities and ranges shall be implemented for the duration of the agreement unless changes are mutually agreed to.

C. Prior to the beginning of the activity the Employer shall make the final decision as to whether the activity will be authorized for compensation. Teachers shall not be required to perform activities from this schedule that have not been compensated.

D. Teachers will be eligible for the allowable per diem for required travel. Other expenses will be reimbursed only if pre-authorized,

E. Known activity sponsorship positions for the upcoming school year will be posted ten (10) working days prior to the conclusion of the academic school year. Whenever possible, activity sponsorships will be assigned prior to the end of the school year.

Section 7: Student Activity Sponsorship Schedule

Activity Assigned Range

Activity Director 7

Basketball

Varsity Boys 7

Varsity Girls 7

Assistant Boys 5

Assistant Girls 5

Cross country

varsity 2

assistant 1

Volleyball

varsity 7

assistant 5

Wrestling

varsity 7

assistant 5

Yearbook advisor 4

National Honor Society 2

Cheerleader Coach 4

Student Counsel Advisor 5

Battle of The Books Coordinator 1

Future Teachers Club Coordinator 3

Drama Debate and Forensics 4

Section 8: Payroll Deductions

P.F. 3/16/12

Within thirty (30) days after receipt of written authorization from the teacher, the State shall deduct from the salary of the employee and make appropriate remittance for: NEA-AK and NEA dues. Such authorization shall continue in effect from year to year. Pursuant to such authorization, the State shall deduct one-tenth (1/10) of such dues from the regular semi-monthly pay warrant of the affected employee each month for the ten (10) months beginning in September and ending in June of each year. Amounts to be deducted shall be supplied to the State through a schedule established by the Association. Any balance due upon the employee's termination of employment shall be deducted from such individual's final pay warrant.

bmerit-posthumus 2/10/12 11:50 AM
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The employee also reserves the right to authorize the State to deduct the entire amount from any designated paywarrant. Prior authorizations existing on the effective date of this Agreement shall continue in full force and effect into this and successor agreements unless and until revoked in writing by the employee between August 15 and September 15 of any school year. The State shall transmit to the Association the total semi-monthly deduction for the professional dues within ten (10) school days following each regular pay period with a listing of the employees for whom the deduction was made.

bmerit-posthumus 2/10/12 11:50 AM
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Deductions for tax sheltered annuities, and retirement or investment programs shall be authorized at the employee's request.

Direct deposits of paywarrant will be made upon request of the employee.

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Paywarrants will be distributed over a twelve (12) month period in order to ensure year-round insurance coverage for MEHS teachers. The annual salary will be paid on a semi-monthly basis, consisting of twenty-four (24) approximately equal payments for the school year.

bmerit-posthumus 2/10/12 11:51 AM
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(Semi-Monthly Salary = Annual Salary)
24

Teacher Travel

Authorized travel, per diem and meal allowances will be paid in accordance with the State Administrative Manual AAM 60.010 - AAM 60.380, as revised.

Activities Expenses

Authorized travel expenses incurred in conjunction with student activities which exceed the per diem advanced will be reimbursed upon the submission of receipts. This section applies only to expenditures on behalf of students and does not otherwise affect the travel and per diem entitlements of teachers.

The parties agree that if a bi-weekly pay schedule becomes available in the future, it will be implemented at the State's convenience. Leave accrual and any other conditions or benefits calculated based on a semi-monthly pay cycle will be recalculated to ensure that the conditions or annual benefits are not reduced by a conversion to a bi-weekly pay cycle.

P.F. 3/16/12

**ARTICLE 14
CONCLUSION OF COLLECTIVE BARGAINING**

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

Prior to enacting any change in the terms and conditions of employment, as established by a specific provision of this Agreement, the Commissioner of the Department of Administration will obtain the approval of TEAME in the form of a Letter of Agreement. Prior to enacting any change in any mandatory subject of bargaining which is not established by a specific provision of this Agreement, or a subject of written negotiations proposal, TEAME will be notified in advance of the proposed change thereby enabling them to negotiate on that change.

In the event of any enactment by the Legislature that creates conditions not specifically covered by this Agreement, the parties agree to immediately negotiate a mutually satisfactory supplement covering such operations.

For THE STATE OF ALASKA

FOR THE TEACHERS EDUCATION
ASSOCIATION OF MT.EDGE CUMBE

Becky Hultberg, Commissioner
Department of Administration

Paul Fitzgibbon,
President TEAME

Benthe Mertl-Posthumus
Chief Spokesperson

Greg Raschick
Team member

Allison Hanzawa
Team member

Mark Nance
Team member

Julie Yancey
Team member

Willie Anderson
NEA-Alaska Consultant



Alaska State Legislature

Senate

Official Business

Office of the Secretary

State Capitol, Room 211
Juneau, Alaska 99801-1182
Phone: (907) 465-3701
Fax: (907) 465-2832
Email:senate_secretary@legis.state.ak.us

Memorandum

TO: Senator Hoffman, Cochair
Senator Stedman, Cochair
Senate Finance Committee

FROM: Kirsten Waid *Kirsten Waid*
Secretary of the Senate

DATE: March 21, 2012

SUBJECT: Report of Monetary Terms

In accordance with AS 23.40.215, the President has referred the following to your committee for review:

Monetary terms for the collective bargaining agreement reached with the Public Employees Local 71 representing the Labor, Trades and Crafts bargaining unit.

Attachments

KW:lc

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 16, 2012

The Honorable Gary Stevens
President of the Senate
Alaska State Senate
Alaska State Capitol, Room 111
Juneau, Alaska 99801-1182

The Honorable Mike Chenault
Speaker of the House
Alaska State House of Representatives
Alaska State Capitol, Room 208
Juneau, AK 99801-1182

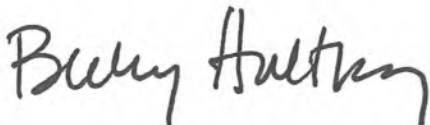
Dear President Stevens and Speaker Chenault:

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 Public Employees Local 71 representing the Labor, Trades and Crafts 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. In the interest of maintaining harmonious relations, 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 don't hesitate to call.

Sincerely,



Becky Hultberg
Commissioner

Attachments: 3

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

STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

REBECCA 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: March 16, 2012

From: Becky Hultberg *BH*

Phone: 465-2200

Subject: Monetary terms of the July 1, 2012 to June 30, 2015, Collective Bargaining Agreement between the State and the Public Employees Local 71

The Administration has concluded negotiations with the Public Employees Local 71 representing the Labor, Trades and Crafts bargaining unit (LTC). If approved by the Legislature the monetary terms of this agreement become effective July 1, 2012 and remain in effect through June 30, 2015.

I. Terms Requiring Appropriation.

Current Legislative Session

Effective July 1, 2012, the employer health premium contribution shall increase by an amount of money necessary to fund comparable coverage to maintain the AlaskaCare Economy plan. This amounts to an increase of \$80.00 per member, per month.

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

Future Legislative Sessions

Effective July 1, 2013, the employer health premium contribution shall increase by an amount of money not exceeding that necessary to maintain comparable coverage under the current AlaskaCare Economy Plan.

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

Effective July 1, 2014, the employer health premium contribution shall increase by an amount of money not exceeding that necessary to maintain comparable coverage under the current AlaskaCare Economy Plan.

Effective July 1, 2014, the wage schedule in effect on July 1, 2013, 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 an 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: All Commissioners

All Administrative Services Directors

Scot Arehart, Director
Division of Finance

Nicki Neal, Director
Division of Personnel and Labor Relations

ARTICLE 1 - PURPOSE

3K laws
T.A. KD
2/15/12
PL 2-15-2012

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

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

Public Employees Local 71 Proposal

Date 2/15/12 Time _____

ARTICLE 2 - RECOGNITION

The Employer recognizes, during the term of this Agreement, the Union as the sole and exclusive collective bargaining representative for all employees working in the classifications in the Labor, Trades and Crafts Unit and as the representative of all such employees in interpreting this Agreement and adjusting disputes.

Tentative Agreement:

Belfrage
Local 71

2-15-2012
Date

BL Long
TD TA
State of Alaska

2/15/12
Date

Public Employees Local 71 Proposal

Date 2/15/12 Time 9:47 am

ARTICLE 3 - UNION ACTIVITIES

The Employer agrees that it shall not in any manner, directly or indirectly, attempt to interfere between any of its employees and the Union; it will not in any manner restrain or attempt to restrain any employee from belonging to the Union or from taking an active part in Union affairs; and it will not discriminate against any employee because of the Union membership or lawful Union activity.

Book Long

Tentative Agreement:

Bel Johnson
Local 71

KD
State of Alaska

12-15-2012
Date

2/15/12
Date

Book

BK Long 2/22/12
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2-22-12

Public Employees Local 71 Proposal

Date 2/22/12 Time _____

ARTICLE 4 - EMPLOYMENT REFERRAL PROCEDURES

4.01 - REFERRAL SERVICES

The Union agrees to maintain preferential referral procedures for the purpose of soliciting qualified workers in order to fill all Employer referral requests. Except for promotions, demotions, transfers and emergency appointments, the Employer agrees to use such referral services and will call upon the Union to furnish all qualified workers required. The Employer further agrees to notify the employee and the Union of all promotions, demotions, transfers and emergency appointments.

4.02 - NONPERMANENT TO PERMANENT

The Employer may elect to appoint a nonpermanent employee into a permanent position if the position to be filled is at the entry level at that duty station; provided, however, that any qualified permanent part-time employees in that duty station are offered first rights of refusal to the position. The Employer shall notify the Union of such appointments in accordance with Section 6.

4.03 - REFERRAL COMMITTEE

The Union shall create a preferential referral committee within thirty (30) days of the signing of this contract, composed of not more than three (3) individuals appointed by the Union, to supervise and control the operation of the job referral system herein.

4.04 - APPLICATION FORMS/NONDISCRIMINATION

The Union agrees to accept and review applications, on forms provided by the Employer, from all those wishing to apply for possible openings with the State. Selection of applicants for referral to jobs shall be nondiscriminatory and shall not be based on nor affected by race, creed, color, age, sex, national origin or political affiliation or activity. The Union agrees that it will not discriminate against non-Union workers in referring applicants to the Employer, and the Employer agrees that it will not discriminate against Union workers in selecting job applicants referred by the Union.

4.05 - PREFERENTIAL CATEGORIES

- A. The parties recognize the primary importance to employ residents of Alaska. Both the Union and the Employer shall give first preference to qualified residents of Alaska. Also, preference shall be given to qualified residents in the immediate area of the job call.
- B. It is understood the Employer will have need for employees with special skills and abilities. The Union agrees to refer persons possessing such skills and abilities and to honor all such bona fide requests.
- C. The parties recognize the need to hire people with disabilities. A person with a disability is one so specified under regulations issued by the Vocational Rehabilitation Division of the Department of Labor and Workforce Development.

D. Pursuant to the parties mutual recognition of the principles of Equal Employment Opportunity and Affirmative Action, the parties agree that selective certification by referral will be made to satisfy the State's affirmative action objectives. When a specific request is made for a referral to fill a position with an applicant in a protected category, the Union will make every effort to honor such request, providing such underutilization has been specified and approved by the Office of Equal Employment Opportunity. In such cases, the Union will have seventy-two (72) hours, rather than forty-eight (48) hours, to make the referral.

E. The criteria expressed in the subsections above may be used as justification for an appointment from other than the top qualified and available candidates; provided, however, the individual is registered with the Union.

4.06 - REJECTION OF APPLICANTS

The Employer retains the right to reject any job applicant, but the applicant and the Union shall be entitled to the reason for such rejection.

4.07 - REFERRAL TIME FRAME REQUIREMENTS

In the event the Union is unable to supply the Employer with three (3) qualified workers within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) when called upon by the Employer, the Union and the Employer will coordinate efforts to advertise such openings for job vacancies to reach the largest pool of applicants. The Employer may procure workers from other sources; provided, however, that in such instances the Employer shall promptly furnish the Union with the names of such workers, their classification and date of hiring. In any emergency resulting from an act of God or natural disaster, the Employer may temporarily procure workers from any source.

4.08 - UNION MEMBERSHIP - NEW EMPLOYEES

It is further agreed that all workers employed by the Employer who are not already members shall become members of the Union or make the uniformly required payments on or before the thirty-first (31st) calendar day following the beginning of employment or the effective date of this Agreement, whichever is later, and all employees shall maintain membership in the Union as a condition of employment during the life of this Agreement. Membership means to tender the initiation fees and the periodic dues or fees uniformly required as a condition of acquiring or retaining membership in the Union. All requests by the Union for dismissal of any employee for failure to comply with this provision shall be in writing.

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.

4.09 - UNION STEWARD - NEW EMPLOYEE NOTICE

Within a five (5) day period after reporting to work, each new employee within the bargaining unit shall be informed as to the identity of the Union steward, chief job steward, or a Union representative by the supervisor in the activity to which such employee will be regularly assigned. Each employee transferred from a section or shift shall likewise be informed.

4.10 - O.S.C.O. EXEMPTION FROM UNION REFERRAL

It is agreed between the parties that the Occupational Safety Compliance Officers under the Agreement shall be required to meet minimum qualifications established by the State as well as being required to pass any examinations to be considered for employment. The recruitment and selection procedures for Occupational Safety Compliance Officers shall be determined by the Employer.

Tentative Agreement:

Local 71

State of Alaska

Date

Date

Public Employees Local 71 Proposal

Date 2/15/12 Time _____

ARTICLE 5 - UNION RESPONSIBILITY

5.01 - NONDISCRIMINATION

The Union assumes all obligations and responsibility for the continued membership of its members and the Union shall retain the right to discipline its members. No worker shall be discriminated against for the upholding of Union principles, and any employee who works under the instructions of the Union, provided such instructions are in compliance with the Agreement, or who serves on a committee, shall not lose their position or be discriminated against for this reason.

5.02 - BINDING EFFECT OF AGREEMENT

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

5.03 - HARMONIOUS RELATIONSHIP

It is the responsibility of the Employer to manage the work force. It is the responsibility of the parties to promote such practices as will improve the quality of service provided and the working conditions of the members. The Union agrees that it will actively dissuade excessive absenteeism and other practices which may hamper the Employer's operation and that the Union will support the Employer's efforts to eliminate waste and inefficiency, to improve the quality of work, and to promote harmonious relations between the Employer and employees.

5.04 - EMPLOYER RULES AND REGULATIONS

The Union agrees to make every effort to see that the members working under this Agreement obey all reasonable rules, instructions, and regulations prescribed by the Employer.

Tentative Agreement:

Bel Johnson
Local 71

2-15-2012
Date

TA BK

KD
State of Alaska

2/15/12
Date

*State proposal 9:30 am
2/22/12*

ARTICLE 6 - RECOGNITION OF RIGHTS AND FUNCTIONS OF MANAGEMENT

6.01 - MANAGEMENT'S AUTHORITY

Except as provided in this Agreement, nothing herein limits the Employer in the exercise of the rights of ownership and management. Accordingly, the Employer has, among others, the right to: select its supervisory personnel (supervisors as defined by the Alaska State Labor Relations Agency); to hire new employees; to discipline, suspend, or discharge employees for just cause; to decide and determine and designate all occupational classifications it has to offer its employees, to assign duties and responsibilities to employees, to make such rules and regulations as the Employer considers necessary or advisable for the orderly and efficient conduct of its operations and to require employees to observe such rules and regulations; provided, however, the exercising of the aforementioned rights is not inconsistent with the provisions of this Agreement.

*TAKD
3/8/12
11:44
3-8-12*

6.02 - AUTHORITY RETENTION

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

6.03 - EXEMPTION TO WORK STOPPAGE

The Union recognizes that the continuity of certain work is imperative to the public service mission of the Employer, and if a work stoppage should occur, management and all other personnel not covered by this Agreement, including guards, firefighters, and other protectors of public safety and health, shall be permitted to perform their respective functions without interference by the Union or its members.

FA 2/15/12
BK hang
Rf. 2-15-2012

ARTICLE 8 - SEPARATION FROM STATE SERVICE/DISCIPLINE

8.01 - DISCIPLINE

The Employer retains the right to discipline or suspend an employee for just cause but agrees that the Union steward or a paid Union representative shall be notified in writing concurrent with written notice to the employee. The Employer further agrees that the Union steward or representative shall be present, if requested by the employee, during all stages of conduct of hearings determining such matters.

The following provision shall apply only to employees in positions that require the employee to possess a commercial driver's license (CDL) and who are subject to testing for drugs and alcohol under the provisions of title 49, Code of Federal Regulations.

- A. Employees who test positive for illegal drugs as defined in the Code of Federal Regulations shall be suspended for a minimum of ninety (90) days without pay as discipline. More severe discipline is subject to the just cause standard.
- B. Employees who test positive a second time for illegal drugs will be considered for immediate dismissal, subject to the just cause standard.
- C. The Union reserves the right to challenge the validity of the urinalysis and reporting under the provisions of Article 9.

8.02 - DISCHARGE

The Employer retains the right to discharge a permanent employee for just cause such as incompetence, unsatisfactory performance of duties, and unexcused absenteeism. The Employer further agrees that the Union steward and the Union office in the employee's district shall be notified immediately by copy of the written notice to the employee giving the reason(s) for such discharge. The Employer further agrees that with the exception of intoxication, substance abuse, dishonesty, gross disobedience,- physical assault, abandonment of duties, lewd behavior, theft, fraud, or accessing or viewing pornography all permanent employees shall be given two (2) weeks notice or two (2) weeks pay prior to discharge. Employees other than permanent employees discharged or terminated under the provisions of this section shall have appeal rights through Step Three of the grievance procedure.

8.03 - RESIGNATION

A bargaining unit member may resign from the State by presenting the resignation in writing (including fax or email) to the member's first level supervisor outside of the bargaining unit. To resign in good standing the bargaining unit member must give the supervisor at least fourteen (14) calendar days notice. A bargaining unit member may resign in good standing with less than fourteen (14) calendar days notice when there is an emergency, as determined by management.

8.04 - TERMINATION/LAYOFF SLIPS

It shall be mandatory that the Employer furnish each employee a termination or layoff slip showing the actual reason for termination or layoff. Employees in year-round service will receive two (2) weeks notice prior to layoff or two (2) weeks pay in lieu thereof. The Employer will make every effort to provide employees in seasonal service with two (2) weeks notice prior to layoff.

ARTICLE 9 - GRIEVANCE PROCEDURES

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TA RR KD
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change 2/15/12

9.01 - GRIEVANCES

A grievance shall be defined as any controversy or dispute arising between the Union or an employee of the bargaining unit and the Employer. Having a desire to create and maintain labor relations harmony, the parties agree that they will promptly attempt to adjust all complaints, disputes, controversies, or other grievances arising between them involving questions of interpretation or application of the terms and provisions of this Agreement, or other controversy or dispute having occasion to arise between the parties. If differences or disputes of any kind arise between the Union or the employee covered herein and the Employer, the Union or the aggrieved employee, as the case may be, shall use the following procedure as the sole means of settling said grievance. Deadlines may be extended by mutual agreement.

Disciplinary Grievances: Any grievance resulting from a dismissal, demotion for cause, or suspension in excess of thirty (30) days shall be entered into the procedure at Step Two and must be brought to the attention of the Employer through the Union within ten (10) working days of the effective date of the action or the date the employee is made aware of the action, whichever is later, to receive the assistance of the Union and the use of this grievance procedure.

Step One: Except for disciplinary grievances described above, any dispute must be brought to the attention of the Employer through the Union, consistent with the procedures set forth in this Article, within thirty (30) working days of the effective date of the disputed action or the date the employee is made aware of the action, whichever is later, to receive the attention of the Union and the use of this grievance procedure. The employee may report in writing to the Steward or designated representative of the Union any grievance that arises between the employee and the Employer. The written grievance will be filed with the employee's first line supervisor outside of the Labor, Trades and Crafts bargaining unit by the designated representative for investigation and resolution. The supervisor, with whom the grievance is filed, will provide an answer in writing, any corrective action taken and whether the grievance is denied or granted in total or in part within ten (10) working days.

Step Two: If the grievance is not resolved at Step One, the grievance shall be referred in writing to the designated Human Resource ~~representative~~ Manager of the Management Services Group for the department or agency in which the grievant(s) is (are) employed within ten (10) working days after receipt of a response or the date response is due, whichever is earliest. The designated Human Resource Manager for that department or agency shall answer the Union representative within fifteen (15) working days in writing.

Step Three: If the grievance is not resolved at Step Two, the grievance may be submitted by the Union for settlement to the Commissioner of the Department of Administration within ten (10) working days after receipt of a Step Two response or the date the response is due, whichever is earliest. If the grievance has not been settled in writing within twenty (20) working days after receipt by the Commissioner, either party may proceed to Step Four of this Article if the nature of the grievance falls within the scope of Step Four. Date of receipt shall constitute date of answer or date the response is due, whichever is earliest. In the event the matter is settled by written agreement between the Union representative and the Commissioner of the Department of Administration, such written agreement shall have the same force and effect as a decision or award of the arbitrator and shall be final and binding on each of the parties and they will abide thereby. Should either party fail or refuse to abide by the written agreement, the prevailing party shall be free to take whatever action it deems necessary and such action will not be considered in violation of this Agreement.

Step Four: Arbitration. Any grievance which involves the application or interpretation of the

terms of this Agreement or is an appeal from demotion or dismissal of a permanent employee, or an appeal from dismissal of a probationary employee holding permanent status in another classification, which is not settled at Step Three may be submitted to arbitration for settlement. The Union shall state which Article(s) and section(s) the State may have violated. If either party desires to demand arbitration, the request must be received in writing within twenty (20) days of the receipt of the completed Step Three grievance. The parties will meet within ten (10) days to strike names.

9.02 - BOARD OF ARBITRATION

Within thirty (30) days of the signing of this Agreement the Employer and the Union will jointly request from the United States Federal Mediation and Conciliation Service (USFMCS) the names of thirty (30) qualified arbitrators. Each party may add up to three (3) names of arbitrators to the list provided from the USFMCS. From the list of thirty-six (36) arbitrators the employer and the Union shall alternately strike from the list one (1) name at a time until eleven (11) names remain on the list. This list of eleven (11) arbitrators shall be used by the parties to select individual arbitrators for arbitration. Either party may, at any time, request a new list of arbitrators during the life of this Agreement.

In the event that arbitration becomes necessary, the arbitrator will be selected by the Union and the Employer by alternately striking names from the list one name at a time until only one name remains on the list. The name of the arbitrator remaining on the list shall be accepted by the parties and arbitration shall commence within sixty (60) calendar days, unless otherwise mutually agreed to by both parties.

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

The arbitrator shall render a decision within thirty (30) days following the final day of the arbitration hearing unless mutually agreed to by both parties. Expenses incident to the services of the arbitrator shall be borne by 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.

9.03 - GRIEVANCE - MEDIATION

Nothing in this article shall preclude the parties from mutually agreeing to submit any grievance(s) not resolved at Step Three to mediation. The mediation agreement shall provide that:

1. Within thirty (30) days of the signing of this Agreement the Employer and the Union will jointly request from the United States Federal Mediation and Conciliation Service (USFMCS) the names of twenty-one (21) qualified mediators. From the list of twenty-one (21) mediators the employer and the Union shall alternately strike from the list one name at a time until eleven (11) names remain. This list of mediators shall be used by the parties to select individual mediators. This does not prohibit the parties from compiling a mutually acceptable list without the assistance of the USFMCS. A member of the arbitration panel may also serve on the mediation panel; however, if mediation does not resolve the dispute(s), the mediator shall not be selected

to hear and decide the matter at Step Four.

2. The parties agree only to have as many people present at the mediation as necessary.

3. The taking of oaths and the examination of witnesses shall not be permitted nor shall any written or electronic record of the proceeding be made. There shall be no formal evidentiary rules and the mediator shall decide any questions of procedure or of the admissibility of facts or arguments. Documents and other evidence submitted to the mediator shall be returned to the presenting party at the conclusion of the mediation meetings.

4. Comments, opinions, admissions and settlement offers of the parties or of the mediator shall be confidential and shall not be admissible or in any manner referred to in any future arbitration, hearing or other matter.

5. If the grievance(s) remain unresolved at the conclusion of the mediation meeting, the mediator will provide an oral statement to each party regarding how he/she would rule in the case based upon the evidence and argument presented.

6. Expenses incident to the services of the mediator shall be borne equally by the Employer and the Union. Except for the expenses of the mediator, each party shall be responsible for its own costs and fees.

7. Any mediation agreement shall provide for a specific extension of the time frames of Step four of this article, which may be modified by mutual agreement. Except as extended under authority of this provision, all time frames shall apply.

8. The parties may agree to such other provisions as they deem proper and necessary to facilitate resolution of the dispute.

Public Employees Local 71 Proposal

Date 2/15/12 Time _____

ARTICLE 10 - UNION REPRESENTATIVES

10.01 - UNION REPRESENTATIVES

The Union shall have representatives, as designated by the Business Manager, who shall be authorized to speak for the Union in all matters governed by this Agreement and shall be permitted to visit any work area at any time with advance notice and mutual consent to the person in charge, so long as such visits do not disrupt the work or the employees doing such work.

10.02 - SHOP STEWARDS

In addition to the above, the Union may, upon written notice to the Director of the Division of Personnel and Labor Relations, authorize Shop Stewards from among the employees of the Employer to carry out the intent and purposes of this Agreement. Where practical, the shop steward shall notify their immediate supervisor prior to performing their union duties while at work. Stewards shall suffer no loss in compensation for time spent handling complaints and grievances for up to ten (10) hours per month. All time spent in such activities shall be recorded on a State form which clearly identifies the activity as release time. The Union shall provide to the Director of the Division of Personnel and Labor Relations a current list of all shop stewards every six (6) months.

Tentative Agreement:

JF BK Long

Bob Johnson
Local 71

KD
State of Alaska

2-15-2012
Date

2/15/12
Date

Public Employees Local 71 Proposal

Date 2/15/12 Time _____

ARTICLE 11 - EXAMINATION OF RECORDS

Any bargaining unit member or Union representative shall have the right to examine the employee's records pertaining to wages, hours and conditions covered by this Agreement subject to the following:

- A. An employee's employment records, other than those considered confidential under AS 39.25.080, shall be made available by the Employer for inspection by the authorized Union representative upon two (2) working days written or email notice by the Union to the State office where the records are maintained.
- B. Reasonable requests for copies of records as specified in this Article will be honored. The parties recognize that it may become necessary to charge for copies requested at the rate of twenty-five cents (\$.25) per page.

Tentative Agreement:

Bol Johnson
Local 71

2-15-2012
Date

TA BK
KD
State of Alaska

2/15/12
Date

Public Employees Local 71 Proposal

Date 2/15/12 Time _____

TA - P172
KD 2/15/12
BK exempt 12.00 Hours
keep charge.
TA of 2-15-2012

ARTICLE 12 - CHECKOFF

12.01 - MEMBERSHIP - UNION DUES

Whenever an employee coming under the terms of this Agreement executes and delivers to the Union, who will deliver to the Employer, a proper written assignment for the deduction of Union dues/fees and initiation fees from the employee's wages, and the Secretary/Treasurer of the Union notifies the Employer that such Union dues/fees are due, the Employer agrees to make such deductions within thirty-one (31) days from the date of the notification and to remit to the Union the amount so deducted from each. All employees in the bargaining unit on the Employer's payroll on the effective date of this Agreement who have previously executed a proper written assignment shall continue to have their assigned dues/fees and initiation fees deducted from their wages. Upon receipt of a proper written assignment, the Employer shall deduct from the pay of each new employee in the unit such assigned dues and fees for the period specified so long as the employee remains in the unit. Such deductions shall commence not later than the pay period following the first full pay period after proper authorization is received by the State.

"Proper written assignment" shall mean an authorization executed by the employee for deductions of dues and fees in an amount as specified by the Secretary/Treasurer of the Union. The amount of dues and fees to be deducted shall be those amounts as specified to the Directors of the Divisions of Labor Relations and Finance by the Union Secretary/Treasurer. The Secretary/Treasurer of the Union shall notify the Directors of the Divisions of Labor Relations and Finance in writing of any change in dues or fees which require payroll programming changes at least sixty (60) days prior to the effective date of the change. The union shall provide written notice at least thirty (30) days prior to the effective date of any other change in dues or fees.

The Employer agrees to provide to the Union, each pay period, a list of employees showing the amounts deducted from each. This list will also include all employees and their classifications working under the jurisdiction of this Agreement. No other employee organization shall be accorded payroll deduction privileges with regard to this bargaining unit.

All dues and initiation fee assignments executed by employees shall be effective for as long as such employee is employed by the Employer in a position coming within the purview of this Agreement. However, assignments may be canceled by an employee who gives notice in writing to the Employer during the month of July

P 272

each year.

12.02 -VOLUNTARY DONATIONS

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 Public Employees Local 71 Supporting League. The Union will obtain the payroll deduction authorization from each employee who wishes to participate and forward such authorization to the State so that the deduction can be made.

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It is agreed that an employee cannot revise the amount to be deducted once the authorization has been received by the State except during the month of January each year. However, an employee may withdraw the authorization at any time by notifying the Division of Personnel in writing at least thirty (30) days prior to the last intended deduction.

The Union will furnish the payroll deduction authorization forms as approved by the State.

Signed on page 1

Tentative Agreement:

Local 71

State of Alaska

Date

Date

ARTICLE 15 - TRAVEL AND MOVING

TA BK lang
2/22/12 11:30
KD
2-22-2012

15.01 - TRAVEL STATUS

An employee shall be considered in travel status from the time an authorized trip begins until it ends. For purposes of interpretation, travel status will begin and end when the employee leaves and returns to his/her duty station if travel begins and ends during assigned working hours, or when the employee leaves and returns to his/her home if travel begins and ends outside assigned working hours.

No employee shall be required to travel for more than forty-eight (48) hours from the employee's duty station without prior authorization and travel advanced funds, based on the travel status requested by the Employer and applicable per diem rates.

Travel entitlements shall be paid in accordance with the Fair Labor Standards Act, except as provided in this section. However, if travel is outside of an employee's regularly scheduled hours of work and not in conjunction with the day's work, the employee shall be paid straight time for all such travel up to a maximum of two (2) hours. If travel on a regularly scheduled day off is outside the employee's normal work hours, the employee shall receive straight time for all such travel up to a maximum of two (2) hours.

Article 14.03 (Call Back) and Article 14.04 (On Call) do not apply during travel time; however, employees may be required to work as necessary for vehicle loading, unloading or repositioning during time in travel status.

15.02 - LODGING ALLOWANCE

When an employee is in travel status overnight on State business away from their duty station and quarters are not furnished, the Employer shall provide a lodging allowance in accordance with the following schedule. As to any one location assignment, the first thirty (30) days will be at the short-term rate and the day after that at the long-term rate.

Region	Location	Peak Season Rates 05/16 - 09/15		Off Season Rates 09/16 - 05/15	
		Short -Term	Long-Term	Short-Term	Long-Term
1	Southeast Alaska	\$74.00	\$44.40	\$64.00	\$38.40
2	Southcentral Alaska	79.00	47.40	59.00	35.40
3	Interior Alaska	64.00	38.40	54.00	32.40
4	Southwest Alaska	64.00	38.40	60.00	36.00
5	Barrow, Kotzebue	64.00	38.40	60.00	36.00

A bargaining unit member may request advance approval of the department head or his/her designee to receive a higher lodging allowance (consisting of actual hotel cost) on a trip-by-trip basis whenever the circumstances of travel are such that the established rate is not adequate to obtain lodging. Such requests will normally contain bulletins, agendas, etc., denoting prearranged lodging, and shall not be unreasonably denied.

When employees are assigned to temporary duty stations where a bunkhouse with heat, light, adequate cooking, sleeping and lavatory facilities is available and utilized by the employee, the lodging allowance shall be reduced by ten dollars (\$10) per day. This does not apply to Article 21.08.

B. An employee, who is assigned to work a distance of more than fifty (50) miles away from their permanent duty station, is entitled to a commuting allowance in lieu of a lodging allowance if they choose to return to their residence on their own time rather than obtaining overnight

lodging at their travel destination. The commuting allowance shall be equal to ninety percent (90%) of the applicable lodging allowance (short-term or long-term depending on the duration of the assignment).

The Meal and Incidental Expense Allowance for that day shall be paid in accordance with Article 15.03.

No mileage or travel pay will be paid for an employee's travel to or from their residence except for the initial assignment to and final return from a temporary work site.

C. An employee shall receive a lodging allowance for all travel outside the State of Alaska in accordance with the Alaska Administrative Manual.

15.03 - MEAL & INCIDENTAL EXPENSE ALLOWANCE

When an employee is traveling between work assignments or is temporarily assigned to work a distance of more than fifty (50) road miles away from their regularly assigned work location, the employee is entitled to a meal and incidental expense (M&IE) allowance in accordance with section 60.250 of the Alaska Administrative Manual. In no event will the M&IE rates be less than the following schedule:

	Short-term Rate	Long-term Rate
Breakfast	\$12.00	\$7.00
Lunch	16.00	9.00
Dinner	32.00	17.00
Daily Allowance	\$ 60.00	\$ 33.00

On the day of departure and return, the employee is entitled to a prorated M&IE allowance if the employee is in travel status at least three consecutive hours during a normal meal period. Normal meal periods are:

Breakfast	midnight to 10:00 a.m.
Lunch	10:00 a.m. to 3:00 p.m.
Dinner	3:00 p.m. to midnight.

Employees in travel status for less than twenty-four (24) hours but more than ten (10) hours who return to their residence and/or duty station rather than obtaining overnight lodging at their travel destination are entitled to a M&IE allowance of one-half the daily M&IE allowance for the destination.

An employee shall receive an M&IE allowance for all travel outside the State of Alaska in accordance with the Alaska Administrative Manual.

15.04 - REIMBURSABLE TRAVEL EXPENSES

Whenever an employee is required to change their place of residence because of a change in assignment, promotion or other reasons related to the employee's duties, the employee shall be reimbursed for transportation expenses in accordance with Section 60.360 of the Alaska Administrative Manual.

In cases of new hires to duty stations not on the connected highway system or ferry system, one-way airfare for the employee only will be furnished.

15.05 - REIMBURSABLE MOVING EXPENSES

Employees shall be reimbursed for moving expenses in accordance with Section 60.350 of the Alaska Administrative Manual. Transfer between duty stations and travel in exercising retention rights at the employee's option will be at the employee's expense.

15.06 - TRAVEL INSURANCE

The Employer shall insure the life of every employee against accidental death while in travel status away from their duty station in the amount of one hundred thousand dollars (\$100,000.00) at no cost to the employee. The employee shall name the beneficiary.

15.07 - PRIVATE VEHICLE USE

Any reimbursement for mileage for the use of the employee's privately owned vehicle shall be made pursuant to the Alaska Administrative Manual at the time of travel.

15.08 - PRIVATELY OWNED AIRCRAFT

From time-to-time it is mutually beneficial to have employees use their private aircraft in the course of State business. When the use of an employee's privately owned aircraft is authorized in advance by the Employer, reimbursement shall be one dollar-seven cents (\$1.07) per mile or such higher amount authorized in accordance with Section 60.090 of the Alaska Administrative Manual at the time of travel.

ARTICLE 16 - TIME CARDS

TA KD
Book keep.
2/15/12
2-15-2012

A. Corrections to the time-card hours and subsequent pay adjustments may be made and bargaining unit members will be notified by a copy of any alterations of their time card. All alterations will be made in a manner that does not obliterate or obscure the original time as reported by the employee. Copies of the employee's time cards shall be made available by the Employer for inspection by the employee or authorized Union representative upon eight (8) working hours written notice by the Union to the State office where the records are maintained.

B. If the employer implements an electronic timekeeping system, corrections to time cards and subsequent pay adjustments will be made using that system, and Section A of this article will not apply. Employees who are using the electronic timekeeping system will have access to review their time card on the system. If the employee is not able to access their time card on the system, then the employer will make available a copy upon eight (8) working hours written notice by the employee or the authorized Union representative.

C. The Employer shall not be required to keep time cards over sixty-five (65) days. Employees having a discrepancy on their time card must bring same to the attention of the Union within thirty (30) days after such discrepancy.

ARTICLE 17 - PAY PROCEDURES

TA KD
2/23/12
H. 2-23-2012

17.01 - PAYDAY

Payday shall be the fifteenth (15th) day of the month and the last day of the month. If the employee's payday falls on a Saturday, Sunday, or holiday, then the last working day before said Saturday, Sunday, or holiday shall be the payday. The parties agree that if a bi-weekly pay schedule becomes available in the future, it will be implemented at the State's convenience. Leave accrual and any other conditions or benefits calculated based on a semi-monthly pay cycle will be recalculated to ensure that the conditions or annual benefits are not reduced by a conversion to a bi-weekly pay cycle.

Noted - Bob
No objection
to ruling
OK
H.A. [unclear]
12/14/12
KD

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. If an employee does not receive their direct deposit within twenty-four (24) hours of the close of business on payday or if the employee who elects to receive their paycheck at home or at work does not receive their paycheck on payday, the employee shall be entitled to penalty pay of forty dollars (\$40.00) per day for each day the payment or check is late excluding Saturdays, Sundays and holidays to a maximum of four hundred dollars (\$400.00), provided the employee files notice with the Employer on forms provided by the State within the next regular day of business. Failure to provide notice to the Employer within the specified time period will forfeit claim for penalty pay until the date of written complaint to the Employer.

A. The Employer shall itemize all deductions except deferred compensation on pay advices or regular paychecks so employees can clearly determine the purposes for which amounts have been withheld and shall include the number of straight-time hours, overtime hours, dues deductions and basic rate per hour paid.

B. All mailed checks shall be considered paid timely if postmarked three (3) days prior to the due date.

17.02 - PAY SHORTAGES

Verified pay shortages shall be paid promptly after receipt of the employee's complaint in accordance with Section 17.01 and no later than fifteen (15) days after the written complaint is received on forms provided by the State.

It is agreed that pay shortages of twenty-five dollars (\$25.00) or less are exempt from this provision. However, it is agreed that such verified pay shortages will be paid by the next regular payday following receipt of the notice by the Employer or within the fifteen (15) days described above, whichever is later. If not paid within the prescribed period, the penalties as set forth in Section 17.01 shall apply. Date of mailing of the verified pay shortage shall constitute date of payment.

17.03 - TERMINATION PAY

When an employee is terminated, the employee's wages less terminal leave and retirement contributions, become due immediately and shall be paid during business hours no later than the fourth (4th) ~~third~~ (3rd) working day after termination. If not paid within the prescribed period, the penalties shall be seven and one-half (7.5) hours per day straight-time rate of pay for any day thereafter that the payment or check is late, provided that the employee files notice with the Employer on the next regular day of business. Failure to provide notice to the Employer within the specified time period will forfeit claim for penalty until such notice is given. Provided, however, if the employee voluntarily terminates without two (2) weeks prior notice, the late pay penalty shall not apply until after the following pay period. Date of electronic distribution or date

of mailing the paycheck shall constitute date of payment. Employees shall be entitled to penalty pay only from the date of written complaint to the Employer.

17.04 - REMOTE LOCATION EXEMPTION

The parties agree that the Employer is exempt from penalty pay under Section 17.01 and Section 17.03, for those employees assigned to duty stations at remote locations where United States mail delivery is not available, except when the regular or termination pay warrant is not mailed to the warrant address of record in accordance with the provisions referenced herein.

The Employer will make every effort, within available means, to forward or deliver mail to employees in such remote locations.

17.05 - LAYOFF

When an employee is placed on layoff, including seasonal layoff, the employee's wages earned through the date of layoff become due and shall be paid on the regular payday for the period in which the wages were earned. If not paid within the prescribed period, the penalties shall be seven and one-half (7.5) hours per day straight-time rate of pay for any day thereafter that the payment or check is late, provided that the employee files notice with the Employer on the next regular day of business. Failure to provide notice to the Employer within the specified time period will forfeit claim for penalty pay until such notice is given. Date of the electronic distribution or date of mailing of paycheck shall constitute date of payment. Employees shall be entitled to penalty pay only from the day of written complaint to the Employer. Pay shortages shall be handled as provided in Section 17.02.

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ARTICLE 19 - LEAVE

19.01 - PERSONAL LEAVE ACCRUAL

During the term of this Agreement, personal leave shall be earned and used in lieu of all sick and annual leave except as specified in this Article.

A. Rate of Accrual. An employee shall accrue personal leave as follows:

Years of Service	Hours Per Pay Period
0 - 2	7.50
2 - 5	8.44
5 - 10	9.38
10 +	11.25

In determining years of service for the purpose of computing personal leave, all permanent/probationary service with the State of Alaska is included.

Personal leave accrual for partial pay periods of service will be prorated.

Employees who work less than full-time shall accrue personal leave on a prorated basis according to the above schedule and hours in pay status.

B. Changes of Accrual Rate. Accrual rate changes will become effective the sixteenth (16th) day of the month following the pay period in which the employee completes the service requirement and becomes eligible for the higher accrual rate. The leave anniversary date must be moved one month later for each twenty-three (23) days of leave without pay in a leave year (December 16 through December 15).

19.02 - USE OF PERSONAL LEAVE

Accrued personal leave is available for use after an employee has completed thirty (30) continuous calendar days of employment.

A. Personal leave may be granted at any time business permits with the prior approval of the employee's supervisor. Employees desiring personal leave should submit a request at least forty-five (45) calendar days in advance. The Employer shall respond to the request within fifteen (15) working days. Requests for personal leave will not be unreasonably denied. Once leave has been approved, the approval may not be rescinded unless the Commissioner of the Department declares that a situation exists which requires the employee's presence on the job.

B. An employee may take personal leave for medical reasons, regardless of whether business permits, upon permission of the employee's supervisor. The Employer shall grant personal leave if satisfied that the employee is absent for medical reasons. The taking of personal leave for medical reasons shall be reduced by the amount of wage continuation payments made under the Alaska Workers' Compensation Act (AS 23.30). The following constitute "medical reasons" and are subject to the conditions noted:

1. Medical disability of an employee is a medical reason for taking personal leave.
2. Medical disability of a member of an employee's immediate family is a medical reason for taking personal leave if the disability is such that the attendance of the employee is required.
3. A medical condition of an employee that makes presence at work a danger to the health of fellow employees is a medical reason for taking personal leave.

4. Pregnancy and childbirth is a medical reason for an employee to take personal leave.

5. Death of a member of an employee's immediate family is a medical reason for taking personal leave. An employee is entitled to five (5) days of personal leave for this purpose; additional personal leave may be granted at the Employer's discretion.

The Employer may require a doctor's certificate to substantiate any medical reason for taking leave which exceeds three (3) consecutive working days or if malingering is suspected. An employee who falsely claims a medical use of personal leave is subject to disciplinary action.

C. Family Medical Leave (Federal). Qualified employees will be entitled to coverage under the Family Medical Leave Act (FMLA). Health insurance contributions will be made on behalf of qualified employees during the twelve (12) week period of family leave (including periods of personal, sick or donated leave, or periods of leave without pay).

When taking leave under the FMLA, a qualified employee must exhaust all accrued sick, personal, and donated leave (in that order) before entering leave without pay. When taking leave due to pregnancy, childbirth, foster care placement or adoption, the leave entitlement must be taken consecutively.

The twelve (12) month period for utilizing leave entitlements shall commence with the first day leave is taken under the FMLA. Approved leave without pay taken under the provisions of the FMLA shall have the same effect as any other period of approved leave without pay on the employee's terms and conditions of employment, except as provided herein.

An employee may be required to re-certify the qualifying reason for remaining on family leave. An employee may be required to provide a fit-for-duty statement prior to returning to work.

The parties recognize that if leave provisions in this Article are found to be in conflict with the FMLA, FMLA entitlements prevail.

D. Family and Health Leave (State). The parties recognize that qualified employees may be entitled to up to eighteen (18) workweeks of leave during a twenty-four (24) month period pursuant to AS 39.20.305, and that such entitlements may run concurrently with FMLA entitlements.

19.03 - MANDATORY LEAVE USAGE

Each employee shall use at least thirty-seven and one-half (37.5) hours of personal leave during each leave year beginning December 16 and ending December 15 of the succeeding year. If the employee does not use at least thirty-seven and one-half (37.5) hours of personal leave during the leave year, the difference between thirty-seven and one-half (37.5) hours and the amount of personal leave used shall be canceled without pay unless the department or agency head certifies in writing that the employee was denied the opportunity to use thirty-seven and one-half (37.5) hours of personal leave during the leave year. Should circumstances cause the Employer to refuse the employee the opportunity to use the full thirty-seven and one-half (37.5) hours, any unused portion of the thirty-seven and one-half (37.5) hours mandatory leave shall be deducted from the employee's leave balance at the end of the leave year and paid at the employee's regular hourly rate. Part-time employees shall have the mandatory leave requirement prorated based upon the number of hours the employee is regularly scheduled to work.

19.04 - LEAVE CASH-IN

Upon written request to the Employer, an employee shall receive payment for the employee's personal leave. Leave shall be paid at the employee's regular hourly rate. Additional hours of

personal leave may be granted at the Employer's discretion. The employee's leave balance will be reduced by the number of hours of personal leave for which payment is made. In no case may an employee's leave balance be reduced to less than thirty-seven and a half (37.5) hours through cash-in.

Withdrawals under this section shall not eliminate the employee's obligation to use personal leave as provided in Section 19.03, nor shall the hours withdrawn take the place of leave which an employee is required to use.

19.05 - TERMINAL LEAVE

An employee, who is separated from State service except by seasonal layoff, shall receive within thirty (30) days a lump sum payment of the cash value of the employee's accrued personal leave. An employee who is placed on seasonal layoff may choose to: 1) receive within thirty (30) days a lump sum payment of the cash value of the employee's entire accrued personal leave, or 2) elect to retain up to one-hundred and fifty (150) hours of personal leave for use upon return to work. The cash value of leave in excess of one-hundred and fifty (150) hours will be paid in a lump sum payment. Retained leave may not be cashed out while on seasonal layoff, however, if a determination is made that the employee will not return or be returned from seasonal layoff the cash value of any retained leave will be paid as a lump sum at that time.

19.06 - LEAVE DONATIONS

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

- A. Each employee wishing to donate personal leave will fill out, date, and sign a leave slip showing the hours of personal leave he or she wishes to donate in increments subject to a minimum of two (2) hours. The leave slip will have written or typed along the bottom, or in the space provided, "Leave donation to: (employee name, employee identification number)."
- B. Donors will submit leave slips for a particular donee to the Division of Personnel Payroll Supervisor of the department in which the donee is employed. Leave donations will be posted in date and order received to the recipient's Donated Leave Account during the pay period in which personal and sick leave is exhausted, for use from that pay period forward.
- C. The Employer will convert the donated leave hours to dollars at the regular (annualized) hourly rate of the donor. The dollars will then be converted to hours of leave at the regular (annualized) hourly rate of the recipient, and the resulting number of hours will be added to the recipient's Donated Leave Account for use in accordance with the requirements of this Article. The total amount of leave credited to the recipient's Donated Leave Account shall not exceed three hundred (300) hours during the life of the agreement.
- D. Once the Employer has completed the above process, the State will not be obligated for further processing or liabilities resulting therefrom. Once the donation has been transferred to the recipient's account, the donation cannot be withdrawn, modified or otherwise returned to the donor's account.
- E. Donations of leave under this section will not reduce the mandatory leave usage requirements established in Section 19.03.
- F. Donated leave may not be used unless and until all accrued personal leave and all sick leave has been exhausted. Donated leave may only be used for those purposes described in Sections 19.2.B, C, and D. Upon termination, any balance in the Donated Leave Account shall be canceled without pay. Upon the death of an employee, the balance of the Donated Leave

Account will be paid to the employee's beneficiaries at the employee's regular hourly rate.

19.07 - CASH DONATIONS

Members of this bargaining unit shall be allowed to donate personal leave to and receive donations of personal or annual leave from employees in this unit, those represented by a different unit and non-covered employees. The Employer will convert the leave to earnings at the regular (annualized) hourly rate of the donor and appropriate deductions required by law will be made. The net sum of donations after deductions will be combined into a single check and delivered to the Division of Personnel Technical Services Manager for distribution to the employee. An individual letter of agreement between the State and the recipient's union will be required for each recipient.

19.08 - SICK LEAVE

In the event of serious illness or injury within the employee's immediate family which requires the attendance of the employee for emergency care or when the employee's presence on the job would jeopardize the health of fellow employees, the employee shall be entitled to the use of sick leave provided that a physician's certificate may be required by the Employer that the presence of the employee was required or that the illness or injury would jeopardize the health of other employees. Immediate family shall be defined as father, mother, husband, wife, sons, daughters, brothers and sisters.

A. **Doctor's Certificate.** Employees using three (3) days sick leave or less shall not be required to furnish a doctor's certification before returning to work unless there is reason to believe malingering is involved. Any employee with more consecutive sick leave days than specified above may be required to furnish a doctor's certificate to the Employer, certifying that the employee was physically unable to perform their duties. Any employee who abuses the sick leave privilege is subject to disciplinary action.

B. **Dental Appointments.** The employee shall be allowed time off without loss of pay for time spent off the job while under the care of a dentist, for such treatment as provided under the health and welfare plan. Such time off shall be deducted from the employee's accumulated sick/personal leave credit account. The employee shall notify the Employer not less than one (1) day in advance of such appointment. However, in cases of emergency, the employee need not give notice to the Employer, but must show evidence of such emergency upon return to work if requested by the Employer. Upon completion of such appointment or series of appointments, the employee shall provide the Employer with a dentist's certificate, in a form acceptable to the Employer, that shall contain the date and hour of when such appointment or series of appointments were scheduled and completed.

19.09 - FUNERAL LEAVE

Following the death of a member of an employee's immediate family, an employee is entitled to five (5) working days of leave; additional days may be granted at the Employer's discretion. Immediate family shall be defined for purposes of this section only as spouse, son, daughter, mother, father, sister, brother, grandparents, including in-law and step-relation equivalents. Funeral-leave time shall be deducted first from accumulated sick leave, then from personal leave.

19.10 - 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.

SOA Proposal

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M 2-29-2012

Date: _____

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ARTICLE 21 - SAFETY AND LIABILITY

21.01 - UNSAFE EQUIPMENT

No employee shall be discriminated against or disciplined in any manner because of refusal to work with, operate, or ride in unsafe equipment. Such refusal must be evidenced by a written report of the unsafe condition by the employee. If subsequently the equipment is deemed to be safe by the Safety Committee, disciplinary action may be taken by the Employer.

21.02 - WORK SAFETY

All work should be executed in a safe manner. The "Alaska State Safety Code" and OSHA regulations shall serve as minimum standards.

21.03 - SAFETY AND FIRST-AID EQUIPMENT

Safety devices and first-aid equipment, as may be needed for safety and proper emergency medical treatment, shall be provided for by the Employer. Each employee shall be responsible to account for the tools, protective clothing and equipment so supplied, ordinary wear and tear excepted. Non-expendable tools or protective clothing which become lost, damaged or stolen through the employee's proven negligence or deliberate act shall be replaced or paid for by the employee.

The Employer shall furnish such safety equipment and protective clothing as is necessary for the safety of the employees. Accordingly, the Employer agrees to furnish coveralls to employees working as equipment operators and their foreman, and mechanics and servicemen in an automotive shop and their foreman. The Employer may elect to provide coveralls to automotive shop mechanics, servicemen and foremen, which are of a color other than orange and which are fabricated of cotton or other fire resistant material. Each employee will be responsible for cleaning their own issued coveralls. However, in locations where washers and/or dryers are made available for such cleaning, such washers or dryers shall continue to be available for that purpose but there is no requirement to furnish washers or dryers in other locations, unless the State discontinues a practice of having them commercially cleaned during the term of this Agreement.

21.04 - SAFETY AND FIRST AID PROGRAM

A safety and first-aid program as required by the State Safety Code, shall be instituted, and regular safety meetings at each duty station shall be scheduled by the Employer during working hours once each month in a "tool box" or "lunch" area.

21.05 - FIRST AID TRAINING

The Union will cooperate with the Employer in order to have at least one (1) person in each ten (10) employed who is a trained first aid person.

21.06 - SPECIAL FIRST-AID REQUIREMENTS

A. The Employer will keep and maintain fully-equipped standard first-aid kits (as prescribed by the National Safety Council). For crews who are working remote areas, a first aid kit shall be provided and accessible on each machine or for each crew.

B. Every foreman or leadman in the bargaining unit ~~employed at locations outside of a 911 emergency response service area~~ shall have a current State-approved first-aid card.

KD M

C. Blankets and stretchers shall be maintained for the use of employees who may be injured.

D. Employees whose injuries require the use of a stretcher or ambulance shall be accompanied to the hospital by an attendant.

E. Immediate transportation must be provided for seriously injured or ill employees, and such transportation must have precedence over all other transportation.

F. The Employer shall also notify the Union, as promptly as possible, of lost-time accidents and shall furnish the Union with a copy of the Employer's accident report at the time such report is furnished to the insurance company.

21.07 SANITARY REQUIREMENTS

A. Where temporary camp housing is furnished, each employee shall be allowed housing of approximately sixty (60) square feet of floor area and shall be furnished bedding and a weekly change of linen. Shelter-wells and similar structures shall require approximately ninety (90) square feet of floor area per employee. Adequate closet or locker space shall be provided each employee, and where more than two (2) employees are housed in a single room, a locker and keys or lockable closet shall be provided each employee. There shall be no more than four (4) employees housed in a standard 16' x 24' shelter-well. Living quarters, toilets, showers and laundry rooms shall be kept clean. The Employer shall furnish an adequate number of washers and dryers, both in camp and in facilities arranged for through a third (3rd) party. However, employees covered by this Agreement shall be entitled to as favorable camp conditions as other employees employed on the project. Alberta or equal quality trailer camps are acceptable, providing the patented or similar covered walkways are installed.

B. Those employees handling, preparing, or serving food will not be utilized during the same shift in cleaning toilets and urinals, and will not be used to wash or clean floors, beds, walls, and the garments of patients. This does not apply to the employee's assigned work area.

C. It shall not be considered a violation of this Agreement where employees refuse to work in facilities that are not being maintained in a sanitary condition.

21.08 - SHELTER REQUIREMENTS

Warm and adequate shelter shall be provided for employees by the Employer in which to dry their clothes and eat their meals.

21.09 - EQUIPMENT REQUIREMENTS

To insure safety and to eliminate unnecessary occupational accidents, the Employer agrees that all equipment shall be properly cabbed and screened.

21.10 - DRINKING WATER

Clean and sanitary drinking water will be provided in adequate supply in close proximity to workers at all times.

21.11 - TOILETS AND URINALS

On all projects covered by this Agreement there shall be provided by the Employer at all times during construction, sanitary facilities consisting of a reasonable number of toilets and urinals.

21.12 - MONITORED HEALTH PROGRAM

The parties recognize that certain employees may come in contact with toxic chemicals, radioactive materials and/or work with and around asbestos. Upon the signing of this Agreement, the Employer and the Union agree to establish a labor-management committee

consisting of two (2) representatives of the Union and two (2) representatives of the Employer to review the medical examination needs of employees who may have been exposed during the course of their employment with the Employer. The purpose of the committee shall be to determine a set of criteria which establish the circumstances under which employees exposed on the job are entitled to an in-depth medical examination at the Employer's expense.

21.13 - FIRE DUTY

It is recognized that circumstances associated with fire suppression activities under the control of the Department of Natural Resources precludes management from maintaining camp requirements as outlined in Section 21.08.A. It is therefore agreed and understood that the following provisions shall apply to fire suppression activities:

A. When an employee is assigned to fire duty on a fire line, or in related duties at or near the fire line, camp requirements need not be met nor is per diem payable except that per diem will be payable, consistent with Article 15, for each day after twenty-three (23) consecutive days of initial assignment to fire suppression activities, or twenty-three (23) consecutive days for each reassignment to the fire suppression activities.

B. When an employee is assigned to supply or support activity related to a fire, but they are retained in a city, town, or village distant from the fire, per diem will be paid per Article 15 if commercial facilities are present in the community and the employee can procure such facilities for the employee's use, and the department has not provided for those commercial facilities.

If such facilities are not available or cannot be procured, the Department of Natural Resources will provide other facilities to include sleeping and lavatory needs, a light source, heat where needed, and a means of heating or preparing the food provided by the department.

Facilities provided by the Department of Natural Resources will be equal to facilities provided to all other employees similarly assigned and per diem is not payable.

Should it become necessary for support personnel to travel to or near the fire line, the provisions of subsection A herein shall apply for the duration of that stay.

ARTICLE 22 - SENIORITY

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M 2-29-12

For purposes of layoff, recall, and promotions, seniority shall be established by the date of entry by a probationary/permanent employee into an established or new duty station. Employees who are on leave without pay for layoff, subject to recall, or on leave in pay status, shall continue to have the same seniority date as original entry into the duty station. Employees who are on leave without pay for under thirty (30) consecutive days shall maintain their same seniority date. Employees on leave without pay for over thirty (30) consecutive days shall have their seniority date adjusted according to the days over thirty (30) in leave without pay status, except as specifically provided in other sections of this Agreement.

The Employer shall also notify the Union, in writing, of all layoffs and recalls and their effective dates concurrent with the notice to the affected employees. The Employer will also furnish every six (6) months, by duty station, lists of all employees by seniority date including their classification. Such seniority lists shall be forwarded to the Business Manager no later than March 1 and September 1 of each year.

22.01 - DUTY STATION SENIORITY

Duty Station seniority shall be established for the purposes of ranking employees for promotion or layoff and recall from layoff. Duty stations shall be determined by location. These locations will be categorized by department, by divisions within that department. For purposes of this section, location shall mean the city, town, village or job site.

Within the Department of Transportation and Public Facilities, the divisions of Maintenance and Operations, and the State Equipment Fleet, will be combined into one duty station at each location for determining duty station seniority. For the Southeast Region, because the Division of Maintenance and Operations is also combined with Construction, Construction shall be considered a separate duty station from Maintenance and Operations and the State Equipment Fleet for determining duty station seniority.

It has further been understood that if an employee is temporarily reassigned from their permanent duty station for a period not to exceed one (1) year, or as mutually agreed by the parties, the employee's seniority at their permanent duty station will not be affected.

Duty station seniority shall not in any way affect the employee's overall seniority with the Employer for purposes of vacation, holiday and/or other fringe benefits.

A. It is agreed that this subsection covers only design and construction employees within this bargaining unit employed in the Department of Transportation and Public Facilities, and the Department of Natural Resources, Division of Parks, who are assigned to work on-site at pre-construction or construction projects. Accordingly, Article 15 and Article 22 of this Agreement are modified to meet the working conditions of employees so employed. Those sections or subsections of the Collective Bargaining Agreement not modified herein will remain in full force and effect.

Each employee will be assigned by the Employer upon hire to a permanent duty station which will be an area of fifty (50) road miles from a focal point in a city, town, or village which has a population large enough to reasonably expect local hires for jobs within that duty station. Once assigned to a duty station, that duty station shall be the designated, permanent duty station of the employee unless and until the employee elects to fill a position in another duty station in accordance with Article 4 or Article 22.03. There shall be only one (1) permanent duty station for each employee.

The Employer will designate duty stations and determine the focal point of each duty station. That designated duty station shall be used to compute duty station seniority. However, if a dispute arises regarding the focal point, both parties agree to meet and confer on the issue.

For the purposes of determining compensation, the focal point for each duty station will be considered point zero and the project office will be considered as the job assignment for determining miles from the focal point.

When an employee is assigned to work at a project with the project office between the focal point and twenty-five (25) road miles from the focal point, the employee will not be entitled to per diem, meal allowances, travel pay or any other compensation in lieu thereof.

When an employee is assigned to work at a project with the project office between twenty-five (25) road miles and fifty (50) road miles from the focal point, the employee will be entitled to ten dollars (\$10.00) for each day worked at the project.

When an employee is assigned to work at a project with the project office beyond fifty (50) road miles from the focal point of their designated, permanent duty station, the employee will be entitled to meal allowances in accordance with Article 15.03. When the employee is required to stay overnight for an assignment beyond fifty (50) road miles from the focal point of their designated, permanent duty station, the employee shall be entitled to lodging and meal allowances in accordance with Articles 15.02 and 15.03.

Each employee shall be entitled to report to the project office each workday and shall be entitled to travel time or work time, as appropriate, for the time required to transport themselves to the work site. In the event that the employee and their supervisor mutually agree that the employee will report directly to the work site, the employee shall be entitled to travel time or work time, as appropriate, for actual time spent traveling, but no more than that which it takes to travel from the project office to the work site.

22.02 - PROMOTION

For the purposes of this section, promotion means the movement from a permanent position in any classification to a permanent position in any classification at a higher range. It is recognized by the parties that promotions usually occur within an occupational series consisting of one (1) or more classifications. However, it is also recognized that promotions from one (1) occupational series to another occupational series shall be allowed providing the promotional candidate is qualified and competent for the position to be filled and the employee satisfies the other conditions of this section.

A. When an opening occurs, promotions shall be initiated by posting of a job announcement at the duty station where the opening occurs. Such job announcements shall be posted in a location or locations where all eligible candidates could reasonably be expected to be aware of the opening. Such job announcements will be posted for four (4) working days and will be retained by the Employer for six (6) months.

B. Promotions shall be made from among the three (3) employees signing the job announcement with the highest duty station seniority, provided each employee is qualified and competent for the higher classification and is qualified and competent to perform the duties of the position to be filled. If the Employer determines that any of the three most senior employees signing the job announcement are not qualified or competent for the higher level position, the Employer may consider other employees, in order of their seniority, until three qualified and competent employees are under consideration for the position. If an employee other than one of the three most senior is selected for promotion, the Union and Employer will meet and confer.

C. When Sections A and B above have been complied with but no employee at the duty station is found qualified and competent for the promotional vacancy, the Employer may promote an employee from another duty station. When an employee is promoted as a result of a transfer from one (1) duty station to another duty station, the duty station seniority of the employee will not be a determining factor, but such a promotional transfer will be determined by whether or not the candidate is qualified and competent for the position to be filled.

22.03 - TRANSFERS

A. An employee will not be compelled to accept a transfer from one (1) duty station to another duty station or from the employee's classification to another classification at the same wage group. When an employee accepts a transfer from one (1) duty station to another duty station, the employee's duty station seniority at the duty station the employee left will be terminated and the employee will begin accruing duty station seniority at the employee's new duty station effective on the date of the transfer.

B. When an employee accepts a transfer from one (1) classification to another classification of the same wage group at the same duty station, the employee's duty station seniority shall be retained for purposes of ranking for promotion.

C. When an employee applies for transfer to another duty station and it is accepted by the Division Director, the employee will receive a duty station seniority credit that will be calculated at a rate of 50% of current duty station seniority. For purposes of Article 22.03(C), a transfer shall be considered any movement from one LTC position to another from one duty station to another without a break in service, regardless of the job class or wage grade.

22.04 - LAYOFF

A. Layoffs, including reduction in force, shall be made in reverse order of duty station seniority from among those in the classification in which the layoff occurs.

B. An employee may exercise bumping rights to a lower classification in the employee's class series at the employee's duty station, provided the employee is qualified to perform the tasks of the lower classification and is not the least senior in the lower classification, and will assume the wage level of the lower classification to which the employee is moved.

C. When an employee is promoted, voluntarily demoted in lieu of layoff or transferred outside of the employee's occupational series at the employee's duty station, the employee retains seniority in the classification the employee left for two (2) years. If the employee does not return to the classification the employee left within two (2) years, the employee loses all accumulated seniority in that classification.

22.05 - RECALL

A. Recalls shall be made in order of duty station seniority from among those employees laid-off in the classification in which the recall occurs.

B. Employees who exercise their bumping rights in accordance with Section 22.04.B of this Article shall retain their recall rights to the classification from which they were laid off, for a period of two (2) years.

C. Employees who voluntarily demote or transfer outside their classification series to another classification at the same duty station shall retain recall rights to the classification they vacated for a period of two (2) years.

22.06 - TERMINATION OF SENIORITY

Seniority shall be terminated and the Employer-employee relationship shall be severed by the

following conditions:

- A. Discharge in accordance with Article 8.
- B. Layoff of twenty-four (24) months duration.
- C. Resignation.
- D. Failure to return from leave of absence on agreed date unless approval has been obtained from the Employer.
- E. Failure to return from layoff when recalled, except under unique and unusual circumstances.

ARTICLE 24 - PENSION AND RETIREMENT

The employee shall enjoy the retirement benefits as outlined in the applicable statutes relating to the Public Employees' Retirement System.

TA BK Lowery
KD
2/15/12
ref 2-15-2012

ARTICLE 26 - SEPARABILITY AND SAVINGS

TA Bartberg KI
2/15/12
Rf 2-15-201

26.01 - SAVINGS CLAUSE

If an Article or section of this Agreement should be decided by a court of competent jurisdiction, or by mutual agreement of the parties, 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 Article or section 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 Article and sections of the Agreement shall not be affected and the parties shall convene within thirty (30) days for the purpose of negotiating a satisfactory replacement.

26.02 - WAIVER OF BARGAINING

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 concludes all collective negotiations during its term.

The parties further agree that notwithstanding the above section, maintenance of contract matters, should they develop, may be negotiated under a written supplemental agreement.

26.03 - MERIT SYSTEM PRINCIPLES

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

Should this Agreement or any section or Article be found in violation of Federal regulations where compliance is required for receipt or expenditure of federal funds, the parties agree to convene within fifteen (15) days and re-negotiate the section or Article to comply with such regulations.

26.04 - GRANT- AIDED AGENCIES

Employees subject to Federal provisions regarding merit system requirements for Grant-in-Aid Agencies shall be subject to regulations developed by the referral committee provided for in Article 4.03. Regulations will be developed and implemented for those employees governing appointment, promotion and layoff in accordance with Federal merit system standards.

26.05 - AVAILABILITY OF PARTIES TO EACH OTHER

The State of Alaska and Public Employees Local 71 hereby agree to meet at reasonable times for a discussion of this Agreement, its interpretation, continuation and/or modification.

Therefore, there shall be established a labor/management committee comprised of representative(s) of both labor and management who will meet periodically for the purpose of discussing matters relative to the administration of the Agreement between the parties. Meeting agendas and location will be mutually agreed to in advance of the meeting. It is agreed that the location shall be rotated between Anchorage, Fairbanks and Juneau. This agreement is established for the purpose of facilitating two-way communication. Both parties agree that an obligation to meet in good faith exists.

ARTICLE 27 - STATE-OWNED/CONTROLLED HOUSING

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2:05
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The parties agree that the following is the rental schedule for Bargaining Unit Members living in State-owned or State-controlled housing.

27.01 - FACTORS TO BE USED IN DETERMINING RENT

The following factors are to be used in the rental formula for assessing rental charges for State housing units:

Rental Base - The typical rent for an unfurnished unit in Anchorage with a particular number of bedrooms.

Facility Condition - The index of facility condition in terms of "Good," "Fair," or "Poor."

Adjusted Rent - The figure derived from application of the facility condition index to the rental base. The adjusted rent figure will be used for the calculation of the amenities lacking and the imposition-on-privacy deductions.

Required-to-Live - A deduction of twenty-five (25) percent allowed for protection of property or for the convenience of the State where applicable.

Imposition-on-Privacy - A deduction of ten (10) percent of the adjusted rent allowed for the use of a portion of the facility for State business if applicable.

Amenities Lacking - Percentage of the adjusted rent to be deducted due to lack of fire and/or police protection.

Geographic Differential - The coefficient used to adjust an Anchorage-based rent to a level appropriate for a specific location outside of Anchorage. See Section 27.09 for list of coefficients by election district.

Travel Allowance - Deduction allowed for locations involving unusual transportation costs.

27.02 - RENTAL FORMULA

The rental formula is as follows:

$$[\{((RB \times CI) - (AL + IP)) \times GDF\} - TA] \times RTL + UC = FCR$$

Or Calculated FCR is:

RB
xCI
Subtotal 1

Subtotal 1
-(Subtotal 1 x AL) + (Subtotal 1 x IP)
Subtotal 2

Subtotal 2
xGDF
Subtotal 3

Subtotal 3
-TA

Subtotal 4

Subtotal 4
xRTL
Subtotal 5

Subtotal 5
+UC
FCR

GDF is the geographical differential factor for a particular location.

CI is the facility condition index:

- 1.0 = Good
- 0.8 = Fair
- 0.6 = Poor

RB is the typical rental base for an unfurnished 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 three-quarters (.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 will be the lesser of the following:

1. twenty-five percent (25%) of employee's gross income (standby and overtime compensation excluded) as an employee of the State of Alaska, or
2. "FCR" resulting from exercise of formula.

27.03 - RENTAL BASE SCHEDULE

ALL TYPES OF STRUCTURES	NUMBER OF BEDROOMS			
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3 or more</u>
(Mobile Homes, Apartments or Houses)	\$359	\$454	\$532	\$588

Rental Base Unit Notes:

- A. 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.

B. Units are assumed to be in "Good" condition. A lesser condition shall be compensated for by application of the "condition index."

27.04 - FACILITY CONDITION

State housing units are classified into the following three (3) condition categories:

"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.

"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.

"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.

27.05 - REQUIRED TO LIVE

In cases where the Commissioner of a department requests and the Commissioner of the Department of Administration approves an employee to occupy a State-owned or State-controlled facility for either the protection of State property or for the convenience of the State a deduction of twenty-five percent (25%) is allowable. In no case will the total deductions reduce the rental base more than fifty percent (50%).

27.06 - 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 ten percent (10%) of the adjusted rent is allowable. Only one (1) deduction is allowed per agency per location. In no case will the total deductions reduce the rental base more than fifty percent (50%).

27.07 - AMENITIES LACKING

A deduction from the adjusted rent equal to two percent (2%) shall be allowed for lack of fire and/or police protection up to a maximum of four percent (4%) for the unit in question. In no case will the total deductions reduce the rental base more than fifty percent (50%).

27.08 - TRAVEL ALLOWANCE

In some cases the State supplies quarters to its employees 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 will 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.

Distance in miles, one (1) way for surface travel or air travel if surface travel not available	Maximum Monthly Deduction
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.

Services	Minimum
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 two (2) 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 will total deductions reduce the rental base more than fifty percent (50%).

27.09 - GEOGRAPHIC DIFFERENTIAL FACTORS

Election District in Which Facility is Located	Applicable Geographical Differential Factor
1	1.0000
2	1.0375
3	1.0375
4	1.0000
5	1.0750
6a excluding Valdez Duty Station	1.1500
6b Valdez Duty Station	1.1875
7	1.0375
8	1.0000
9	1.0750
10	1.0750
11	1.0750
12	1.2625
13	1.2625
14	1.3000
15a excluding Nenana Duty Station	1.3375
15b Nenana Duty Station	1.3000
16a South of Arctic Circle	1.1500
16b North of Arctic Circle	1.3375
17	1.3375

18
19

1.2625
1.2625

These ratios are derived from AS 39.27.020. If AS 39.27.020 is amended by the Legislature, the parties agree to reopen Article 27.09 for thirty (30) days for the sole purpose of bargaining the geographic differential factors.

27.10 - UTILITY CHARGE

The utility charge shall be two hundred dollars (\$200.00) per month for all units.

27.11 - MOBILE HOME PAD RENTAL RATES

The rental rate for mobile home pads shall be fixed at one hundred and forty-two dollars (\$142.00) per month.

27.12 - DAMAGE DEPOSIT

A damage deposit of two hundred and fifty dollars (\$250.00) 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.

27.13 - CLEAN-UP DEPOSIT (MOBILE HOME PADS ONLY)

A clean-up deposit of two hundred and 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. This provision shall apply to new tenants only.

27.14 - PAYROLL DEDUCTIONS; DISPUTED AMOUNTS

Rent and utilities shall preferably be paid by payroll deduction. If a dispute between the State and an employee develops concerning the unit's condition as provided for in the Landlord-Tenant Act, payment will continue and the State agrees to establish a separate account into which monthly rent will be deposited until the dispute is resolved. When a settlement is reached the disputed funds will be disbursed appropriately.

27.15 - BUNKHOUSE RENTAL RATES

The standard bunkhouse room rental rate shall be one hundred and five dollars (\$105.00) a month for each occupant. There will be no charge for utilities to bunkhouse residents. All bunkhouse units will be furnished. No damage deposit will be required of bunkhouse residents.

27.16 - PET LIMITATION

Employee occupants who own pets shall ensure that their 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. 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.

Intent of limitation - ER can not issue.

ARTICLE 28 - MISCELLANEOUS

TA Book hang
KD 2/15/12
Ry 2-15-2012

28.01 - BULLETIN BOARDS

The Union shall have the right to use reasonable bulletin board space for the purpose of posting Union information. Whenever practical, the Employer shall designate an area at each work site which may be used for the purpose of posting Union notices. The Union, its agents and members, shall not post partisan political materials or advertisements in partisan political elections, on bulletin boards.

28.02 - REMOTE AREAS

The parties recognize that the terms prescribed by this Agreement may not be satisfactory for all permanent work assignments and duty stations for all employees, particularly in remote areas where climate, geography and specific duties may impose unique conditions which require modification to the terms. The parties therefore agree that either party may propose, on a situation-by-situation basis, modifications to the express terms of this Agreement throughout its term. Such proposed modifications may include, but are not limited to, such conditions as Employer-provided housing, transportation, shift schedules, overtime, etc. In the absence of mutual agreement on the proposed modification(s) the terms of this Agreement shall prevail.

SQA Proposal

Date: 2-29-2012

Time: 10:29

TA KD
3/6/12 2:43
TA RJ 3-6-12

APPENDIX A

It is agreed between the parties that for the purposes of layoff, the following class series are recognized to determine bumping and recall rights for the purposes of Article 22.04 and 22.05 of the - 2009 - 2012 Agreement.

Occupational Safety and Compliance Officer	49
Safety Inspection and Compliance, Electrical Inspector	49
Safety Inspection and Compliance, Elevator Inspector	49
Safety Inspection and Compliance, Plumbing Inspector	49
Building Maintenance Series (Bldg/Facility/Const)	
Maintenance Specialist, Bldg/Facility/Const, Foreman	50
Maintenance Specialist, Bldg/Facility/Const, Journey II/Lead	51
Maintenance Specialist, Bldg/Facility/Const, Journey I	53
Building Maintenance Series (Electrical Utility)	
Maintenance Specialist, Electrical Utility, Foreman	50
Maintenance Specialist, Electrical Utility, Journey II/Lead	51
Maintenance Specialist, Electrical Utility, Journey I	53
Building Maintenance Series (Electrician)	
Maintenance Specialist, Electrician, Foreman	50
Maintenance Specialist, Electrician, Journey II/Lead	51
Maintenance Specialist, Electrician, Journey I	53
Building Maintenance Series (Electronics)	
Maintenance Specialist, Electronics, Foreman	50
Maintenance Specialist, Electronics, Journey II/Lead	51
Maintenance Specialist, Electronics, Journey I	53
Building Maintenance Series (Plumbing)	
Maintenance Specialist, Plumbing, Foreman	50
Maintenance Specialist, Plumbing, Journey II/Lead	51
Maintenance Specialist, Plumbing, Journey I	53
Building Maintenance Series (Traffic Cntrl & Elec Sys)	
Maintenance Specialist, Traffic Cntrl & Elec Sys, Foreman	50
Maintenance Specialist, Traffic Cntrl & Elec Sys, Journey II/Lead	51
Maintenance Specialist, Traffic Cntrl & Elec Sys, Journey I	53
Building Maintenance Series (Generalist)	
Maintenance Generalist, Foreman	52
Maintenance Generalist, Lead	53
Maintenance Generalist, Journey	54

Maintenance Generalist, Sub-Journey III	56
Maintenance Generalist, Sub-Journey II	58
Food Service Series	
Food Service, Foreman	53
Food Service, Lead	56
Food Service, Journey	57
Food Service, Sub-Journey	61
Environmental Services Series	
Environmental Services, Foreman	57
Environmental Services, Lead	58
Environmental Services, Journey III	60
Environmental Services, Journey II	61
Driller Series	
Driller, Journey	53
Driller, Sub-Journey	54
Equipment Maintenance Series (Automotive)	
Mechanic, Automotive, Foreman II	51
Mechanic, Automotive, Foreman I	52
Mechanic, Automotive, Advanced Journey/Lead	53
Mechanic, Automotive, Journey	54
Mechanic, Automotive, Sub-Journey	56
Equipment Maintenance Series (Aircraft)	
Mechanic, Aircraft, Foreman II	51
Mechanic, Aircraft, Foreman I	52
Mechanic, Aircraft, Advanced Journey/Lead	53
Mechanic, Aircraft, Journey	54
Mechanic, Aircraft, Sub-Journey	56
Equipment Operator Series	
International Airport Foreman	49
Rural Airport Foreman	49
Equipment Operator Foreman II	50
Equipment Operator Foreman I	51
Equipment Operator, Lead / Journey III	52
Equipment Operator, Journey II	53
Equipment Operator, Journey I	54
Equipment Operator, Sub-Journey II	56
Equipment Operator, Sub-Journey I	58
Engineering Series	
Engineering Technician, Journey	54
Engineering Technician, Sub-Journey III	55
Engineering Technician, Sub-Journey II	57
Engineering Technician, Sub-Journey I	59
Materials Lab Series	
Materials Laboratory Technician, Foreman	51
Materials Laboratory Technician, Specialist/Lead	52

Materials Laboratory Technician, Journey	53
Materials Laboratory Technician, Sub-Journey IV	54
Materials Laboratory Technician, Sub-Journey III	56
Materials Laboratory Technician, Sub-Journey II	57
Materials Laboratory Technician, Sub-Journey I	59

Storekeeper/Partsman Series

Stock & Parts Services, Lead	53
Stock & Parts Services, Journey II	54
Stock & Parts Services, Journey I	55
Stock & Parts Services, Sub-Journey	57

Survey Series

Survey, Lead	53
Survey, Journey	54
Survey, Sub-Journey II	56
Survey, Sub-Journey I	58

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TA Package:

- Ar 7 Protection of Rhts (Book Language-attached)
- Ar 13.01,02 &04-11 Wage increase, subsistence, OT, (proposal attached)
- Ar 13.03 Classification Disputes (proposal -attached)
- Ar 14 Workweek/call back/on call (Book Language-attached)
- Ar 18 Holidays, Meal Breaks, Relief Periods, Evals (proposal-attached)
- Ar 20 Leaves of absence (proposal attached)
- Ar 23 Health Insurance (proposal- attached)
- Ar 25 Tool Allowance (Book Language-attached)
- Ar 29 Terms of Agreement-3 yrs (proposal attached)

Note: Package conditioned on voluntary agreement, submissions/approval of monetary terms and ratification. (No retroactivity in absence of voluntary agreement).

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ARTICLE 7 - PROTECTION OF RIGHTS

7.01 - PICKET LINES

It shall be a violation of this Agreement and it shall be cause for disciplinary action in the event an employee refuses to go through or work behind any primary picket line unless such line is sanctioned by Public Employees Local #71, AFL-CIO, and the participating International Union (Laborers International Union of North America). The Employer specifically retains all of its rights under AS 23.40.200.

7.02 - STRUCK GOODS

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which the Employer undertakes to perform as an ally of any Employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or person on strike. Nor shall the exercise of any rights permitted by law be a violation of this Agreement, unless such exercise is precluded by this Agreement.

7.03 - LOST OR DAMAGED PROPERTY

Employees shall not be responsible for lost, stolen, or damaged property except in case of proven negligence or deliberate act. This shall include the use of credit cards for any purpose or any other method of giving credit. The Employer shall provide an adequate checking system to protect the Employer and employee.

7.04 - CONTRACTING OUT

The following shall govern contracting and subcontracting, involving the performance of work of classifications covered by this Agreement, which would directly result in the layoff of permanent or probationary employees covered by this Agreement.

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A. Prior to the contracting or subcontracting of any work covered by this Agreement which would result in the layoff of permanent or probationary employees, the Employer agrees to conduct a cost efficiency study. Unless the study shows that the work can be performed by the contractor or subcontractor with less cost to the Employer, no permanent/probationary employee shall be laid off and replaced by contracted or subcontracted work.

The Employer shall require the contractor or subcontractor to pay the hourly wage rates established in the Agreement for all such work, plus an additional two dollars and fifty-five cents (\$2.55) for each compensable hour worked as "in lieu of" benefits. It is agreed that the above-mentioned "in lieu of" amount will be reduced only by the amount of actual cost of benefits paid by the contractor or subcontractor. To insure compliance with this section, the Employer will require the contractor or subcontractor to furnish a certification of wages and/or any certified cost of benefits paid upon written request. Such certified information shall be furnished to the Union upon reasonable written showing of suspected noncompliance. In addition, the Employer shall furnish to the Union, a copy of each new or renewal contract. If the contractor or subcontractor is found to be out of compliance, the Employer agrees to take all reasonable steps to enforce the requirements of this section, including without limitation, terminating the contract or subcontract if compliance cannot be otherwise obtained.

All work performed on motor vehicles which is typically associated with work done by private service stations (e.g. tires, lights, fan belts, wipers, etc.) shall be free from the requirements of this section. Other vehicle repair and overhaul service work shall be performed in State facilities except in extreme emergencies. All State-owned vehicles shall contain a maintenance/repair instruction packet outlining the foregoing language.

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B. Nothing in this Agreement will invalidate nor supersede AS 35.15.010 or AS 19.10.170.

7.05 - Overloads

In the event an employee is arrested with an overload, the Employer shall pay all fines upon conviction, and the employee shall be paid for the time spent in service of the Employer, provided the employee has not loaded the cargo contrary to the instructions of the supervisor.

7.06 - REVOCATION OF LICENSES

In the event an employee suffers a revocation of his/her license because of violations of any Federal, state, or city law by the Employer, the Employer shall provide suitable and continued employment for such employee, at not less than the employee's hourly rate of pay at the time of revocation of the employee's license, for the entire period of revocation of the license. The employee shall be reinstated to the seniority the employee held prior to revocation of the employee's license, after the employee's license is restored.

7.07 - NO STRIKE/LOCKOUT

The parties agree that there will be no strikes or lockouts during the life of this Agreement.

7.08 - LICENSES

Each employee shall be responsible for obtaining and retaining all mandatory licenses and certifications necessary to perform the duties of his/her position. If a new licensing or certification provision is imposed by statute or regulation on current employees, the State shall pay for the initial license/certification fee provided the employee obtains the license or certification prior to the deadline established by statute or regulation. All future renewals shall be the sole responsibility of the employee.

Employees who were grandfathered under the 1992/94 agreement and had licenses or certifications paid for by the Employer, shall continue to have those licenses or certifications paid for so long as they remain in their current position or a position which requires the license or certification.

The parties recognize that there are certain licenses/certifications which are required for the convenience of the Employer. In such cases, the Employer shall pay for necessary training and license/certification fees.

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ARTICLE 13 - CLASSIFICATION AND WAGES

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13.01 - DAILY UPGRADES, TEMPORARY AND SUBSTITUTE APPOINTMENTS

A. **Daily Upgrades.** When the Employer directs an employee to work in a classification other than that held, the employee shall be paid at the higher wage group for the entire shift, provided the employee works at the higher-rated wage group for at least three (3) hours.

B. **Working in a Lower Classification.** When an employee is directed to temporarily work in a lower wage group, the employee shall receive his/her regular rate of pay for all lower rated work performed.

C. **Temporary Appointments.** Selection for appointments for less than thirty (30) consecutive days will be the right of management, other provisions of this contract notwithstanding. Temporary performance by an employee in a higher-rated classification shall not result in a change in classification of a position, unless such temporary work is approved in writing by the Division Director prior to performing the duties and is in excess of thirty (30) consecutive days. In such cases, the change to a permanent classification will be made in accordance with Article 22.02.

D. **Substitute Appointments.** When an employee is temporarily substituting for another employee who is absent from a position in a higher-rated classification and it is known or becomes known that the appointment will exceed thirty (30) consecutive days, the substitute appointment will be made in accordance with Article 22.02, from current employees.

13.02 - WAGE SCHEDULE & STEP PLACEMENT

The wage table shown in Section 13.02.A is the base wage schedule in effect June 30, 2012, and 13.04 will be in effect on July 1, 2010, as specified in the table. The wage schedule is found on and derived from the Division of Finance Website.

A.-Wage Schedule. Effective July 1, 2010, the following wage schedule will apply to employees in this bargaining unit.

Range	Step A	Step B	Step C	Step D	Step E	Step F
<u>49</u>	28.32	29.31	30.34	31.40	32.50	33.64
<u>50</u>	27.04	27.99	28.97	29.98	31.03	32.12
<u>51</u>	25.70	26.60	27.53	28.49	29.49	30.52
<u>52</u>	24.28	25.13	26.01	26.92	27.86	28.84
<u>53</u>	22.69	23.48	24.30	25.15	26.03	26.94

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<u>54</u>	21.29	22.04	22.81	23.61	24.44	25.30
<u>55</u>	20.16	20.87	21.60	22.36	23.14	23.95
<u>56</u>	19.03	19.70	20.39	21.10	21.84	22.60
<u>57</u>	18.07	18.70	19.35	20.03	20.73	21.46
<u>58</u>	17.05	17.65	18.27	18.91	19.57	20.25
<u>59</u>	16.09	16.65	17.23	17.83	18.45	19.10
<u>60</u>	15.07	15.60	16.15	16.72	17.31	17.92
<u>61</u>	12.73	13.18	13.64	14.12	14.61	15.12

	Pay Increments (continue every 2 years)					
	2 yr	2 yr	2 yr	2 yr	2 yr	2 yr
Range	Step J	Step K	Step L	Step M	Step N	Step O
49	34.90	36.21	37.57	38.98	40.44	41.96
50	33.32	34.57	35.87	37.22	38.62	40.07
51	31.66	32.85	34.08	35.36	36.69	38.07
52	29.92	31.04	32.20	33.41	34.66	35.96
53	27.95	29.00	30.09	31.22	32.39	33.60
54	26.25	27.23	28.25	29.31	30.41	31.55
55	24.85	25.78	26.75	27.75	28.79	29.87
56	23.45	24.33	25.24	26.19	27.17	28.19
57	22.26	23.09	23.96	24.86	25.79	26.76
58	21.01	21.80	22.62	23.47	24.35	25.26

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59	19.82	20.56	21.33	22.13	22.96	23.82
60	18.59	19.29	20.01	20.76	21.54	22.35
61	15.69	16.28	16.89	17.52	18.18	18.86

The base wage schedule in effect June 30, 2012 will increase by 2% effective July 1, 2012.

The base wage schedule in effect June 30, 2013 will increase by 1% effective July 1, 2013.

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The base wage schedule in effect June 30, 2014 will increase by 1% effective July 1, 2014.

13.03 (NOTE: SEPARATE PROPOSAL MADE FOR CLASSIFICATION DISPUTES FOR 13.03)

13.04 - PAY INCREMENTS

Pay increments, beginning at Step J, computed at the rate of 3.75 percent of the employee's wage rate, shall be provided after an employee has remained at Step F within a given Wage Grade for two years, and every two years thereafter, if, at the time the employee becomes eligible for the increment, the employee's current annual rating by the employee's supervisor is designated as mid-acceptable or better. Movement between Pay Increments shall be extended by one (1) month for every twenty-three (23) working days leave without pay each year.

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~~Beginning on January 1, 2011,~~ Pay increments will only be awarded through a performance evaluation in which the employee is considered to have a mid-acceptable or better commencing on the first day of the pay period following the fulfillment of the service requirement. If a pay increment is delayed due to an untimely performance evaluation, upon receipt of the evaluation with an annual rating of mid-acceptable or better, the pay increment will be granted retroactive to the employee's anniversary date.

13.05 13.05 - SUBSISTENCE

Subsistence shall be calculated as a daily rate according to geographic location and only at permanent work locations at two dollars and thirty-eight cents (\$2.38) per day times step due district for eligible employees in Wage Groups 61 through 56 and two dollars and fifty-three cents (\$2.53) per day times step due district for those eligible employees in Wage Groups 55 through 49. It is agreed that the rate of two dollars and twenty-five cents (\$2.25) per day shall remain in effect for those employees stationed outside Alaska.

Further, subsistence will be converted to an hourly rate and added to the employee's hourly rate as determined by Sections 13.02 and 13.04. The conversion shall be as follows:

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x (times) daily rate
 x (times) steps due district
 / (divided by) 7
 37.5.

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

Illustrative Place Name	Districts	House	Steps	
		Elections	Pay Plan	Above
Ketchikan	1		0	
Prince of Wales	1		1	
Wrangell-Petersburg	2		1	
Sitka	3		1	
Juneau		4		0
Icy Strait-Lynn Canal	5		2	
Yakutat		5		4
Cordova	6(a)		4	
Valdez	6(b)		5	
Palmer-Wasilla		7		1
Cascade ¹	7(a)		2	
Anchorage	8		0	
Seward		9		2
Kenai-Cook Inlet	10		2	
Kodiak	11		3	
Aleutian Islands	12		8	
Bristol Bay	13		8	
Bethel	14		8	
Yukon-Kuskokwim ²	15(a)		9	
Nenana-Cantwell-Healy-Livengood-Manley	15(b)		7	
Fairbanks (South of Arctic Circle)	16(a)		4	
Eagle, Chicken, Circle, 40 Mile, Tok, Delta, Trimmis Camp, Northway	16(b)		5	
Fort Yukon (North of Arctic Circle)	16(c)		9	
Barrow-Kobuk	17		9	
Nome	18		8	
Wade-Hampton	19		8	
Outside Alaska				-4

1. It is agreed as Talkeetna, Chulitna and Willow shall be considered to be in District 7(a) for subsistence purposes.

2. It is agreed as Seven Mile Camp shall be considered to be in District 15(a) for subsistence purposes.

~~If AS 39.27.020 is amended by the Legislature, the parties agree to reopen Article 13.05~~

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for thirty (30) days for the sole purpose of bargaining Article 13.05. The parties agree to reopen this Article for a period not to exceed 30 calendar days between December through February 2013 for the sole purpose to negotiate Article 13.05. The parties recognize any change to monetary terms in Article 13.05 are subject to legislative approval and funding according to AS 23.40.215. In the absence of mutual agreement for change to Article 13.05 or funding by the legislature, the original 13.05 terms will carry forward unchanged for the duration of the agreement.

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13.06 - PREMIUM PAY

13.06 PREMIUM PAY

A. Overtime. ~~It is the policy of the Employer to distribute overtime in the most economical manner. As far as possible,~~ the Employer shall equalize the distribution of overtime among the bargaining unit members who desire to work overtime, and those not desiring to work overtime shall preferably not be assigned to work overtime. This does not preclude the Employer from assigning and requiring overtime work of bargaining unit members based on reasons such as the qualifications of the members and the amount of work to be accomplished. Compulsory overtime may be necessary when the Employer determines it is in the public's best interest, such as natural disasters or weather related emergencies.

An employee shall be paid overtime for all work in excess of eight (8) hours of work in any one day and forty (40) hours of work in any one (1) week, at one and one-half (1.5) times the basic rate of pay.

~~For all work performed on the employee's first or second scheduled day off, one and one-half (1.5) times the basic rate of pay shall be allowed for that shift.~~ For purposes of clarification it is agreed that the employee's first and second scheduled days off follow the employee's five (5) scheduled work days of their work schedule.

Overtime and holiday pay shall not be pyramided or duplicated. Hours paid at an overtime rate shall only be credited once in the calculation of hours in the workweek for overtime purposes.

A. Overtime. An employee shall be paid overtime for all work in excess of eight (8) hours of work in any one day and forty (40) hours of work in any one (1) week, at one and one-half (1.5) times the basic rate of pay.

For all work performed on the employee's first or second scheduled day off, one and one-half (1.5) times the basic rate of pay shall be allowed. However, for all work on the seventh (7th) consecutive day of work, two (2) times the basic rate of pay shall be allowed.

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For purposes of clarification it is agreed that the employee's first scheduled day off begins twenty-four (24) hours following the scheduled start time of the employee's last shift of work for that workweek and the employee's second day off begins forty-eight (48) hours following the scheduled start of the employee's last shift of work for their workweek. An employee shall

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receive two (2) times the basic rate of pay for all hours of work performed between the forty-eighth (48th) hour described herein and the start of the employee's next regularly scheduled shift, provided the employee is working a standard workweek of five (5) consecutive days followed by two (2) days off and the employee worked on the employee's first scheduled day off.

Overtime shall not be compulsory (except in dire emergency) and shall be distributed as evenly as possible among those employees desiring to work the overtime. Overtime and holiday pay shall not be pyramided or duplicated. Hours paid at an overtime rate shall only be credited once in the calculation of hours in the workweek for overtime purposes.

B. Holiday Pay. All work performed on holidays shall be paid at one and one-half (1.5) times the basic rate of pay in addition to holiday pay. Overtime and holiday pay shall not be pyramided or duplicated. Hours paid at an overtime rate shall only be credited once in the calculation of hours in the workweek for overtime purposes.

C. Shift Differential. All bargaining unit members who work a swing shift beginning between 11 a.m. and 7:59 p.m. are entitled to three and three quarters percent (3.75%) of the employee's base hourly rate for each hour worked on that daily shift.

All bargaining unit members who work a graveyard shift beginning between 8 p.m. and 5:59 a.m. are entitled to seven and one-half percent (7.50%) of the employee's base hourly rate for each hour worked on that daily shift.

For the purposes of this section, the starting time of the employee's regular shift, excluding overtime hours, shall determine eligibility for shift differential. All hours worked from the beginning of the employee's regular shift until the starting time of the employee's following regular shift shall be paid shift differential at the same differential rate including those hours worked on the employee's regular scheduled days off.

D. Hazard Pay. Employees who are required to work under dangerous conditions shall receive hazard pay of seven and one-half percent (7.50%) in four (4) hour increments so worked. Dangerous conditions shall be defined as:

1. Working at heights more than twenty-five (25) feet above ground on towers, bridgework, and antennas.
2. Handling explosives so designated by the Employer or involved in some related activity which has been so designated by the Employer.
3. Transportation by or working under a helicopter required by the Employer.
4. Direct involvement in the clearing of an avalanche from the roadway (limited to equipment operators and spotters).

13.07 - PROBATIONARY PERIODS

For employees starting in a position after July 1, 2010 the probationary period for classifications in this bargaining unit shall be one (1) year, except that the parties may mutually agree to extend the probationary period by up to two (2) additional months. The probationary period will be extended one (1) month for each accumulation of twenty-three (23) working days of leave without pay within a leave year.

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A. Each new employee appointed to a permanent position shall be hired as a probationary employee. Upon completion of the probationary period, the employee shall be considered a permanent employee and shall have seniority from the date of hire. Accrual and use of personal leave, holiday pay, retirement benefits, health and welfare coverage and other conditions of employment shall be subject to other provisions of this Agreement.

B. A permanent employee who is promoted to a classification in a higher wage group or appointed to a different classification at the same wage group or a different class series at a lower wage group will serve a probationary period in the new classification. Such employee, however, will retain permanent status in the class the employee left.

C. A probationary employee who is promoted to a classification in a higher wage group or is appointed to a different classification at the same wage group will serve a probationary period in the new classification with the time in the previous class not being considered toward permanent status in either case.

D. If an employee is notified of failure to complete the new probationary period, he/she shall be returned to a vacant position in the previous classification. If there is no vacant position the Employer intends to fill, the provisions of Section 22.04 shall apply.

13.08 - NONPERMANENT EMPLOYEES

The Employer may elect to appoint a full-time or part-time nonpermanent employee subject to AS 39.25.195-39.25.200. If a nonpermanent employee is appointed to a permanent position, the duty station seniority shall be counted from the original date of hire providing such combined service is continuous. Nonpermanent employees shall be entitled to step placement in accordance with Section 13.02(C). Nonpermanent employees shall be entitled to subsistence in accordance with Section 5 of this Article. Time served as a nonpermanent employee shall not count towards probationary credit.

A nonpermanent employee is not entitled to accumulate or use paid leave, health and accident insurance, pension benefits or other benefits except when other benefits are expressly provided for nonpermanent employees in this Agreement. In lieu of such entitlements, each nonpermanent employee shall receive one dollar and sixty-five cents (\$1.65) for each compensable hour worked.

Nonpermanent employees shall be covered by the holiday and overtime provisions of this Agreement. If a nonpermanent employee is in work status on a designated floating holiday, then the employee is entitled to either another scheduled day off with pay, or an additional day's pay at the straight-time rate for the employee's regularly scheduled hours of work on the holiday.

Nonpermanent part-time employees working five (5) days per week will be paid holiday pay as provided by Article 18.03 according to the hours they are normally scheduled to work. Nonpermanent part-time employees working less than five (5) days per week will be paid holiday pay according to the hours they are normally scheduled to work on the day on which the holiday falls.

Nonpermanent employees reporting to work and not put to work shall receive four (4) hours pay or their regular shift, whichever is less, at their regular straight-time rate unless notified not to report at the end of their previous shift or two (2) hours prior to the start of the shift. If the second half is started, then a whole shift shall be allowed or their

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regular shift, whichever is less.

13.09 - PERMANENT PART-TIME EMPLOYEES

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

Increases or decreases to this fixed reduced work schedule may be made with fifteen (15) days written notice to the affected employee. If the affected employee is unable to accept a reduction to his/her part-time work schedule, a layoff in accordance with Article 22 may result.

Permanent part-time employees working five (5) days per week will be paid holiday pay as provided by Section 18.03.B according to the hours they are normally scheduled to work. Permanent part-time employees working less than five (5) days per week will be paid holiday pay according to the hours they are normally scheduled to work on the day on which the holiday falls.

Benefits for personal leave and retirement pensions pursuant to pertinent statutes and regulations shall accrue proportionate to the benefits for full-time service.

Permanent part-time employees will be covered by the overtime provisions of this Agreement. Work in excess of the permanent part-time employee's regular schedule shall not be compulsory (except in dire emergency) and shall be distributed as evenly as possible among those employees desiring to work the additional hours.

13.10 - EMERGENCY EMPLOYEES

An emergency employee is one who is employed for not more than thirty (30) calendar days. The emergency employee is entitled to be paid the hourly rate specified in this Agreement. Emergency employees may be employed directly by the Employer with notice to the Union office of the names and locations of the employees. Emergency employees are not subject to other terms and conditions of this Agreement, except for overtime provisions.

Appointments of emergency employees shall be governed in accordance with AS 39.25.195-39.25.200, and the rules, regulations, policies and procedures adopted under the authority provided therein.

13.11 - TRAINING

It is understood and agreed that both parties will consider each training program individually and reach mutual agreement on wages and conditions implemented.

It is understood and agreed that the parties will meet within thirty (30) days of the signing of this Agreement to identify training needs and establish a policy and procedure for training employees in this bargaining unit.

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13.03 - JOB CLASSIFICATIONS

A. **Classifications.** Management retains the exclusive right to establish the specifications of job classifications regarding skills, abilities, experience, work requirements and duties of job classifications. The job classifications as of the effective date of this Agreement are as follows:

Wage Group 49

- International Airport Foreman
- Rural Airport Foreman
- Occupational Safety and Compliance Officer
- Safety Inspection and Compliance, Electrical Inspector
- Safety Inspection and Compliance, Elevator Inspector
- Safety Inspection and Compliance, Plumbing Inspector

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Wage Group 50

- Equipment Operator Foreman II
- Maintenance Specialist, Bldg/Facility/Const, Foreman
- Maintenance Specialist, Electrical Utility, Foreman
- Maintenance Specialist, Electrician, Foreman
- Maintenance Specialist, Electronics, Foreman
- Maintenance Specialist, Plumbing, Foreman
- Maintenance Specialist, Traffic Cntrl & Elec Sys, Foreman

Wage Group 51

- Maintenance Specialist, Bldg/Facility/Const, Journey II/Lead
- Maintenance Specialist, Electrical Utility, Journey II/Lead
- Maintenance Specialist, Electrician, Journey II/Lead
- Maintenance Specialist, Electronics, Journey II/Lead
- Maintenance Specialist, Plumbing, Journey II/Lead
- Maintenance Specialist, Traffic Cntrl & Elec Sys, Journey II/Lead
- Mechanic, Automotive, Foreman II
- Mechanic, Aircraft, Foreman II
- Materials Laboratory Technician, Foreman
- Equipment Operator Foreman I

Wage Group 52

- Maintenance Generalist, Foreman
- Mechanic, Automotive, Foreman I
- Mechanic, Aircraft, Foreman I
- Equipment Operator, Lead / Journey III
- Materials Laboratory Technician, Specialist/Lead

Wage Group 53

- Maintenance Generalist, Lead
- Maintenance Specialist, Bldg/Facility/Const, Journey I
- Maintenance Specialist, Electrical Utility, Journey I
- Maintenance Specialist, Electrician, Journey I
- Maintenance Specialist, Electronics, Journey I
- Maintenance Specialist, Plumbing, Journey I
- Maintenance Specialist, Traffic Cntrl & Elec Sys, Journey I
- Food Service, Foreman
- Driller, Journey

Mechanic, Automotive, Advanced Journey/Lead
Mechanic, Aircraft, Advanced Journey/Lead
Equipment Operator, Journey II
Materials Laboratory Technician, Journey
Stock & Parts Services, Lead
Survey, Lead

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Wage Group 54
Maintenance Generalist, Journey
Driller, Sub-Journey
Mechanic, Automotive, Journey
Mechanic, Aircraft, Journey
Equipment Operator, Journey I
Engineering Technician, Journey
Materials Laboratory Technician, Sub-Journey IV
Stock & Parts Services, Journey II
Survey, Journey

Wage Group 55
Engineering Technician, Sub-Journey III
Stock & Parts Services, Journey I

Wage Group 56
Maintenance Generalist, Sub-Journey II
~~Maintenance Generalist, Sub-Journey I~~
Food Service, Lead
Mechanic, Aircraft, Sub-Journey
Mechanic, Automotive, Sub-Journey
Equipment Operator, Sub-Journey II
Materials Laboratory Technician, Sub-Journey III
Survey, Sub-Journey II

Wage Group 57
Food Service, Journey
Environmental Services, Foreman
Engineering Technician, Sub-Journey II
Materials Laboratory Technician, Sub-Journey II
Stock & Parts Services, Sub-Journey

Wage Group 58
Maintenance Generalist, Sub-Journey I
~~Maintenance Generalist, Sub-Journey II~~
Environmental Services, Lead
Equipment Operator, Sub-Journey I
Survey, Sub-Journey I

Wage Group 59
Engineering Technician, Sub-Journey I
Materials Laboratory Technician, Sub-Journey I

Wage Group 60
Environmental Services, Journey I

Wage Group 61
Food Service, Sub-Journey
Environmental Services, Journey I

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This list is subject to modification during the life of this Agreement.

It is the obligation of the employer to maintain and establish a classification system and a pay plan. Classification disputes are not subject to the grievance and arbitration provisions of Article 9 except as provided in Sections B and D below. The procedures outlined below will be the only method of settling any dispute concerning substantive classification matters.

B. Bargaining Unit Placement and New Classifications. It is recognized that all new positions (PCNs) and classifications created by the Employer should be placed in the appropriate bargaining unit.

Subsequent to the effective date of this Agreement, the Union Business Manager shall be notified of all new classifications created within ten (10) working days of such action and such notifications shall include the class specifications and wage grade assignment. If the Union disagrees with the wage grade assignment of a new job class, it must notify the Director of Personnel and Labor Relations in writing of its objections within thirty (30) calendar days. The notice must include an analysis and rationale of the disagreement and detailed information regarding the duties, responsibilities and wage rates of comparable classifications in the public or private sector in Alaska or the Pacific Northwest. Within fifteen (15) working days of receipt of the Union's objections, the parties shall meet and confer. If disputes regarding the wage grade assignments of job classes are not resolved within thirty (30) calendar days, ~~the Union may request arbitration. The arbitrator shall be selected from the panel provided in Article 9. The arbitrator shall have no authority to establish a new wage grade; the arbitrator's authority shall be limited to a determination of the proper wage grade assignment for specific job classes. The arbitrator's award shall be consistent with merit system principles as articulated at AS 39.25.040.~~ the Director shall issue a decision in writing to the Union.

Both parties recognize that the Labor Relations Agency shall retain its usual authority to make determinations of unit classification assignments. No filled position (PCN) shall be changed to a bargaining unit outside this bargaining unit without written notification to Local 71 of such action concurrent with the notification to the department. If the Union does not notify the Employer within ten (10) working days from the receipt of notification of its intent to challenge, the Employer will be free to take the proposed action. If the Employer changes a vacant position (PCN) to a bargaining unit outside this bargaining unit, Local 71 shall be notified concurrently with such action.

C. Reallocation of a Position.

An employee occupying a position that is reallocated to a lower classification which carries a lower pay range and who continues in the same position shall be placed at the most advanced step providing an equal or lesser wage rate, but the salary will remain frozen at the former rate until earned step advancements or adjustments to the wage schedule cause the rate to exceed the frozen rate. For purposes of this paragraph, an employee may not be placed at a pay increment unless they have earned such step in that wage group or higher classification. Time served at Step F or a pay increment of the higher classification shall be counted as time served at Step F or a pay increment of the lower classification.

An employee occupying a position that is reallocated to a classification at the same pay range shall remain at the same step assignment.

An employee occupying a position that is reallocated to a higher classification which carries a higher pay range and who continues in the same position shall have their step placement determined in accordance with Article 13.02.D.

As the result of a reallocation action from outside the bargaining unit, the incumbent of the position shall be appointed to the position as of the effective date of the reallocation action.

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D. Classification Reviews.

1. When the Union believes a position is improperly classified, the Union shall submit an updated position description and information regarding the duties and responsibilities of the position to the departmental Division of Personnel and Labor Relations Classifications Manager with a copy to the Director of the Division of Personnel and Labor Relations. Within thirty (30) calendar days of receipt the department shall submit its written analysis and recommendation to the Director with a copy to the Union. If the department fails to respond within thirty (30) calendar days, the Union may advance the request to the Director within five (5) working days of the due date. If the Union does not agree with the department's recommendation, it must notify the Director of its specific disagreement within twenty (20) working days of the date the recommendation was received.

2. Within thirty (30) calendar days from receipt of the department's recommendation or thirty (30) calendar days from the date the request was advanced by the Union, the Director shall review the position description in conjunction with existing class specifications, and issue a decision. ~~If the Union does not agree with the Director's decision, it must request arbitration within ten (10) working days of the date the decision was due or received, whichever is earlier. Absent a notice of objection from the Union, any change in job class allocation shall be effective the pay period following the Director's decision.~~

~~The arbitrator shall be selected from the panel provided in Article 9. The parties shall make every effort to schedule arbitration within sixty (60) calendar days of the arbitrator's selection. The arbitrator has no authority to establish a new wage group or a new job class. The arbitrator's authority shall be limited to a determination of the proper job class allocation. The arbitrator's award shall be consistent with the merit system principles at AS 39-25-010. Any change in job class allocation shall be effective the pay period following receipt of the arbitrator's award.~~

3. No more than one (1) request may be submitted for a position in any twelve (12) month period unless substantial changes in duties have occurred.

4. The time frames contained herein may be altered by mutual agreement of the parties.

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ARTICLE 14 - WORKING RULES

14.01 - WORKWEEK

The workweek shall consist of thirty-seven and one-half (37.5) hours within five (5) consecutive days, and all permanent full-time employees shall be guaranteed a full workweek provided they are ready, willing and able to work, unless suspended, on layoff or leave without pay.

It is understood and agreed between the parties that at a duty station where workweek schedule changes are necessary, the requirement of five (5) consecutive days shall be invalid for a fourteen (14) day period provided, however, that the employee shall be guaranteed seventy-five (75) hours of work in that fourteen (14) day period. This provision applies only during a workweek schedule change period. However, in no instance will an employee be required to work more than seven (7) consecutive days at straight-time as a result of workweek schedule changes.

When shift changes are required, the affected employees will receive reasonable notice of the shift change.

14.02 - STARTING TIMES

The Employer shall establish regular starting times for each operation and may adjust those starting times up to two (2) hours without discussion or agreement of the parties. The Employer will not make such changes more frequently than twice per month without mutual agreement.

14.03 - CALL BACK

A. When an employee is called back to work within four (4) hours after the completion of the employee's regular shift, the employee shall be paid for such hours worked at the appropriate overtime rate. If the employee is called back to work later than four (4) hours after the completion of the employee's shift, the employee is entitled to a minimum of four (4) hours pay at the appropriate overtime rate. If the hours worked exceed four (4), the employee shall be entitled to overtime pay for all such hours worked. If the employee is called out more than once in one four (4) hour period, a new call-out shall not be established.

B. When an employee is called to work within four (4) hours prior to the start of the employee's regular shift, the employee shall be paid for such hours worked at the appropriate overtime rate. If the employee is called to work more than four (4) hours prior to the start of the employee's regular shift, then 14.03(A) applies.

C. Minimum call back guarantees do not apply when the additional work assignment has been scheduled and the employee has been notified prior to the completion of the employee's shift. In such cases, the employee shall be paid for all hours worked at the appropriate rate of pay.

14.04 - ON CALL

When employees are ordered to remain at home, or periodically report their whereabouts, and be available for immediate recall, their name shall be placed on an on-call roster. Assignments to an on-call roster shall be, insofar as it is possible, equitably rotated among employees normally required to perform the anticipated duties. Nothing in this Article shall preclude the assignment of an individual to an on-call roster whose knowledge, skills and abilities makes that employee the most logical choice for the call out tasks. An employee who is assigned to an on-call roster, for each calendar day or portion of a calendar day of such assignment, shall be paid one (1) straight-time hour at the employee's base hourly rate. The daily rate of compensation shall be in addition to pay for hours worked.

14.05 - STANDBY

When employees are required to standby because of temporary breakdown or shortage of

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materials, temporary weather conditions, or for any other cause beyond their control, no time shall be deducted from this period and the finishing time or shift shall not be extended to make up the lost time.

14.06 - TIDAL OPERATIONS

When it is necessary to work with the tide, any such working hours may be changed at the option of the Employer to meet tidal conditions; however, when these conditions make it impossible for full shift operations, the employees shall be paid for a full shift regardless of whether a full shift is worked. No split shift which extends into the next tide shall be worked except at the overtime rate.

14.07 - ORDERS

A. Authority for orders to employees covered by this Agreement will be to the employees by a management representative through a foreman or leadman, where there is a foreman or leadman as required by paragraphs B and C of this section.

B. When four (4) or more employees, except for laborers (includes laborers, custodians and helpers in a variety of job classifications performing unskilled and semiskilled work) in public buildings, are employed on the same shift as a crew, one (1) shall be selected by the Employer as a working leadman and shall be paid seventy-five cents (\$0.75) per hour above the employee's base hourly rate for all such hours of supervision. Management may appoint a working leadman in situations where there are less than four (4) employees and the leadman shall be paid according to this section.

C. When eight (8) or more employees are employed on the same shift as a crew in an immediate area, one (1) shall be selected as a foreman to direct the work and shall be paid an additional one dollar and fifty cents (\$1.50) per hour above the employee's base hourly rate for all such hours of supervision provided that the designated employee does not currently hold a foreman position.

D. The appointment of such foreman or leadman will be the right of management, other provisions of the contract notwithstanding, and shall not result in a permanent wage change.

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ARTICLE 18 - CONDITIONS

18.01 - MEAL BREAK

A meal period of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway of each shift. If the employee is scheduled to work twelve (12) hours in a day, the employee may request a second (2nd) meal period after eight (8) hours of work, and a third (3rd) meal period if the employee is expected to work beyond twelve (12) hours. The employee shall be relieved of all work-related duties and responsibilities during such meal periods.

18.02 - RELIEF PERIODS

All employees shall be allowed one (1) relief break not to exceed fifteen (15) minutes in duration during the first (1st) half of the shift and fifteen (15) minutes during the second (2nd) half of the shift. When working other than the regular shift, relief breaks shall be taken consistent with the above schedule.

18.03 - HOLIDAYS

Holidays recognized are:

1. The first (1st) of January, known as New Year's Day,
2. The third (3rd) Monday of January, known as Martin Luther King, Jr. Day,
3. The third (3rd) Monday in February, known as President's Day,
4. The last Monday in March, known as Seward's Day,
5. The last Monday in May, known as Memorial Day,
6. The fourth (4th) of July, known as Independence Day,
7. The first (1st) Monday in September, known as Labor Day,
8. The eighteenth (18th) of October, known as Alaska Day,
9. The eleventh (11th) of November, known as Veterans' Day,
10. The fourth (4th) Thursday in November, known as Thanksgiving Day,
11. The twenty-fifth (25th) of December, known as Christmas Day,
12. Every day designated by public proclamation by the Governor of Alaska as a legal holiday.


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A designated holiday will normally be observed on the calendar day on which it falls except that if the holiday falls on an employee's first regularly scheduled day off it will be observed on the preceding day. If the holiday falls on the employee's second regularly scheduled day off it will be observed on the following day.

Holidays may be rescheduled to another day in the workweek or in the work schedule in which the holiday was to be observed with mutual agreement between the employee and supervisor.

1. Employees in the bargaining unit working for the Department of Military and Veterans' Affairs will not observe October 18, Alaska Day, but will observe Columbus Day, during the same month, to coincide with the Federal employees attached to the Department of Military and Veterans' Affairs.
2. Any of the holidays provided above may be converted to a floating holiday for any designated group of employees upon mutual agreement of the parties.

18.04 - PERFORMANCE EVALUATIONS

A. Performance Evaluation Reports will be discussed with an employee by the rater. An employee who disagrees with a performance evaluation may submit written comments within ten (10) working days. The written comments shall be attached to the performance evaluation and become a part of the employee's personnel file. Following the discussion of the performance

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evaluation with the employee, the evaluation will be signed by both the employee and the rater. The signed evaluation, together with any employee comments, shall constitute the evaluation. The employee shall receive a copy of the finalized evaluation.

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B. For an employee who is denied a Pay Increment increase under Article 13.04, the following process shall be the sole and exclusive method for resolution:

Level One: Within thirty (30) calendar days after receipt of a copy of the finalized evaluation, the employee must submit through the Union a written request to the director of the employee's division asking that the director investigate allegations that the evaluation includes factual inaccuracies, or that in the preparation of the evaluation management has been arbitrary or capricious, or has been motivated by discrimination or bias. The written request must state specifically the allegations to be investigated and, to the degree that information in support of those allegations is known, identify the facts surrounding the controversy. The list of allegations to be investigated shall not be expanded after the initial submission to the Employer except by written mutual agreement of the parties. The division director or section manager shall have thirty (30) calendar days to assign an investigator outside the complaint's direct chain of command to investigate and make written recommendations to the Director regarding revision of the evaluation, with a copy to the Union.

Level Two: In the event the dispute is not resolved by the recommendations at Level 1, the employee through the Union shall submit a written request for informal hearing to the Director of the Division of Personnel and Labor Relations within ten (10) working days after receipt of the recommendations. Absent such a request, the Director shall adjust the evaluation in accord with the recommendations, provided that those recommendations are not in violation of law or regulation. If a hearing is requested, every reasonable effort shall be made to schedule the hearing within thirty (30) calendar days of the request and in no case later than sixty (60) calendar days. Hearings shall be conducted by an individual outside the employing department and bargaining unit assigned by the Director of Personnel and Labor Relations. The employee and the employing department shall have one (1) hour each to present additional testimony and documentary evidence, which shall be considered by the Hearing Official together with the employee's initial request and the Level One recommendations. The Hearing Official shall issue a final decision within fifteen (15) working days after the close of the informal hearing revising those contested facts found to be inaccurate. Other contested portions of the evaluation shall be revised upon a finding by the Hearing Official that in the preparation of the evaluation management has been arbitrary or capricious, or was motivated by discrimination or bias.

C. Former employees who are evaluated following termination, or are otherwise not available to discuss their evaluation, will be mailed their copy of the completed evaluation at the last address of record. Upon receipt of their evaluation, former employees may, at their option, request to meet with the rater to discuss the evaluation and may submit written comments which will be attached to the evaluation and placed in the personnel file.

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ARTICLE 20 - LEAVES OF ABSENCE

20.01 - APPLICATION FOR LEAVES OF ABSENCE

No application for a leave of absence, as described in this Article, will be considered, unless it is applied for in writing or electronically, if electronic option is available and presented to the employee's immediate supervisor for approval in advance whenever possible.

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20.02 - TEMPORARY ABSENCE DUE TO DISABILITY, ILLNESS OR INJURY

A permanent employee who shall be found and certified by a medical doctor to be unable to perform his or her regular or alternate duties within this bargaining unit because of disabling illness or injury shall use all accumulated leave prior to requesting extended leave without pay.

Leave of absence without pay will be granted up to a maximum of twelve (12) months, with service bonus credit and seniority accumulating, subject to the following conditions:

- A. Requests for leave of absence without pay shall be in writing in accordance with Section 1 of this Article.
- B. Requests for leave of absence without pay shall be submitted to the Employer no less than ten (10) days prior to the effective date of the request or ten (10) days before the employee exhausts accumulated paid leave. Reasonable extensions to the application shall be granted by the Employer upon a good faith showing by the affected employee.
- C. The employee signs a release that will allow the Employer to obtain additional medical information when deemed necessary by the Employer.

A leave of absence without pay may be granted for a period of time up to twelve (12) months, depending on the extent of illness or disability. The Employer may require a certificate from a medical doctor of the Employer's choice at any time, although not more frequently than once every thirty (30) days, should there exist any questions with regard to the illness or injury as related to the employee's ability to perform their expected duties. This examination shall be performed at no cost to the employee.

D. If the disability continues beyond twelve (12) months and the employee has not returned to work, the employee's service bonus credit and seniority will be broken and terminated, unless otherwise mutually agreed by the Union and Employer.

20.03 - OTHER APPROVED ABSENCE

Upon written approval of the employing department, permanent employees may be granted a leave of absence without pay.

20.04 - MILITARY LEAVE

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

B. An employee of the State who is a member of a reserve component of the United States Armed Forces, National or Alaska Guard or Naval Militia, is entitled to a leave of absence without loss of pay, time or performance rating on all days during which the employee 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 (16.5) working days in any calendar period beginning December 16 and ending December 15.

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20.05 - JURY/COURT LEAVE

An employee who is called for jury duty or who is subpoenaed to appear in court in Alaska as a witness will be compensated by the Employer for the difference between payment received for such compulsory jury duty or court appearance and the payment the employee would have received for the straight-time hours the employee was thereby required to lose from their regular work schedule but not to exceed thirty-seven and one half (37.5) hours per week, computed at the employee's established basic hourly wage rate. However, when subpoenaed by a party other than the Employer, the employee will not be compensated if the employee, the Employer or the Union is a party in the case, or if the employee has any direct interest or financial interest in the case. Differential payment shall be made so long as such jury duty or court appearance continues only upon presentation of documentary proof of jury duty or court appearance and the payment received therefore. Continuous service bonus credit and duly-established seniority privileges will accumulate during such leave.

20.06 - TIME OFF TO VOTE

If the Employer has so placed an employee that the employee is unable to vote on off-duty time, it shall be the responsibility of the Employer to provide time and transportation during normal working hours, without loss of pay to the employee, for each employee to vote in Federal, State, city, borough elections and Union elections held on the employee's job site.

20.07 - UNION BUSINESS LEAVE

There is hereby created a Union Business Leave Bank which shall be administered by the State with a monthly report of the balance and withdrawals provided to the Union Business Manager. The Bank shall be established by a transfer of one (1) day of personal leave from each employee on the payroll of the Employer. Employees shall donate one (1) day of personal leave when the employee's balance is at least one (1) day or more and such leave shall be transferred to the Bank. Existing employees who have donated leave during their current employment shall be exempt from this section.

Withdrawal requests from the Bank will be for purposes of compensation of bargaining unit members for absences due to contract negotiations and formulation, executive meetings, conventions, training sponsored by the Union, attendance at arbitration or other hearings as a witness for the Union and other like purposes as may be determined by the Union Business Manager. Requests for withdrawals from the Bank shall be made only by the Business Manager of the Union to the Director of the Division of Personnel on forms mutually agreed by the parties and furnished by the Union. Personal leave transferred to the Bank is final and not recoverable for re-credit to an individual's leave account.

In addition, the parties agree that a cash business leave bank may be established at any time by mutual agreement.

The release of employees for Union leave from duty shall be handled on the same basis as release from duty for personal leave, however, such release shall not be unreasonably withheld by the supervisor. No one employee may be absent for longer than twelve (12) months during the life of this Agreement.

Unless otherwise mutually agreed in writing, should a promotional opportunity arise while an employee is on Union Business Leave, they shall be deemed eligible for the promotion. Should an employee accept such a promotion, their leave shall be canceled and they shall be ineligible for Union Business Leave during the succeeding six (6) months, unless specifically approved by the Director of the Division of Personnel and Labor Relations.

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ARTICLE 23 - HEALTH AND SECURITY

23.01 - EMPLOYEE HEALTH INSURANCE

The terms and conditions of the Public Employees Local 71 Health and Welfare Trust established by Letters of Agreement 93-LL-027 (as amended) and 99-LL-030 shall continue during the term of this Agreement.

Effective July 1, 2012, the Employer shall contribute \$1039 \$1330 per month to the Union's health insurance trust for each eligible employee. Effective July 1, for each year after 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.

Upon sixty (60) days written notice to the Commissioner of Administration, the Union may increase the monthly contribution of eligible employees.

~~By July 1, 2012, the State will make a payment to the Public Employees Local 71 Health and Welfare Trust. The payment will be determined by the State and will be calculated based on the number of employees eligible for health insurance receiving \$43 per month for July 1, 2009 to June 30, 2012.~~

23.02 - EMPLOYEE LIFE INSURANCE

The Employer shall insure the life of every employee in the principle amount of two thousand dollars (\$2,000.00).

23.03 - HEALTH INSURANCE RATE ADJUSTMENTS

The Union agrees to provide the State with an actuarial analysis of the Trust by May 1 of each year of this agreement. The State, at its own expense, reserves the right to perform its own review and analysis of the Trust.

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ARTICLE 25 - TOOL ALLOWANCE

All permanent Mechanics (Automotive) in Wage Group 53 and 54, Mechanics (Aircraft) in Wage Group 53, and Mechanic (Automotive) Foreman I in Wage Group 52 will be required to furnish their own hand tools up to but not including socket sets of 3/4-inch drives. The employees will receive a tool allowance of thirty dollars (\$30.00) each pay period. Maintenance Specialist (Electronics) Journey I and Lead will be paid twenty dollars (\$20.00) each pay period and furnish all hand tools exclusive of complex testing equipment consistent with this section. Mechanic (Automotive) - Sub-journey, Wage Group 56, will receive twenty dollars (\$20.00) each pay period and furnish all hand tools necessary to work within this class specification.

Department of Corrections employees who are provided all tools and not allowed to bring personal tools into the facility are excluded from the tool allowance provision in this article. However, any Department of Corrections employee who received a tool allowance as of July 1, 2010 will continue to receive the tool allowance as long as it would otherwise be permitted under this article.

If the Employer adopts new or revised class specifications which fall within the automotive mechanical or electronic technician fields, the parties agree to negotiate the amount of tool allowance which might be appropriate for the new or revised class specification. In the event such negotiations do not produce an agreement, the dispute shall only be resolved pursuant to Article 9, Section 9.02.