

**03/15/13  
STATE  
CONTRACT  
NEGOTIATIONS  
– UNIONS :  
MONETARY  
TERMS OF  
AGREEMENT**

<TARGET><BILL></BILL><SUBJECT>03-15-13 STATE CONTRACT  
NEGOTIATIONS – UNIONS MONETARY TERMS OF  
AGREEMENT</SUBJECT><COMM>HFIN28</COMM></TARGET>



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

**Department of Administration**

BECKY HULTBERG, COMMISSIONER

10th Fl. State Office Building  
PO Box 110200  
Juneau, AK 99811-0200  
Main: 907.465.2200  
Fax: 907.465.2135  
[www.doa.alaska.gov](http://www.doa.alaska.gov)

March 15, 2013

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

Dear Speaker Chenault:

I am required by the Public Employment Relations Act (AS 23.40.070-260) to report the monetary terms of any agreement reached with an employee organization. By copy of my memorandum to Karen Rehfeld, Director of the Office of Management and Budget (enclosed), please accept my report of the monetary terms of the collective bargaining agreement reached between the State and the Alaska State Employees Association (representing the General Government Unit). The monetary terms of this agreement must be submitted to the Legislature for approval pursuant to AS 23.40.215.

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

Sincerely,

A handwritten signature in cursive script that reads "Becky Hultberg".

Becky Hultberg

Enclosure

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



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## Memorandum

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

**From:** Becky Hultberg, Commissioner *BHA*

**Date:** March 15, 2013

**Subject:** Monetary terms of the July 1, 2013 to June 30, 2016 Collective Bargaining Agreement between the State and the Alaska State Employees Association (representing the General Government Unit).

The Administration has concluded the negotiations process with the Alaska State Employees Association. **If approved by the Legislature the monetary terms of this agreement become effective July 1, 2013 and remain in effect through June 30, 2016.**

### I. Terms Requiring Appropriation.

#### Current Legislative session

Effective July 1, 2013, the Employer's health insurance contribution rate will be \$1,389, per eligible member per month.

Employees in pay status on July 1, 2013, will receive a lump sum payment of \$755 in the second pay period in August 2013.

Effective July 1, 2013, the wage schedule in effect on June 30, 2013 will increase by 1%.

Effective July 1, 2013, employee life insurance coverage will increase from \$2,000 to \$10,000 and employee accidental death while in state travel status will increase from \$100,000 to \$200,000.

#### Future Legislative Sessions

Effective July 1, 2014, the Employer's health insurance contribution will be either \$1,389 per eligible member per month or the amount of money that is necessary to maintain the Select Benefits Default/Economy Plan, whichever is higher.

Effective July 1, 2014, the wage schedule in effect on June 30, 2014 will increase by 1%.

Effective July 1, 2015, the Employer's health insurance contribution will be the amount of money that is necessary to maintain the Select Benefits Default/Economy Plan whichever is higher.

Effective July 1, 2015, the wage schedule in effect on June 30, 2015 will increase by 2.5%.

## **II. Change in State Revenues.**

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

## **III. Change in Productive Work Hours.**

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

## **IV. Terms addressing employee compensation, not requiring appropriation.**

Effective December 16, 2013, annual and personal leave accrual will be capped at 1000 hours.

Mandatory personal leave usage is increased to 75 hours annually for those holding under 400 hours of leave. Members holding over 400 hours of personal leave are exempt from the cap; however, their mandatory annual usage is increased to 112.5 hours.

Effective July 1, 2013, personal leave accrual for bargaining unit members hired into State service after July 1, 2013 will decrease as follows:

- 6.56 hours per pay period if the member has zero (0) to two (2) years of service. This is a decrease of .94 hours from the accrual current members receive.
- 7.50 hours per pay period if the member has more than two (2) but less than five (5) years of service. This is a decrease of .94 hours from the accrual current members receive.
- 8.44 hours per pay period if the member has more than five (5) but less than ten (10) years of service. This is a decrease of .94 hours from the accrual current members receive.
- 9.38 hours per pay period if the member has more than ten (10) years of service. This is a decrease of 1.87 hours from the accrual current members receive.
- 11.25 hours per pay period if the member has more than fifteen (15) years of service.

Effective July 1, 2013, members employed before July 1, 2013, will receive, upon reaching their 15<sup>th</sup> year of service, 7.5 hours credit to their leave balance each year to be used as a floating holiday.

Effective July 1, 2015, pay increments will decrease from 3.75% to 3.25% of the employee's base salary.

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: Representative Mike Chenault, Speaker of the House, Alaska State Legislature

Senator Charlie Huggins, Senate President, Alaska State Legislature

All Commissioners

All Administrative Services Directors

Scot Arehart, Director  
Division of Finance

Nicki Neal, Director  
Division of Personnel and Labor Relations

Union To State 10/22/12 2:30 PM

**PREAMBLE**


This Agreement is made by and between the State of Alaska (Employer) and the Alaska State Employees Association (ASEA)/American Federation of State, County and Municipal Employees (AFSCME) Local 52, AFL, CIO (Union), covering the General Government Unit (GGU).

This Agreement has as its purpose the following: to promote harmonious, cooperative relations; to strengthen the merit principle; to establish a rational method for dealing with disputes; and to determine wages, hours, and other terms and conditions of employment for the General Government Bargaining Unit.

TA 11/30/13 12:05  
NS

ARTICLE 2 - Union Representatives and Activities

JATC  
1/30/13  
12:10

TANS  
2/12/13  
3:06 pm  


**2.01 Union Staff Representatives.**

Union representatives who are not bargaining unit members 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 prior approval of the Employer. Approval shall not be unreasonably withheld or delayed. The Union shall provide a list of staff representatives to the Director of the Division of Personnel. Only those individuals on the Union provided list shall be entitled to the rights described in this Article.

**2.02 Stewards.**

- A. The Union may authorize a reasonable number of stewards upon written notice to the Employer. The ratio of stewards shall not exceed one (1) steward for each thirty (30) bargaining unit members in the entire bargaining unit.
- B. Stewards shall be allowed to handle disputes, complaints and grievances under this Agreement during working hours. Stewards shall suffer no loss in compensation for time spent handling complaints and grievances for up to nine (9) 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.

In the first year of this contract, Union Stewards shall be allowed up to ~~fifteen (15) seven and one-half (7.5)~~ hours for steward training. In the second and third years of this contract, Union Stewards who were stewards in year one shall be allowed up to four (4) hours for continued steward training. Union Stewards who are newly elected in years two and three of this contract shall be allowed up to ~~fifteen (15) seven and one-half (7.5)~~ hours in the first contract year of their election for steward training and up to four (4) hours in succeeding years. All time for steward training shall be deducted from the nine (9) hours per month of steward time allowed under this Article. All training must be taken in no less than a three and one-half (3.5) hour block, and any training time not used in any contract year does not carry over to succeeding years.

The Employer may make recommendations to the content of the training provided under this section.

- C. Stewards shall be allowed to post Union information only on bulletin boards made available under 2.04 of this Article and may distribute Union information to other bargaining unit members at their work stations provided it does not interfere with the members' or other employees' work.
- D. The Union shall provide a list of stewards to ~~each departmental personnel office with a copy to the Labor Relations Section~~ the Director of Personnel and Labor Relations. Only those individuals on the Union provided lists shall be entitled to the rights described in this Article.
- E. For purposes of layoff or transfer of positions in the bargaining unit, stewards listed in D above shall head the applicable seniority list if they have held their Steward position for six (6) months or longer. If more than one steward has super seniority under this rule, their placement at the head of the list shall be determined by their amount of time in the classified service.

**2.03 Meeting Space.**

Appropriate available meeting space in buildings owned or leased by the Employer may be used for Union meetings provided that a request is approved in advance pursuant to the rules of the department or agency concerned.

**2.04 Bulletin Boards.**

Past practice with respect to the number of bulletin boards and their use shall continue. Additional bulletin boards may be made available by mutual agreement.

**2.05 Use of State Equipment.**

Use of state-owned electronic equipment will be allowed and shall be governed by the State of Alaska Technology Policy.

SB Union to State 10/22/12 3:30 PM

ARTICLE 3 - Union Security

TA 11/30/13  
12:12 PM JD  
TA 11/30/13  
NS

**3.01 Noninterference.**

The Employer agrees that it will not in any manner, directly or indirectly, attempt to interfere between any bargaining unit member and the Union. It will not in any manner attempt to restrain any bargaining unit member from belonging to the Union or from taking an active part in Union affairs, and it will not discriminate against any bargaining unit member because of Union membership or activity, upholding Union principles, or working under the instruction of the Union or serving on a committee, provided that such activity is not contrary to this Agreement.

**3.02 Employer's Notification Obligation.**

Persons employed in the Bargaining Unit in Juneau, Anchorage, or Fairbanks shall be notified by the Employer that they have ten (10) working days to contact and report to their local ASEA/AFSCME Local 52 office, as specified on the Member Enrollment form provided by the Union, to be advised of their membership or agency fee obligations under this Article. Such reporting will not be release time. Bargaining Unit Members employed in all other geographic areas of the state will be advised that they have ten (10) working days to contact ASEA/AFSCME Local 52, as specified on the Member Enrollment Form provided by the Union, to be advised of these same financial obligations.

The State shall only provide Dues Authorizations forms to new GGU seasonal employees who are deployed to the field as part of their regular and customary duties.

**3.03 Agency Shop.**

- A. The Union owes the same responsibility of representation to all GGU bargaining unit members without respect to membership in the Union.
- B. From the effective date of this Agreement through the expiration date, all bargaining unit members covered by this Agreement shall, as a condition of continued employment, either become a member of the Union or become an agency fee payer. The Union dues/agency fee will be an amount set by the Union. Payment of Union dues or agency fees shall commence no later than thirty (30) calendar days after the date of hire.
- C. Upon written request by the Union Business Manager to the Director of the Division of Personnel and Labor Relations, a bargaining unit member who has been employed for more than thirty (30) calendar days and who is not complying with the agency shop provisions of this Agreement shall be dismissed by the Employer.

**3.04 Payroll Deductions.**

- A. Upon receipt by the Employer of an Authorization for Payroll Deduction of Union Dues/Fees dated and executed by the bargaining unit member which includes the bargaining unit member's employee ID number, the Employer shall each pay period deduct from the bargaining unit member's wages the amount of the Union membership dues or agency fee owed for that pay period. The Employer will forward the monies so deducted to the Union together with a list of bargaining unit members from whose wages such monies were deducted no later than the tenth (10<sup>th</sup>) day of the following calendar month. The Employer shall deduct from a bargaining unit member's wages only that amount of money that the Union has certified in writing is the amount of semi-monthly dues or agency fees.

If, for any payroll period in which the Employer is obligated to make deductions pursuant to this section, the wages owed a bargaining unit member after mandatory deductions are less than the authorized dues or fees to be deducted pursuant to this Article, the

Employer shall make no deduction from wages owed the bargaining unit member for that payroll period. Payment of dues or agency fees for that pay period shall be made by the bargaining unit member directly to the Union.

- B.
  - 1. The Union Business Manager shall notify the Director of the Division of Personnel and Labor Relations in writing of any increase or decrease in authorized dues or agency fees at least thirty (30) calendar days prior to the effective date of a flat dollar rate change.
  - 2. The Union Business Manager shall notify the Director of the Division of Personnel in writing of any increase or decrease in authorized dues or agency fees at least sixty (60) calendar days prior to the effective date of a percentage or other alternative rate change.
- C. Bargaining unit members may authorize payroll deductions in writing on the form provided by the Union. Such payroll deductions will be transmitted to the Union by the state. The amount of voluntary contribution shall be stated on the authorization form, together with the bargaining unit member's employee identification number.

**3.05 Information Supplied to the Union.**

- A. The Employer shall provide the Union with a current list of bargaining unit members once per pay period at no cost to the Union. This list shall include the bargaining unit member's name, employee identification number, position control number (PCN), organizational routing code, department, location, strike class and termination date or last date in pay status, if applicable. The list will also itemize and show any regular deductions made and forwarded to the Union. Past practice will continue regarding the furnishing of bargaining unit member information each pay period.
- B. Once each pay period the Employer shall furnish to the Union without cost a report showing all personnel transactions adding to or deleting bargaining unit members from the bargaining unit.
- C. The Union specifically agrees that all information provided shall be used only for purposes related to the execution of the Agreement, that the Union shall be responsible for the protection and security of information provided, and that the Union shall assume liability which may result from any improper disclosure or use by the Union of information provided.

**3.06 Indemnification of the Employer.**

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

STUNE TO  
Union Nov 7, 12  
11:36

**ARTICLE 4 - Management Rights**

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

TA  
1/30/13  
NS  
12:13 pm  
DA

1. Recruit, examine, select, promote, transfer and train personnel of its choosing, and determine the times and methods of such actions;
2. Develop and modify class specifications, assign the salary range for each classification, and allocate positions to those classifications;
3. Assign and direct the work; determine the methods, materials and tools to accomplish the work; designate duty stations and assign personnel to those duty stations;
4. Reduce the work force due to lack of work, funding or other cause consistent with efficient management;
5. Alter its operations or service;
6. Discipline, suspend, demote or dismiss employees for just cause; and
7. Establish reasonable work rules; assign the hours of work and assign personnel to shifts of its designation.

State  
3/14/13  
1:37 pm.

## ARTICLE 5 - No Strike or Lockout

### 5.01 No Strike or Lockout.

- A. The Union agrees that during the life of this Agreement, neither the Union nor its agents or bargaining unit members will authorize, instigate, aid or engage in any work stoppage, slowdown, sick-out, refusal to work, picketing or strike against the Employer.
- B. The Employer agrees that during the life of this Agreement there will be no lockout.

### 5.02 Picket Lines and Noninterference.

- A. In the event that a picket line is established and sanctioned by the Union in accordance with 8 AAC 97 and is officially announced by its administrative head, it shall not be a violation of this Agreement nor a cause for discipline if a bargaining unit member refuses to enter upon ~~any~~ property involved in such a primary labor dispute or refuses to go through or work behind such primary lines, ~~including primary picket lines at the Employer's place of operation where the majority of the striking employees are employed and in no case until the strike has reached seventy-two (72) hours in duration.~~ The provisions of this paragraph do not apply to those GGU members who are Class One employees, or Class Two employees in the event of an injunction, as described in AS 23.40.200.
- B. 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 as well as bargaining unit members prohibited by law or contract from engaging in a work stoppage, shall be permitted to perform their duties without restraint, coercion or interference by the Union or its members.

TA NS  
3/14/13  
3:04 pm  
Ⓟ

### 5.03\_2 Violations.

- A. Violations of this Article by the Employer or Union are not subject to the grievance-arbitration procedure contained in this Agreement and either party may pursue such legal remedies as provided by law.
- B. Disciplinary action taken against a bargaining unit member for a violation of this Article is subject to the complaint or grievance-arbitration procedure, as applicable.

2/12/13  
1/30/13  
12:15 p

2/12/13  
TA 3.08  
NS

**ARTICLE 6 - Nondiscrimination and Affirmative Action** [Internal Package tied to Article 22]

**6.01 Nondiscrimination.**

- A. The parties agree not to discriminate in employment and membership and will use all due diligence to ensure that bargaining unit members are selected, appointed and promoted from among the most qualified, not on the basis of race, color, religion, national origin, age, sex, physical or mental disability, marital status, change in marital status, pregnancy, parenthood, political affiliation or belief, or Union affiliation, or otherwise as specified in law.
  
- B. The Union acknowledges its members have the right to use the Employer's internal discrimination complaint procedure. Disputes arising under this provision, for which there is a legal remedy may be processed through the grievance procedures, but are not arbitrable. ~~but that the procedure and its use does not supersede any provisions of this Agreement.~~

**6.02 Affirmative Action.**

- A. The Employer shall provide the Union with copies of affirmative action plans and programs upon request.
  
- B. The parties recognize that the subject of affirmative action and progress toward affirmative action goals is an appropriate subject for labor-management committee meetings.

6.03 Dignity Clause

The State is committed to providing a workplace where all employees, regardless of their classification or pay status, are treated by co-workers, supervisors and managers in a manner that maintains generally accepted standards of human dignity and courtesy. Employees alleging they have not been treated accordingly may process a complaint up to the department head or designee.

11/7/12  
1:53 pm  
to union

ARTICLE 7 - Labor – Management Committees

7.1 Purpose and Procedures

- A. To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, joint labor-management committees will be established to discuss matters of mutual interest. Committee size will be determined by mutually agreed-upon arrangements at the appropriate level. The composition of each Union delegation to labor-management committees will be at the discretion of ASEA.
- B. Such committees will meet when necessary. Written agenda will be prepared in advance of any meetings and may be reviewed by the Division of Labor Relations and ASEA, when necessary.
- C. Agreements to establish a labor-management committee will include provisions governing the form and recipient of committee recommendations, as well as the manner and time frame for the recipient's response to committee recommendations.
- D. Approved time spent in meetings (including actual and necessary travel time) will neither be charged to leave credits nor considered as overtime worked. Management will make every effort to reschedule shift assignments or days off so that meetings fall during working hours of Union representatives. Labor-management committee meetings will be conducted in good faith. These committees will have no power to contravene any provisions of this Agreement, nor to enter into any agreements binding the parties, or resolve issues or disputes surrounding the implementation or interpretation of the Agreement. Matters requiring a Letter of Agreement will not be implemented until a signed Letter of Agreement has been approved by the Division of Labor Relations and the ASEA Business Manager.
- E. No discussion or review of any matter by the committee will forfeit or affect the time frames of the grievance-arbitration procedure. Issues that should be resolved through the grievance-arbitration procedure will be referred to and handled pursuant to that procedure.
- F. Staff representatives of the Division of Labor Relations and ASEA will render assistance to local joint committees in procedural and substantive issues as necessary to fulfill the objectives of this Article and may participate in such meetings.
- G. At the conclusion of each calendar year the parties may discuss the concept of labor-management committees and whether it should be modified, expanded or continued.
- H. If the Employer offers labor-management committee training to the members of the committees established under A of this section, it shall be offered to all members of the committees.

JA BUMP  
Nov. 8. 2012  
9:45  
JA

Union to  
State Oct 22 '12

3.45

ARTICLE 8 - Emergency Personnel

- A. It is understood that from time to time the Employer has a need to place emergency personnel on the payroll. Emergency personnel are those in pay status for no more than thirty (30) calendar days in any emergency situation. It is agreed that emergency personnel are not members of the bargaining unit and are therefore not covered under the terms of this Agreement. Further, it is agreed that the current 2 AAC 07.190 on Emergency Appointments shall continue in full force and effect.
- B. This Article shall not apply for emergency appointments to positions normally held by a bargaining unit member and the Employer agrees that emergency hires will not be made to circumvent the recruitment and selection process, to delay the return of seasonal bargaining unit members, or otherwise to displace a bargaining unit member.
- C. Emergency personnel as defined in this Article shall appear on the monthly personnel listings of all General Government bargaining unit members as provided for in this Agreement. Such listing shall designate by code which individuals are emergency personnel for the period of the listing.

TA BUMP J  
1:57

Nov. 7, 2012

DATE  
2/13/13  
10:06.

TA NS  
2/13/13  
[Signature]

## ARTICLE 9 - Nonpermanent Appointments

It is recognized that the need exists to hire nonpermanent personnel in positions similar in duties and requirements to permanent positions in the bargaining unit; therefore, the following provisions shall apply to nonpermanent appointments in the bargaining unit:

### 9.01 Wages.

An individual hired as a nonpermanent covered by this Agreement must perform the work of the assigned class and may not be paid less than the entry salary step of the range assigned to the class in which the nonpermanent is to work.

### 9.02 Short-Term Nonpermanent Appointments.

- A. Positions, which are established for periods of ninety (90) calendar days or less in any twelve (12) month period, may be filled through the use of short-term nonpermanent appointments. The Director of the Division of Personnel may authorize such appointments to be made without recruitment or examination. The Employer and Union agree that all determinations concerning the terms and conditions of short-term nonpermanent employment shall be made independently by the Employer, except as specifically provided in this or other Articles.
- B. Short-term nonpermanent appointments may be extended by the Director of the Division of Personnel. If a short-term nonpermanent position is extended, it remains a short-term nonpermanent position. In the event that a short-term nonpermanent continues to work beyond one hundred twenty (120) days, the appointment shall, as of the one hundred and twenty-first (121st) day, be treated as a long-term nonpermanent appointment for specific benefit purposes only and these benefits (health and life insurance, annual and sick leave, and holidays) shall be awarded retroactive to the date of appointment. The individual has the option to either designate retroactive application of the health and life insurance benefit or make it effective on the first day of the month following the 121<sup>st</sup> day of employment.
- C. If a short-term nonpermanent position expires, another short-term nonpermanent position may not be established to perform the same set of duties for a period of at least sixty (60) days.

### 9.03 Long-Term Nonpermanent Appointments.

- A. Nonpermanent positions which on the date established are for periods of more than one hundred twenty (120) days and less than twelve (12) months duration may be filled through the use of long-term nonpermanent appointments. Any individual hired pursuant to this provision shall meet the minimum qualifications as required of individuals seeking permanent employment in the class into which they are to be hired. The Employer agrees that all nonpermanent appointments will be consistent with AS 39.25.195 - 39.25.200.
- B. In the event that a long-term nonpermanent bargaining unit member is worked for longer than twelve (12) months, except as provided in Section 9.05, the Employer will review the reasonableness of establishing a permanent position, except where the position has a specific termination. If a permanent position is established under this subsection, the Employer may recruit for the position and the long-term nonpermanent bargaining unit member shall be eligible to compete for the position. Twice a year, the Union may request, in writing, to the Director of the Division of Personnel and Labor Relations, that the Employer will provide the Union a list of all long-term nonpermanent bargaining unit members. The Employer shall provide such list within thirty (30) days of the receipt of the Union's written request.

- C. All long-term nonpermanents will be entitled to personal leave, health and life insurance and holiday benefits. These benefits shall be prorated for less than full-time work on the same basis as for employees in the bargaining unit. Long-term nonpermanents shall have access to the complaint procedure established in Article 15 as the sole means for resolving disputes or controversies with respect to nonpermanent employment.

**9.04 Probationary Credit.**

Time spent in nonpermanent status shall be credited toward probationary status as follows: If the nonpermanent is appointed to probationary status in the same classification performing similar duties with no break in employment, the nonpermanent shall be credited with one (1) month toward the probationary period for every consecutive month of nonpermanent employment to a maximum of one-half (1/2) the required probationary period in the job class.

**9.05 Workplace Investment Act and Similar Nonpermanents.**

- A. It shall not be a violation of this Agreement to employ Workplace Investment Act or similar nonpermanents and such nonpermanents shall be members of the bargaining unit. The Employer agrees to abide by the federal regulations governing such employment programs.
- B. Any dispute between the parties under this paragraph concerning compliance with federal regulations shall not be subject to the complaint or grievance procedures of this Agreement but may be referred by either party, after discussion, to the federal agency responsible for the program for resolution. Neither party waives its right to seek resolution of the matter in court when appropriate after exhaustion of the administrative remedies as authorized in this paragraph.

**9.06 On-Call Nonpermanent Substitutes.**

The parties recognize that the need exists to establish nonpermanent positions the duties and requirements of which are similar to permanent positions in the bargaining unit. Specifically, there exists a need for such positions whose incumbent(s) are on-call to temporarily substitute for other members of the bargaining unit; therefore, the parties agree to the following terms and conditions of employment for such personnel:

- A. Definition: An on-call nonpermanent substitute position shall be defined as a nonpermanent position whose incumbent(s) are sporadically scheduled or called to work.
- B. All determinations concerning the terms and conditions of on-call nonpermanent substitute employment shall be made independently by the Employer, except as specifically provided in this Agreement.
- C. Terms and Conditions:
  - 1. On-call nonpermanent substitute personnel shall be exempt from the provisions of Sections 9.02 and 9.03, except as specifically provided herein.
  - 2. On-call nonpermanent substitute personnel who are called to work may refuse the work for personal or other reasons and will not be subject to discipline for such refusal, provided that once an assignment is accepted, an on-call substitute must complete that assignment or be subject to discipline unless prior approval has been obtained. Approval for absence due to illness shall be granted in the same manner as leave is granted for medical purposes pursuant to Articles 25 or 26.
  - 3. An individual hired as an on-call nonpermanent substitute covered by this Agreement must perform the work of the assigned class and shall be paid at the entry salary step of the range assigned to the class in which the on-call nonpermanent substitute is to work, unless another step is granted in accordance with Article 21.06.A.

4. After working for a number of hours equal to the full-time, probationary period, in hours, of the assigned class, the incumbent of an on-call nonpermanent position shall be paid one step above the salary step at which placed pursuant to Section 9.06.C.3. Actual step placement shall remain unchanged. Hours shall be cumulative from the date of appointment to the position. If the on-call substitute is appointed or converted to a nonpermanent position in accordance with Section 9.06.D.1, or if the on-call substitute accepts an appointment into a permanent position, he or she shall retain the earned step increase.

5. An agency may offer a short- or long-term nonpermanent appointment to an on-call substitute working in the same job class without recruitment or examination. At the conclusion of such an appointment, that individual shall revert to on-call nonpermanent substitute status.

D. Conversion:

1. On-call nonpermanent substitute personnel who remain in pay status for at least thirty (30) hours per week for seventeen (17) consecutive workweeks shall be subject to the provisions of Section 9.03 prospectively following the seventeenth (17<sup>th</sup>) consecutive week. Approved absences shall not be considered a break in service for purposes of this subsection, but shall extend the service required by an equal number of days.

2. On-call nonpermanent substitute personnel who are appointed to nonpermanent positions pursuant to Sections 9.02 or 9.03, or to permanent/probationary positions shall be placed at Step A of the appropriate range, except if another step is granted in accordance with Article 21.06.A.

E. On-call nonpermanent personnel shall not be eligible for group health insurance.

F. On-call nonpermanent personnel shall not be eligible for holiday pay, but shall receive time and one-half for all hours worked on a holiday at the appropriate shift rate of pay.

G. On-call nonpermanent personnel shall not accrue annual or sick leave, but may be granted approved absences from duty without pay.

H. On-call nonpermanent substitute Certified Nurses Aides at the Alaska Pioneer Homes shall receive an additional \$1.50 above the salary schedule for each compensable hour worked

**9.07 Alaska Temporary Assistance Program (ATAP)**

A. ATAP workers working with General Government Bargaining Unit (GGU) members are not represented under the terms of this Collective Bargaining Agreement.

B. These workers shall not be considered GGU members, and they shall perform work as defined by newly created entry level temporary class specifications developed by the Division of Personnel, and agreed to by ASEA/AFSCME Local 52. This ATAP work will be substantially different than work currently performed by GGU workers.

C. The Employer agrees that no current GGU position shall be eliminated as a result of the employment of ATAP temporary training workers, and if a GGU member is on layoff status they will not be replaced by an ATAP worker.

D. GGU bargaining unit members may provide mentoring assistance to these temporary training workers. This mentoring shall not be a consideration for the purposes of 8 AAC 97.990(a)(5).

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ARTICLE 10 - Recruitment and Selection

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 to the end that public employees be selected, appointed, and promoted from among the most qualified, not on the bases proscribed in Article 6.01.A (Nondiscrimination). Except as specifically provided in this Agreement, all recruitment and selection for positions in the General Government Unit shall be made consistent with the Personnel Rules.

No provision of this Agreement shall be construed to interfere with the rights of injured workers pursuant to AS 39.25.158 and AS 23.40.075.

10.01 Recruitment.

- A. The Director of the Division of Personnel or any person to whom the Director has delegated this authority shall maintain a list of all laid off employees in accordance with the Standard Operating Procedures, Department of Administration, Division of Personnel and this Agreement.
- B. All eligible applicants must meet all prerequisites and pass all tests of fitness required by the Employer. The Employer is under no obligation to consider any applicant, unless the applicant has preferential rights under other provisions of this bargaining agreement, by statute, or by law.

Eligible Rehire or Transfer candidates may be appointed without recruitment or application. Such appointment will be in accord with Articles 11.06, 11.07 and 21.06.B and D of this Agreement.

The Director of the Division of Personnel or designee may establish and maintain the following applicant pools, and they are defined as:

1. Department Recruitment: Recruitment is limited to permanent state employees who are employed in the classified service of the appointing department and who have correctly applied for the vacancy.
  2. State Employee's Only Recruitment: Recruitment is limited to permanent state employees in the classified service who have correctly applied for the vacancy.
  3. Open-Competitive Recruitment: Recruitment is open to all individuals within the identified geographic region who have correctly applied for the vacancy.
- C. Employees in the bargaining unit who have permanent status, veterans or National Guard preferential status, or who qualify as an underutilized candidate shall appear in applicant pools with their status clearly marked.
  - D. Transfers and Rehires: Employees who desire transfer or rehire shall have their status clearly marked.
  - E. The group of applicants generated through Workplace Alaska or other recruitment devices shall be known as the Applicant Pool. Applicant Pools used to fill vacancies in the Bargaining Unit, including final rankings, if any, shall be open for inspection by a Union Representative. Confidential information regarding non-bargaining unit members will be respected and is not open for inspection.
  - F. Should the appointing authority use an Applicant Pool, an opportunity to interview shall be given to a minimum of the three (3) most qualified bargaining unit members who meet or exceed the minimum qualifications and are eligible for consideration. If the interview results in a ranking of eligible applicants the bargaining unit member(s) will also be ranked.

- G. Pursuant to the parties' mutual recognition of the principles of Equal Employment Opportunity and Affirmative Action, in accordance with 2 AAC 07.175, the parties agree that if Personnel Memorandum 00-3 is either rescinded or superseded they will consider an LOA addressing the issues incorporated in the new Memorandum.
- H: The parties agree that the appointing authority may use the Department of Labor and Workforce Development's Job Service to fill vacancies in job classes allocated at range 9 or below.
- I. The Employer agrees to make available a list of all Workplace Alaska vacancies to the Department of Labor and Workforce Development's Job Service Section.

#### **10.02 Appointments.**

In filling a vacant position in the bargaining unit, an appointing authority shall use the following procedures:

- A. If the position to be filled is a permanent one, the Director or the person to whom authority has been delegated may only appoint the one (1) name highest on the organizational unit layoff list to the vacancy. If no organizational unit layoff list exists or if such eligibles decline appointment or are not available and the reason for filling a position is not reclassification subject to Article 12.01.D, the appointing authority may only appoint the one (1) name highest on the agency layoff list to the position. If no agency layoff unit list exists or if such eligibles decline appointment or are not available, the appointing authority may only appoint the one (1) name highest on the layoff list from other agencies.
- B. If no organizational unit layoff list exists, or if such eligibles decline appointment and the reason for filling the position is because it has been reallocated to another job class, the incumbent of the position shall be appointed to the position as of the effective date of the reallocation action.
- C. If no layoff list exists, recruitment and appointment will be made consistent with other provisions of this Agreement.

The parties agree that for the purposes of recruitment, employees on the layoff list in accordance with Section 10.01.A.1 will be considered prior to beginning recruitment, on the closing date of the application period, and prior to extending the duration of lists pursuant to Section 10.03.B.

A laid off employee's designated conditions of employment upon return from layoff in effect prior to beginning a recruitment will also be the conditions considered on the closing date of the application period. This does not apply to extensions pursuant to Section 10.03.B.

- D. It is understood between the parties that an Applicant Pool for a vacancy will include the names of other applicants who are not bargaining unit members, but that the provisions of this section shall apply to bargaining unit members only.
- E. When practical, the parties agree to encourage the use of hiring panels composed of at least three (3) individuals of the Employer's choice when interviewing candidates to fill a bargaining unit vacancy. This shall not be construed to require the use of hiring panels in any hiring decision.

#### **10.03 Duration of Applicant Pools and of Eligibility on Lists.**

- A. Layoff: Three (3) years from the date of separation from the classification in which the employee earned layoff rights.
- B. Departmental, State Employees Only and Open-Competitive Recruitment: Shall be valid for ninety (90) days from closing date of recruitment, however, the Director of the Division of Personnel may authorize extensions. No extension may be granted if there are qualified injured

workers or if there are bargaining unit members on layoff status eligible for recall to the position being filled.

**10.04 Notification of Recruitment.**

If available, and on the member's own time, a bargaining unit member may access Workplace Alaska or the Department of Labor and Workforce Development's Job Service website and apply for State of Alaska vacancies at his or her work site and shall be allowed to use his or her work site email address to receive notification of recruitment announcements.

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ARTICLE 11 - Employment Status

11.01 Appointments.

- A. Except as specifically provided in this Agreement, all appointments to positions in the bargaining unit shall be made consistent with the Personnel Rules.
- B. No provision of this Agreement shall be construed to interfere with the rights of injured workers pursuant to AS 39.25.158 and AS 23.40.075.

TA 3/14/13  
NS 3:12  
JD

11.02 Probationary Period.

The probationary period shall be regarded as a part of the examination process, which shall be utilized for closely observing the employee's work and adjustment to the position. Employees who, in the judgment of the Employer, have satisfactorily passed the probationary period shall be retained and given permanent status in the job class at the end of this applicable probationary period. Employees who, in the judgment of the Employer, have not or will not satisfactorily pass the probationary period shall not be retained in the job class.

A. Duration.

- 1. The probationary period for employees at range 13 and below shall be six (6) months with the provision that:
  - a. Employees in ranges 5 through 13 who, in the judgment of the Employer, have satisfied the requirements for completion of the probationary period, may with the written approval of their Division Director, be made permanent on the first day of the pay period following completion of three (3) months of probationary service.
  - b. The Employer may, after written mutual agreement with the Union, extend the probationary period of an employee in ranges 5 through 13 for a period not to exceed three (3) months.
- 2. The probationary period for employees at range 14 and above shall be twelve (12) months with the provision that:
  - a. Employees at ranges 14 and above who, in the judgment of the Employer, have satisfied the requirements for completion of their probation may, at the discretion of the Employer, be made permanent on the first day of the pay period following six (6) months probationary service.
  - b. The Employer may, after written mutual agreement with the Union, extend the probationary period of an employee in ranges 14 and above for a period not to exceed three (3) months.
- B. An employee who is promoted prior to the completion of a probationary period to a higher level position in the same class series shall complete the probationary period in the lower job class by mid-acceptable or better performance, as determined by the Employer, in the higher job class. The employee shall be considered as having permanent status in the lower classification at the end of the applicable probationary period following appointment to the position in that classification and shall complete the full probationary period in the higher class, provided the employee's performance at the higher level is mid-acceptable or better, as determined by the Employer.
- C. Upon promotion, upon rehire or upon appointment to a position at the same or lower salary range which is in a different class series and is not "parallel" or closely related, an employee shall serve a new probationary period and establish a new anniversary date.

- D. Employees with permanent status in a job class may accept an appointment in a different class series from that in which they hold permanent status. If such an employee is notified of failure to complete the new probationary period, he/she shall be returned to a vacant position in the class in which he/she holds permanent status and which the Employer decides to fill, with no right of appeal of the failure to complete probation or the return procedures listed below, except to enforce their terms.

Such return shall be accomplished as follows:

1. by placement in a vacant position in the employing agency;
  2. if applicable, by placement in a vacant position in the immediately prior employing agency from which the employee moved specifically in order to accept the position in which the employee has failed to complete the probationary period;
  3. if placement cannot be made in accordance with 1 or 2 above, the employee shall be placed in layoff from the class in which permanent status is held. No bumping rights shall exist in these circumstances.
- E. Employees returning from layoff to the same job class or lower job class in the same class series shall not be subject to the probationary period except to complete any incomplete probationary period.
- F. The provisions of this section shall not apply to positions or classifications subject to regulations which require specific periods of probation for employees performing the work of those positions or classifications, such as those promulgated by the Alaska Police Standards Council, in which case those regulations shall apply.
- G. Employees who are promoted in a flex position may be granted early permanent status, subject to the provisions of this section.

#### **11.03 Permanent Status.**

- A. Permanent status in State service shall be attained with satisfactory completion of the initial probationary period. Nonretention during the initial probationary period shall be subject only to the complaint procedure established in Article 15 (Complaint Resolution Process). Such a Complaint shall be filed at Step Two.
- B. There shall be a probationary period following initial appointment to any job class except as otherwise provided in the Agreement. Permanent status in the job class shall be obtained on the day following the satisfactory completion of the probationary period unless an employee has been, in accordance with other provisions of this Agreement:
1. Separated;
  2. Demoted during the probationary period;
  3. Extended in the probationary period; or
  4. Notified in writing by the appointing authority prior to the completion of the probationary period that the employee will not successfully complete the probationary period. In such cases, an employee may, at the discretion of the appointing authority, continue in the position not to exceed ten (10) working days past what would have been the end of the probationary period. Employees retained longer than the ten (10) working days past the end of the probationary period shall be considered to have attained permanent status.

Every effort shall be made to notify the employee that the probationary period will not be successfully completed at least ten (10) working days prior to its expiration. Whatever the reason, failure to give ten (10) working days notice does not mean that the employee gains permanent status thereby.

- C. An employee holding permanent status in a job class at the time of promotion will, upon promotion, retain permanent status in State service and the job class in which permanent status is held, or in the job class in which the employee attains permanent status through service at the higher level in accordance with Section 11.02, for the duration of the new probationary period.

#### **11.04 Subfills.**

- A. A subfilled position is one which is filled at a lower classification than normally utilized to fill the position and may only be authorized by the Director, Division of Personnel.
- B. Subsequent to the signing of this Agreement, any employee who is given a subfill appointment in a higher range than the employee's own shall receive full credit for the time served in the form of a report to be placed in the employee's personnel file. An employee who subfills a position in a higher range than the employee's own, as provided above, and performs the duties of the higher range shall, commencing with the second (2nd) day, be paid at the rate of the higher range. The Employer agrees that, upon request by a Union Representative, the Employer shall open a position currently being subfilled to competitive selection from among qualified applicants.
- C. Any employee who receives a subfill appointment shall be advised in writing as to the conditions of the subfill appointment.

#### **11.05 Seasonal Leave Without Pay.**

Incumbents of seasonal positions shall be placed on leave without pay at the end of the work season. Such an employee remains the incumbent of the position and is not on layoff status during the period of leave without pay. Seasonal employees may elect to carry over not more than one hundred eighty-seven and one-half (187.5) hours of annual leave for use upon their return to work. Any additional annual leave balance shall be cashed out as a lump sum. However, where the Employer determines that a seasonal employee will be on seasonal leave without pay for ~~forty-five (45)~~ thirty (30) consecutive days or less, the employee may elect to carry over their entire leave balance. The decision regarding the length of seasonal leave without pay will be made by the Employer at the time the employee is placed on seasonal leave without pay. The decision of the Employer is final. Seasonal employees may elect to carry over up to their full balance of hours of personal leave from work season to work season, however the maximum leave accrual provisions of Article 25.01 (G) and Article 26.01 (D) shall apply.—Whenever practical, seasonal employees shall be given ten (10) working days notice prior to entering seasonal leave without pay status.

Seasonal employees on seasonal leave without pay may accept offers of employment in any department.

#### **11.06 Rehire.**

An employee who separates from a job class in good standing while holding a permanent or probationary appointment may be appointed without recruitment or examination in the same class of position or in a lower class in the same series, provided such reappointment takes place within two (2) years from the employee's date of separation from the job class. Upon advance written approval of the Director of the Division of Personnel, such reappointment may be in a "parallel" or closely related class.

#### **11.07 Transfer.**

- A. An employee, except a provisional employee, may apply for and be transferred to a position in the same class, or to a "parallel" or closely related job class at the same pay range in State service. If the request for transfer is restricted to the employee's own department and is in the same job class, the employee may make such request through departmental channels and may be appointed without recruitment or application.
- B. Transfers to a "parallel" or closely related job class outside of the employee's own department may be appointed without recruitment or application only upon approval of the Director of the Division of Personnel after the Director has determined that the employee possesses the necessary qualifications and the job classes involved are "parallel" or closely related.
- C. The status, step placement and all accrued employee benefits of a transferred employee who accepts a position in the same or a closely related job class shall remain unchanged and the length of service with the State shall remain unbroken.
- D. A transfer to be effected for the "good of the service" without the voluntary consent of the employee must be approved by the Director of the Division of Personnel. For purposes of this Section any movement within an agency that entails neither a change in job class nor a change of location outside the local geographic area shall be considered a change of assignment and shall not be considered a transfer.

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

- E. The voluntary transfer of an employee within an agency or between agencies may be made at the discretion of the appointing authority(ies).
- F. For purposes of this section, an employee's request for transfer does not require the approval of the employee's supervisor.
- G. An employee may be appointed to a job class at the same range as the employee currently holds where the classes are not "parallel" or closely related by selection from an Applicant Pool. Such action shall not be considered a transfer for purposes of this section. An employee accepting such appointment shall remain at the same step in the range and all accrued employee benefits shall remain unchanged and the length of service with the State shall remain unbroken except that the employee shall serve a new probationary period and have a new anniversary date.

The parties agree that an employee with permanent status who accepts such an appointment may not be dismissed from State service without right of appeal through arbitration.

#### **11.08 Demotion.**

- A. Involuntary Demotion for Cause. An appointing authority may demote an employee holding permanent status in the job class from which demoted only for just cause. The demoted employee shall be furnished with a statement in writing setting forth reasons for the demotion.
- B. / Involuntary Demotion for Failure to Complete a Probationary Period. An employee holding permanent status in a job class but serving a new probationary period in a job class in the same or "parallel" or closely related class series may be demoted after notice of failure to complete probation without right of appeal under the terms of Article 16 of this Agreement. Every effort shall be made to notify the employee that the probationary period will not be successfully completed at least ten (10) working days prior to its

expiration. ~~Whatever the reason, failure to give ten (10) working days notice does not mean that the employee gains permanent status.~~

Employees in flexibly staffed positions who hold permanent status in a lower level (trainee) of the class series and fail probation will only have return rights to a position in a different job class provided that permanent status was earned in a different class series immediately prior to accepting the trainee level of the flexibly staffed position and will be subject to the provisions of 11.02 (D). Employees that have not earned permanent status in a different job class immediately prior to accepting the trainee level of the flexibly staffed position will not have any return rights and will be separated from State service.

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2. An employee holding permanent status in a job class but serving a new probationary period in a job class in the same or "parallel" or closely related class series that is not a flexibly staffed position or series will be returned as described in Article 11.02 D after notice of failure to complete probation

B There is no right of appeal of the failure to complete probation or the return procedures, agreed to in this Agreement and as outlined in Article 11.02 D, except to enforce their terms.

C. Voluntary Demotion.

1. An employee holding permanent status in a class may request a voluntary demotion to a lower class in the same or "parallel" or closely related class series and shall retain permanent status in the lower class. Prior to making an appointment to a position in a lower class not in the same class series the appointing authority may ask the Director of the Division of Personnel to determine if the lower class is closely related and can be considered the same class series.

2. An appointment to a lower class not in the same or closely related class series shall not be regarded as a voluntary demotion. In these circumstances, an employee will be selected from an eligible list and shall be subject to the applicable probationary period in the lower class and shall have a new merit anniversary date established.

D. Demotion Through Reclassification. An employee whose position is reclassified downward and who receives a demotion as a result thereof shall be paid in accordance with Article 21.06.F, and the employee's status shall remain unchanged.

E. Demotion in Lieu of Layoff. An employee who accepts a demotion in lieu of layoff will be subject to the provisions of Section 11.08.C. Such an employee retains primary layoff rights in the class from which he/she accepted demotion.

**11.09 Resignation.**

A. Resignation from State Service. A bargaining unit member may resign from the State by presenting the resignation in writing to the member's first (1<sup>st</sup>) level supervisor outside the bargaining unit. To resign in good standing the bargaining unit member must give the supervisor at least ten (10) working days notice. After such resignation has been presented it may be withdrawn only by written mutual agreement of the parties.

B. Resignation from a Position. A bargaining unit member may resign from a position to accept appointment to another position in the classified service by submitting written notice to the member's first (1st) level supervisor outside the bargaining unit. A member may withdraw such resignation at any time prior to its effective date unless an appointment to the position has been made.

Appendix H

## Flexibly Staffed, Coupled, and Multiple Class Positions (Job Class Identified as training)

Created 3-4-2013

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The following list identifies all job classes within Classification that have positions established as Flexibly, Coupled, or Multiple Class, in which training at the lowest level is identified.

#	Note	Flexibly Staffed Class Titles	AKPAY Codes	Comments
1.	*	Alaska Automated Fingerprint Identification System Operator Trainee I / I	P7751 / P7752	Trainee; 1 = Journey
2.	*	Adult Probation Officer I / II	P4342 / P4343	1 = Trainee; 2 = Full performance
3.	*	Airport Police & Fire Officer I / Airport Police & Fire Officer II	P7831 / P7832	1 = Trainee; 2 = Journey
4.	*	Analyst/Programmer I / II / III	P1621 / P1622 / P1623	1 = Entry, trainee; 2 = Advanced training level; 3 = Full proficiency programmer work; systems analysis work is more straightforward
5.	*	Appeals Referee I / II	P4662 / P4663	1 = Trainee; 2 = Full performance
6.	*	Budget Analyst I / II / III	P1461 / P1462 / P1463	1 = entry trainee; 2 = advanced training; 3 = Full spectrum (proficiency)
7.	*	Chemist I / II	P8331 / P8332	1 = Trainee; 2 = first working level
8.	*	Commercial Vehicle Enforcement Officer I / II	P2460 / P2461	1 = Trainee; 2 = Journey
9.	*	Community Development Specialist I / II	P2266 / P2267	1 = Training; 2 = Journey
10.	*	Contracting Officer I / II / III	P1343 / P1344 / P1345	1 = First trainee; 2 = Developmental trainee or working level; 3 = Full proficiency (advanced) professional
11.	*	Corporate Income Tax Auditor I / II / III	P1282 / P1283 / P1284	1 = Training; 2 = Developmental; 3 = Journey
12.	*	Disability Adjudicator Associate I / II	P4242 / P4243	1 = Trainee; 2 = Full spectrum
13.	*	Drafting Technician I / II / III	P8423 / P8424 / P8425	1 = Trainee; 2 = Developmental; 3 = Full performance
14.	*	Employment Counselor I / II	P4616 / P4617	1 = Training; 2 = Journey
15.		Engineering Assistant I / II / III	P8910 / P8911 / P8912	1 = Trainee/Entry; 2 = Basic working level or intermediate training level; 3 = Advanced developmental level in the final trainee phase of the Engineer-In-Training program or journey level, performing the full range of duties in a given engineering discipline or function
16.	*	Engineering Assistant I / II / Associate I, DEC	P8654 / P8655 / P8656	1 = Trainee; 2 = Advanced trainee; Associate I = Full proficiency
17.	*	Environmental Impact Analyst I / II	P8541 / P8542	1 = Trainee; 2 = Journey

## Flexibly Staffed, Coupled, and Multiple Class Positions (Job Class Identified as training)

Created 3-4-2013

#	Note	Flexibly Staffed Class Titles	AKPAY Codes	Comments
18.		Fine Arts Administrator I / II	P3660 / P3661	1 = Training; 2 = Full working
19.	*	Forensic Scientist (Chemistry) I / II	K0028 / K0029	1 = Training; 2 = First Working level
20.	*	Forensic Scientist (DNA) I / II	K0037 / K0038	1 = Training; 2 = Full Proficiency
21.	*	Forensic Scientist (Physical) I / II	K0032 / K0033	1 = Training; 2 = Full Proficiency
22.	*	Human Rights Field Representative I / II	P4204 / P4206	1 = Trainee; 2 = Advanced Trainee/Developmental
23.	*	Insurance Licensing Examiner I / II	P2344 / P2345	1 = Training; 2 = Full proficiency
24.	*	Insurance Specialist I / II	P2358 / P2359	1 = Trainee; 2 = Journey
25.	*	Internal Auditor I / II / III	P1290 / P1291 / P1292	1 = Trainee; 2 = Developmental; 3 = Journey
26.	*	Juvenile Justice Officer I / II	P7611 / P7612	1 = Trainee; 2 = Fully proficient
27.	*	Juvenile Probation Officer I / II	P4356 / P4357	1 = Trainee; 2 = Fully proficient
28.	*	Loan Closer/Processor I / II	P2116 / P2117	1 = Training; 2 = Full journey
29.	*	Local Government Specialist I / II / III	P1871 / P1872 / P1873	1 = Training; 2 = Intermediate training; 3 = Full proficiency NOTE: The intent of the LGS I level is to be training, not entry.
30.	*	Mail Services Trainee / Courier	P1131 / P1132	Trainee; Courier = Full working
31.	*	Microfilm/Imaging Operator Trainee / I	P9810 / P9811	Trainee; 1 = Journey
32.	*	Offset Duplicating Machine Operator Trainee	P1168 / P1169	Trainee; 1 = First Working level
33.	*	Oil and Gas Revenue Auditor I / II / III	P1273 / P1274 / P1275	1 = First training; 2 = Second training/developmental; 3 = journey
34.		Protective Services Specialist I / II	K0111 / K0112	1 = Trainee; 2 = Full Proficiency
35.	*	Psychiatric Nursing Assistant I / II / III	P5170 / P5171 / P5172	1 = Entry level training class; 2 = Second level training class; 3 = Journey
36.	*	Recorder I / II	P7520 / P7521	1 = Training; 2 = Full proficiency
37.	*	Right-Of-Way Agent I / II	P2711 / P2712	1 = Trainee; 2 = Journey
38.	*	Social Services Associate I / II	P4105 / P4106	1 = Trainee; 2 = Journey
39.	**	<b>State Trooper Recruit / State Trooper</b>	<b>P7710 / P7703</b>	<b>Recruit = Training Trooper = Full proficiency</b>  <b>NOTE: Under agreement; this class does not require a training plan in OPD. Incumbents are promoted by Academy and APSC certification.</b>
40.	*	Survey Instrument Technician Trainee / Survey Instrument Technician I	P9461 / P9462	Trainee; 1 = Journey

## Flexibly Staffed, Coupled, and Multiple Class Positions (Job Class Identified as training)

Created 3-4-2013

#	Note	Flexibly Staffed Class Titles	AKPAY Codes	Comments
41.	*	Tax Auditor I / II / III	P1258 / P1259 / P1260	1 = First training; 2 = Developmental; 3 = Journey
42.	*	Tax Technician I / II / III	P1254 / P1257 / P1255	1 = Trainee; 2 = Second level trainee; 3 = Full working
43.	*	Vessel Construction Assistant I / II	P8680 / P8681	1 = Training; 2 = Journey
44.	*	Victim/Witness Paralegal I / II	P7108 / P7109	1 = Trainee; 2 = Journey
45.	*	Weights And Measures Inspector Trainee / I	P2480 / P2481	1 = Normal working
46.	*	Wildland Fire Dispatcher I / II	K0008 / K0009	1 = Training; 2 = Journey

\* The job class was created to be flexibly staffed.

\*\* The job class does not require a training plan per agreement; certification process has been established as sufficiently equivalent to meet AAM 130.270 training plan requirements.

**Flexibly Staffed, Coupled, and Multiple Class Positions  
(Job Class Identified as training)**

Created 3-4-2013

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**Coupled Classes**

Coupled job classes are used to fill positions where the journey level work of all positions in the class requires strict certification and training. Employees are hired at the trainee level and must complete specialized training before advancing to the journey level. Because of the specialized training requirements, positions may be filled at the higher level job class only by transfer, rehire, or layoff recall. Coupled classes are always allocated at the higher level.

#	Coupled Classes	AKPAY Codes	Comments
<del>1.</del>	<del>Airport Police and Fire Officer I / II</del>	<del>P7831 / P7832</del>	
<del>2.</del>	<del>Correctional Officer I / II</del>	<del>P7646 / P7653</del>	
3.	Employment Security Specialist IA / IB	P4648 / P4649	
4.	Unemployment Insurance Specialist IA / IB	P4610 / P4611	

not represented by GGU.

Union 10/25/12

10:58 am

## ARTICLE 12 - Layoff

### 12.01 General Provisions.

- A. The Employer may lay off an employee who holds a substitute appointment when the incumbent returns to the position, or by reason of abolition of the position, shortage of work or funds or other reasons outside of the employee's control which do not reflect discredit on the services of the employee. The name of such an employee shall remain on the layoff list for a period of three (3) years, except as otherwise provided in this Article.
- B. No permanent or probationary employee in the bargaining unit shall be laid off while there are emergency, nonpermanent or provisional personnel serving in the same agency and location in the same job class or other job classes performing work to which the permanent or probationary employee could reasonably be assigned consistent with the needs of the agency.
- C. Change in Status in Lieu of Layoff. An employee who is the incumbent of a position for which the status is changed (e.g., from full-time to part-time or seasonal) may elect to remain the incumbent of that position in lieu of layoff. Subject to the following provisions, the employee will retain layoff rights to the original position:
1. Upon a change in the status of an occupied position, the Employer will give at least ten (10) working days written notice of the effective date of layoff, including the position to which the employee has an election to demote and displace. Within ten (10) working days following a receipt of the layoff notice, the employee will advise the Employer of the decision either to exercise layoff rights or to accept a change in position status.
  2. If an employee elects to accept a change in position status, the employee shall be placed on the layoff list for the division, location, classification and position status originally held. The employee is eligible for appointment and recall rights associated with that layoff list and is subject to all conditions accompanying those rights. The employee may submit a statement restricting the conditions under which the employee will be available for recall. These conditions are limited to department and location and status of employment with one exception: in instances in which a classification has formal, distinct options under one (1) job class title and is so certified, the employee may restrict recall rights to specific options (other than from which laid off) provided the employee meets the minimum qualifications for those options. No other layoff rights will apply to employees in this situation.
- D. Reclassification. The parties agree that in instances in which a position is reclassified to another job class based on duties that have been, are, and will be performed by the current employee, the provisions of this Article regarding "Rights of Laid-Off Employees" shall not apply and the incumbent shall retain the reclassified position, provided only that there is no one on the organizational unit layoff list for the job class to which the subject position is to be classified. In the latter case, the provisions of this Article shall apply.
- E. For purposes of this Article, all positions in a class series covered by a flexible staffing agreement approved by the Division of Personnel and Labor Relations shall be treated as a single class for purposes of layoff and recall. In the event of a vacancy in any job classification covered by a flexible staffing agreement, any position so filled will be classified at the level of the employee recalled, effective on the date of recall. Reclassification of a filled position covered by an approved flexible staffing agreement shall not be considered a vacancy.

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## 12.02 Organizational Units.

- A. Structure.
1. The basic subdivision of agencies into organizational units for layoff purposes for positions in this bargaining unit shall be the following:
    - a. Division
    - b. Location
    - c. Job Classification Series
    - d. Position Status
  2. Organizational units shall not be structured for the purpose of constructively discharging specific employees.
  3. Changes to these units may be approved by the Director of the Division of Personnel and Labor Relations for compelling business reasons and in accordance with 2 AAC 07.800.
  4. Copies of requests for organizational units shall be provided to the Union upon receipt by the Division of Personnel and Labor Relations. Copies of organizational units subsequently approved will be provided to the Union simultaneously with notice to an agency.
- B. The Union may request the Commissioner of the Department of Administration to review the decision of the Director of the Division of Personnel and Labor Relations regarding changes to organizational units. Such requests shall be in writing and must be delivered to the Commissioner of the Department of Administration within ten (10) working days of receipt of a copy of an approved change. The Commissioner of the Department of Administration shall review the action of the Director of the Division of Personnel and Labor Relations and shall advise the Union of the results of that review in writing within ten (10) working days of receipt of the request. This shall be the sole means of reviewing organizational units for layoff except that the Union is not precluded from filing grievances alleging that organizational units have been structured for purposes of constructively discharging specific employees.
- C. The parties recognize that all affected employees must be informed of existing layoff units and changes to layoff units. Copies of approved organizational units must either be posted or copies distributed to notify affected employees of the recognition of layoff units. Upon request, each employee shall promptly be given a copy of the employee's approved organizational unit.
- D. An organizational unit must be approved at least thirty (30) calendar days before a notice of layoff is sent to any employee in the affected unit.

## 12.03 Order of Layoff.

- A. In instances where computation of layoff seniority and the establishment of a layoff order are required, the Director of the Division of Personnel and Labor Relations shall certify a list to the appointing authority with a copy to the Union Headquarters.
- B. Layoff seniority shall be computed based upon the employee's length of probationary/permanent time in the classified service.
- C.
1. Once the Employer identifies the position it intends to vacate, the following procedure applies:

- a. The employee with the least layoff seniority in the organizational unit may elect to displace the employee with the least layoff seniority in the next lower job class of the organizational unit provided that the employee in the higher job class has more layoff seniority.
- b. If no employee in the next lower job class of the organizational unit has less layoff seniority than the employee being laid off, each lower job class shall be reviewed until the series is exhausted.
- c. If an employee is displaced, the bumping procedures of section 12.03.C.1 shall apply.

If, after following this procedure, no employee was eligible to be displaced and there were fewer than five (5) employees in the next lower job class of the organizational unit, then section 12.03.C.2 shall apply.

2. The "location" will be expanded, normally concentrically, until five (5) employees in the next lower job class are included, providing that all employees within the job class at any location from which one (1) employee is required shall also be included in the expanded organizational unit. If no employee in the next lower job class of the expanded organizational unit has less layoff seniority than the employee being laid off, each lower job class shall be reviewed until the series is exhausted. If any employee in a lower job class at the expanded location has less layoff seniority and is displaced, the provisions of Section 12.03.C.1 shall apply.

Geographic expansion to obtain five (5) employees in the next lower job class shall not be considered a new or revised organizational unit within the meaning of this Agreement and shall not require approval, posting or notice for the thirty (30) calendar days as provided for elsewhere in this Article. Geographic expansion will take into consideration similarity of duties and the needs of the State.

- D. Upon receipt of the layoff notice and the job class and location in which he or she may exercise an election, the employee to be laid off shall have ten (10) working days to exercise such election to displace an employee under the terms of Section 12.03.C. If electing to displace an employee in a lower classification in the series, he or she shall be placed at the appropriate range at his or her existing step and the merit anniversary date shall remain unchanged. Upon recall to the original job class, the employee's salary shall be adjusted upward, step for step, to the appropriate range. Each employee displaced by this procedure shall have the right to use this procedure.

- E. The order of layoff shall be:

1. Employees shall be listed in ascending order of layoff seniority. The employee with the least layoff seniority shall be laid off first (1<sup>st</sup>), the second employee second (2<sup>nd</sup>), etc.
2. Super Seniority: Those Union Stewards entitled to super seniority under the terms of this Agreement shall head the seniority list and shall be the last to be laid off in the organizational unit.
3. Ties: If two (2) or more employees have identical layoff seniority, the order of layoff shall be determined by the following:
  - a. Veterans' Preference per AS 39.25.159. A veteran shall be given

preference for the position over a nonveteran.

- b. Layoff seniority in the class series from which laid off.
- c. If a case cannot be determined by the application of a or b, it shall be at the Employer's discretion to determine which of the two (2) or more employees to lay off.

#### **12.04 Notification.**

- A. In every case of the layoff of any permanent employee, the appointing authority shall make every effort to give written notice to the employee at least thirty (30) calendar days in advance of the effective date of the layoff. The appointing authority shall give at least ten (10) working days written notice.
- B. In every case of the layoff of a probationary employee, the appointing authority shall make every effort to give written notice to the employee at least ten (10) working days in advance of the effective date of the layoff.
- C. The employing department's personnel section shall be available to provide counseling and assistance to affected employees. This includes assistance in seeking other employment and advice as to the employee's rights and benefits.

#### **12.05 Rights of Laid-Off Employees.**

No provision of this Agreement shall be construed to interfere with the rights of injured workers pursuant to AS 39.25.158 and AS 23.40.075.

- A. Certification and Recall
  - 1. A laid-off employee shall be placed on the layoff list. When a vacancy occurs, the appointing authority may only appoint the one (1) employee highest on the layoff list for that organizational unit in that job class.
  - 2. If no organizational unit layoff list exists or if such eligible employees decline appointment or are not available and the reason for filling a position is not a reclassification of a filled position pursuant to Section 12.01.D above, the appointing authority may only appoint the one (1) employee highest on the layoff list for that department in that job class.
  - 3. If no departmental layoff list exists or if such eligible employees decline appointment or are not available, the appointing authority may only appoint the one (1) employee highest on the layoff list of other agencies for the same job class.
  - 4. The order for return from layoff shall be the inverse of the order of layoff seniority. If two (2) or more laid-off employees in the same job class have identical layoff seniority, the job will be offered first:
    - a. to the employee who has been on layoff the longest; then
    - b. to the employee who meets the legal definition of veteran for purposes of veterans' preference.
    - c. In any case which cannot be determined by the application of a and b above, it shall be at management's discretion to determine which of the two (2) or more laid-off employees to recall.

5. The parties recognize the obligation to make good faith efforts to reemploy laid-off employees; it is not until all qualified laid-off employees have been offered the position one (1) at a time and are not available or otherwise decline the position that the Employer may fill the position pursuant to Article 10.
6. An employee may submit a statement restricting the conditions under which the employee will be available for recall. These conditions are limited to department, location and status of employment with one exception: in instances in which a job class has formal, distinct options under one (1) job class title and is so indicated, recall rights may be restricted to specific options (other than from which laid off) by the employee provided the employee meets the minimum qualifications for those options. The Employer will request information concerning restrictions of conditions of availability from each employee at the time of layoff. An employee who wishes to expand layoff rights from the job class to the job class series may designate up to three (3) job classes within the job class series (that will include the class from which laid off) at a level equal to or lower than the job class from which laid off.

In accordance with Article 10.02.C of this Agreement, a bargaining unit member may file a written statement at any time during the duration of eligibility modifying a prior statement as to conditions under which the bargaining unit member will be available for employment. No such change will be made without prior written notice to the Director of the Division of Personnel and Labor Relations.

7. If an employee does not file a written statement concerning restrictions of conditions of availability, the Employer will place the employee on layoff status for the department, location, classification and position status from which laid off.
8. A laid-off employee who receives a recall offer consistent with the employee's designated conditions of availability must accept that offer or lose all layoff rights.
9. For any recall from layoff, which entails a change of duty station, the employee shall be responsible for any travel or moving expenses incurred, unless otherwise authorized by the Employer.
10. Employees in layoff status may accept any nonpermanent appointment and still retain recall rights.
11. For purposes of applying for other job classes, a probationary or permanent employee in layoff status shall be treated as if still working.

B. Sick Leave and Health Benefits.

1. Return from layoff anytime within the three (3) year period restores the employee's entire sick leave balance.
2. A laid-off employee may pay the State's insurance coverage for the period of three (3) years while not employed.

**12.06 Return of a Laid-Off Employee**

An employee who has accepted a position for an interim period at a lower salary range than that from which laid off who is then returned to the salary range from which laid off, is entitled to a step placement based on creditable state service or such higher step as approved in advance by the Director of the Division of Personnel and Labor Relations.

### **12.07 Termination of Recall Rights**

An employee's rights to be recalled from layoff will terminate when any of the following occur:

1. The employee resigns from state service;
2. The employee is appointed to a job class at the same or higher salary range than the job class from which laid off. In the event the employee fails to successfully complete the probationary period in the job class to which they are appointed, the employee shall have the remainder of their layoff rights returned. In no way shall this reinstatement extend the employee's layoff rights beyond three (3) years from the date they were laid off.
3. The employee fails to accept a recall offer consistent with the employee's designated conditions of availability for recall from layoff;
4. The employee has been in layoff status for three (3) years;
5. The employee files an application for PERS retirement contributions refund; withdrawals of SBS shall not terminate Recall Rights;
6. The employee has failed to respond to a written recall notice of the Director of the Division of Personnel and Labor Relations within the time limits specified below. Time limits shall be applied from the date the inquiry is sent provided that the last day for the receipt of the response shall be on a work day:
  - a. Fourteen (14) calendar days when the employee resides outside Alaska, or
  - b. Ten (10) calendar days when the employee resides within Alaska;
7. Has failed to promptly advise the Director of the Division of Personnel and Labor Relations in writing of the current mailing address. For this purpose the return of a letter by the postal authorities, if properly addressed to the last address on record, shall be deemed sufficient grounds for removal.

### **12.08 Notice of Removal.**

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

Union  
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ARTICLE 13 - Contracting Out

13.01 Feasibility Studies.

- A. The Employer has the right at all times to analyze its operation for the purpose of identifying cost-saving opportunities, or improved services.
- B. B. Decisions to contract out shall be made only after the affected agency has conducted a written feasibility study determining the potential costs and benefits that would result from contracting out the work in question. ~~The Employer agrees to notify the Union within one (1) week of its decision to initiate a feasibility study.~~ The study shall include all costs associated with contracting out the work in question including, but not limited to, wages, benefits, administrative costs, agency overhead, program supervision, and audits. ~~The study shall similarly determine the costs of performing the work with Bargaining Unit Members. Notice to the Union shall include both the job classifications and work areas affected.~~
- C. ~~Notification to the Union of the results of the feasibility study will include all statistical and analytical information which the Employer will consider in making its decision regarding contracting out the work, including but not limited to the total cost savings the Employer anticipates.~~
- D.
  - 1. The Employer shall notify the Union of its final decision regarding contracting out. A copy of the study will be provided to the Union.
  - 2. If the Employer decides to contract out and such contracting out will result in the displacement of employees, the Employer shall provide the Union with no less than thirty (30) calendar days notice that it intends to contract out bargaining unit work. The notification by the Employer to ASEA of the results of the feasibility study will include all information upon which the Employer based its decision to contract out the work, including but not limited to the total cost savings the Employer anticipates.
  - 3. The Union may then submit an alternate plan that is to include potential costs and benefits. During this thirty (30) day calendar period the Employer shall not release any bids and ASEA shall have the opportunity to submit an alternate plan that will be given fair consideration by the Employer. During this thirty (30) calendar day period, the Union shall have the opportunity to discuss the placement of affected employees.
- E. No employees shall be laid off and their work contracted out ~~unless the feasibility study shows that contracting out would cost the Employer less~~ without meeting provision of 13-01.A above.

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13.02 Effect on Employees.

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

- C. Any employee displaced as a result of contracting-out shall be paid a training allowance equal to twelve (12) months' salary.

**13.03 Compliance.**

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

~~In those instances where a contract has been issued under the provisions of section 13.01 which directly results in the displacement of Bargaining Unit Members, ASEA/AFSCME Local 52 may request that one cost effectiveness audit be performed during the life of this Agreement. The State agrees to fund all costs associated with such audit.~~

State  
2/13/13

10:00 a.m.

**ARTICLE 14 - Notice of Discipline and Discharge**

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

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## ARTICLE 15 - Complaint Resolution Process

### 15.01 Individual Complaints.

- A. A complaint is defined as: (1) any controversy, dispute or disagreement arising between the Union or an employee(s) and the Employer that does not concern the application or interpretation of the terms of this agreement, or (2) is the appeal of the discharge, demotion or suspension of a probationary employee not holding permanent status in another classification or (3) is a controversy, dispute or disagreement with respect to long-term nonpermanent employment. Such matters are not included in the definition of grievances as set out in Article 16. The following shall be the sole means of settling complaints.
- B. A complaint must be brought to the attention of the Employer, consistent with the procedures set forth in this Article, within fifteen (15) working days of the effective date of the action or inaction or the date the employee or long-term nonpermanent is made aware of such action or inaction, whichever is later. Deadlines for submission of a complaint at succeeding steps shall be counted from the date of email or fax receipt of a response from the Employer, or the date the response is due, whichever is earlier. Date of receipt of a complaint or response shall be the work day in which received if received before close of business or the following work day if received after close of business or on a weekend or holiday recognized in Article 24.
- C. If the Employer fails to render a decision within the allotted time, the complaint may be advanced to the next step by the Union. Allotted time frames may be extended by mutual agreement.
- D. Complaints shall be processed on forms provided by the Employer and agreed to by the Employer and the Union.
- E. The complaint will state the facts from which it arises, the rules, procedures or conditions which should be considered and the remedy requested. Adjustments to complaints shall not conflict with this agreement or applicable written policies, laws or regulations. Appeals shall be in writing with a copy of the original complaint attached.
- F. Procedure.
1. Complaints will be presented on the provided forms by the employee, long-term nonpermanent, Union Steward, or Union Representative to the first (1<sup>st</sup>) level supervisor outside the bargaining unit. The complaint may be adjusted with or without the participation of the Union provided that the complainant has not been denied the opportunity of representation. The supervisor shall respond in writing to the complainant, Union Steward or Union Representative within ten (10) working days.
  2. If the response is unsatisfactory, the Union Representative may appeal to the designated Human Resource Manager/Specialist or designee of the Management Services Consultant ~~group~~ of the department or agency in which the complainant is employed within ten (10) working days after the response from Step One is due or received. The designated Human Resource Manager/Specialist ~~for the Management Services Consultant group~~ shall respond in writing to the Union Representative within fifteen (15) working days of receipt of the appeal.
  3. Failing agreement, the appeal may be presented to the Commissioner of the Department of Administration with a courtesy copy to the general Labor Relations email account within fifteen (15) working days after the response from Step Two is due or received.
  4. Upon request of the Union, a meeting and/or teleconference, between the complainant, the Union Representative and the Commissioner or his/her designee will be convened in order to attempt to resolve the complaint. The Steward may also be present at the meeting. The Commissioner shall respond in writing to the Union Representative within twenty (20) working days of receipt of the appeal or the date of the meeting, if held, whichever is later. The decision

of the Commissioner of the Department of Administration is final and shall conclude the complaint appeal.

**15.02 Group Complaints.**

Complaints that involve more than one (1) complainant may be filed at the level which encompasses all known affected employees and long-term nonpermanents and, if necessary, may be appealed upward from that level until final settlement by the Commissioner of the Department of Administration. Time limits and procedures shall be as for individual complaints set out above.

**15.03 Conversion to a Grievance.**

If, in the opinion of the Union Representative, a matter initially filed as a complaint under section 15.01.A. does involve the application or interpretation of this Agreement, the complaint may be converted to a Step Two grievance at or before Step Three of the complaint procedure. The new grievance must be filed on a grievance form with copies of the complaint and all responses attached. Nothing in this section shall limit the Employer's right to raise questions of arbitrability.

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10:00 am

ARTICLE 16 – Grievance – Arbitration

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16.01 Procedure.

- 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 Union or an employee or employees and the Employer. The parties agree that they will promptly attempt to adjust all grievances arising between them. The Union or the aggrieved employee or employees shall use the following procedure as the sole means of settling grievances, except where alternative dispute resolution and appeal procedures have otherwise been agreed to in this Collective Bargaining Agreement, in which case the applicable alternative procedure shall be the exclusive appeal process available to the employee or employees.
- B. Any grievance must be brought to the attention of the Employer, consistent with the procedures set forth in this Article, within fifteen (15) working days of the effective date of the disputed action or inaction or the date the employee is made aware of the action or inaction, whichever is later.
- C. If the Employer fails to render a decision in the allotted time frame, the grievance may be advanced to the next step of the procedure by the Union.
- D. Allotted time frames may be extended by mutual agreement. Deadlines for submission of a grievance at Step Two and above shall be counted from the date of receipt of an e-mail or fax response from the Employer, or the date the response is due, whichever is earlier. Date of receipt of a grievance or response shall be the work day in which received if received before close of business or the following work day if received after close of business or on a weekend or holiday recognized in Article 24. All mailed material relating to Steps Two, Three, and Four of a grievance shall be accomplished through a proof of receipt method.
- E. Grievances shall be processed on forms provided by the Employer. The grievance shall state the facts giving rise to the grievance, the provisions of the Agreement that have been violated, and the remedy requested.
- F. Grievances settled in writing at Step One found to be contradictory to statute or the Alaska Administrative Code may be reopened through a written notice to the Union within thirty (30) calendar days from the date of the written settlement. Grievances reopened in this manner shall proceed immediately to Step Two of the grievance procedure.
- G. Employee Option.
  - 1. It is desired that differences between employees and supervisors be resolved as quickly and satisfactorily as possible. To achieve this goal, employees are encouraged to discuss such differences with their supervisor as soon as possible after they are aware of the event leading to the difference and prior to the filing of a grievance. Supervisors are similarly encouraged to be responsive to such discussion. Adjustments may not conflict with this Agreement or applicable written laws or regulations and shall not be precedential.
  - 2. Such discussion is at the employee's option. Regardless of whether this option is exercised, the time limits for filing a grievance shall be adhered to. This means that if the supervisor has not responded or if the employee is not satisfied with the supervisor's response, the employee must file a written grievance at Step One within the time limits set forth at Step One.
- H. Union Representatives may file an initial grievance at an advanced step of the grievance procedure with the prior approval of the Labor Relations Section of the Department of Administration.

I. Grievance Steps.

1. Step One:

a. Within fifteen (15) working days of the disputed action or inaction, or the date the employee is made aware of the action or inaction, whichever is later, the aggrieved employee, Union Representative or Steward may submit a grievance in writing to the employee's first (1st) level supervisor outside of the bargaining unit.

b. The supervisor shall attempt to resolve the matter and report the decision to the employee, Union Representative and/or Steward in writing within ten (10) working days of its presentation.

2. Step Two:

Failing to settle the grievance at Step One, the appeal will be submitted by the Union Representative to the designated Human Resources Manager or designee of the Management Consultant group of the department or agency in which the grievant is employed within ten (10) working days after the response from Step One is due or received. The designated Human Resources Manager or designee for the Management Consultant group shall respond in writing to the Union Representative within fifteen (15) working days after receipt of the appeal.

3. Step Three:

Failing to settle the grievance at Step Two, the appeal will be submitted by the Union Representative in writing to the Commissioner of the Department of Administration within fifteen (15) working days after the response from Step Two is due or received. The Commissioner of the Department of Administration shall respond in writing to the Union Representative within twenty (20) working days after receipt of the appeal.

4. Step Four:

Any grievance which is not settled at Step Three may be submitted to arbitration for settlement. This demand for arbitration must be submitted to the Director of the Division of Labor Relations in writing within twenty (20) working days after the response from Step Three is due or received. The Union shall state specifically which Article(s) and section(s) the State may have violated and the manner in which the violation is alleged to have occurred. The parties will meet within twenty (20) calendar days after receipt of the demand for arbitration to strike names and make arrangements to contact the arbitrator about scheduling the hearing.

**16.02 Board of Arbitration.**

A. Within thirty (30) calendar days of the signing of this Agreement, the Employer and the Union will jointly request from the U.S. Federal Mediation and Conciliation Service (USFMCS) the names of thirty (30) qualified arbitrators. Each party may add up to three names to the list provided by the USFMCS. From the list of arbitrators the Employer and the Union shall alternately strike from the list one 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 hearings. This does not preclude the parties from compiling a mutually agreeable list without the assistance of USFMCS.

- B. For each hearing, the parties will select the arbitrator by alternately striking one (1) name at a time until only one (1) name remains on the list. The parties will alternate on striking the first (1<sup>st</sup>) name. The name of the arbitrator remaining on the list shall be accepted by the parties as the arbitrator, and arbitration shall commence on a mutually acceptable date. Alternatively, the parties may select an arbitrator by mutual agreement.
- C. Pre-Submission Meeting. No later than seven (7) working days prior to the scheduled arbitration meeting, the parties shall meet to exchange information and to attempt to agree on the phrasing of the question(s) to be submitted to the arbitrator. Each party shall inform the other of any witnesses it intends to present testimony at the hearing. It is the intention of the parties that post hearing briefs not normally be written. If either party believes it necessary to write a brief in the upcoming case, it will so inform the other party.

#### **16.03 Authority of the Arbitrator**

- A. Questions of procedural arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot reasonably be made, the arbitrator shall then proceed to hear the merits of the dispute.
- B. The parties agree that the decision or award of the arbitrator shall be final and binding. The arbitrator shall have no authority to rule contrary to, amend, add to, subtract from or eliminate any of the terms of this Agreement. The arbitrator shall have no power to modify a penalty or other management action except by finding a contractual violation.
- C. Expenses incident to the services of the arbitrator shall 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.
- D. Questions regarding discovery requests shall be decided by the arbitrator selected to hear the dispute.

#### **16.04 Removal of Documents.**

Documents implementing penalties which are later reversed shall be removed from the employee's personnel file. This does not preclude the maintenance of such records in the Labor Relations' files, provided such documents shall not be forwarded to potential employers within or outside State government.

#### **16.05 Arbitration Witnesses.**

A bargaining unit member who is required to appear as a witness for an arbitration proceeding for the Union shall be granted time off subject to the Union Business Leave Bank.

#### **16.06 Disciplinary Grievance.**

All grievances resulting from dismissal, demotion for cause, or a single suspension in excess of thirty (30) calendar days shall be entered into the procedure at Step Two. Such grievances shall be brought to the attention of the Employer within fifteen (15) working days of the action or knowledge thereof.

#### **16.07 Class Action Grievances.**

- A. A class action grievance is a situation which affects two (2) or more employees in the same manner.
- B. Class action grievances shall be submitted by the Steward or the Union Representative to the first (1<sup>st</sup>) level supervisor having jurisdiction over all grievants. Specifically, if a class comprises employees working in more than one (1) department, grievances shall be submitted at Step Three; if only one (1) department but more than one (1) division, grievances shall be submitted at Step Two; if only one (1) division but more than one (1) supervisor, grievances shall be submitted at Step Two.
- C. Class action grievances must identify grievants by name, job class and department to the extent possible.

**16.08 Grievance Mediation.**

Nothing shall preclude the parties from mutually agreeing to submit any grievance(s) not resolved at Step Three to mediation.

Within thirty (30) calendar days of the signing of this Agreement, the Employer and the Union will jointly request from the U.S. Federal Mediation and Conciliation Service (USFMCS) the names of eleven (11) qualified mediators with experience in public sector mediation. This does not preclude the parties from compiling a mutually agreeable list without the assistance of the USFMCS.

An agreement to submit a grievance to mediation shall provide that:

- A. A member of the contractual mediation panel shall be selected to serve as mediator in the same manner as the selection of an arbitrator in section 16.02. If mediation does not resolve the dispute(s), the mediator shall not be selected to hear and decide the matter at Step Four (Arbitration).
- B. Neither party shall have more than three (3) persons, including the grievant, present at the mediation. Bargaining unit members appearing at the mediation shall be granted time off subject to the Union Business Leave Bank.
- C. 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.
- D. Comments, opinions, admissions and settlement offers of the parties or of the mediator shall not be admissible or in any manner referred to in any future arbitration, hearing or other matter.
- E. 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.
- F. 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.

- G. Any mediation agreement shall provide for a specific extension of the time frames of Step Four (Arbitration) of this Article, which may be modified by mutual agreement. Except as extended under authority of this provision, all time frames shall apply.
- H. The parties may agree to such other provisions as they deem proper and necessary to facilitate resolution of the dispute.

**16.09 Expedited Arbitration.**

Nothing shall preclude the parties from mutually agreeing to submit any grievance(s) to expedited arbitration under the following procedures:

- A. The arbitrator(s) for expedited arbitration shall be chosen in the manner described in Section 16.02. The arbitrator chosen shall agree to the provisions herein or a new arbitrator shall be chosen.
- B. The parties shall submit the following to the arbitrator ten (10) working days before the hearing:
  - 1. A statement of the issue to which the parties stipulate.
  - 2. A listing of those facts to which the parties stipulate.
  - 3. All joint exhibits including a copy of the relevant collective bargaining agreement and a copy of this section.
  - 4. All arbitration decisions or other citations which either party considers relevant.
  - 5. Each party's statement of its position in the dispute. The parties shall agree to the nature of this statement in each dispute.
  - 6. The stipulation of the parties as to the length of time to be allocated to each party for presentation of its case including the direct and cross examination of witnesses. Normally the hearing shall be completed within one (1) day.
- C. The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties.
- D. There shall be no post hearing briefs.
- E. The award shall be rendered promptly by the arbitrator.
- F. The award shall be in writing and shall be signed by the arbitrator. If the arbitrator determines that an opinion is necessary, it shall be in summary form.
- G. Expenses incident to the services of the arbitrator shall 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.
- H. The parties may agree to modify or amend these provisions as they deem proper and necessary to facilitate resolution of a dispute.

Union  
3/13/13  
4:37

**ARTICLE 17 - Classification Reviews**

The procedures in this Article shall be the sole and exclusive method for settling any dispute concerning classification matters.

TA 3/14/13 NS  
3:12 pm  
JD

**17.01 Review of Individual Positions.**

An employee may obtain a review of the classification of his/her position in the following manner:

- A. The Union shall submit a request for review, including that portion of a position description (PD) completed by the employee, to the Director of the Division of Personnel and Labor Relations. The parties are encouraged to resolve the dispute at the lowest level possible and/or submit an updated PD for review through the normal procedures.
- B. The completed PD will be reviewed in conjunction with existing class specifications for proper classification. Not later than thirty (30) calendar days following receipt of the request, the Director of the Division of Personnel and Labor Relations shall submit a written analysis to the Union.
- C. If the Director of Personnel and Labor Relations fails to respond within thirty (30) calendar days, or within thirty (30) calendar days of receipt of the Director's recommendation, the Union may advance the request to the Commissioner of the Department of Administration within ten (10) working days of the due date.
- D. Upon receiving the Union's written request the Commissioner of the Department of Administration shall review the PD in conjunction with the existing class specifications for proper allocation and the Commissioner of the Department of Administration shall render a decision and notify both the Director and the Union within thirty (30) calendar days.
- E. Reallocations shall be made effective in accord with 2 AAC 07.035. The effective date of any monetary increase shall be the first (1st) day of the first (1st) regular pay period following the determination of the Director of the Division of Personnel and Labor Relations or Commissioner of the Department of Administration.

F. No more than one (1) request may be processed for a position under this Article in any twelve (12) month period unless substantial changes in duties have occurred.

G. If an individual is reclassified through the application of this Article, the employee may be granted early permanent status, subject to the provisions of Articles 11.02.A.1 and 11.02.A.2.

38

**17.02 Class or Class Series Reviews.**

A. When the Union believes that inequities exist in a class series, between series, or in the salary ranges assigned to such series, the Union may submit a written request to the Director of the Division of Personnel and Labor Relations to meet and confer. Such written requests must be submitted between February 1st and March 31st. The State shall notify the employees and the Union concurrently when it begins the review.

B. The Union shall have the opportunity to present its concerns, priorities, recommendations and justifications to the Director. The Union will be permitted access to and copies of all documents, surveys, and findings resulting from the study. The Union may request not more than three studies of significant substance under the terms of 17.02 in any twelve month period. ~~Of the three requests the Union may choose to identify one highest priority request that the Employer will agree to complete during the fiscal year.~~ No more than one request may be processed for the same class or class series during the term of this Agreement. Failure to agree is not subject to the grievance-arbitration procedures of this Agreement.

C. The Union may request reconsideration of the conclusions reached in this process by submitting such request in writing to the Commissioner of the Department of Administration, together with any additional information or argument, within ten (10) working days after receipt of the initial decision. The Commissioner's response shall be

final and nonreviewable.

**17.03 Access to Job Descriptions.**

Bargaining Unit members shall have access to their position description through the On-line Position Description OPD system. In the event a bargaining unit member does not have access to the system, they may, upon request, be given a copy of their position description and class specification.

State  
3/4/13

9:07 am

ARTICLE 18 - Performance Evaluations and Incentives

18.01 Performance Evaluations.

A.

1. Employees in probationary status shall receive written performance evaluations midway through and at the completion of the probationary period. Permanent employees not in probationary status in a job class shall receive written evaluations on their merit anniversary date. Evaluations shall be limited to a period no greater than the preceding twelve (12) months.

Permanent employees: Evaluations shall become due thirty (30) calendar days after the merit anniversary date. The Employer will make every effort to see that the evaluations are received in a timely manner.

Probationary employees: Evaluations shall become due fifteen (15) calendar days prior to the mid-probationary period and completion of probation. The Employer will make every effort to see that the evaluations are received in a timely manner.

2. The fact that an evaluation is late shall not delay the transition from probationary to permanent status.

3. It shall be the responsibility of the Employer to provide for uniformity of the application of standards by different rating officers by providing the "Rater's Guide" to raters who have the responsibility for evaluating bargaining unit members. ~~If changes to the "Rater's Guide" are proposed the State will give the Union a sixty (60) day notice and comment period before implementing the proposed changes.~~ The State will provide a copy of the Rater's Guide to the Union when revisions have been made.

4. Prior to signing and finalizing an evaluation, the rater will discuss the evaluation in draft form with the employee, in part to assist the employee in understanding the degree to which he or she is meeting the requirements of the position. Employees will not be required to concur with the performance evaluation report.

5. An employee who is dissatisfied with any written performance evaluation may, within ten (10) working days of discussing the evaluation with the rater and prior to finalization of that evaluation, make a written rebuttal to it which will be attached to the evaluation and become a part of the employee's personnel record.

B. Employees may request a written performance evaluation at reasonable intervals.

C. Nonpermanents will receive a written evaluation on completion of ninety (90) calendar days of employment or on termination, whichever comes first. The evaluation will be reviewed by the rater with the nonpermanent and become part of his or her record.

D. Performance evaluations shall be placed in the bargaining unit member's personnel file.

18.02 Performance Incentives.

TA  
NS  
3/5/13  
10:22  
JD

Performance incentives shall be based upon the appointing authority's evaluation of an employee's performance. Unless the Employer takes an affirmative action to deny a merit increase through a performance evaluation, an employee shall be granted a merit increase to be effective on their merit anniversary date.

A performance incentive of one (1) step in the salary range may be given to an employee who has received an overall performance evaluation of "mid-Acceptable" or better on the employee's merit anniversary date. The first day of the pay period following completion of the probationary period shall constitute an employee's merit anniversary date and when the employee "enters the pay range above the minimum rate of pay", the merit anniversary date shall be the first day of the pay period following completion of one (1) year of service in the position.

Steps (b), (c), (d), (e), (f) and (g) of the salary range shall be used for performance incentives where an employee has demonstrated satisfactory service of a progressively greater value to the State.

The merit anniversary date does not change when a performance incentive is not granted. If the employee's standard of performance reaches mid-acceptable levels later in the merit year, the step increase may be granted effective the first day of any pay period and no change in the merit anniversary date will result.

When an employee's level of work performance becomes less than "mid-Acceptable," an interim performance evaluation may be prepared. When such an evaluation is prepared, and the level of performance does not reach "mid-Acceptable" within the subsequent thirty (30) day period, one (1) salary step may be withdrawn on first day of the pay period following completion of the thirty (30) day period, provided the employee's salary is not the entry step of the salary range. No more than one (1) salary step may be withdrawn in a twelve (12) month period. Before a personnel action withdrawing a salary step is prepared, the employee shall be notified in writing that the performance has not improved. If the employee's level of performance subsequently reaches "mid-Acceptable," the salary step may be restored effective the first day of any pay period the month following preparation of a performance evaluation report confirming the improved level of performance. Employees on pay increments steps which were awarded under the provisions of AS 39.27.022 are not subject to the provisions of this rule.

The Employer will not establish a quota or percentage system to determine the number of performance incentive increases granted, but the parties agree to accept the standards (incorporated as Appendix A) and all subsequent written decisions issued by the neutral third (3<sup>rd</sup>) party pursuant to the performance incentive appeal process under this and prior agreements, for determining the granting or not granting of performance incentives.

### 18.03 Appeal Procedures.

In instances in which an employee has not been awarded a performance incentive, the following shall be the sole and exclusive method for resolution:

**Level One:**

The employee must appeal within fifteen (15) working days after receipt of a copy of the finalized evaluation which fails to grant a performance incentive. The appeal must be made in writing through the Union to the head of the employing department or agency, setting forth the reasons the employee disagrees with the Employer's action, and the appeal must bear a postmark or date stamp showing that it has been timely filed. The head of the employing department or agency shall respond in writing within fifteen (15) working days after receipt of the appeal.

**Level Two:**

In the event the matter is not resolved at Level One, the Union may advance the appeal to the Director of the Division of Personnel and Labor Relations. The appeal must be submitted in writing within fifteen (15) working days after the response at Level One is due or received, whichever is earlier, and must include all evidence and arguments which the Union desires to be considered by the Director. The Director shall review the appeal in conjunction with the subject performance evaluation and any rebuttal thereto, the Level One appeal and response, pertinent related performance documents and statements, the employee's job description and class specification.

The Director shall respond to the appeal in writing within fifteen (15) working days after receipt of the Level Two appeal. If the Director grants the appeal, the Union and the employing department or agency shall be so notified concurrently, together with the rationale for the Director's determination.

**Level Three:**

In the event that the Director does not grant the appeal, the Union may advance the appeal to the neutral third (3<sup>rd</sup>) party selected in accordance with the procedures below by submitting a written request to the Director of the Division of Personnel and Labor Relations within fifteen (15) working days after receipt of the denial at Level Two. The request may include additional argument in support of the Union's position, to which the Director may make a written response; neither party shall submit new evidence in conjunction with these written statements. The Director shall forward copies of the Level Two and Three appeals and responses to the neutral third (3<sup>rd</sup>) party within fifteen (15) working days of receipt of the Union's request. The submission shall include all documents and written arguments reviewed by the Director at Level Two. Any dispute concerning the admissibility or relevance of performance related documents shall be resolved by the neutral third (3<sup>rd</sup>) party at such time as the appeal is forwarded for final decision.

The neutral third (3<sup>rd</sup>) party shall render a written decision and rationale within thirty (30) calendar days after receipt of the appeal. The decision shall be binding and nonreviewable. Costs associated with the neutral third (3<sup>rd</sup>) party shall be borne equally by the parties.

**Selection of a Neutral:**

The Employer and the Union shall jointly select the neutral third (3<sup>rd</sup>) party. In the event that agreement has not been reached within thirty (30) calendar days after signing of the agreement, the neutral shall be selected by alternately striking names from the list of arbitrators provided for in the grievance-arbitration article until one (1) name remains and that individual shall be appointed.

**18.04 Performance Evaluation Disputes.**

- A. An employee who is dissatisfied with a written performance evaluation which denies a performance incentive may obtain a review of that evaluation solely through the procedures established in Section 18.03 of this Article.

- B. A bargaining unit member who is dissatisfied with a written performance evaluation which does not involve the denial of a performance incentive and the overall effectiveness on the job is rated mid-acceptable or higher, may make a written rebuttal which will be considered, attached to the evaluation, and become a part of the employee's personnel record. This shall be the sole and exclusive remedy for such disputes.
- C. A bargaining unit member who is dissatisfied with a written performance evaluation which does not involve the denial of a performance incentive and the overall effectiveness on the job is low-acceptable or lower may obtain review of that evaluation through the following procedure, which shall be the sole and exclusive remedy for such disputes.
1. Within thirty (30) calendar days after receipt of a copy of the finalized evaluation, the bargaining unit member must submit through the Union a written request to the Director of the Division of Personnel, Department of Administration, 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 appeal must bear a postmark or date stamp showing that it has been timely filed.
  2. 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.
  3. Upon receipt of a written request, the Director shall transmit a copy to the Human Resources Manager/Specialist or designee ~~for the Management Services Consultant group~~ of the employing department. The Human Resources Manager/Specialist or designee ~~for the Management Services Consultant group~~ shall have thirty (30) calendar days to investigate the allegations and to make written recommendations to the Director regarding revision of the evaluation. Upon approval of the recommendations the Director will submit a copy to the Union. The Director of the Division of Personnel may grant an extension of up to thirty (30) calendar days to the employing department. If an extension is granted, the Director of the Division of Personnel will provide written notification to the Union.
  4. In the event the dispute is not resolved by the recommendations of the Human Resources Manager/Specialist or designee ~~for the Management Services Consultant group~~, the bargaining unit member through the Union shall submit a written request for informal hearing to the Director of the Division of Personnel within ten (10) working days after the Human Resources Manager/Specialist or designee ~~for the Management Services Consultant group's~~ recommendations are due or received. Absent such a request, the Director shall adjust the evaluation in accord with the recommendations of the Human Resources Manager/Specialist or designee ~~for the Management Services Consultant group~~, provided that those recommendations are not in violation of law or regulation.
  5. If a hearing is requested, every reasonable effort will 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 will be conducted by the Director or designee, either face-to-face or by teleconference at the discretion of the Director. The bargaining unit member and the employing department shall have one (1) hour each to present additional testimony and documentary evidence, which will be considered by the Director or designee together with the bargaining unit member's initial request and the Human Resources Manager/Specialist or designee ~~for the Management Services Consultant group's~~ recommendations.
  6. The Director shall issue a final decision within ten (10) 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 Director that in the preparation of the

evaluation management has been arbitrary or capricious, or was motivated by discrimination or bias.

Union  
3/13/13  
4:29

ARTICLE 19 - Health and Security

19.01 Employee Life Insurance.

The Employer shall insure the life of every employee and long-term nonpermanent in the principal amount of ~~two~~ ten thousand dollars (\$~~210~~ 210,000.00).

19.02 Travel and Accident Insurance.

The Employer will insure the life of every employee and long-term nonpermanent against accidental death while traveling within the scope of State employment in the amount of ~~one~~ two hundred thousand dollars (\$~~100~~ 200,000.00).

TA  
3/14/13  
3:14 PM  
NS

19.03 Health Benefit Plan.

A. The Union will continue to provide health benefits to GGU employees through an employee directed health benefit trust, hereafter known as the ASEA Health Benefits Trust, or other appropriate delivery mechanism.

B. The Employer contribution to the ASEA Health Benefits Trust shall be the following:

1. Effective July 1, ~~2010~~ 2013, the Employer contribution will be increased to one thousand ~~one hundred twenty five~~ three hundred eighty-nine dollars (\$~~125~~ 1389) per eligible employee per month.

Employees in pay status on July 1, 2013, shall receive a lump sum payment of \$755, less mandatory deductions. The lump sum will be paid in the second pay period of August 2013.

JD:  
→ 170 = 6.6  
508755  
more  
equitable  
buy back

2. For each subsequent year of this Agreement, effective July 1, the Employer health insurance contribution will be ~~increased on July 1 by the amount equal to the premium percentage increase necessary to maintain the Select Benefits Economy Medical/Audio/RX/Dental plan, but in no case will it be less than 1389 per eligible member per month.~~ The required premium increase will be calculated by a qualified actuary using industry standards and will cover projected trend, margin, claims liability and projected expenses while maintaining a prudent level of reserves. The projected rate will be based upon a plan design providing benefits equal to or greater than the Select Benefit plan in place July 1, 2010 ~~2013~~, and shall not include any adjustments for reduction in benefits.

C. The terms of the Letter of Agreement 01-GG-296 entered into by the parties shall continue in effect unless expressly changed by this Collective Bargaining Agreement.

D. Eligible employees shall pay by payroll deduction any difference between the Employer contribution and the total premium required to provide the health care coverage for the employee, qualified spouse and dependents. Subject to satisfaction of applicable law and regulations, such employee contributions shall be on a pre-tax basis.

E. Trustees representing the Union on the Board of the ASEA Health Benefits Trust shall each be provided with up to six (6) days of release time per fiscal year in accordance with Article 7 of this Agreement.

F. The Union shall provide the Employer with at least sixty (60) days advance notice of any required deduction rate changes in writing to the Commissioner of Administration and the Director of the Division of Finance. In the event that the plan is converted to an elective coverage plan providing for varying deduction rates, the Union agrees to provide the

Employer with at least one hundred twenty (120) days advance notice changes in writing to the Commissioner of Administration and the Director of the Division of Finance of the plan structure change (these days of notice to the Employer may be shortened by mutual agreement of the parties).

G. ~~Premium Savings Rebate: In the event that the Union obtains or establishes a total premium cost per employee that is less than the per month Employer contributions described above, the Employer will remit fifty percent (50%) of the net savings to individual employees for the exclusive use as a pre-tax contribution to a Health Care Reimbursement Account, or such other distribution as may be determined by the Union, subject to applicable tax rules.~~

HG. Under no circumstances shall the State be responsible for the payment of any benefits or claims under the health and welfare or insurance plan(s) administered by the Union or its agents, successors or assignees. The State of Alaska shall be indemnified and held harmless from any and all claims and actions of whatever nature or consequence arising from the exemption of bargaining unit members from the State's group insurance plan, or claims for payments of, or failure to pay, or any other claims arising out of the transfer or management of funds or assets, or the administration of the plan or plans or benefits, or the exemption of the represented unit from the State's group health plan, including any claims arising from the non-coverage of eligible employees or qualified spouses and dependents. This Agreement does not release the State from forwarding contributions required by the Collective Bargaining Agreement. By entering into this Agreement, ASEA/AFSCME Local 52 agrees to relieve the State of Alaska of any obligation to obtain, maintain or administer an insurance plan under AS 39.30.090 covering eligible bargaining unit members or qualified spouses and dependents. No dispute under or relating to such benefits or claims shall be subject to the grievance-arbitration procedure in the Collective Bargaining Agreement except an allegation that the Employer failed to make the agreed upon contributions. The Union agrees and undertakes to assure that any alternative health benefits plan or health and welfare plan implemented under this Agreement is in compliance with all applicable Federal and State laws and regulations. The parties acknowledge that discrepancies between employee eligibility and corresponding contributions will frequently arise and may exist in any month. The parties will exercise all due diligence in reconciling contributions and eligibility on a monthly basis, including adjustments of overpayments and underpayments as necessary.

#### **19.04 Plan Access in the Workplace.**

If available, bargaining unit members may have reasonable use of State equipment to access, utilize, and review the health benefits plan at his or her work site.

State  
3/13/13  
9:55 am

ARTICLE 20 - Legal Trust Fund

In addition to the wage or salary paid under Article 21, the Employer agrees to pay the Alaska State Employee's Association Legal Trust Fund four dollars (\$4.00) per bargaining unit member in pay status in the pay period for which the contribution is made. The payments are due within ten (10) working days after payroll run date.

TA  
3/14/13  
3:15 pm  
NS

The Fund shall be sponsored and administered by the Union. The Employer shall have no voice in the amount or type of service provided by this plan; however, services provided by the Fund shall not be used in actions involving, or in a position adverse to the State of Alaska. The Fund shall attempt to obtain the maximum service possible for the bargaining unit member.

This Article confers only the right to demand and enforce payment of the required contributions. No dispute under or relating to such benefits or claims shall be subject to the grievance-arbitration procedure in the Collective Bargaining Agreement except a claim that the Employer failed to make the agreed upon contributions. Only the State's failure to make the required contribution is subject to the grievance-arbitration procedure. The provision or retention of legal assistance under this Article is the sole and exclusive responsibility of the Union and/or the member.

Unless such actions are taken to demand and enforce payment by the State of the required contributions, the Union agrees to defend, indemnify and hold harmless the State against any and all legal actions, orders, judgments or other decisions rendered in any proceeding as a result of the implementation of this Article.

-----

State  
3/14/13  
1:45

ARTICLE 21 - Wages

21.01 Wages.

- A. Insert salary schedules here.
- D. Pay Increments.

An employee who has served two years at Step G within the given range will advance to pay increment J, if at the time the employee becomes eligible for the increment, the employee's current annual rating by the employee's supervisor is rated as mid-acceptable in the "Overall" category.-

TA 3/14/13  
3:17 PM  
NS

For the first two years of this contract, Pay increments computed at the rate of 3.75% of the employee's base salary, shall be provided after an employee has remained in Step pay increment J within the given range 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 service."

Beginning July 1, 2015, pay increments computed at the rate of 3.25 % of the employee's base salary, shall be provided after an employee has remained in pay increment J within the given range 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 service."

If changes to AS 39.27.011 (h) are not made effective July 1, 2015, the parties agree to re-open the provisions of the paragraph above for further bargaining within thirty (30) days of legislative adjournment.

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 employees pay increment anniversary date.

- E. Bargaining unit members may continue to utilize options available under the state of Alaska Deferred Compensation Plan as a means to provide supplemental retirement income and/or defer income and corollary tax deductions until a later date.

21.02 Wage Adjustments.

- A. Effective July 1, 2013~~0~~, the wages in effect on July 1, 2012~~09~~ will increase by one percent (1%)..
- B. Effective July 1, 2014~~4~~, the wages in effect on July 1, 2013~~0~~ will increase by ~~two~~ one percent (~~2~~1%).
- C. Effective July 1, 2015, the wages in effect on July 1, 2014 will increase by two and a half percent (2.5%).

~~C. Effective July 1, 2012, the wages in effect on July 1, 2011 will increase by two percent (2%).~~

D. For purposes of monetary term implementation, effective dates referenced above, or referenced in any other provision of the agreement, do not serve as a basis for retroactive implementation or application of monetary terms in the agreement absent a ratified and approved successor agreement before July 1, 2013. In the absence of a ratified and approved agreement before July 1, 2013, monetary term implementation or application dates will be established by mutual agreement of the parties.

21.03 Geographic Differential.

The following pay step differentials are approved as an amendment to the basic pay plan provided in section 21.01.

Duty Station	Current Percentage Above-Basic Pay Plan	Percentage Above-Basic Pay-Plan for Fiscal Year 11	Percentage Above-Basic Pay-Plan for Fiscal Year 12	Percentage Above Basic Pay Plan for Fiscal Year 1314
Anchor Point	0%	0%	0%	0%
Anchorage	0%	0%	0%	0%
Anchorage Intl. Airport	0%	0%	0%	0%
Aniak	30%	30%	40%	50%
Anvik	30%	30%	40%	50%
Auke Bay	0%	0%	2%	5%
Barrow	42%	42%	46%	50%
Bethel	38%	38%	44%	50%
Camp Carroll	0%	0%	0%	0%
Cantwell	30%	30%	0%	0%
Chena River	4%	4%	3%	3%
Chignik	27%	27%	30%	50%
Chitina	11%	11%	0%	0%
Cold Bay	27%	27%	30%	50%
Cordova	11%	11%	11%	11%
Craig	0%	0%	0%	0%
Crown Point				0%
Deadhorse	42%	42%	46%	50%
Delta Junction	16%	16%	0%	0%
Denali	0%	0%	0%	0%
Dillingham	27%	27%	32%	37%
Douglas	0%	0%	2%	5%
Dutch Harbor	27%	27%	44%	60%
Eagle	4%	4%	0%	0%
Eagle River	0%	0%	0%	0%
Eielson AFB	4%	4%	3%	3%
Elfin Cove	5%	5%	0%	0%
Elmendorf AFB	0%	0%	0%	0%
Emmonak	30%	30%	40%	50%
Fairbanks	4%	4%	3%	3%
Finger Lake	0%	0%	0%	0%
Fort Richardson	0%	0%	0%	0%

Fort Wainwright	4%	4%	3%	3%
Fort Yukon	42%	42%	37%	37%
Gakona				0%
Galena	30%	30%	34%	37%
Girdwood	0%	0%	0%	0%
Glennallen	11%	11%	0%	0%
Gustavus	5%	5%	0%	0%
Haines	5%	5%	0%	0%
Harding Lake	4%	4%	3%	3%
Homer	0%	0%	0%	0%
Hoonah	5%	5%	0%	0%
Juneau	0%	0%	2%	5%
Kaltaq				50%
Kenai	0%	0%	0%	0%
Ketchikan	0%	0%	0%	0%
King Cove	27%	27%	39%	50%
King Salmon	27%	27%	39%	50%
Klawock	0%	0%	0%	0%
Kodiak	9%	9%	11%	11%
Kotzebue	42%	42%	51%	60%
Kulis ANG Base	0%	0%	0%	0%
Mackenzie Point	0%	0%	0%	0%
Matanuska	0%	0%	0%	0%
McGrath	30%	30%	34%	37%
Mount Edgecumbe	0%	0%	5%	5%
Nancy	0%	0%	0%	0%
Nenana	20%	20%	0%	0%
Ninilchik	0%	0%	0%	0%
Nome	34%	34%	37%	37%
Palmer	0%	0%	0%	0%
Pelican	5%	5%	0%	0%
Petersburg	0%	0%	0%	0%
Port Moller	27%	27%	39%	50%
Saint Mary's	30%	30%	40%	50%
Sand Point	27%	27%	39%	50%
Seward	0%	0%	0%	0%
Sitka	0%	0%	5%	5%
Skagway	5%	5%	0%	0%
Soldotna	0%	0%	0%	0%
Sterling	0%	0%	0%	0%

Sutton	0%	0%	0%	0%
Talkeetna	0%	0%	0%	0%
Tazlina	11%	11%	0%	0%
Tenakee Springs	0%	0%	0%	0%
Tok	16%	16%	0%	0%
Trapper Creek				0%
Unalakleet	34%	34%	42%	50%
Unalaska	27%	27%	44%	60%
Valdez	11%	11%	11%	11%
Wasilla	0%	0%	0%	0%
Whittier	11%	11%	0%	0%
Willow	0%	0%	0%	0%
Wrangell	0%	0%	0%	0%
Yakutat				0%
Outside Alaska				0%

Employees whose positions are located in Cantwell, Delta Junction, Tok, or Nenana, Whittier, Chitina, Gakona, Glennallen or Tazlina and who are employed on June 30, 2011 and who continue to stay employed in any of these four locations without a break in service shall continue to receive the geographic differential in effect on June 30, 2011. Effective June 30, 2013 the salary of these employees will be frozen for so long as they remain at the current duty station or until salary increases or changes in the Bargaining Unit Member's position result in the member receiving a higher salary than the frozen amount during the life of this agreement.

Employees hired into positions located in Cantwell, Delta Junction, Tok, or Nenana, Whittier, Chitina, Gakona, Glennallen or Tazlina after June 30, 2011 shall not receive a geographic differential.

Employees on frozen geographic differential pay due to changes in geographic differential on July 1, 2011 shall, except in the case of a demotion, be frozen for so long as they remain in their current differential area or until wage increases or changes in the employee's position result in the employee receiving a higher wage than the frozen amount. In the case of a demotion, the employee's geographic differential rate shall remain frozen at the differential rate in effect on the date of demotion.

The parties agree to re-open Article 21.03 for further bargaining within thirty (30) days of the legislature implementing a change to AS 39.27.020.

**21.04 Swing and Graveyard Shift Differentials.**

- A. All bargaining unit members who work a "swing" shift which starts between 12 noon and 7:59 - p.m. are entitled to a three and three-quarters percent (3.75%) increase over their basic salary as established by this Article for all hours worked in each such shift.
- B. All bargaining unit members who work a "graveyard" shift which starts between 8 p.m. and 5:59 a.m. are entitled to a seven and one-half percent (7.5%) increase over their basic salary as established by this Article for all hours so worked in each such shift.
- C. All bargaining unit members who are assigned to work a shift originally assigned to another member shall be paid the appropriate shift differential which the other member would have been paid.

- D. Except in emergencies or situations in which the bargaining unit member agrees, shift assignment will not be changed without at least twenty (20) working days notice prior to the effective date of the change. This does not preclude temporary changes in work hours as provided in Article 27. F (Shift Assignment).

**21.05 Hazard Pay.**

- A. From the effective date of this Agreement, all bargaining unit members who are required to work under dangerous conditions shall receive hazard pay of 7.5 percent in four (4) hour increments so worked.
- B. "Dangerous conditions" shall be defined as working at heights more than twenty-five (25) feet above the ground on towers, bridgework or antennae and handling explosives so designated by the Employer, transportation by and working under a helicopter, working from low-altitude, light fixed-wing aircraft (except pilots) and underwater diversings.

In addition, dangerous conditions shall include boarding one vessel from another, working on vessels underneath overhead cranes, and performing sampling duties in holding tanks; unless such work is considered part of the normal duties as outlined in the Class Specifications for the position.

- C. Employees who were first hired by the Department of Fish and Game prior to July 1, 1996, and who are not covered by the Peace Officers' Retirement System whose duties necessitate a significant amount of field work, travel or exposure to hazardous working conditions shall receive hazard pay on an hour-for-hour basis except when performing any duty that may be enumerated in paragraph A.

The parties understand and agree that this is intended to apply to those position that would have qualified under the standards found at 2 AAC 30.010 as published in Register 81, April 1982.

**21.06 General Pay Administration.**

- A. **Beginning Salary.** The minimum rate of pay in the assigned salary range for a class shall normally be paid upon initial appointment or hire. Any exception shall require the written approval of the Director of the Division of Personnel prior to a bargaining unit member beginning employment in the class.
- B. **Rehire Employees.** If a current or former employee eligible for rehire is reappointed to a class in which the employee previously held permanent or probationary status or to a parallel class with prior approval of the Director of the Division of Personnel under Article 11.06, the appointing authority may make the appointment at the same step in the salary range for the class which the employee occupied before separation provided the rehire occurs within a period of two (2) years. If appointed above the beginning step of the range, the employee's merit anniversary date shall be the first day of the pay period following completion of one (1) year of service after rehire.

Pursuant to Article 11.06, if a current employee is rehired with prior approval of the Director of the Division of Personnel in a lower class in the same class series, the employee may be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable state service or at such other step approved in advance of the first (1st) day of work by the Director of the Division of Personnel.

~~An employee who is appointed to a position in a lower job classification not in the same, parallel or closely related class series shall be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable State service. The employee shall serve a new probationary period in the lower class and shall have a new merit anniversary date established. Moved to E. 3.~~

C. Promoted Employees.

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

2. An employee who has served less than one-half (1/2) of the time required to be considered for their next step increase shall, upon promotion to a new position in a higher salary range in the bargaining unit, be placed at Step A or such other step as will provide an increase of one (1) step, whichever is greater.

3. A promoted employee entering the new range at a longevity pay increment shall be treated as if that increment had been earned in the new range and granted further increments accordingly.

4. Acting in a Higher Range

a. Any bargaining unit member who has received prior written delegation from his/her division director or designee to perform essentially all of the duties of a specific position in a higher range than the bargaining unit member's own for fifteen (15) or more consecutive calendar days shall, retroactive to the first (1<sup>st</sup>) day, be paid at the step of the higher range that would be appropriate in case of promotion. Upon commencement of duties in the bargaining unit member's regular position, the bargaining unit member will return to the normal rate of pay. Such delegation to act at the higher range shall not exceed sixty (60) calendar days, which may be extended by the Director of the Division of Personnel.

In an emergency, the prior written delegation may be waived; however, written delegation by the division director or designee must be received within three (3) working days of the commencement of the duties of the higher range.

b. Accrued sick, annual and personal leave used or cashed out while in acting status shall be paid at the bargaining unit member's regular rate of pay.

c. It shall not be a violation of this Agreement, nor cause for disciplinary action, should a bargaining unit member decline to accept a prior written delegation of authority. Bargaining unit members will be informed of the likely length of a delegation of authority at the time it is offered.

d. The parties agree that within sixty (60) days of the signing of this Agreement they will establish a statewide Labor-Management Committee, subject to the provisions in Article 7 of this Agreement, to address the pay inequities experienced by employees who are directed to work on an emergency response assignment. This Committee will report regularly to the Commissioner of Administration and will offer a final report within six (6) months of the Committee formation. That report will include, at a minimum, a plan to compensate employees at a level commensurate with the duties that they perform.

5. For purposes of this subsection, "step" means both pay increments and performance steps.

D. Transferred Employee. An employee transferred from one (1) position to another position assigned to the same pay range and meeting the provisions of Article 11.07, shall be appointed at the same step rate held prior to transfer and the employee's merit anniversary date shall remain unchanged. Those moving to a position at the same pay range but not considered as a transfer

shall have a new probationary period and merit anniversary date and the step in the range shall remain unchanged.

E. Demotions.

1. Demotions for Cause: An employee who is demoted pursuant to Article 11.08.A (Employment Status), shall enter the new range at no less than the step occupied in the higher range or such higher step as may be determined by the Director of the Division of Personnel.

2. Voluntary Demotions: An employee who receives a voluntary demotion shall be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable State service, or at such higher step as may be determined by the Director of the Division of Personnel. An employee who receives a voluntary demotion except through reclassification will continue to receive salary, performance and longevity increases received by other employees.

3. An employee who is appointed to a position in a lower job classification not in the same, parallel or closely related class series shall be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable State service. The employee shall serve a new probationary period in the lower class and shall have a new merit anniversary date established.

F. Reallocation of Position or Class.

1. The merit anniversary date, status and salary step assignment of an employee whose position is reallocated from one (1) class to another class at the same salary range shall remain unchanged.

2. An employee occupying a position which is assigned to a lower pay range or reallocated to a classification which carries a lower pay range and who continues in the same position shall be treated as follows:

a. If the employee's current salary is the same as any step in the new range, the employee shall enter the new range at that step.

b. If the employee's current salary falls within the lower range but between steps, the employee's salary shall remain frozen until the employee's next merit anniversary date which results in the award of performance incentive, at which time the employee shall be placed at the next higher step.

c. If the employee's current salary exceeds the maximum of the new range, it shall remain frozen until it is the same as any step or falls between steps which appear on the salary schedule at the lower range, whichever is earlier. Salaries which are frozen shall not be subject to any salary increase including contractually negotiated adjustments or cost-of-living adjustments to the salary schedule.

d. For purposes of subsection F.2 (a, b, and c), employees whose positions are subject to a reallocation from one (1) class to another may not be paid at a longevity-step-pay increment unless they have earned such step in the class occupied prior to the reallocation action or until said step is earned in the class to which the position is reallocated. Time served at the final step or a longevity increment of the higher range shall be counted as time served at the final step or a longevity increment of the lower range.

3. If an employee is reclassified to a higher salary range based upon the work already being performed, the merit anniversary date and the step placement remain unchanged. Employees

that are at a pay increment will retain their pay increment at the new range, but will be required to serve two years before being eligible for the next pay increment. If an employee is reclassified to a higher salary range based upon work that they have not already been performing, the step placement will be determined in accordance with Article 21.06. C, Promoted Employees.

## **21.07 Pay Procedures.**

### **A. Payday.**

1. Payday shall be the fifteenth (15<sup>th</sup>) day of the month and the last day of the month. If the payday falls on a Saturday, Sunday or holiday, then the last working day before such Saturday, Sunday or holiday shall be the payday. The parties agree that when a bi-weekly pay schedule is implemented through a Letter of Agreement, leave accrual and other conditions or benefits calculated based on a semi-monthly pay cycle will be recalculated to reflect conversion to a bi-weekly pay cycle.

2. All mailed checks shall be considered timely if postmarked three (3) days prior to the due date. If the Employer must stop payment and reissue a check, the check shall be considered timely if mailed or delivered within four (4) working days of Employer receipt of an Employee Notice of Pay Problem form, in which case penalty pay shall not apply.

3. If the bargaining unit member does not receive the paycheck on payday or within twenty-four (24) hours of the close of business on payday, the bargaining unit member shall be entitled to penalty pay of forty dollars (\$40.00) for every day thereafter that the check is late, provided the bargaining unit member files notice with the Employer within the next regular day of business on forms provided by the Employer. Failure to provide notice to the Employer within the specified time period will forfeit claim for penalty pay until such notice is given. Bargaining unit members who have their checks mailed to their banks shall be entitled to penalty pay only from the date of written complaint to the Employer.

No payment of penalty pay on a single claim shall exceed forty dollars (\$40.00) per day nor total more than four hundred dollars (\$400.00).

4. Bargaining unit members will be notified of any alterations to their time sheet.

**B. Itemized Deductions.** The Employer shall itemize all deductions on paychecks so all bargaining unit members can clearly determine the purpose for which amounts have been withheld.

**C. Pay Shortages.** Pay shortages shall be paid promptly after receipt and verification of the bargaining unit member's complaint in accordance with section 21.07.A.4, and no later than fifteen (15) calendar days after verification of a written complaint submitted on forms provided by the State. If not paid within the prescribed period, the penalties set forth in Section 21.07.A.4 shall apply for any verified pay shortage greater than one hundred dollars (\$100.00). Shortages of less than one hundred dollars (\$100.00) shall be paid on the next regular payday.

**D. Termination Pay.** When an employee is terminated, their wages, less terminal leave and retirement contributions, become due immediately and shall be paid during business hours no later than the fifth (5<sup>th</sup>) working day after termination. When the employment is terminated by the employer, payment is due within three working days after the termination.

If not paid within the prescribed period, the penalties set forth in Section 21.07.A.2 shall apply, except that if the employee voluntarily terminates without two (2) weeks prior notice, the penalties set forth in section 21.07.A.2 shall not apply until after the following pay period.

## **21.08 Sea Duty Pay.**

A. Definitions.

1. "Sea Duty" in this Agreement means a period longer than twenty-four (24) hours during which a bargaining unit member is engaged aboard a vessel and is living aboard a vessel (i.e., eating, sleeping, and working) while the vessel is away from the bargaining unit member's port of engagement. The vessel will normally provide permanent and reasonable facilities for two (2) or more, including cabin, bunks, stove, cooking facilities, marine sanitation device, and fresh water.
2. "Shore Duty" in this Agreement is that time worked on shore while the vessel is tied up at a port.
3. "Port of Engagement" in this Agreement means that place at which a bargaining unit member is, at the direction of the Employer, engaged aboard a vessel.

B. Sea Duty Pay. This section shall apply to bargaining unit members who are assigned to Sea Duty for more than twenty-four (24) consecutive hours.

1. Bargaining unit members on Sea Duty will be assigned an uninterrupted sleep period of eight (8) hours in each twenty-four (24) hours.
2. An uninterrupted meal period of not less than one-half (1/2), nor more than one (1) hour will be allowed for each meal, not to exceed three (3) meals per day.
3. The hourly rate of pay while assigned to Sea Duty shall be computed by the following formula:

$$0.344 \times \text{annualized hourly rate} = \text{Sea Duty Hourly Rate of Pay}$$

4. All hours of Sea Duty shall be considered hours worked, therefore on:
  - a. Regular Duty Day. The bargaining unit member will be paid eight (8) hours at the straight rate and sixteen (16) hours at the time and one-half (1.5) rate of Sea Duty Hourly Rate of Pay; and
  - b. Regular Day Off (6th and 7th day) and Non-Floating Holiday. The bargaining unit member will be paid eight (8) hours at the time and one-half (1.5) rate and sixteen (16) hours at the double-time rate of the Sea Duty Hourly Rate of Pay.
5. The normal accrual rates for leave and credit for non floating holidays shall not be changed by this section.
6. Sea Duty Hourly Rates of Pay shall not be used in the computation of overtime rates when the bargaining unit member is not assigned to Sea Duty. Overtime pay during a workweek which includes Sea Duty shall be paid on the basis of the work performed during the overtime hours in accordance with 29 C.F.R. Sec 778.419.

Union  
3/13/13  
4:47.

ARTICLE 22 - Overtime and Premium Pay

**22.01 Workweek.**

A. The normal workweek shall consist of thirty-seven and one-half (37.5) hours in pay status from Sunday midnight to Sunday midnight within a maximum of five (5) days. All full-time employees shall be guaranteed a full workweek. Each bargaining unit member shall be entitled to two (2) consecutive days off each week. The parties may enter into a Letter of Agreement to address situations where the State needs an employee to work other than a normal workweek. The furlough provisions of 2 AAC 07.407 do not apply.

TA  
3/14/13  
3:18 pm  
JDNS

B. Alternative to Layoff

The State may propose to reduce the number of hours an employee works as an alternative to layoff. This provision may not be implemented until after the State and the Union have negotiated the terms of the layoff.

**22.02 Overtime.**

- A. Overtime eligibility shall be in accord with the Fair Labor Standards Act (FLSA) or by mutual agreement of the parties. Overtime entitlements shall be earned in accord with the FLSA unless otherwise provided in this Agreement.
- B. Overtime eligible bargaining unit members who regularly work a thirty-seven and one-half (37.5) hour workweek shall receive overtime for hours worked in excess of thirty-seven and one-half (37.5) hours of work per week at the rate of one and one-half (1.5) times the appropriate rate of pay. Overtime eligible bargaining unit members who are regularly assigned to a forty (40) hour workweek pursuant to letters of agreement establishing such alternate workweeks shall receive overtime after forty (40) hours of work at one and one-half (1.5) times the appropriate rate of pay.
- C. Overtime pay or other premium pay shall not be pyramided or duplicated. Hours paid at the rate of one and one-half (1.5) the appropriate rate of pay for any reason shall be credited only once in the calculation of hours in the workweek.
- D. Compensatory time entitlements may be established for overtime eligible bargaining unit members or groups of members in accord with the FLSA, by written mutual agreement of the parties.
- E. When an overtime eligible bargaining unit member is required to perform work by telephone after the completion of the member's scheduled work hours, the time worked will be recorded on the timesheet in fifteen (15) minute increments.
- F. The parties recognize that even though the normal workweek is 37.5 hours it may be necessary for overtime exempt employees to work extraordinary hours to meet the mission of the agency. A FLSA exempt employee who has been authorized to work additional hours may submit a written request to the Division Director for approval of a Flexible Time Plan to offset excessive hours of work with a reduction of normal work hours at a later time.

An approved Flexible Time Plan is subject to the following conditions:

- 1. An employee who works in excess of forty-five (45) hours in a workweek shall be eligible for flextime credits retroactive to forty-two and one-half (42.5) hours of work in the week.
- 2. Flextime credits shall accrue on one-half (0.5) hour increments.
- 3. No flextime credits may be earned for travel time.

4. No more than twelve (12) hours of work per day may be counted toward the forty-five (45) hour per workweek threshold or toward flextime credits.
5. No more than two hundred (200) hours of flextime credits may be earned within a leave year.
6. Flextime credits may not be used in advance of performance.
7. Employees shall document on the time sheet all hours worked and all flextime used.
8. Accrued flextime credits may be used at any time business permits with the prior approval of the supervisor in the same manner as personal leave. Requests to use accrued flextime shall not be unreasonably denied.
9. Flextime credits earned in one leave year must be used by December 31, of the following year. Unused flextime credits shall be cancelled without payment if not used by the December 31, deadline. Upon separation from State service or the bargaining unit, accrued flextime credits shall be cancelled without payment. Accrued flextime credits may not be cashed out.
10. Disputes regarding the accrual or use of flextime credits are subject to the complaint procedures of Article 15.01.A. This shall be the sole and exclusive method of resolving such disputes.
11. Flextime credits shall be tracked and credited manually until the State implements an automated tracking system.

**22.03 Assignment of Overtime.**

- A. It is the policy of the Employer to distribute overtime in the most economical manner. Insofar 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.
- B. A record of actual compensated overtime hours worked by the overtime eligible bargaining unit members will be maintained and made available for reasonable inspection by appropriate Union representatives.
- C. In conjunction with subsection A above, and provided that the Employer received at least a two (2) hour notice prior to the beginning of the shift to be filled the following will occur before requiring mandatory overtime; the Employer will consider and utilize reasonable alternatives including, but not limited to maintaining and utilizing a Voluntary Work Assignment Call List and rotating overtime assignments through the Voluntary Work Assignment Call List. In the event an employee fails to provide a two (2) hour notice, the Employer shall endeavor to utilize qualified volunteers and shall accept a qualified volunteer for the overtime assignment.

The Employer will maintain a roster of all employees available for mandatory overtime assignments. Mandatory overtime assignments shall be rotated equitably. An employee who has worked voluntary overtime of at least four (4) hours in duration within the past thirty (30) calendar days will have the right to one (1) pass on a mandatory overtime requirement. If the employee is on an approved alternate workweek agreement and working 12.5 hours per day, if they have worked voluntary overtime of at least three and a half (3.5) hours in duration within the past thirty (30) calendar days will have the right to one (1) pass on a mandatory overtime requirement. In the event that all employees on the mandatory overtime list decline, the Employer has the right to refuse to accept the declination by the employee.

**22.04 Recall.**

- A. Overtime Eligible Bargaining Unit Members.

1. If an overtime eligible bargaining unit member is called back to work within four (4) hours after the completion of the member's shift, the member shall be paid recall premium pay at a rate of one and one-half (1.5) times the bargaining unit member's regular rate of pay for actual hours worked. Regular rate of pay is the applicable rate for regularly scheduled work.
2. If an overtime eligible bargaining unit member is recalled later than four (4) hours after completion of the member's regular shift, the member shall be entitled to a minimum of four (4) hours recall premium pay at a rate of one and one-half (1.5) times the bargaining unit member's appropriate rate of pay (including the appropriate shift differential). Should total call-back hours worked exceed four (4) hours, an overtime eligible bargaining unit member shall receive recall premium pay at a rate of one and one-half (1.5) times the bargaining unit member's appropriate rate of pay (including the appropriate shift differential) for all such hours worked.
3. The recall provisions of A.1 and A.2 do not apply in the following cases:
  - a. if the additional work assignment has been scheduled prior to the bargaining unit member's leaving the work site at the end of the shift;
  - b. if the employee who is contacted to return to work is on standby when contacted to return to work;
  - c. if the employee has volunteered to be called for overtime during a specified pay period;
  - d. if the employee is not required to report to a work station or other location in order to perform the work.

In such cases, all hours worked will be paid at the appropriate rate of pay.

**B. Nonovertime Eligible Bargaining Unit Members.**

It is necessary from time to time to recall bargaining unit members who are not eligible for overtime and the Union agrees that an employee obligation exists. Work performed during recall shall be subject to the provisions of 22.02.F.

**22.05 Standby.**

- A. When employees are ordered to be available for immediate recall and either to remain at home or periodically to report their whereabouts, their names shall be placed on a standby roster. Assignments to a standby roster shall be, insofar as possible, equitably rotated among employees normally required to perform the anticipated duties, provided that nothing in this Article shall preclude the assignment of an individual to a standby roster whose knowledge makes that individual the most logical choice for the anticipated tasks. Every effort shall be made to avoid assigning employees to standby on their regularly assigned day off.
- B. An amount equal to ten percent (10%) of seven and one-half (7.5) times the employee's hourly base salary will be paid to an employee who is assigned to a standby roster for each calendar day or portion of a calendar day of such assignment. The daily rate of compensation shall include geographic and shift pay as appropriate.

**22.06 Holiday Pay.**

- A. Holidays not worked by the employee shall be counted as time in pay status for the purpose of fulfilling the minimum workweek requirement.
- B. All hours worked on a holiday shall be paid at the holiday premium rate of time and one-half (1.5) the appropriate pay rate, in addition to seven and one-half (7.5) hours straight time holiday pay. Hours that an employee works and for which he/she is compensated at the holiday premium rate will be considered hours worked for purposes of computing overtime eligibility under Article 22.02. Hours worked on a holiday shall be credited only once in the calculation of hours in the workweek. Exclusive of Holiday Pay provided for by Article 24.01, no single hour worked at any time in a work period will be paid at greater than time and one-half (1.5).

All hours worked on any shift that begins or ends between 12:01 AM and midnight on the day of observance as determined under Art. 24.02. Observance of Holidays will be paid in accordance with this article.

**22.07 Continuous Hours of Work.**

A bargaining unit member may not be required to work in excess of two (2) consecutive regular shifts, not to exceed sixteen (16) hours within one (1) twenty-four (24) hour period except in an emergency.

**22.08 Overtime Pay Calculations.**

When a bargaining unit member who is eligible to receive overtime works a shift that qualifies for shift differential pay, the Employer shall compute overtime on the basis of the following formula:

$$(\text{base rate} + \text{shift differential}) \times 1.5$$

**22.09 Weekend Differential pay.**

Overtime eligible Class One employees working in institutions with continuous operations shall be paid a premium of one dollar (\$1.00) per hour for each hour worked on the calendar days of Saturday and Sunday. Any partial hour worked shall be prorated consistent with the time keeping increment in 22.02.E. The Employer shall include this type of differential pay in the computation of overtime.

**22.10 Seasonal Overtime.**

Overtime worked by seasonal employees shall be compensated at either time and one-half (1.5) of their base hourly salary or as seasonal compensatory time which would accrue at time and one-half (1.5) the employee's straight time hourly rate for each hour worked. The employee may opt for either form of compensation, however, once the employee has elected one form he/she cannot select a different option until the next pay period. Seasonal compensatory time must be used within the calendar year in which accrued and shall be treated as if at work for service and benefits purposes except for Health Insurance. If not used within the calendar year, or if the employee leaves the seasonal position, the accrued seasonal compensatory time shall be cashed out to the employee at time and one-half (1.5) the employee's base hourly wage notwithstanding the selected option.

State  
2/28/13  
3:48

## ARTICLE 23 - Meal and Relief Periods

### 23.01 Meal Break.

A lunch break of not less than thirty (30) minutes nor more than one (1) hour shall be allowed approximately midway of each shift. An additional lunch period of thirty (30) minutes shall be allowed when a bargaining unit member works continuously for ~~more than two (2) hours~~ or more before or after in addition to the normal shift, and such additional lunch period shall be considered as time worked. In the event that a bargaining unit member is recalled within two (2) hours of the termination of their normal shift, the bargaining unit member shall be granted a meal break in accordance with the other provisions of this paragraph. A bargaining unit member who works on an RDO or works an irregular schedule is eligible for the additional lunch period if a minimum of nine and one-half (9.5) hours are worked for that shift.

TA  
NS  
3:54

### 23.02 Relief Period.

- A. All bargaining unit members shall be allowed two (2) paid fifteen (15) minute relief periods in each normal workday. The Employer shall establish reasonable rules governing the taking of such relief periods.
- B. Relief periods will be taken away from the immediate work station when the bargaining unit member works in a public contact office, and where the Employer can reasonably provide such separate area.
- C. When working other than the normal shift, a fifteen (15) minute paid relief period shall be allowed a bargaining unit member during any work period of at least four (4) hours duration, or as otherwise agreed.

State  
1/30/13  
3:10 pm

**ARTICLE 24 - Holidays**

**24.01 List.**

All employees shall be entitled to, and compensated for, all holidays as listed below:

"Holiday " in this agreement means:

1. The first of January, known as New Year's Day;
2. The third (3<sup>rd</sup>) Monday in January, known as Martin Luther King, Jr., Day;
3. The third (3<sup>rd</sup>) 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 4<sup>th</sup> of July, known as Independence Day;
7. The first (1<sup>st</sup>) Monday in September, known as Labor Day;;
8. The 18<sup>th</sup> of October, known as Alaska Day;
9. The 11<sup>th</sup> of November, known as Veterans' Day;
10. The fourth (4<sup>th</sup>) Thursday in November, known as Thanksgiving Day;
11. The 25<sup>th</sup> of December, known as Christmas Day;
12. Every day designated by public proclamation by the Governor of Alaska as a legal holiday.
13. One additional day shall be treated as a floating holiday and shall be credited and available for use to the employee's leave account on the first day of the second pay period in July.

TA NS  
1/30/13  


**24.02 Observance of Holidays.**

A designated holiday will normally be observed on the calendar day on which it falls, except that if the holiday falls on a bargaining unit member's first regularly scheduled day off it will be observed on the preceding day. If the holiday falls on the bargaining unit member's second regularly scheduled day off it will be observed on the following day. Normally, only those bargaining unit members designated in advance by appropriate supervision will be required to work on a designated holiday.

**24.03 Designated Floating Holiday for Overtime Ineligible Bargaining Unit Members.**

If an overtime ineligible bargaining unit member is assigned to work on any holiday listed in Section 24.01 above, the parties shall use the form in Appendix G of this Agreement and the bargaining unit member's annual or personal leave account shall be credited with one day (7.5 hours) of annual or personal leave as appropriate.

State  
3/14/13  
1:56 pm

ARTICLE 25 - Annual and Sick Leave

This Article only applies to individuals who were hired prior to July 1, 2000, and who did not elect to convert to the personal leave system under Article 26.

25.01 Annual Leave.

A.

1. Accrual.

a. Accrual of annual leave for full-time employees is according to the following schedule:

TA  
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AS

Years of Service	Hours/Pay Period
0 - 2	4.69
2 - 5	6.56
5 - 10	7.50
10 +	9.38

Accrual of annual leave for full-time employees regularly assigned to forty (40) hour workweeks pursuant to letters of agreement or other provisions of this agreement establishing such alternate workweeks is according to the following schedule:

Years of Service	Hours/Pay Period
0 - 2	5
2 - 5	7
5 - 10	8
10 +	10

b. Annual leave accruals for partial months of service will be on a prorated basis.

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

d. Bargaining unit members falling under this section will receive 7.5 hours credit to their leave balance in the second pay period of July of each year, upon reaching their fifteenth (15) years of service to be used as a floating holiday. Accrual and use of floating holidays will be consistent with the leave and holiday provisions of the collective bargaining agreement.

2. An employee shall not accrue annual leave until completion of ninety (90) calendar days of full-time service, whereupon the employee shall be credited with accrual as provided in Paragraph 1 above, retroactive to the date of appointment.

3. Leave Anniversary Date. Changes in the rate of annual leave accrual shall take effect at the beginning of the pay period immediately following the pay period in which the employee completes the prescribed period of full-time service.

4. Annual leave earned during the semi-monthly pay period will be credited on the first (1st) day of the following pay period.

B.

1. Each full-time employee shall take at least seventy-five (75) hours of annual leave during each calendar period (leave year) beginning December 16 and ending December 15 of the succeeding year except that employees exempted from 25.01 (G) of this Article must use one hundred twelve and one-half (112.5) hours.. Seasonal employees of less than twelve (12)

months duration shall be exempt from mandatory leave. Flextime credits earned in accordance with Article 22.02 (F) may not be used until the member has satisfied the mandatory leave usage requirements. Part-time employees shall have the mandatory leave requirement prorated based upon the number of hours the employee is regularly scheduled to work.

2. Any employee who does not use this leave shall have the unused portion deducted from their leave account balance as of December 15.

3. Should the Employer refuse the employee any opportunity to take the required hours of annual leave during the leave year, any unused portion of the mandatory leave shall be deducted from the employee's leave balance at the end of the leave year and paid in cash.

C. Employees having in excess of thirty-seven and one-half (37.5) hours of annual leave shall, upon written request to the Employer, receive payment for accrued but unused annual leave. In no event shall a payment be made that reduces the employee's leave balance below thirty-seven and one-half (37.5) hours. The employee's leave balance shall be reduced by the number of hours for which payment is made. ~~The first thirty-seven and one-half (37.5) hours of leave cashed in shall be applied toward the mandatory leave requirement. Payment shall be made on the subsequent payroll warrant, subject to AS 37.05.510. Employees will be limited to no more than six (6) leave cash-in requests per calendar year.~~

~~Payment in excess of thirty-seven and one-half (37.5) hours. Annual leave cashed in shall not be applied against the mandatory leave usage requirement of 25.01. B.(1) of this Article.~~

D. Annual leave may be taken by an employee at any time business permits, upon prior permission by the head of the department or agency for whom the employee works. Such approval may be delegated. An employee's request for annual leave will not be unreasonably denied.

E. Terminal Leave. Any employee who is separated from State service for any reason including layoff shall receive within seven (7) days a lump sum payment for the number of hours of accrued annual leave at the employee's annualized hourly rate of pay.

~~F. Annual leave accrued by an employee during each pay period shall be converted semi-monthly to a cash value by multiplying the hours accrued during the pay period in that month by the employee's annualized hourly rate of pay for the pay period. The resulting amount shall be added to the cash value amounts calculated for previous pay periods. The total of all of the cash values is the cash value of the employee's annual leave balance.~~

G. Maximum Accumulation of Leave

~~Annual leave accrued but not used shall accumulate to a maximum of 450 hours on December 15 of any calendar year. If an employee has, as of December 15, an amount of annual leave in excess of four hundred and fifty (450) hours, the excess shall be deducted from the employee's annual leave balance and paid to the employee at the rate of pay defined in . However, if circumstances cause the Employer to refuse an employees' timely request for leave, the amount of leave refused will be carried over.~~

Effective December 16, 2013, annual leave accrued but not used shall accumulate to a maximum of 1000 hours on December 15 of any calendar year. A department head may permit an employee to carry over more than 1000 hours of accrued annual leave if the employee was unable to reduce their accrued hours because the member: (1) was required to work as a result of fire, flood, or other extensive emergency; or (2) was assigned work of a priority or critical nature over a period of time.

By June 1 of each calendar year, those employees whose annual leave balance exceeds, or could exceed by December 15, the annual leave accumulation maximum of 1000 hours must submit to their supervisor for approval a plan to use annual leave to bring their balance below the accumulation maximum. If the employee fails to submit a plan, or adhere to an approved plan, the employee's division

director will order the employee to take sufficient annual leave to reduce the employee's balance or potential balance on December 15 below the accumulation maximum.

Members who have an annual leave balance that exceed four hundred (400) hours on December 16, 2013 shall be exempt from this provision until such time as their annual leave balance equals 400 hours or less on December 16 of any calendar year.

#### **25.02 Sick Leave.**

- A. Accrual. Full-time employees in the bargaining unit shall accrue sick leave at the rate of four point sixty-nine (4.69) hours prorated over the semi-monthly pay period. Less than full-time employees shall accrue sick leave credit semi-monthly on a prorated basis according to the hours in pay status. There shall be no accrual of sick leave during any semi-monthly pay period during which the employee is absent without approved leave. Employees on approved sick leave shall receive payment at their current salary to the extent that they have sick leave accrued.
- B. Sick leave accrued but not used shall accumulate until termination of employment. 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 current annualized hourly rate of pay.
- C. Availability of Sick Leave. Sick leave shall be granted by the department or agency only in the following instances:
1. At the discretion of the supervisor, an employee may be granted sick leave for a medical or dental appointment or illness or injury of the employee. The employee may be required to support said absence with a physician's certificate. Employees will not be required to provide a physician's certificate for illness of less than three (3) days unless improper use is suspected.
  2. At the discretion of the supervisor, an employee may be granted sick leave for a medical or dental appointment or illness or injury within the employee's immediate family that requires the attendance of the employee or where the employee's presence on the job could jeopardize the health of fellow employees. Under these conditions the employee may with the consent of the employee's supervisor use sick leave with pay the same as if the employee were personally under a medical disability; however, such leave may not be granted unless the supervisor is satisfied that the absence of the employee is required to attend the dependent with the medical appointment, illness or disability. The supervisor may require a doctor's certification showing that the employee is required to be in attendance.
  3. Upon the death of a spouse or other member of the immediate family of an employee, the employee may use not more than five (5) working days of accrued sick leave with pay to attend the ~~services~~ services. Under extenuating circumstances, a supervisor may, at his/her discretion, approve the use of additional days of accrued sick leave for this purpose. Immediate family for purposes of funeral leave means the employee's spouse, children, stepchildren, mother, father, mother-in-law, father-in-law, sister, brother, grandparent or grandchild.
  4. In each case of absence due to illness or injury it shall be the responsibility of the employee to notify the employee's supervisor of the absence immediately and to report periodically the anticipated duration of the absence. Failure to notify the supervisor may result in disciplinary action, up to and including termination.
  5. At the discretion of the supervisor, an employee may be granted sick leave when requested by local medical officials to respond to an emergency for the purpose of donating blood.

- D. Employees shall be allowed to donate annual leave to and receive donations of annual or personal leave from employees in this unit or those represented by a different union or noncovered employees subject to the following conditions:
1. Each employee wishing to donate annual/personal leave will fill out, date and sign a leave slip showing the amount of leave to be donated subject to a minimum of two (2) hours. The leave slip will have written along the bottom, or in the space provided, "Leave donated to (employee name, social security number)."
  2. ~~The recipient's union will be responsible for gathering all leave donations to be forwarded to the Division of Finance for processing. Leave donations will be posted by the Division of Finance to the recipient's account during the pay period in which received (1 through 15, or 16 through the end of the month) for use from that pay period forward. Donations shall not be posted for use in a pay period prior to that in which received.~~ Donors will submit leave slips to the Division of Personnel and Labor Relations Payroll Supervisor for 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 as needed. Donations will not be posted for use in a pay period prior to that in which received. Once an employee returns to work, if after three pay periods in which the donee does not require the use of donated leave, the leave donated and not used by the donee shall be returned to the donor. A report of those who requested and received donated leave, as well as the hours used will be generated and electronically sent to the Union every pay period.
  3. ~~The Division of Finance- Employer~~ 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 or personal leave has been exhausted.
  4. Once the ~~Division of Finance- 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, the donation cannot be withdrawn, modified or otherwise returned to the donor's leave account except as provided under Article 25.02.D2. 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.

#### **25.03 Extended Absence for Disability, Illness or Injury.**

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

#### **25.04 Absence and Payment for Court Leave.**

- A. An employee or long-term nonpermanent who is called to serve as a juror or subpoenaed as a witness shall be entitled to court leave. Employees or long-term nonpermanents who work the graveyard or swing shift shall be placed on day shift for the day or the duration of the time the employee is scheduled to appear, whichever is longer, provided the Employer receives twenty-four (24) hours notice.

- B. Written documents such as a subpoena, marshal's statement of attendance and compensation for services, per diem and travel, may be required to support a request for court leave.
- C. Employees shall turn over to their departments all monies received from the court as compensation for service and in turn shall be paid their current salary while on court leave.

**25.05 Nonwar Military Duty Absence and Payment.**

An employee who is required to report for a military physical examination is entitled to a leave of absence without loss of pay, time or performance rating. The leave of absence shall not exceed three (3) working days.

An employee who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay, time or performance rating without regard to other compensation earned during that period on all days during which the 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 twelve (12) month period, beginning December 16 and ending December 15.

An employee on annual leave shall not go on military leave without returning to duty unless military leave is approved prior to commencement of annual leave.

**25.06 Time Off to Vote.**

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

**25.07 Other Approved Absence.**

Upon application and written approval of the appointing authority, an employee may be granted leave of absence without pay. Continuous service credit shall not accrue during the period of leave.

Except as otherwise provided above, the provisions of Personnel Memorandum 00-2 (incorporated as Appendix B), will be in effect and it is hereby incorporated by reference.

**25.08 Family Leave.**

- A. The parties mutually agree that the provisions of the Federal Family and Medical Leave Act (FMLA) and the Alaska Family Leave Act (AFLA) apply to bargaining unit members.
- B. When taking leave under the provisions of FMLA or AFLA ("Family Leave"), a qualified bargaining unit member must exhaust all accrued sick, annual and donated leave (in that order) before entering leave without pay, except that an employee may elect to retain up to five (5) days of annual leave in his or her account for use upon return from leave taken under this provision.
- C. The period for utilizing family leave entitlements shall commence with the first day of Family Leave. A bargaining unit member may be required to recertify the qualifying reason for remaining on Family Leave. A bargaining unit member may be required to provide a fit-for-duty statement prior to returning to work.
- D. When taking Family Leave due to pregnancy, childbirth, foster care placement or adoption, the leave entitlement must be taken consecutively. The first level supervisor outside the bargaining unit and the bargaining unit member may agree to Family Leave on an intermittent or reduced schedule basis due to pregnancy, childbirth, foster care placement, or adoption; however, an intermittent or reduced schedule does not extend the period of entitlement.

- E. If the necessity for Family Leave is foreseeable, the bargaining unit member shall provide the bargaining unit member's department or agency with reasonable notice of the need for family leave.
- F. In the case of planned treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision, subject to the approval of the health care provider, so as not to disrupt unduly the department or agency operations.

**25.09 Union Business Leave Bank.**

- A. 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. The Bank shall be established by a transfer, upon written authorization from the member, of seven and one-half (7.5) hours of annual leave from each new bargaining unit member. As a condition of employment, such bargaining unit members shall donate seven and one-half (7.5) hours of annual leave when the bargaining unit member's balance is at least seven and one-half (7.5) hours or more and such leave shall be transferred to the Bank.

In addition, any bargaining unit member at his/her option may transfer annual leave in one (1) hour increments to the Bank. Transfers may be made at any time during the duration of the Agreement with no maximum limit of the number of increments except that a bargaining unit member may not transfer more increments of annual leave than are posted to the member's annual leave balance at the time of authorization. The bargaining unit member's leave balance will be reduced by the amount of leave transferred to the Bank.

- B. Leave assessments from new bargaining unit members to the unit and donated annual leave will be converted to its dollar value at the rate of pay of the bargaining unit member from whom the leave was received. Those dollars (with benefit costs) shall be placed in the Union Business Leave Bank.

When business leave is used in accordance with the other provisions of this section, dollars will be withdrawn from the Union Business Leave Bank equal to the hourly rate (with benefit costs) of the bargaining unit member utilizing the leave times the hours of leave taken.

- C.
  - 1. Withdrawal requests from the Bank will be for purposes of compensation of bargaining unit members for absences due to contract negotiations and formulation, meetings, conventions, training sponsored by the Union, attendance at arbitration or other hearings as witnesses for the Union, and other like purposes as may be determined by the Union. Requests for withdrawals from the Bank shall be made only by the Business Manager of the Union or such other person as designated by the Union to the appropriate Departmental Officer with a copy to the Director of the Division of Labor Relations on forms mutually agreed to by the parties. The original leave slip shall be presented to the Union by the bargaining unit member and must accompany all requests for withdrawal from the Bank. All annual leave transferred to the Bank is final and not recoverable for recredit to an individual's annual leave account.
  - 2. The purposes listed in C.1 shall first be met through use of the Union Leave Bank. Should there be insufficient money available through the leave bank, the Employer shall approve annual leave or leave without pay for purposes listed in C.1.

- D.
  - 1. The release of bargaining unit members for Union Business Leave shall be handled on the same basis as release from duty for annual leave. Such approval shall not be unreasonably withheld by the supervisor. The Union may authorize business leave in excess of regularly scheduled hours; however, excess business leave hours will not be included for the purpose of calculating overtime.

2. In instances of contract negotiations and other highly critical matters of long duration, the Employer agrees that every reasonable effort will be made to release bargaining unit members from their duties; however, the parties recognize that a situation may develop such that a bargaining unit member may not reasonably be released.

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### ARTICLE 26 - Personal Leave

This Article only applies to individuals that were hired or rehired July 1, 2000, or after, and those who elected to convert from the sick/annual to the personal leave system.

**26.04-26.01 (A) Rate of Accrual.**

All full-time bargaining unit members holding permanent, probationary, provisional or long-term nonpermanent status employed before July 1, 2013, shall accrue personal leave as follows:

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3:21 PM NS  
JD

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

Personal leave accruals for partial months of service will be on a prorated basis. Leave eligible members who work less than full-time shall accrue personal leave on a prorated basis according to the above schedule and hours in pay status. Accrued leave shall be posted on a semi-monthly pay period and shall be available for use when posted except as noted herein. In determining years of service for the purpose of computing personal leave, all permanent/probationary/provisional/long-term nonpermanent service with the Territory and State of Alaska is included.

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

All full-time bargaining unit members holding permanent, probationary, provisional or long-term nonpermanent status who are regularly assigned to forty (40) hour workweeks pursuant to a Letter of Agreement establishing such alternate workweeks shall accrue personal leave as follows:

Years of Service	Hours Per Pay Period
0 - 2	8
2 - 5	9
5 - 10	10
10 +	12

Bargaining unit members falling under this section will receive 7.5 hours credit to their leave balance in the second pay period of July of each year, upon reaching their fifteenth (15) years of service to be used as a floating holiday. Accrual and use of floating holidays will be consistent with the leave and holiday provisions of the collective bargaining agreement.

26.01 (B) Rate of Accrual for employees hired on or after July 1, 2013.

All full-time bargaining unit members holding permanent, probationary, provisional or long-term nonpermanent status employed on or after July 1, 2013, shall accrue personal leave as follows:

<u>Years of Service</u>	<u>Hours Per Pay Period</u>
0 - 2	6.56
2 - 5	7.50
5 - 10	8.44
10 - 15	9.38
15+	11.25

Personal leave accruals for partial months of service will be on a prorated basis. Leave eligible members who work less than full-time shall accrue personal leave on a prorated basis according to the above schedule and hours in pay status. Accrued leave shall be posted on a semi-monthly pay period and shall be available for use when posted except as noted herein. In determining years of service for the purpose of computing personal leave, all permanent/probationary/provisional/long-term nonpermanent service with the Territory and State of Alaska is included.

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

All full-time bargaining unit members holding permanent, probationary, provisional or long-term nonpermanent status who are regularly assigned to forty (40) hour workweeks pursuant to a Letter of Agreement establishing such alternate workweeks shall accrue personal leave as follows:

<u>Years of Service</u>	<u>Hours Per Pay Period</u>
0 - 2	7
2 - 5	8
5 - 10	9
10 - 15	10
15+	12

26.01 (C) For employees hired on or after July 1, 2013, Personal leave accrued by an employee during each pay period shall be converted semi-monthly to a cash value by multiplying the hours accrued during the pay period in that month by the employee's annualized hourly rate of pay for the pay period. The resulting amount shall be added to the cash value amounts calculated for previous pay periods. The total of all of the cash values is the cash value of the employee's personal leave balance.

26.01 (D) Maximum Accumulation of Leave

Personal leave accrued but not used shall accumulate to a maximum of 450 hours on December 15 of any calendar year. If an employee has, as of December 15, an amount of personal leave in excess of four hundred and fifty (450) hours, the excess shall be deducted from the employee's personal leave balance and paid to the employee at the rate of pay defined in 26.01 (C). However, if circumstances cause the Employer to refuse an employees' timely request for leave, the amount of personal leave refused will be carried over.

Effective December 16, 2013, personal leave accrued but not used shall accumulate to a maximum of 1000 hours on December 15 of any calendar year. A department head may permit an employee to carry over more than 1000 hours of accrued personal leave if the employee was unable to reduce their accrued hours because the member: (1) was required to work as a result of fire, flood, or other extensive emergency; or (2) was assigned work of a priority or critical nature over a period of time.

By June 1 of each calendar year, those employees whose personal leave balance exceeds, or could exceed by December 15, the personal leave accumulation maximum of 1000 hours must submit to their supervisor for approval a plan to use personal leave to bring their balance below the accumulation maximum. If the employee fails to submit a plan, or adhere to an approved plan, the employee's division director will order the employee to take sufficient personal leave to reduce the employee's balance or potential balance on December 15 below the accumulation maximum.

Members who have a personal leave balance that exceeds four hundred (400) hours on December 16, 2013 shall be exempt from this provision until such time as their personal leave balance equals 400 hours or less on December 16 of any calendar year.

#### **26.02 Changes of Accrual Rate.**

Changes in the rate of personal leave accrual shall take effect at the beginning of the pay period immediately following the pay period in which the employee completes the prescribed period of full-time service.

#### **26.03 Medical Leave Bank and Transfer of Accrued Sick Leave.**

A. A leave eligible member in the bargaining unit who becomes covered by the provisions of this Article and who has accrued sick leave shall have fifty percent (50%) of that sick leave transferred to the employee's personal leave account and fifty percent (50%) of that sick leave transferred to a medical leave bank. Banked medical leave may be used in accord with Article 26.04.B. Banked medical leave may be used in the event of illness or injury of the member or the members family and in accordance with Article 26.04 A and B.

B. (1) Except as otherwise provided in this Article, upon separation from State service, a maximum ~~fifteen (15) hours~~ forty-five (45) hours in an employee's medical leave bank shall be transferred to a Union Catastrophic Medical Leave Bank.

(2) Union catastrophic medical leave requests will be submitted by the Union to the Director of the Division of Personnel and Labor Relations, or designee, within two business days after the end of the pay period for which the leave is requested. The request for a withdrawal from the bank will clearly identify the amount of hours of leave to be donated to the employee.

Union Catastrophic medical leave will be used only to the extent that the employee's available annual/sick, personal, emergency, banked medical and donated leave is less than ten hours on the first working day of the pay period, and will only be used to bring the total leave available up to ten hours.

If the State does not receive a request for Union catastrophic medical leave within two business days after the last day of the pay period, the State will process personal, annual, sick, banked medical or donated leave in accordance with the collective bargaining agreement. If no leave is available to the employee, the employee will default to leave without pay.

Leave will not be processed retroactively for periods of leave without pay.

If the employee does not use their catastrophic medical leave within thirty (30) days the leave shall be returned to the Union Catastrophic medical leave bank.

C. 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.

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

#### **26.04 Utilization and Disposal.**

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

B. Personal leave requests require the prior approval of the supervisor except in the case of illness or injury to the member. Member requests shall be given full consideration and, to the extent practicable, approved. However, the parties agree that the final decision with regard to approval or disapproval of any request will be based on the supervisor's evaluation of the needs of the job. In an absence due to illness or injury, the supervisor may require a physician's certificate. Members will not be required to provide a physician's certificate for illnesses of less than three (3) days unless improper use is suspected.

C. ~~Personal leave accrued but not used shall accumulate until separation; however, a~~ At least thirty-seven and one-half (37.5) seventy-five (75) hours of personal leave must be used each full leave year [December 16 of one (1) calendar year through December 15 of the following calendar year] except that members exempted from 26.01(D) of this Article must use one hundred twelve and one-half (112.5) hours each full leave year. Seasonal employees of less than twelve (12) months duration shall be exempt from mandatory leave. ~~Personal leave cashed in pursuant to section 26.07 of this Article does not count toward the mandatory thirty-seven and one-half (37.5) seventy-five (75) hours usage~~ Up to 37.5 hours of personal leave cashed-in under 26.07 of this Article will be applied to the employee's mandatory leave usage requirement. Flextime credits earned in accordance with Article 22.02 (F) may not be used until the member has satisfied the mandatory leave usage requirement. Part-time members shall have the mandatory leave requirement prorated based upon the number of hours the member is regularly scheduled to work.

D. If the member fails to use the ~~thirty-seven and one-half (37.5) seventy-five (75)~~ the mandatory leave required in C, hours in any full leave year, the member shall be entitled to payment for the unused portion. This payment shall be at the member's annualized hourly rate and shall be included in the first (1st) regular payroll following the close of the leave year. The period of time for which payment is made will be deducted from the member's personal leave balance. It is understood that, should the member fail to schedule the ~~thirty-seven and one-half (37.5) seventy-five (75)~~ mandatory leave hours leave, the Employer may direct that the member take the personal leave at any time to satisfy the ~~thirty-seven and one-half (37.5) seventy-five (75)~~ hours requirement.

#### **26.05 Separation.**

A. Members who separate from State service for any reason including layoff shall receive within seven (7) days a lump sum payment for accrued personal leave in accordance with statutory provisions in effect on the date of separation.

B. Members who go on personal leave and subsequently give notice of resignation, or who do not return to work, will be considered to have separated on the last day worked. No additional leave will accrue after the last day worked.

C. Any exception to the policy stated in B of this section requires the prior written approval of the Commissioner of the Department of Administration.

D. Upon separation from State service, the medical leave bank balance shall be automatically canceled without pay except in case of death of an employee who, at the time of death, is a bargaining unit member. All unused medical leave shall be paid to the member's designated beneficiary in a lump sum at the member's annualized hourly rate of pay.

#### **26.06 Funeral Leave.**

If a death occurs among members of a bargaining unit member's immediate family, the bargaining unit member will be excused from work and allowed to use up to thirty-seven and one-half (37.5) hours of leave to attend the services and make arrangements. The funeral leave time will be charged first to personal leave, then to the banked sick leave or, if no leave is available, to leave without pay. Additional days may be authorized under extenuating circumstances. "Immediate family," for the purpose of funeral leave, shall mean the bargaining unit member's spouse, children, stepchildren, father, mother, father-in-law and mother-in-law, sister, brother, grandparents, and grandchildren.

#### **26.07 Leave Cash-In**

Bargaining unit members having in excess of thirty-seven and one-half (37.5) hours of personal leave shall, upon written request to the Employer, receive payment for accrued but unused personal leave, subject to the following limitations:

1. Under no circumstances may a member request or receive a leave cash-in that would reduce the employee's accrued personal leave balance below thirty-seven and one-half (37.5) hours;

2. Payment will be made no later than one (1) pay period following the pay period in which the request was made.

3. Leave cashed in under this section ~~does not~~ can only reduce the ~~thirty-seven and one-half (37.5) seventy-five (75) hour~~ mandatory leave requirement in section 26.04 of this Article by thirty seven and one half (37.5) hours of the requirement.

4. Employees will be limited to no more than ~~three (3)~~ six (6) leave-cash in requests per calendar year.

**26.08 Union Business Leave Bank.**

A. There is hereby created a Union Business Leave Bank that shall be administered by the State with a monthly report of the balance and withdrawals provided to the Union. The Bank shall be established by a transfer, upon written authorization from the member, of seven and one-half (7.5) hours of personal leave from each new bargaining unit member. As a condition of employment such bargaining unit members shall donate seven and one-half (7.5) hours of personal leave when the bargaining unit member's balance is at least seven and one-half (7.5) hours or more and such leave shall be transferred to the Bank.

In addition, any bargaining unit member at his/her option may transfer personal leave in one (1) hour increments to the Bank. Transfers may be made at any time during the duration of the Agreement with no maximum limit on the number of increments except that a bargaining unit member may not transfer more increments of personal leave than are posted to the member's personal leave balance at the time of authorization. The bargaining unit member's leave balance will be reduced by the amount of leave transferred to the Bank.

B. Leave assessments from new bargaining unit members to the unit and donated personal leave will be converted to its dollar value at the rate of pay of the bargaining unit member from whom the leave was received. Those dollars (with benefit costs) shall be placed in the Union Business Leave Bank. When business leave is used in accordance with the other provisions of this Section, dollars will be withdrawn from the Union Business Leave Bank equal to the hourly rate (with benefit costs) of the bargaining unit member utilizing the leave times the hours of leave taken.

C.

1. Withdrawal requests from the Bank will be for purposes of compensation of bargaining unit members for absences due to contract negotiations and formulation, meetings, conventions, training sponsored by the Union, attendance at arbitration or other hearings as witnesses for the Union, and other like purposes as may be determined by the Union. Requests for withdrawals from the Bank shall be made only by the Business Manager of the Union or such other person as designated by the Union to the appropriate Departmental Officer with a copy to the Director of the Division of Labor Relations on forms mutually agreed to by the parties. The original leave slip shall be presented to the Union by the bargaining unit member and must accompany all requests for withdrawal from the Bank. All personal leave transferred to the Bank is final and not recoverable for recredit to an individual's personal leave account.

2. The purposes listed in C.1 shall first be met through use of the Union Leave Bank. Should there be insufficient money available through the leave bank, the Employer shall approve personal leave or leave without pay for purposes listed in C.1.

D.

1. The release of bargaining unit members for Union Business Leave shall be handled on the same basis as release from duty for personal leave. Such approval shall not be unreasonably withheld by the

supervisor. The Union may authorize business leave in excess of regularly scheduled hours; however, excess business leave hours will not be included for the purpose of calculating overtime.

2. In instances of contract negotiations and other highly critical matters of long duration, the Employer agrees that every reasonable effort will be made to release bargaining unit members from their duties; however, the parties recognize that a situation may develop such that a bargaining unit member may not reasonably be released.

E. When a seasonal employee participates in contract negotiations and formulation, meetings, conventions, training sponsored by the Union, attends an arbitration or other hearing as a witness for the Union, and other like purposes, as may be determined by the Union, while on seasonal leave without pay, the employee will be entitled to Business Leave.

The Union will record the hours spent on these activities, When the employee returns to pay status, the Union will authorize withdrawal from the Business Leave Bank the appropriate number of hours, through the usual means. These hours will be placed in the employees personal leave account.

#### **26.09 Donations of Personal Leave.**

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

A. Each member wishing to donate personal leave will fill out, date and sign a leave slip showing the amount of leave to be donated subject to a minimum of two (2) hours. The leave slip will have written along the bottom, or in the space provided, "Leave donated to (employee name, social security number)."

B. ~~The recipient's Union will be responsible for gathering all leave donations to be forwarded to the Division of Finance for processing. Leave donations will be posted by the Division of Finance to the recipient's account during the pay period in which received (1 through 15, or 16 through the end of the month) for use from that pay period forward. Donations shall not be posted for use in a pay period prior to that in which received. Donors will submit leave slips to the Division of Personnel and Labor Relations Payroll Supervisor for 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 as needed. Donations will not be posted for use in a pay period prior to that in which received. Once an employee returns to work, if after three pay periods in which the donee does not require the use of donated leave, the leave donated and not used by the donee shall be returned to the donor. A report of those who requested and received donated leave, as well as the hours used will be generated and electronically sent to the Union every pay period.~~

C. ~~The Division of Finance- Employer~~ 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 three hundred (300) hours during the life of the current Agreement. Donated leave may not be used until all accrued personal and medical leave have been exhausted.

D. 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

except as provided under Article 26.09.C. Leave donations will not reduce the mandatory leave usage requirements established in the Collective Bargaining Agreement. Upon the death of a member, any unused donated leave shall be paid in cash to the member's beneficiaries at the member's annualized hourly rate.

#### **26.10 Court Leave.**

A leave eligible member who is called to serve as a juror or subpoenaed as a witness shall be entitled to court leave. Court leave shall be supported by written documents such as subpoena, marshal's statement of attendance, and compensation for services, per diem and travel. Members shall turn over to their employing departments all moneys received from the court as compensation for service and in turn shall be paid their current salary while on court leave. Leave eligible members who work the graveyard or swing shifts shall be placed on day shift for the day or duration of the time they are scheduled to appear, whichever is longer, provided the Employer receives twenty-four (24) hours notice.

#### **26.11 Military Leave.**

A. A leave eligible member who is a member of a reserve or auxiliary component of the United States Armed Forces, including the organized militia of Alaska, consisting of the Alaska National Guard, the Alaska Naval Militia, and the Alaska State Defense Force, is entitled to a leave of absence without loss of pay, time or performance rating without regard to other compensation earned during that period on all days during which the member is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction, or when under direct military control in the performance of a search and rescue mission. The leave of absence may not exceed sixteen and one-half (16.5) working days in any leave year.

B. A leave eligible member who is required to report for a military physical examination is entitled to a leave of absence without loss of pay, time or performance rating. The leave of absence shall not exceed three (3) working days.

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

D. For purposes of other military leave benefits that may be authorized pursuant to AS 39.20.345, the parties agree to accept the terms, conditions, exclusions and changes of Administrative Order 213.

#### **26.12 Family Leave.**

Qualified members may be granted Family Leave. When taking Family Leave, a qualified member must exhaust all accrued personal leave, medical leave and donated leave before entering leave without pay except that a member may elect to retain up to thirty-seven and one-half hours of personal leave in his or her leave account for use upon return from leave taken under this provision. When taking leave due to pregnancy, childbirth, foster care placement or adoption, the leave entitlement must be taken consecutively.

The period for utilizing Family Leave entitlements shall commence with the first day of Family Leave. A member may be required to recertify the qualifying reason for remaining on Family Leave. A member may be required to provide a fit-for-duty statement prior to returning to work.

#### **26.13 Emergency Leave Bank.**

The Emergency Leave Bank is created for the use of employees as long as they qualify for FMLA or AFLA and whose personal or annual leave balance is less than seventy-five (75) hours.

A. Eligibility. An employee may elect to contribute an amount of leave to be determined by the Union, but not to exceed seven and one-half (7.5) hours annually to the Emergency Leave Bank. New employees may elect to contribute seven and one-half (7.5) hours of leave by notifying the Union during the first thirty (30) days of employment. The Union will notify the State of a new employee's election to contribute within forty-five (45) days of employment. Those employees who have contributed during the current year are eligible for participation in the plan. The contribution shall occur automatically through payroll deduction either during the first thirty (30) days of each leave year or during the first forty-five (45) days of employment for new employees. Any member may change their election by informing the Union in writing within thirty (30) days following November 1 of each year. The Union will provide the State a list each pay period of new employees who elect to contribute to the Bank. The Union will provide the State of Alaska's Division of Finance with a list of employees who wish to change their election on the first working day after November 30 of each year. This list will include the employee's name and either their Social Security number or their Employee ID number. All leave donated to the Bank shall remain the property of the Bank.

B. Contributions.

1. The leave donated to the Bank will be cumulative from year to year.
2. An employee who leaves State service may elect to donate up to five (5) days of accumulated leave to the Bank.
3. The Union may decide to forgo the annual contribution by members at the beginning of a leave year. It will notify the State in writing by December 10 of such a decision.

C. Administration.

1. The Emergency Leave Bank will be administered by the State with a monthly report of the balance, contributions, and withdrawals provided to the Union. Requests for withdrawals from the Bank will be made only by the Business Manager of the Union or such other person as designated by the Union to the appropriate Departmental Officer with a copy to the Director of the Division of Labor Relations on forms mutually agreed to by the parties. The original leave slip will be presented to the Union by the bargaining unit member and must accompany all requests for withdrawal from the Bank.
2. Leave assessments from bargaining unit members will be converted to its dollar value at the rate of pay of the bargaining unit member from whom the leave was received. Those dollars (with benefit costs) shall be placed in the Emergency Leave Bank. When emergency leave is used in accordance with the provisions of this Article, dollars will be withdrawn from the Emergency Leave Bank equal to the hourly rate (with benefit costs) of the bargaining unit member utilizing the leave times the hours of leave taken.
3. Withdrawals from the Emergency Leave Bank will be for the benefit of bargaining unit members in accordance with the Emergency Leave Bank policy and procedures as determined by the Union.
4. If an emergency leave request is not received within five calendar (5) days after the end of the pay period in which it occurred, the State will deduct accrued leave from the member's bank/s. If the Union submits an emergency leave request within thirty (30) calendar days of the end of the pay period in which the leave occurred, the State will process the emergency leave

requests and reinstate an equal amount to the employee's annual/personal leave bank. However, no other retroactive adjustments will be made, including but not limited to: leave accruals, merit anniversary dates, and health insurance. This will only apply if the employee had enough annual/personal leave in his/her bank to cover the absence. No adjustments will be made for periods of leave without pay.

D. Utilization.

The release of bargaining unit members under the provisions of this Article shall be handled on the same basis as release from duty for personal leave. Such approval will not be unreasonably withheld by the supervisor.

The State will consider exigent circumstances for granting emergency leave upon request of the Union.

**26.14 Other Approved Absences.**

Upon application and approval of the appointing authority, a bargaining unit member may be granted leave of absence without pay. Such leave shall not normally exceed twelve (12) continuous months. Continuous service credit shall not accrue during the period of leave. Approval of said leave of absence shall not be unreasonably withheld.

Except as otherwise provided herein, the provisions of Appendix B will be in effect and it is hereby incorporated by reference.

**26.15 Leave Anniversary Date.**

The leave anniversary date must be moved one (1) month later for each twenty-three (23) days of leave without pay in a leave year.

**26.16 Time Off to Vote.**

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

State  
1/30/13  
12:00

**ARTICLE 27 - Shift Assignment**

TA MS  
2/28/13  
3-55  
JD

- A. Hours of Operation.
  - 1. Hours of operation shall be established by the Employer.
  - 2. The Employer will notify the Union prior to implementing any large scale change in the hours of operation.
- B. Shift Assignments.
  - 1. Shift assignments shall be made in accordance with the needs of the Employer.
  - 2. Seniority shall be considered in assigning employees to desired shift assignments. For purposes of this Article, seniority means continuous length of service in the job class.
  - 3. Neither permanent assignments nor temporary reassignments shall be used as a means of disciplining bargaining unit members. The parties acknowledge that changes in assignment may be appropriate as part of a corrective or investigatory action.
- C. Alternative Workweeks.
  - 1. A four (4) day workweek or other form of alternative workweek schedule may be established by written mutual agreement of the Employer and the Union, the terms of which schedules shall be set forth in letters of agreement.
  - 2. All letters of agreement establishing alternative workweek schedules in effect on the date of signing of this Agreement shall be automatically cancelled ninety (90) days after signing unless specifically renewed or renegotiated.
- D. Flexible Work Hours.
  - 1. Upon employee request, flexible work hours may be established by the commissioner of the employing department.
  - 2. The commissioner or the commissioner's designee shall be the approving authority for bargaining unit member requests for flexible work hours.
- E. Shift bidding procedures may be established for a particular work site by letter of agreement between the Employer and the Union.
- F. Nothing in this Article precludes temporary reassignment of a bargaining unit member because of illness, vacation, emergency, training, orientation, or similar causes.
- G. A bargaining unit member may trade shifts with another bargaining unit member provided prior approval has been secured from the supervisor of the work being performed. The bargaining unit member is responsible for accounting for shifts "traded" and "paid back." The Employer will pay the member scheduled to work for the actual hours worked on the shift.
- H. Split Shifts. The Employer agrees that bargaining unit members will not be scheduled to work split shifts except in those instances where there is no reasonable alternative.

**ARTICLE 28 - Equipment and Clothing [TA'd]**

- A. The Employer shall not require bargaining unit members to furnish their own tools or work implements in order to perform state work.
- B. The Employer shall provide uniforms to all bargaining unit members required to wear such prescribed apparel. A uniform is defined as a set of wearing apparel required by the Employer to be of a specific color and style.

ARTICLE 29 - Safety and Health

State  
2/28/13  
3:54

**29.01 Safety Equipment.**

It shall not be a violation of this Agreement nor grounds for discipline or dismissal if a bargaining unit member refuses to work on an unsafe job, provided the job is found to be unsafe by the Alaska Department of Labor. Any safety equipment required by the Division of Labor Standards and Safety regulations to make a job safe shall be supplied by the Employer. The Employer shall abide by the Division of Labor Standards and Safety regulations. Disciplinary action shall not be taken under this Section until the Department of Labor has made a finding on safety. If the Department of Labor finds the job to be safe and subsequent disciplinary action is taken, the bargaining unit member shall have recourse to the applicable complaint or grievance-arbitration procedure.

TA  
NS  
20

**29.02 Monitored Health Program.**

- A. The Employer agrees to inform bargaining unit members of identified hazards with which they may come in contact in accordance with the applicable regulations of the Alaska Department of Labor.
- B. The parties recognize that certain bargaining unit members may, in the regular performance of their duties, come in contact with pathogenic, carcinogenic and toxic substances or with infectious blood or body fluid borne diseases. When a qualifying bargaining unit member provides proof of having undergone an annual physical and including a copy of the insurance explanation of benefits (EOB), the Employer will reimburse that bargaining unit member one hundred and five dollars (\$105.00). Claim for reimbursement will be made in any twelve (12) month period. No more than one (1) such reimbursement will be made in any twelve (12) month period.

**29.03 Injury in the Line of Duty**

An injury leave account shall be maintained by the Employer which is designated specifically to finance the member's contribution necessary to maintain their base salary under the Worker's Compensation Act and benefits. In a case where an employee is injured as a direct physical assault in the course of performance of the employee's duties which causes him/her to be unable to perform his/her duties, and which qualifies for Worker's Compensation, the following plan will apply.

**A. Injury Leave Account**

- 1. For the life of this Agreement, at the first pay period following July 1 the Employer shall contribute eight (8) dollars per employee per year to the Injury Leave Account.
- 2. At the end of the fiscal year, the Injury Leave Account shall be audited by the Employer and the funds remaining in the account will be carried forward to the next fiscal year. Upon completion of the audit, a copy shall be provided to the Union.

**B. Use of Injury Leave.**

- 1. Subject to availability of funds, an employee who suffers a workplace injury which is the result of a physical assault will be granted paid leave of absence up to a maximum of one thousand (1000) hours during the term of the Agreement. If the employee's absence from regularly scheduled work due to injury is more than one thousand (1000) hours, payment for that absence shall be made solely as prescribed in the Worker's Compensation Act and personal leave provisions of this Agreement. The application and interpretation of the provisions of the Worker's Compensation Act are not subject to the grievance provisions of the Agreement.
- 2. The Employer need not require a physician's statement in cases when an employee suffers a workplace injury which is the result of a physical assault and results in the employee's absence from regularly scheduled work for three (3) days or less.

3. Employee wage compensation received by the employee under the Worker's Compensation Act must be submitted to the State.

C. Qualifications for Leave.

An injured employee is not qualified for leave unless a request is made in writing from the Business Manager of the Union to the Commissioner of Administration no later than ten (10) calendar days from the date the assault occurred, and the injured employee has not previously exhausted the maximum paid leave period for injury leave under these provisions.

D. Assignments to Work.

A member may be assigned to work at the discretion of the state providing such work does not adversely affect the injury.

ARTICLE 30 - Travel, Per Diem and Moving

State  
2/12/13  
1:53

30.01 Except as specifically provided in this Article, travel, per diem and moving allowances shall be paid in accordance with the provisions of the Alaska Administrative Manual in effect on the date of travel and shall not be less than the amounts specified in the AAM in effect on June 30, 2010, or the Federal rate when traveling out of Alaska, whichever is higher.

TA 3/19/13  
3:24 pm NS  
SU

30.02 Bargaining unit members traveling on official State business in locations where commercial lodging is available, who choose not to utilize that commercial lodging, but rather obtain noncommercial lodging, shall be provided a lodging allowance of thirty dollars (\$30.00) per day for periods of thirty (30) days or less.

30.03 Duty Station.

A. Neither an employee's duty station nor the employee shall be transferred unless such transfer is in the best interest of the State. Prior to approving any requests for involuntary transfers, the Director of the Division of Personnel shall request and consider the comments of the Union.

Disputes arising over involuntary transfers shall enter the Grievance Procedure at Step Three, and if not resolved at that level, the parties agree to expedite arbitration. No such transfer shall be considered permanent until the arbitration step is completed.

The provisions of this Section do not apply to office closures and office relocations.

B. The Employer shall make every effort to give the employee at least ninety (90) calendar days notice prior to the effective date of the transfer. Employees shall be given sixty (60) calendar days notice prior to transfer, or be entitled to sixty (60) days short-term per diem for the difference.

ARTICLE 31 - STATE-OWNED/CONTROLLED HOUSING

State  
3/13/13  
10:17

The Employer shall continue to provide State-owned housing to members of the bargaining unit in the same manner that it did on June 30, 1999.

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

TA NS  
3/14/13  
3:25 pm  
JD

**31.1 Factors to be Used in Determining Rent.**

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

1. Rental Base: The typical rent for an unfurnished unit in Anchorage with a particular number of bedrooms.
2. Facility Condition: The index of facility condition in terms of "Good," "Fair," or "Poor."
3. Adjusted Rent: The figure derived from application of the facility condition index to the rental base. The adjusted rent figure will be used for the calculation of the amenities lacking and the imposition-on-privacy deductions.
4. Required-to-Live: A deduction of 25 percent allowed for protection of property or for the convenience of the State where applicable.
5. Imposition-on-Privacy: A deduction of 10 percent of the adjusted rent allowed for the use of a portion of the facility for State business if applicable.
6. Amenities Lacking: Percentage of the adjusted rent to be deducted due to lack of fire and/or police protection.
7. Geographical Differential: The coefficient used to adjust an Anchorage-based rent to a level appropriate for a specific location outside of Anchorage. See Section 9 for list of coefficients by election district.
8. Travel Allowance: Deduction allowed for locations involving unusual transportation costs.

**31.2 Rental Formula.**

The rental formula is as follows:

(((RB x CI) - (AL + IP)) GDF) - TA) RTL + UC = FCR

Or calculated FCR is:

RB  
x CI  
Subtotal 1

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

Subtotal 2
x GDF
Subtotal 3
Subtotal 3
- TA
Subtotal 4
Subtotal 4
x RTL
Subtotal 5
Subtotal 5
+ UC
FCR

GDF is the geographical differential factor for a particular location.

CI is the facility 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 .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:

A. Twenty-five percent of employee's gross income (standby and overtime compensation excluded) as an employee of the State of Alaska; or

B. "FCR" resulting from exercise of formula.

### **31.3 Rental Base Schedule.**

Bargaining Unit members living in State-owned or State controlled housing on or before June 30, 2013 shall continue to pay rent at their current rate in effect on June 30, 2013.

Bargaining Unit members hired on or after July 1, 2013 will pay the following rates:

ALL TYPES OF STRUCTURES	NUMBER OF BEDROOMS			
	0	1	2	3 or more
FY 2014	\$626	\$726	\$886	\$1351
FY 2015	\$726	\$826	\$1036	\$1492

#### 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 will be compensated for by application of the "condition index."

#### **31.4 Facility Condition.**

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

- A. "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.
- B. "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.
- C. "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.

#### **31.5 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 25 percent is allowable. In no case will the total deductions reduce the rental base more than 50 percent.

#### **31.6 Imposition on Privacy.**

In cases where the head of a department requests the use of a portion of the facility for the purpose of accommodating official visitors, for use as office space, or for the general convenience of the public, a deduction of 10 percent of the adjusted rent is allowable. Only one (1) deduction is allowed per agency per location. In no case will the total deductions reduce the rental base more than 50 percent.

#### **31.7 Amenities Lacking.**

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

#### **31.8 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.

<u>Distance in miles, one (1) way for surface travel or air travel if surface travel not available</u>	<u>Maximum monthly deduction</u>
<u>Less than 10 miles</u>	<u>No deduction</u>
<u>10 but less than 20</u>	<u>\$ 15.00</u>
<u>20 but less than 30</u>	<u>25.00</u>
<u>30 but less than 40</u>	<u>35.00</u>
<u>40 but less than 50</u>	<u>45.00</u>
<u>50 but less than 60</u>	<u>55.00</u>
<u>60 but less than 70</u>	<u>65.00</u>
<u>70 but less than 90</u>	<u>80.00</u>
<u>90 but less than 110</u>	<u>95.00</u>
<u>110 and more miles</u>	<u>110.00</u>

For purposes of calculating a deduction under this Section, an established community is a population center offering the minimal community services listed below on a year-round basis, or alternatively, approximately the same seasonal basis as the occupancy of the State rental quarters under consideration. Conformity with this definition, without regard to population size or other criteria is the sole basis for identification of an established community.

<u>SERVICES</u>	<u>MINIMUM</u>
<u>Medical</u>	<u>Physician, one (1) dentist</u>
<u>Educational</u>	<u>Public elementary and high school (unless transportation is provided without charge, to a borough, or district school)</u>
<u>Shopping</u>	<u>Grocery, drugs, clothing, hardware and general household needs</u>
<u>Religious</u>	<u>Congregation of two (2) faiths, or denominations</u>
<u>Public Transportation</u>	<u>Connection with at least one (1) major town or city by Common carriers (i.e., trucking, airport, bus)</u>

In no case will total deductions reduce the rental base more than 50 percent.

### **31.9 Geographical Differential Factors.**

Note: These ratios are derived from AS 39.27.020 and will be adjusted as required in accord with Article 21.03.

### **31.10 Utility Charge.**

The utility charge will be ~~one hundred and fifty-eight dollars (\$158.00)~~ two-hundred and fifty dollars (\$250) per month for all units.

### **31.11 Mobile Home Pad Rental Rate.**

The rental rate for mobile home pads will be fixed at one hundred and ~~forty-two~~ seventy-five dollars (~~\$142.00~~) (\$175) a month and is not subject to reduction or increase by geographic differential.

### **31.12 Damage Deposit.**

A damage deposit of ~~two hundred and fifty dollars (\$250.00)~~ equal to the first month's rent is required for each unit. This deposit is refundable in full or part based on the condition of the unit, allowing for reasonable wear and tear, at the time of final inspection.

**31.13 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.

**31.14 Payroll Deductions/Disputed Amounts.**

Rent and utilities will 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 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.

**31.15 Bunkhouse Rental Rates.**

The standard bunkhouse room rental rate will 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.

**31.16 Pet Limitation.**

Employee occupants who own pets will 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. The number of pets shall be limited to two (2). Ownership of kennels, dog teams, livestock, horses and other exotic pets is prohibited on State-owned or State-controlled premises. Owners of pets are responsible and liable for injury, damage or loss caused by their pets.

State  
1/9/13  
1:59 pm

ARTICLE 32 - Parking

TA  
2/12/13  
NS  
3:29  
JD

- A. The Employer shall make a good faith effort to make parking facilities available to bargaining unit members. It is the parties's intent to ensure that all parking spaces available to classified employees of the executive branch not specifically dedicated to a particular use by law, regulation, or Collective Bargaining Agreement will be available to bargaining unit members in proportion to the number of bargaining unit members at a location or facility.
- B. Handicapped Parking. Every effort will be made to provide reserved parking spaces for bargaining unit members who are handicapped with respect to walking capability. If spaces are available, they will be assigned as close to the member's working area as practicable.
- C. The Union will be consulted regarding any large-scale change in the number and location of bargaining unit spaces.
- D. Where headbolt heater outlets are physically present in the parking spaces made available under A and B, bargaining unit members shall be permitted to use such outlets at no cost and under the conditions as designated by the Employer, consistent with specific Environmental Protection Agency (EPA) or local jurisdiction standards, where existing.

The Employer is under no obligation to install, or to require installation of, headbolt heater outlets where none exist.

- E. In accordance with the provisions of Article 7, the parties agree to establish Labor-Management Committees to be charged with making recommendations to the Commissioner of the Department of Administration regarding parking issues in Juneau and Anchorage. After recommendations for Juneau and Anchorage are submitted to the Commissioner, the Committee shall consider recommendations for additional sites identified by the Committee as having parking issues.

JD: continue to hear  
about parking issues  
in Juneau.

State  
1/8/13  
2:11 PM  
TA 2/28/13  
NS 4:00  
TA 00

**ARTICLE 33 - Protection of Rights**

**33.01 Illegal Work.**

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

**33.02 Revocation of Licenses.**

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

**33.03 Stolen or Damaged Property.**

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

**33.04 Repayment for Damaged Property.**

When property damage occurs which in the Employer's opinion is chargeable to a bargaining unit member, the member shall be notified before any action is taken against the bargaining unit member. A bargaining unit member shall have recourse through the grievance or complaint procedure as applicable beginning with Step Three or the Commissioner of the Department of Administration.

**33.05 Overpayments.**

Overpayments will be collected in accordance with the Alaska Administrative Manual, Section 330.010-050.

Overpayments discovered after one (1) year from the time the overpayment was made will be forgiven by the Employer, unless the overpayment was the result of fraud, deception, or the employee's negligence.

All disputes regarding the recovery of overpayments of compensation or other benefits covered by this agreement shall enter the grievance or complaint procedure, as applicable, at Step Two or with the head of the employing agency or department respectively.

**33.06 Mandatory Alcohol and Drug testing**

Before the State implements any testing program affecting Bargaining Unit Members not already in effect on the date of the signing of this Agreement, the parties agree to meet and confer on issues including the following:

- 1. The reasons why the Employer intends to implement the testing program; and
- 2. What testing procedures the Employer intends to use to ensure the confidentiality, reliability and integrity of the results.

State  
1/8/13  
2:14 pm

ARTICLE 34 - Examination of Records

**34.01 Member Review.**

A bargaining unit member shall have the right to examine his/her official personnel files, including the supervisor's working file and departmental personnel file. The location of all files containing personnel records shall be made known to a bargaining unit member or Union Representative upon request. Reasonable requests for copies of material contained in personnel files will be honored. The parties recognize which it may become necessary to charge for copies provided beyond one (1) copy of each document during any twelve (12) month period at the rate of ten cents (\$.10) per page.

TA NS  
3/5/13  
10:22  
JD

**34.02 Union Review.**

Union Representatives may examine a bargaining unit member's official personnel file, including the supervisor's working file and the departmental personnel file, upon submission to the Employer of the bargaining unit member's written permission to do so. The Employer shall make available original or copies of the original records for examination by the Union Representative at the place where the records are kept.

**34.03 Secret Files.**

No secret files shall be kept on any bargaining unit member.

**34.04 Confidential Information.**

- A. The Union agrees that all nonpublic personnel information (per AS 39.25.080) provided to them by the Employer shall be used only for purposes related to the execution of the Agreement; and that the Union shall be responsible for the protection and security of information provided.
- B. The Employer may conduct confidential investigations into alleged misconduct by bargaining unit members.

**34.05 Subpoenaed Records.**

If a court of competent jurisdiction subpoenas a bargaining unit member's official personnel record in conjunction with a lawsuit in which the Employer believes the bargaining unit member's conduct was within the scope of his or her authority and did not constitute willful misconduct or gross negligence as outlined in Article 36, the Employer agrees to make a good-faith effort to notify the bargaining unit member, unless prohibited by law.

DC:  
more employees  
complaining about  
supervisory file not  
being available

State  
2/29/13  
3:59  
TA NS  
TAPD

ARTICLE 35 - Educational Advancement and Training

- A. Bargaining Unit Member Initiated Requests.
1. Reimbursement for all or part of costs incurred for career improvement training or education, including professional seminars, conferences, speaking engagements and other professional development opportunities, may be obtained, provided it is job related, has prior written approval of the Employer, and the Employer determines that fiscal resources are available.
  2. Career improvement training or education of ten (10) working days or less duration shall normally be at no loss of annual leave or pay. Courses extending more than ten (10) working days are subject to cooperative Employer-bargaining unit member financial and leave arrangements, which may include the retention of accrued leave when approved by the Employer.
  3. The Employer's prior written approval is required and shall specify the reimbursement and leave terms and amounts.
- B. The Employer agrees that, when practicable, it will develop "in-house" training and encourage on-the-job training and cross-training. Assignment of such training opportunities will be made as equitably as possible within fiscal and staff limitations.
- C. The Employer agrees to designate a resource person in each department or division who shall be available for contacts regarding current job training opportunities. The Union shall be provided with a list of those designated as resource persons. The department or division resource person is encouraged to use email, bulletin boards and flyers for the broadest dissemination of training opportunities.
- D. In order to encourage bargaining unit members to seek additional education and/or specialized training, the Employer agrees that when operationally practicable the Employer will continue to make necessary adjustments to the member's work schedules to permit attendance for educational pursuits, or to pursue recurring licensing/certification requirements of their job classification.
- E. Requests for leave without pay for educational pursuits may be made according to the provisions of Article 25.07.
- F. The parties recognize that some work assignments may represent training and enhance advancement opportunities. The parties agree that such work assignments will be based on the needs of the Employer and made in a manner that provides opportunities to bargaining unit members based on merit.

Union 10/23/12

11:04 am

ARTICLE 36 - Legal Indemnification

- A. For purposes of this Article, "Employer" means the State of Alaska or designated representative of the State or an agency of the State. If the Employer determines that a bargaining unit member did not engage in conduct beyond the scope of the bargaining unit member's authority or which constituted willful misconduct or gross negligence in the performance of the bargaining unit member's duties, upon request the Employer agrees to provide for the legal defense of the bargaining unit member in any civil legal action brought against the bargaining unit member as a result of the performance of the bargaining unit member's duties.
- B. The bargaining unit member 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 bargaining unit member. The summons and complaint shall accompany the request. The postmark on the bargaining unit member's request shall be accepted as the date of 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.
- C. The Employer shall have the right to determine which attorney shall represent the bargaining unit member. If the bargaining unit member objects to the attorney provided by the Employer, the bargaining unit member may request that the Employer appoint another attorney. The bargaining unit member may make only one (1) such request.
- D. If the Employer determines that the bargaining unit member did not engage in conduct beyond the scope of the bargaining unit member's authority or which constituted willful misconduct or gross negligence, the Employer agrees to compensate the bargaining unit member at the bargaining unit member's normal rate of pay including per diem without loss of any benefits or seniority to the bargaining unit member; upon a reasonable showing by the bargaining unit member of need, an absence from work will be allowed to prepare the bargaining unit member's case for negotiation or trial. The Employer also agrees to pay any judgment rendered against the bargaining unit member if the Employer has provided legal services to the bargaining unit member pursuant to this Article.
- E. The Employer may undertake the defense of a bargaining unit member pursuant to this Article with reservation. If the Employer has provided legal services under reservation, the obligation to pay a judgment against the bargaining unit member is not operative until final determination is made by the Employer of the bargaining unit member's eligibility for legal services under this Article. If the Employer has undertaken the defense of a bargaining unit member with reservation, and if a court of competent jurisdiction deems that the bargaining unit member acted beyond the scope of the bargaining unit member's authority or with willful misconduct or gross negligence, then the Employer has no liability whatsoever to the bargaining unit member 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 bargaining unit member as in any other instance where the court determines that the bargaining unit member acted beyond the scope of the bargaining unit member's authority or with willful misconduct or gross negligence.
- F. Consistent with past practice, decisions of the Employer pursuant to this Article shall not be subject to the grievance-arbitration procedures.

TA NS  
2/28/13  
3:57 pm  
JD

State  
1/30/13 4:25  
TA  
NS JD

**ARTICLE 37 - Conclusion of Collective Bargaining**

- A. This Agreement is the entire agreement between the Employer and the Union. The parties acknowledge that they have fully bargained with respect to all terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior agreements and understandings either verbal or in writing except as provided at B below, and concludes collective bargaining for the duration of this Agreement.
- B. Letters of Agreement or other contract modifications in effect at the time of signing of this agreement shall remain in effect for the duration of this Agreement unless cancelled under their own terms or by mutual agreement.
- C. Prior to enacting any change in the terms and conditions of employment as established by a specific provision of this Agreement, the Commissioner of the Department of Administration shall obtain the agreement of the Union in the form of a letter of understanding or agreement. Prior to enacting any change in any mandatory subject of bargaining which is not established by a specific provision of this Agreement and which was not a subject of a negotiations proposal, the Union shall be notified in advance of the proposed change thereby enabling them to negotiate on that change.

State  
1/30/13 4:27,  
TA NA [Signature]

**ARTICLE 38 - Savings and Separability**

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

State  
1/30/13 9:26  
TA NS JP

**ARTICLE 39 - Superseding Effect of this Agreement**

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

State  
1/30/13 4:2

TA NS

ARTICLE 40 - Legislative Action

A. The parties acknowledge that implementation of the monetary terms of this Agreement is subject to AS 23.40.215. The Employer shall submit the required legislation at the earliest possible date and both parties shall support its passage. If the Legislature fails to fund the monetary terms of the Collective Bargaining Agreement in any year of the contract, the parties agree to reenter negotiations for a period of ten (10) days. At the end of the ten (10) day period it will not be a violation of Article 5.01.A of this Agreement if the Class Two and Class Three Union members conduct a strike vote.

If the bargaining unit members vote to strike, all of the provisions of Article 5 are waived immediately.

B. The Employer shall be held free of penalty pay or other punitive action for the ninety (90) day period following the date funds become available subsequent to legislative appropriation for the funding of this Agreement, except those payments which would have been required under the predecessor agreement.

C. The parties agree that this Article is not intended to interrupt, change, or amend the Class One, Two, or Three bargaining unit members collective bargaining rights established by AS 23.40.070 et. seq.

State  
1/30/13 4:2

**ARTICLE 41 - Printing of this Agreement**

The parties agree that no later than thirty (30) days after the execution of this Agreement representatives of the Employer and the Union will meet and mutually agree on the format, size, and specifications of the final written Agreement.

The Employer shall print or be responsible making the Agreement available on the State's website within ninety (90) days of the signing of the Agreement. The Union will be responsible for distribution of the copies to its membership and all such copies may be distributed during working hours.

TA NS  


1/30/13 4:31 p  
TA NS  
JD

ARTICLE 42 – Duration of Agreement

This agreement shall become effective July 1, ~~2010~~2013, and shall remain in effect until June 30, ~~2013~~2016. Either party may give written notice during the period ~~October-September 1~~ through ~~October-September 30~~31, ~~2012~~2015, of its desire to negotiate a new agreement. Negotiations shall commence on or between ~~December-October 1~~, ~~2012-2015~~ and ~~December-October 31~~, ~~2012~~2015.

For the State of Alaska:

For ASEA/AFSCME Local 52:

~~Annette Kreitzer~~ Becky Hultberg, Commissioner  
Department of Administration

Jim Duncan  
Business Manager/Chief Spokesperson

Date

Date

Nicki Neal, Director  
Division of Personnel & Labor Relations

Valerie Kenny, President  
ASEA/AFSCME Local 52

Bargaining Team Members:

Bargaining Team Members:

Nancy Sutch, Chief Spokesperson

~~Chris Smith~~ John White, Central Member

Tom Nelson

~~Kevin Mayer~~ Steve Oswald, Rural Member

Teri Hill

Chris Lyou Charles Stewart, Class 1 Member

Benthe Merti-Posthumus

~~Pam Chatham~~ Lauri Harlan, Bush Member

Shawn Alexander John Bennett, Northern Member

Larry Owen, Southeast Member

Steve McCombs, Seasonal Member

Team Alternates:

~~Sue Layton~~ Ken Cramer, Central

~~Steve Oswald~~, Rural

Katie Sullivan, Class 1

~~Lauri Harlan~~ Pam Chatham, Bush

~~Jerry Seplanda~~ Shawn Alexander, Northern

Nadine Lefebvre, Southeast

~~Diana Thomas~~ Jason Jordet, Seasonal



Official Business

# Alaska State Legislature

House of Representatives

Office of the Chief Clerk

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

March 14, 2013

## MEMORANDUM

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

FROM: Suzi Lowell, Chief Clerk *by lle*

SUBJECT: Monetary Terms of Agreement between the State and APEA

The attached Monetary Terms of Agreement between the State and the Alaska Public Employees Association (APEA) was referred to the Finance Committee during floor session today.

Attachment as noted:



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

**Department of Administration**

BECKY HULTBERG, COMMISSIONER

10th Fl. State Office Building  
PO Box 110200  
Juneau, AK 99811-0200  
Main: 907.465.2200  
Fax: 907.465.2135  
[www.doa.alaska.gov](http://www.doa.alaska.gov)

13  
March 12, 2013

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

Dear Speaker Chenault:

I am required by the Public Employment Relations Act (AS 23.40.070-260) to report the monetary terms of any agreement reached with an employee organization. By copy of my memorandum to Karen Rehfeld, Director of the Office of Management and Budget (enclosed), please accept my report of the monetary terms of the collective bargaining agreement reached, between the State and the Alaska Public Employees Association (APEA). The monetary terms of this agreement must be submitted to the Legislature for approval pursuant to AS 23.40.215.

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

Sincerely,

A handwritten signature in black ink that reads "Becky Hultberg".

Becky Hultberg

Enclosure

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



THE STATE  
of **ALASKA**

GOVERNOR SEAN PARNELL

**Department of Administration**

BECKY HULTBERG, COMMISSIONER

10th Fl. State Office Building  
PO Box 110200  
Juneau, AK 99811-0200  
Main: 907.465.2200  
Fax: 907.465.2135  
www.doa.alaska.gov

# Memorandum

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

**From:** Becky Hultberg, Commissioner *BH* Phone: 465-2200

**Date:** March 13, 2013

**Subject:** Monetary terms of the July 1, 2013 to June 30, 2015 Collective Bargaining Agreement between the State and the Alaska Public Employees Association, Supervisory Bargaining Unit.

The Administration has concluded the negotiations process with the Alaska Public Employees Association, Supervisory Bargaining Unit. **If approved by the Legislature, unless otherwise specified, the monetary terms of this agreement become effective July 1, 2013 and remain in effect through June 30, 2015.**

*ref. to  
FIN*

## I. Terms Requiring Appropriation.

### Current Legislative session

Effective July 1, 2013, the Employer's health insurance contribution will increase by an amount of money not exceeding that necessary to maintain the Select Benefits Default/Economy Plan. This amounts to an increase of \$59.00 per month, per member.

Effective July 1, 2013, the wage schedule in effect on June 30, 2012 will increase by 1%.

Effective July 1, 2013, Employee life insurance coverage was increased from \$2000 to \$10,000 and employee accidental death while in state travel status was increased from \$100,000 to \$200,000.

Effective July 1, 2013, employees in the public safety or transportation agency designated as a current authorized State Emergency Response Team (SERT) members receive a pay differential of 5% of their base wage for all hours in work status.

Effective July 1, 2013, the definition of hazard pay has been expanded to include members piloting low altitude aircraft (excluding pilot job classifications).

- 9.38 hours per pay period if the member has more than ten (10) but less than fifteen years of service.
- 11.25 hours per pay period if the member has more than (15) years of service.

Effective July 1, 2013, members employed before July 1, 2013, will receive, upon reaching their 15<sup>th</sup> year of service, 7.5 hours credit to their leave balance each year to be used as a floating holiday.

Effective July 1, 2015, pay increments will decrease from 3.75 % to 3.25% of the employee's base salary.

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: The Honorable Mike Chenault, Speaker of the House, Alaska State Legislature  
The Honorable Charlie Huggins, Senate President, Alaska State Legislature  
All Commissioners  
All Administrative Services Directors  
Scot Arehart, Director, Division of Finance, Department of Administration  
  
Nicki Neal, Director, Division of Personnel and Labor Relations,  
Department of Administration



## Memorandum

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

**From:** Becky Hultberg, Commissioner *BH* Phone: 465-2200

**Date:** March 13, 2013

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Effective July 1, 2013, the definition of hazard pay has been expanded to include members piloting low altitude aircraft (excluding pilot job classifications).

## **Future Legislative Sessions**

Effective July 1, 2014, the Employer's health insurance contribution will be the amount of money that is necessary to maintain the Select Benefits Default/Economy Plan.

Effective July 1, 2014, the wage schedule in effect on June 30, 2013 will increase by 1%.

Effective July 1, 2015, the Employer's health insurance contribution will be the amount of money that is necessary to maintain the Select Benefits Default/Economy Plan.

Effective July 1, 2015, the wage schedule in effect on June 30, 2014 will increase by 2.5%.

## **II. Change in State Revenues.**

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

## **III. Change in Productive Work Hours.**

Effective July 1, 2013, qualifying categories of use of Incidental Flex Time is limited and can only be used when accrued flex time credit, if any, is exhausted. Employees eligible for flex time credit will accrue credit retroactive to 40 hours of work in a week. Employees may accrue and carry forward a maximum of 200 flex time credit hours year to year.

Effective July 1, 2013, employee compensatory time may accumulate a balance up to a maximum of 240 hours at any one time.

## **IV. Terms addressing employee compensation, not requiring appropriation.**

Effective July 1, 2013, personal leave accrual for members is capped at 1,000 hours. Mandatory leave usage is increased to 75 hours annually for those holding under 400 hours of personal leave. Members holding over 400 hours of personal leave are exempt from the cap; however, their mandatory annual usage is 112.5 hours.

Effective July 1, 2013, personal leave accrual for bargaining unit members hired into state service after July 1, 2013 will decrease as follows:

- 6.56 hours per pay period if the member has zero (0) to two (2) years of service.
- 7.50 hours per pay period if the member has more than two (2) but less than five (5) years of service.
- 8.44 hours per pay period if the member has more than five (5) but less than ten (10) years of service.

- 9.38 hours per pay period if the member has more than ten (10) but less than fifteen years of service.
- 11.25 hours per pay period if the member has more than (15) years of service.

Effective July 1, 2013, members employed before July 1, 2013, will receive, upon reaching their 15<sup>th</sup> year of service, 7.5 hours credit to their leave balance each year to be used as a floating holiday.

Effective July 1, 2015, pay increments will decrease from 3.75 % to 3.25% of the employee's base salary.

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: The Honorable Mike Chenault, Speaker of the House, Alaska State Legislature  
The Honorable Charlie Huggins, Senate President, Alaska State Legislature  
All Commissioners  
All Administrative Services Directors  
Scot Arehart, Director, Division of Finance, Department of Administration  
  
Nicki Neal, Director, Division of Personnel and Labor Relations,  
Department of Administration

APEA/SOA Collective Bargaining Agreement – 2013 Bargaining

- Article 1 – Definition of Terms – Book
- Article 2 – Recognition – Book
- Article 3 – Statement of Policy and Purpose – Book
- Article 4 – Merit Principles – Book
- Article 5 – Management Rights – Book
- ...
- Article 7 – Employer/APEA Responsibilities – Book
- Article 8 – Labor-Management Committees – Book
- ...
- Article 10 – Complaint – Grievance – Arbitration – Book
- Article 11 – Protection of Rights – Book
- Article 12 – Legal Assistance – Book
- Article 13 – Conditions – Book
- Article 14 – Parking – Book
- Article 15 – Time off to Vote – Book
- Article 16 – Tools, Uniforms, and Safety – TA'd
- ...
- Article 18 – Recruitment – Book
- Article 19 – Positions, Classifications, and Reclassifications – Book
- Article 20 – Educational Advancement and Training – TA'd
- Article 21 – Examination of Records – Book
- Article 22 – Emergency Personnel – Book
- Article 23 – Supervisory Responsibilities – Book
- ...
- Article 27 – Travel, Per Diem, and Moving – Book
- ...
- Article 30 – Discipline and Notification – Book
- Article 31 – Availability of Parties to Each Other – Book
- Article 32 – Conclusion of Collective Bargaining – Book
- Article 33 – Superseding Effect of this Agreement – Book
- Article 34 – Conditions not Specifically Covered – Book
- Article 35 – Savings Clause – Book
- Article 36 – Legislative Action – Book

Jim Pacheco  
TA  
2/28/13

TA KD  
2/28/13

APEA/SOA Collective Bargaining Agreement – 2013 Bargaining

Article 37 - Legal Trust Fund - TA'd

Article 38 - State-Owned/Controlled Housing - Book

Article 39 - Printing of Agreement - Book

Article 40 - Duration of Agreement - Book with dates changed accordingly

Appendix A

Appendix B

Appendix C

Appendix E - Replacement of existing worksheets with attached

**ASSIGNMENT to ALTERNATE WORK SCHEDULE**  
 Pursuant to Appendix E  
 of the  
**BARGAINING AGREEMENT**  
 between the  
**STATE OF ALASKA**  
 and the  
**Alaska Public Employees Association/AFT**  
 representing the Supervisory Unit

Department/Division: \_\_\_\_\_ Duty Station: \_\_\_\_\_

It is agreed between the parties that the provisions of Appendix E, the Alternate Workweek Master Agreement, Schedule 1, shall apply to the following bargaining unit member:

PCN	Employee Name	Employee ID#	Job Classification

The two-week work schedule shall consist of eight 8.5-hour days and one 7-hour day for a 75-hour work period. Each work week must have 37.5-hours designated. The workweek begins on

\_\_\_\_\_ at \_\_\_\_\_ and ends on \_\_\_\_\_ at \_\_\_\_\_  
 (day) (24-hour time) (day) (24-hour time)

The regularly scheduled days and hours are as follows (day of week top row/hours worked bottom row):

									Total
RDO	RDO								37.5
									Total
RDO	RDO						RDO		37.5

Management reserves the right to alter this schedule, when necessary, to meet the business needs of the workplace with consideration of the employee's needs, in accordance with the collective bargaining agreement.

This assignment shall be effective on Monday, \_\_\_\_\_ and shall remain in effect through \_\_\_\_\_ (no later than June 30, 2016). Either party may cancel upon fifteen calendar (15) days written notice, with concurrent notice to the Payroll Services Manager. In the event of cancellation, the affected employee shall return to a normal work schedule in the first week following the required notice period.

**APPROVALS:**

\_\_\_\_\_  
 Member's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Supervisor's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 DOP&LR Payroll Services Manager (or designee)

\_\_\_\_\_  
 Date

cc: APEA/AFT (via email scan or facsimile)

**ASSIGNMENT to ALTERNATE WORK SCHEDULE**  
 Pursuant to Appendix E  
 of the  
**BARGAINING AGREEMENT**  
 between the  
**STATE OF ALASKA**  
 and the  
 Alaska Public Employees Association/AFT  
 representing the Supervisory Unit

Department/Division: \_\_\_\_\_ Duty Station: \_\_\_\_\_

It is agreed between the parties that the provisions of Appendix E, the Alternate Workweek Master Agreement, Schedule 2, shall apply to the following bargaining unit member:

PCN	Employee Name	Employee ID#	Job Classification

The work schedule shall consist of four consecutive days within the defined workweek which begins on Sunday at midnight and ends the following Sunday at midnight. No single day may be scheduled to exceed ten (10) hours.

The regularly scheduled days and hours are as follows:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
							37.5

Management reserves the right to alter this schedule, when necessary, to meet the business needs of the workplace with consideration of the employee's needs, in accordance with the collective bargaining agreement.

This assignment shall be effective on Monday, \_\_\_\_\_ and shall remain in effect through \_\_\_\_\_ (no later than June 30, 2016). Either party may cancel upon fifteen calendar (15) days written notice, with concurrent notice to the Payroll Services Manager. In the event of cancellation, the affected employee shall return to a normal work schedule in the first week following the required notice period.

**APPROVALS:**

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
DOP&LR Payroll Services Manager (or designee)

\_\_\_\_\_  
Date

cc: APEA/AFT (via email scan or facsimile)

TA KD  
2/28/13

## STATE PACKAGE PROPOSAL #2

February 28, 2013

Article 6 – Contracting Out

→ same as State Package Proposal Dated 2/28/13

Article 9 – Security of the Parties

→ same as State Package Proposal #2 Dated 2/27/13

Article 17 – Layoff\*

→ same as State Package Proposal #2 Dated 2/27/13

Article 24 – Wages → see attached

Article 25 – Overtime, Recall, and Standby

→ same as State Package Proposal #2 Dated 2/27/13

Article 26 – Holidays – BOOK

Article 28 – Health and Security

→ same as State Package Proposal #2 Dated 2/27/13

Article 29 – Leave

→ same as State Package Proposal #2 Dated 2/27/13

\*Although the language could fit in Article 25 it fits better in Article 17.

Sum Package  
TA

28 Feb 13

7

ARTICLE 24 - WAGES

*Handwritten:* Jha 2/29/17

*Handwritten:* TAD 2/29/17

**24.1 Wages.**

1. Effective July 1, ~~2013~~ 2010, the wage scales in effect on July 1, ~~2012~~ 2009, will increase by 1%. The wages in effect on July 1, ~~2012~~ 2009 are noted in the Division of Finance Web site.
2. Effective July 1, ~~2014~~ 2011, the wage scales in effect on July 1, ~~2013~~ 2010, will increase by 1%.
3. Effective July 1, ~~2015~~ 2012, the wage scales in effect on July 1, ~~2014~~ 2011, will increase by 2.5 1%.

NOTE: Wage tables (Overtime ineligible and Overtime eligible) can be found at the Division of Finance website:

<http://fin.admin.state.ak.us/dof/payroll/index.jsp>

**24.2 Pay Increments**

For the first two years of this contract ~~P~~pay increments, computed at the rate of 3.75% of the employee's base salary, shall be provided after the employee has remained in the final steps within the given range 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 "acceptable or better."

Beginning July 1, 2015, ~~P~~pay increments, computed at the rate of ~~3.75~~ 3.25% of the employee's base salary, shall be provided after the employee has remained in the final steps within the given range 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 "acceptable or better."

If a pay increment is delayed due to an untimely performance evaluation, upon receipt of the evaluation with an annual rating of "acceptable or better", the pay increment will be granted retroactive to the employee's pay increment anniversary date (i.e., the date on which the employee had served two years in either the final merit step or the previous pay increment).

**24.3 Geographic Differentials**

The following pay differentials are approved as an amendment to the basic pay plan provided for in Section 24.1.

Duty Station	Percentage Above Basic Pay Plan for Fiscal Year 11	Percentage Above Basic Pay Plan for Fiscal Year 12	Percentage Above Basic Pay Plan for Fiscal Year 13
Anchor Point	0%	0%	0%
Anchorage	0%	0%	0%
Anchorage Intl. Airport	0%	0%	0%
Aniak	30%	40%	50%
Anvik	30%	40%	50%
Auke Bay	0%	2%	5%
Barrow	42%	46%	50%
Bethel	38%	44%	50%

CampCarroll	0%	0%	0%
Cantwell	30%	0%	0%
ChenaRiver	4%	3%	3%
Chignik	27%	39%	50%
Chitina	11%	0%	0%
ColdBay	27%	39%	50%
Cordova	11%	11%	11%
Craig	0%	0%	0%
Crown Point	0%	0%	0%
Deadhorse	42%	46%	50%
Delta Junction	16%	0%	0%
Denali	0%	0%	0%
Dillingham	27%	32%	37%
Douglas	0%	2%	5%
DutchHarbor	27%	44%	60%
Eagle	4%	0%	0%
EagleRiver	0%	0%	0%
Eielson AFB	4%	3%	3%
Elfin Cove	5%	0%	0%
Elmendorf AFB	0%	0%	0%
Emmonak	30%	40%	50%
Fairbanks	4%	3%	3%
FingerLake	0%	0%	0%
FortRichardson	0%	0%	0%
FortWainwright	4%	3%	3%
FortYukon	42%	37%	37%
Galena	30%	34%	37%
Girdwood	0%	0%	0%
Glennallen	11%	0%	0%
Gustavus	5%	0%	0%
Haines	5%	0%	0%
HardingLake	4%	3%	3%
Homer	0%	0%	0%
Hoonah	5%	0%	0%
Juneau	0%	2%	5%
Kenai	0%	0%	0%
Ketchikan	0%	0%	0%
King Cove	27%	39%	50%
King Salmon	27%	39%	50%
Klawock	0%	0%	0%
Kodiak	9%	11%	11%
Kotzebue	42%	51%	60%
Kulis ANG Base	0%	0%	0%
MackenziePoint	0%	0%	0%
Matanuska	0%	0%	0%
McGrath	30%	34%	37%
MountEdgecumbe	0%	5%	5%
Nancy	0%	0%	0%
Nenana	20%	0%	0%
Ninilchik	0%	0%	0%
Nome	34%	37%	37%
Palmer	0%	0%	0%

Pelican	5%	0%	0%
Petersburg	0%	0%	0%
Port Moller	27%	39%	50%
Saint Marys	30%	40%	50%
Sand Point	27%	39%	50%
Seward	0%	0%	0%
Sitka	0%	5%	5%
Skagway	5%	0%	0%
Soldotna	0%	0%	0%
Sterling	0%	0%	0%
Sutton	0%	0%	0%
Talkeetna	0%	0%	0%
Tazlina	11%	0%	0%
Tenakee Springs	0%	0%	0%
Tok	16%	0%	0%
Unalakleet	34%	42%	50%
Unalaska	27%	44%	60%
Valdez	11%	11%	11%
Wasilla	0%	0%	0%
Whittier	11%	0%	0%
Willow	0%	0%	0%
Wrangell	0%	0%	0%
Yakutat	5%	0%	0%
Outside Alaska			0%

In the event that a Bargaining Unit Member's duty station is not included in the above table, the Director of the Division of Personnel & Labor Relations shall determine the appropriate geographic differential for that member.

Where a Bargaining Unit Member's geographic differential is lowered during the term of the Agreement, the salary of the affected Bargaining Unit Member will be frozen for so long as they remain at their current duty station or until salary increases or changes in the Bargaining Unit Member's position result in the member receiving a higher salary than the frozen amount.

- A. In those instances where a geographic differential was lowered effective ~~January 1, 1987~~ July 1, 2011, the salaries of affected Bargaining Unit Members except in the case of a demotion, will be frozen for so long as they remain in their current geographic differential area, or until salary increases or changes in the Bargaining Unit Member's position result in the member receiving a higher salary than the frozen amount. In the case of a demotion, the member's geographic differential will be frozen at the rate in effect prior to implementation of the study.
- B. In the event AS 39.27.020 "Pay step differentials by election district and in other states" is amended, modified or abolished, the provisions of AS 39.27 regarding pay step differentials as so amended, modified or abolished will replace Article 24.3 Geographic Differentials on the effective date of the changes with the following exceptions.

In those instances in which the geographic differential of a current Bargaining Unit Member is lowered by incorporation of the provisions of AS 39.27 under this section, the salaries of affected Bargaining Unit Members (except in cases of demotion) will be frozen for the life of the Agreement so long as they remain in their current geographic differential area, or until salary increases or changes in the Bargaining Unit Member's position result in the Member

receiving a higher salary than the frozen amount. In the case of a demotion, the Member's geographic differential will be frozen for the life of the Agreement at the rate in effect prior to incorporation of the provisions of AS 39.27 into this Agreement.

- C. Effective July 1, 2007, when a subordinate employee in the same geographic location as their supervisor is paid a geographic differential, other than statutory Alaska residency differential provided pursuant to AS 23.240.210 (a), the geographic differential specified in the subordinate's collective bargaining agreement shall be applied to the supervisor.
- D. Effective July 1, 2008, employees whose duty station is Spring Creek Correctional Center (SCCC) and who supervise a member of the Alaska Correctional Officers Association (ACOA) shall, upon the completion of one (1) consecutive year worked, be paid the equivalent of one (1) step above the earned step on the applicable salary schedule.

Employees whose duty station is SCCC and who supervise a member of the ACOA shall, upon the completion of two (2) consecutive years worked, be paid the equivalent of two (2) steps above the earned step on the applicable salary schedule. Employees who have earned placement at the final step in the range shall receive the equivalent of the appropriate step increase established above.

Employees who are reclassified or accept a promotion, demotion, or other personnel action that results in a change of position shall be returned to the earned step prior to determining step placement in the new classification or position.

#### **24.4 Swing and Graveyard Shift Differentials.**

- A. All Bargaining Unit Members who work a "swing" shift beginning between 12:00 noon and 7:59 p.m. are entitled to a 3.75 percent increase over their basic salary as established by this Article for all hours worked in each such shift.
- B. All Bargaining Unit Members who work a "graveyard" shift beginning between 8:00 p.m. and 5:59 a.m. are entitled to a 7.5 percent increase over their basic salary as established by this Article for all hours so worked in each such shift.
- C. All Bargaining Unit Members who work a shift originally assigned to another Bargaining Unit Member will be paid the appropriate shift differential that the other Bargaining Unit Member would have been paid.
- D. Except in emergencies, a Bargaining Unit Member's shift will not be changed without at least five (5) working days notice prior to the effective date of the change.

#### **24.5 Weekend Differential Pay for Nurses.**

Effective July 1, 2008, overtime eligible Class One Nurses working in institutions with continuous operations shall be paid a premium of one dollar (\$1.00) per hour for each hour worked on the calendar days of Saturday and Sunday. Any partial hour worked shall be in fifteen (15) minute increments. The Employer shall include this type of differential pay in the computation of overtime.

Overtime ineligible Class One Nurses working in institutions with continuous operations shall receive this differential only when scheduled to work on the calendar days of Saturday and Sunday and these days fall within their normal 37.5 hour workweek.

#### **24.6 Hazard Pay.**

- A. Effective the date this Agreement is signed, all Bargaining Unit Members who are required to work under dangerous conditions will receive hazard pay of 7.5 percent in four (4) hour

increments so worked.

Dangerous conditions will be defined as working at heights more than twenty-five (25) feet above the ground on towers, bridgework or antennas and handling explosives so designated by the Employer, transportation by and working under a helicopter, working from or piloting low-altitude, light fixed-wing aircraft (except pilots job classifications) and underwater diving.

- B. Effective July 1, 1984, employees not covered by the Peace Officers' Retirement System whose duties necessitate a significant amount of field work, travel, or exposure to hazardous working conditions will receive hazard pay on an hour-for-hour basis except when performing any duty that may be enumerated in paragraph 24.5.A.

The parties understand and agree that this is intended to apply to those positions that would have qualified under the standards found at 2 AAC 30.010 as published in Register 81, April 1982.

#### **24.7 Hourly Wages.**

- A. Hourly rates may be computed from the semi-monthly rates established in Section 24.1.A and may be paid accordingly. Hourly rates will be computed by the following formula:

Hourly Rate:  $(\text{Semi-monthly rate} \times 24) / (\text{No. of hours per workweek} \times 52)$

- B. Should the Employer institute a statewide biweekly pay period the salaries in Section 24.1.A will be computed by the following formula:

Biweekly Rate: Hourly rate x 75.

#### **24.8 General Pay Administration.**

- A. **Beginning Salary:** The minimum rate of pay in the assigned salary range for a class will normally be paid upon initial appointment or hire. Any exception in the bargaining unit will require the prior approval of the Director of the Division of Personnel. All exceptions will be based on the following:
1. Advance step pay because of the exceptional qualifications of the appointee.
  2. Advance step pay in classes specifically designated in writing by the Director of the Division of Personnel as being classes where recruitment is exceedingly difficult.
- B. **Rehire Employees:** If a current employee, eligible for rehire, is reappointed to a class or to a parallel class with prior approval of the Director of the Division of Personnel under Section 18.8 in which the employee previously held permanent or probationary status, the appointing authority may make the appointment at the same step in the salary range for the class that the employee occupied before separation, provided that the rehire occurs within a period of two (2) years. If appointed above the beginning step of the range, the employee's merit anniversary date will be the sixteenth (16th) of the month following completion of one (1) year of service after rehire.

Pursuant to Section 18.8, if a current employee is rehired with prior approval of the Director of the Division of Personnel in a lower class in the same class series, the employee may be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable State service or at such other step approved in advance by the Director of the Division of Personnel.

- C. **Promoted Employees:**

1. An employee who has served one-half (1/2) or more of the time required to be considered for the next step increase will, upon promotion to a position in a higher salary range in the bargaining unit, be placed at Step A of the higher range or such other step as will provide an increase of three (3) steps, whichever is greater.
2. An employee who has served less than one-half (1/2) of the time required to be considered for their next step increase will, upon promotion to a new position in a higher salary range in the bargaining unit, be placed at Step A of the higher range or such other step as will provide an increase of two (2) steps, whichever is greater.
3. If a Bargaining Unit Member in frozen pay status is promoted to a higher job class, the promotion will result in, at a minimum, a one (1) step real increase in compensation.
4. A promoted employee entering the new range at a service step will be treated as if that increment had been earned in the new range and granted further increments accordingly.
5. The promoted employee's entitlement to a two (2) step or three (3) step increase upon promotion will be determined in accordance with Sections 24.7.C.1 and C.2. The step on the salary schedule that represents a two (2) or three (3) step increase, as appropriate, will be located on the promoted employee's former salary schedule. The employee will enter the new range at that step on the Supervisory schedule. When there is no match, the employee will be placed at the next higher step on the Supervisory schedule or at Step A, whichever is greater. If Labor, Trades and Crafts, the following formula will be used to determine the step increase: Hourly Wage x 81.25 = Semi-monthly Salary. This salary will be matched to the closest step, but not less than the current wage under the LTC agreement, in the new range and then the rules outlined in Sections 24.7.C.1 and C.2 will be followed.
6. Acting in a Higher Range: Any employee assigned in writing by his or her supervisor the full duties of a specific position in a higher range than the employee's own for more than 15 calendar days will, retroactive to the first (1st) day, be paid at the step of the higher range that would be appropriate in case of promotion. Upon commencement of full duties in the employee's regular position, the employee will return to the normal rate of pay.

After sixty (60) calendar days in such status, the Division of Personnel will be notified of the anticipated duration of the "acting" appointment.

It will not be a violation of this Agreement, nor cause for disciplinary action, should an employee decline to accept a prior written delegation of authority. Employees will be informed of the likely length of a delegation of authority at the time it is offered.

The parties agree and understand that employees assigned to act in a higher range pursuant to this section are entitled to leave benefits at the employee's normal rate of pay.

NOTE: For purposes of this subsection, Step means both service steps and performance steps.

- D. Transferred Employee: An employee transferred from one (1) position to another position assigned to the same pay range and meeting the provisions of Section 18.10, will be appointed at the same step rate held prior to transfer and the employee's merit anniversary date will remain unchanged. Those moving to a position at the same pay range but not considered as a transfer will have a new probationary period and merit anniversary date and the step in the range will remain unchanged.

## E. Demotions

1. Demotions: An employee who is demoted for just cause will enter the new range at no less than the step occupied in the higher range or such higher step as may be determined by the Director of the Division of Personnel.
2. Voluntary Demotions: An employee who receives a voluntary demotion will be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable State service, or at such higher step that may be determined by the Director of the Division of Personnel. An employee who receives a voluntary demotion except through reclassification will continue to receive salary, performance and service step increases received by other employees.

## F. Reallocation of Position or Class

1. The merit anniversary date and salary step assignment of an employee whose position is reallocated from one class to another class at the same salary range will remain unchanged.
2. An employee occupying a position that is assigned to a lower pay range or reallocated to a classification that carries a lower pay range and who continues in the same position will be treated as follows:
  - a. If the employee's current salary is the same as any merit step in the new range, the employee will enter the new range at that step.
  - b. If the employee's current salary falls within the lower range, but between merit steps, the employee's salary will remain frozen until that employee's next merit anniversary date at which time that employee will be placed at the next higher step.
  - c. If the employee's current salary exceeds the maximum of the new range, it will remain frozen until it is the same as any step or falls between steps that appear on the salary schedule at the lower range, whichever is earlier. Salaries that are frozen will not be subject to any salary increase including contractually negotiated adjustments or cost-of-living adjustments to the salary schedule. Provided however, that for purposes of this paragraph employees whose positions are subject to a reallocation from one class to another may not be paid at a service step unless they have earned such step in the class occupied prior to the reallocation action or until said step is earned in the class to which the position was reallocated. Time served at Step F or a service step of the higher range will be counted as time served at Step F or a service step of the lower range.
3. Reclassification
  - a. If an employee is reclassified to a higher salary range based upon the work already being performed, the merit anniversary date and the step placement of the employee(s) in positions subject to the action will remain unchanged, unless the provisions of 24.8.C result in a higher increase, in which case the terms of 24.8.C will apply. However, if the terms of 24.8.C do apply, the employee will receive a new merit anniversary date in accordance with the Collective Bargaining Agreement.
  - b. If an employee is reclassified to a higher salary range based upon the work that they have not already been performing, their step placement will be determined in

accordance with Article 24.5.C, General Pay Administration. Employees that are at the final step or a pay increment will retain their pay increment at the new range, but will be required to serve two years before being eligible for the next pay increment. Effective July 1, 2015, employees that are at the final step or a pay increment will retain their pay increment at the new range, but will be required to serve five years before being eligible for the next pay increment.

G. Appointments to a Position in a Lower Job Classification Not in the Same, Parallel, or Closely-Related Class: An employee who is appointed to a position in a lower job classification not in the same, parallel or closely-related class series shall be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable State service. The employee shall serve a new probationary period in the lower class and shall have a new merit anniversary date established. This does not preclude an employee from receiving an advanced step placement based on creditable State service should the employee meet the established criteria.

#### **24.9 Pay Procedures**

- A. Frequency of Pay Day: As soon as is feasible, payday shall be on a bi-weekly basis with direct deposit on Thursday or Friday. Until such time, pay day will be the 15th and the last day of the month. If pay day falls on Saturday, Sunday or a holiday, the last working day before such Saturday, Sunday or holiday will be pay day. The parties recognize that conversion to the bi-weekly pay schedule may require a subsequent letter of agreement.
- B. Method of Receiving Payment:
1. Bargaining Unit Members will normally receive their pay at work. Bargaining Unit Members who are not at work by reason of being on leave or by being on travel status for a period anticipated to be five (5) working days or less following payday will be considered to have been paid timely if they received their pay on their first day back to work after such payday. In cases where anticipated leave or travel status exceed five (5) days it will be the responsibility of the Bargaining Unit Member to make alternate pay arrangements prior to departure.
  2. Bargaining Unit Members may elect to have checks mailed to their homes or banks. Said election will be in writing by the Bargaining Unit Member.
  3. Bargaining Unit Members may elect to receive their pay via direct deposit to participating institutions. Direct deposit will be requested and accomplished in accord with the procedures established by the Division of Finance, Department of Administration.
- C. Itemized Deductions: The Employer will itemize all deductions on paychecks so Bargaining Unit Members can clearly determine the purposes for which amounts have been withheld.
- D. Pay Shortages
1. The Employer will verify pay shortages exceeding twenty (20) dollars within five (5) working days following the receipt of a dated and written complaint by the Bargaining Unit Member. In the event that a pay shortage is determined to exist, the Employer will issue payment for the shortage within ten (10) working days of the date of verification. Verified pay shortages of less than twenty (20) dollars will be paid on the Bargaining Unit Member's next regularly scheduled paycheck.
  2. Should the Employer go to a two (2) week pay system the following pay shortages system will be in effect:
    - a. The Bargaining Unit Member will notify the Employer of the pay shortage in writing

within two (2) working days. The Employer will verify the pay shortage within three (3) working days from the time of notification. In the event that a pay shortage is determined to exist, the Employer will correct the pay shortage on the next regularly scheduled paycheck.

- b. Should the Bargaining Unit Member not notify the Employer in writing as stipulated in 24.8.D.2.a the pay shortage procedure in 24.8.D.1 will be in effect.
- E. Termination Pay. When a Bargaining Unit Member is separated from State service, their wages, less terminal leave and retirement contributions, become due immediately and will be paid during business hours no later than the ~~fourth~~third working day after termination. Personal leave becomes due and payable within thirty (30) days after separation from State service. Personal leave will be calculated using the total number of accrued unused personal leave hours converted to the employee's hourly rate of pay on the date of separation.
- F. Overpayments discovered after one (1) year from the time the overpayment was made will be forgiven by the Employer, unless the overpayment was the result of fraud, deception, or the employee's negligence.
- G. In the event a Bargaining Unit Member's check is not received and a reissue request has been submitted by the Bargaining Unit Member, the Employer will issue the replacement check within five (5) calendar days.

#### **24.10 Sea Duty.**

##### **A. Definitions**

1. "Sea Duty" in this Agreement means a period longer than twenty-four (24) hours during which a Bargaining Unit Member is engaged aboard a vessel and is living aboard a vessel (i.e., eating, sleeping, and working) while the vessel is away from the Bargaining Unit Member's port of engagement. The vessel will normally provide permanent and reasonable facilities for two (2) or more, including cabin, bunks, stove, cooking facilities, marine sanitation device, and fresh water.
2. "Shore Duty" in this Agreement is that time worked on shore while the vessel is tied up at a port.
3. "Port of engagement" in this Agreement means the place at which a Bargaining Unit Member is, at the direction of the Employer, engaged aboard a vessel.

##### **B. Sea Duty Pay. This Section will apply to Bargaining Unit Members who are assigned to Sea Duty for more than twenty-four (24) consecutive hours.**

1. Bargaining Unit Members on Sea Duty will be assigned an uninterrupted sleep period of eight hours in each 24 hours.
2. An uninterrupted meal period of not less than one-half or more than one hour will be allowed for each meal, not to exceed three (3) meals per day.
3. The hourly rate of pay while assigned to Sea Duty will be computed by the following:

Semi-monthly salary x 0.00424 = Sea Duty Hourly Rate of Pay  
(Earning matrix 0.344 x annualized hourly rate x hrs reported)

4. All hours of Sea Duty will be considered hours worked, therefore on:
  - a. Regular Duty Day: the Bargaining Unit Member will be paid eight (8) hours at the straight rate and sixteen (16) hours at the time and one-half (1-1/2) rate of Sea Duty Hourly Rate of Pay; and
  - b. Regular Day Off (6th and 7th day) and Non-Floating Holiday: the Bargaining Unit Member will be paid eight (8) hours at the time and one-half (1-1/2) rate and sixteen (16) hours at the double time rate of the Sea Duty Hourly Rate of Pay.
5. The normal accrual rates for personal leave and credit for nonfloating holidays will not be changed by this section.
6. Sea Duty Hourly Rates of Pay will not be used in the computation of overtime rates when the Bargaining Unit Member is not assigned to Sea Duty. Overtime pay during a workweek that includes Sea Duty will be paid on the basis of the work performed during the overtime hours in accordance with 29 C.F.R. Sec. 778.419.

#### **24.11 Supervisory Differential.**

The Association may request the Director of the Division of Personnel to review a Supervisor's salary range placement when it believes that one of the employee's subordinates in the classified service is paid at the same or a higher salary range. In cases where the supervisor's subordinate is paid on a salary schedule that does not use the same salary range numbers, the entry level step of the subordinate's salary range will be compared against the entry level step (A step) of the supervisor's salary range. If that step is the same as, or higher than, the supervisor's, the provisions of this article shall apply. The necessity of adjustment will be at the sole discretion of the Director and applied consistent with AS 39. If an adjustment is necessary, the Supervisor's salary shall be increased one range at the same step earned prior to the adjustment, and continue to advance steps based on performance incentive or service steps. The Director shall make every effort to respond to such requests within thirty (30) calendar days of receipt, but in no case shall such salary range placement be retroactive.

#### **24.12 Department of Corrections Step Adjustment**

Bargaining Unit Members in the Department of Corrections who are assigned to the position of Assistant Correctional Superintendent, Superintendent, Correctional Officer IV, Assistant or Deputy Director, or Farm Manager will be paid the equivalent of one step above the earned step on the applicable salary table. The earned step will not be moved forward due to the step adjustment; the merit anniversary or service step date, whichever is applicable, will not be affected.

#### **24.13 Monetary term implementation or application**

For purposes of monetary term implementation, effective dates referenced above, or references in any other provision of the agreement, do not serve as a basis for retroactive implementation or application to any monetary terms in the agreement absent a ratified and approved successor agreement before July 1, 2013~~40~~. In the absence of a ratified and approved agreement before July 1, 2013~~40~~, monetary term implementation or application dates will be established by mutual agreement of the parties.

#### **24.14 SERT Premium Pay**

All members within the public safety or transportation agency who are designated as current, authorized SERT members shall receive a pay differential of 5% of their base wage for all hours in work status.

ARTICLE 6 - Contracting Out

Handwritten initials and date: "JW 2/28/13" with a checkmark.

Handwritten initials and date: "TAKD 2/28/13".

**6.01 Feasibility Studies.**

- A. The Employer has the right at all times to analyze its operation for the purpose of identifying cost-saving opportunities and, improved service, and other productive purposes.
- B. Decisions to contract out shall be made only after the affected agency has conducted a written feasibility study determining the potential costs and benefits that would result from contracting out the work in question. ~~The Employer agrees to notify the Union within one (1) week of its decision to initiate a feasibility study. The study shall include all costs associated with contracting out the work in question including, but not limited to, wages, benefits, administrative costs, agency overhead, program supervision, and audits. The study shall similarly determine the costs of performing the work with Bargaining Unit Members. Notice to the Union shall include both the job classifications and work areas affected.~~
- C. ~~Notification to the Union of the results of the feasibility study will include all statistical and analytical information which the Employer will consider in making its decision regarding contracting out the work, including but not limited to the total cost savings the Employer anticipates.~~
- D.
  - 1. The Employer shall notify the Union of its final decision regarding contracting out.
  - 2. If the Employer decides to contract out and such contracting out will result in the direct displacement of employees, the Employer shall provide the Union with no less than thirty (30) calendar days notice that it intends to contract out bargaining unit work. The notification by the Employer to APEA/AFT of the results of the feasibility study will include all information upon which the Employer based its decision to contract out the work, including but not limited to the total cost savings the Employer anticipates.
  - 3. The Union may then submit an alternate plan that is to include potential costs and benefits. During this thirty (30) day calendar period the Employer shall not release any bids and APEA/AFT shall have the opportunity to submit an alternate plan that will be given fair consideration by the Employer. During this thirty (30) calendar day period, the Union shall have the opportunity to discuss the placement of affected employees.
- E. No employees shall be laid off and their work contracted out ~~unless the feasibility study shows that contracting out would cost the Employer less~~ without meeting provision 6.01.A above.

**6.02 Effect on Employees.**

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

**6.03 Compliance**

- A. Upon request to the issuing agency, APEA/AFT is entitled to receive a copy of any audit performed on any State contract.

In those instances where a contract has been issued under the provisions of section 6.01 which directly results in the displacement of Bargaining Unit Members, APEA/AFT may request that one cost effectiveness audit be performed during the life of this Agreement. The State agrees to fund all costs associated with such audit.

ARTICLE 9 - SECURITY OF THE PARTIES

*Handwritten:* JTC  
29 JAN 13

**9.1 Agency Shop.**

- A. It is recognized that APEA/AFT owes the same responsibilities to all Bargaining Unit Members and is to provide benefits and services to all Bargaining Unit Members whether or not they are members of APEA/AFT. All Bargaining Unit Members will, as a condition of continued employment, either become a member of APEA/AFT and pay APEA/AFT dues or pay an agency fee to APEA /AFT equal to the amount certified by the Association Business Manager to be necessary to reimburse the Association for the expense of representing the members of the bargaining unit. Payment of APEA /AFT dues will commence no later than thirty (30) calendar days after the date of hire. The Association agrees to provide its agency fee payers with procedural protections meeting or exceeding the requirements set out in *Chicago Teachers Union v. Hudson* 475 U.S. 292.310, 106 S. Ct. 1066, 1078 (1986) ("Hudson") for the assessment of service fees: an adequate explanation of the basis for the fee, a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision-maker, and an escrow for the amounts reasonably in dispute while such challenges are pending.
- B. Persons to be employed in the bargaining unit in Juneau, Anchorage and Fairbanks will be notified by the Employer at the time of hire that they have ten (10) working days to report to the local APEA/AFT Office to be advised of their agency shop obligations under this Agreement. The Employer will not sign up new hires for APEA/AFT agency fees or membership dues. The Bargaining Unit Member will report to the local APEA/AFT Office on the employee's own time.
- C. Upon request by APEA/AFT, a Bargaining Unit Member who has been employed for more than thirty (30) calendar days and who is not complying with the agency shop provisions of this Agreement will be terminated by the Employer, provided that the following actions have occurred:
1. The APEA/AFT will notify the Bargaining Unit Member of the amount of money that he/she is in arrears. The notice will inform the Bargaining Unit Member of impending discharge if the full amount owed is not paid to the APEA/AFT within fifteen days after receipt of the notification. A copy of the notification will be mailed simultaneously to the Division of Labor Relations.
  2. The APEA/AFT will tender to the Division of Labor Relations a written request for the termination of the Bargaining Unit Member on the basis that the Bargaining Unit Member has not complied with the agency shop provisions of the Agreement within the time period specified in 9.1.A, in that he/she has not paid the arrearage and has not documented that the money is not owed. The Association Business Manager will provide the Director of the Division of Personnel copies of documents showing the Association's compliance with paragraph A. for agency fee payers.
- D. Bargaining Unit Members who choose to change their status from APEA/AFT member to agency fee payer may do so after giving 30 days notice to APEA/AFT. However, the agency fee payers who wish to change their status to APEA/AFT member may do so immediately upon notification to APEA/AFT.

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E. The State will furnish to the APEA/AFT Headquarters Office a report showing all personnel transactions adding Bargaining Unit Members to or deleting Bargaining Unit Members from the unit. Such reports will be furnished on a weekly basis and not later than the week following the week in which the information is received by the Division of Finance. APEA/AFT specifically agrees that all information provided will be used only for purposes related to the execution of the Agreement, that APEA/AFT will be responsible for the protection and security of information provided and that APEA/AFT will assume all liability that may result from any improper disclosure or use by APEA/AFT of information provided.

F. The Employer will neither interfere with nor support APEA/AFT in its discipline of the members of this bargaining unit. This provision will not relieve the Employer of its responsibility to terminate Bargaining Unit Members for nonpayment of APEA/AFT agency fees, initiation fees or membership dues.

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

H. The provisions of this section are effective prospectively from the date of signing of this agreement.

### **9.2 No Strike or Lockout, Picket Lines**

A. APEA/AFT agrees that during the life of this Agreement, APEA/AFT, its agents or its Bargaining Unit Members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sick-out, refusal to work, picketing or strike against the Employer.

~~B. If a picket line is established and sanctioned by APEA/AFT and officially announced by the Business Manager, it will not be a violation of this Agreement and it will not be cause for discipline or discharge in the event a Bargaining Unit Member refuses to enter upon any property involved in such a primary labor dispute or refuses to go through or work behind any such primary line, including primary picket lines at the Employer's place of operation. The provisions of this paragraph do not apply to those class one Bargaining Unit Members described under AS 23.40.200 or to class two employees if enjoined pursuant to AS 23.40.200.~~

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

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

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

### **9.3 Representatives.**

APEA/AFT will have representatives who are not employees of the Employer who will be authorized to speak for APEA/AFT in all matters governed by this Agreement and will be permitted to visit any work area at any time with prior approval of the Employer. Such approval will not be unreasonably withheld or delayed.

### **9.4 Employee Representatives**

A. In addition to the above, APEA/AFT will, upon written notice to the Employer, authorize a reasonable number of representatives from among the employees of the Employer. The

ratio of Employee Representatives will not exceed one (1) Employee Representative for each twenty-five (25) Bargaining Unit Members in the entire bargaining unit nor will there be more than one (1) in twenty-five (25) or fraction thereof per organizational unit. Notwithstanding the above ratio, APEA/AFT will be allowed additional Employee Representatives where there are none located in the geographic area. The total number of Employee Representatives may include up to 80 employees.

APEA/AFT will provide lists of Employee Representatives to each departmental personnel office. The Employer will only recognize an employee as an Employee Representative if the APEA/AFT has informed the Employer in writing of the employee's name and the department(s) and facility(ies) for which he/she has been designated as an Employee Representative.

- B. The Employee Representatives will be allowed to handle complaints and grievances under this Agreement with the proper Employer representative during working hours as well as disseminate information regarding collective bargaining issues directly relating to APEA/AFT and its membership.
- C. When an Employee Representative plans to engage in Association activities, he/she must first schedule the time required with his/her first level supervisor outside the bargaining unit at such time as business permits.

All time spent in Association activities during an Employee Representative's scheduled work hours will be recorded on the Employee Representative's time sheet.

D. Employee Representative Time

1. The Employee Representative will suffer no loss in compensation for up to nine (9) hours of scheduled work hours per calendar month when the Employee Representative is engaged in the activities listed at B above. Time spent by an Employee Representative on Association activities under this subsection will not be counted in the calculation of hours worked except for purposes of fulfilling the "work week" definition in Article 25.

2. Any additional work hours are subject to the provisions of Article 29, Leave, regarding personal and Association Business Leave, and will be considered as leave taken for all purposes.

- E. Departmental Human Resources Managers will attempt to inform Employee Representatives of all new or transferred Bargaining Unit Members to their work areas.

**9.5 Super Seniority.**

For the purposes of layoff or transfer of positions in the bargaining unit, Negotiating Team members from the date of notice to the Employer of their election and Employee Representatives will head the seniority list of State service, provided that the employee has at least six (6) months of continuous service as a designated Employee Representative.

Super seniority for Negotiating Team members will expire one (1) year after their resignation as a negotiator or the expiration of this Agreement, whichever is earlier.

**9.6 Exclusive Negotiations with APEA/AFT.**

The Employer will not negotiate or handle grievances with any employee organization other than APEA/AFT with reference to terms and conditions of employment of Bargaining Unit Members in the Supervisory Unit. When individuals or organizations other than APEA/AFT request negotiations or handling of grievances, they will be advised by the Employer to transmit

their request to APEA/AFT. Similarly, APEA/AFT will advise any individuals or organizations seeking to negotiate or handle grievances that APEA/AFT is the exclusive representative of Bargaining Unit Members in the Supervisory Unit and will be the only agency to approach the Employer on these matters.

#### **9.7 Check off and Payroll Deductions.**

- A. Bargaining Unit Members who desire to have dues, initiation fees, agency fees or other employee benefits as specified in this Section, deducted from the pay to which they would otherwise be entitled and have those funds paid to APEA/AFT, will authorize such payroll deductions by executing a checkoff on a form provided by APEA/AFT that will include the social security number of the Bargaining Unit Member. Upon receiving such authorization, the Employer will make the deductions so authorized and promptly forward these deductions to APEA/AFT subject to Section 1.D. of this Article.
  
- B. All dues or agency fee assignments executed by Bargaining Unit Members will be effective for as long as such Bargaining Unit Member is employed by the Employer in a classification coming within the purview and life of this Agreement, except as provided in this subsection and Section 1.D. All requests for elimination of payroll deduction of agency fees or membership dues will not be honored by the Employer until after APEA/AFT Headquarters in Juneau has been notified. All requests for changeover of payroll deductions to agency fees or to membership dues will be honored by the Employer immediately upon notification from APEA/AFT.
  
- C. APEA/AFT will have the right to receipts from deductions of APEA/AFT and EPIC dues, initiation fees or agency fees, APEA/AFT-sponsored insurance premiums and APEA-sponsored employee benefits as agreed to by the parties to this Agreement as previously authorized or as may be authorized by the Bargaining Unit Member. No other employee organization will be accorded payroll deduction privileges with regard to the bargaining unit. The Business Manager of APEA/AFT will immediately notify the Division of Labor Relations of the State of Alaska in writing of any decrease or increase in authorized dues, initiation fees or agency fees deductions. The Employer will then make appropriate changes in payroll deductions without further notice, provided that any change does not conflict with the amount authorized by the Bargaining Unit Member. The Employer agrees to make such deduction promptly and to remit to APEA /AFT within ten (10) working days the amount so deducted, together with a list of Bargaining Unit Members showing amounts deducted from each and the purpose for which each deduction was made.

#### **9.8 List of Bargaining Unit Members.**

The Employer will make available to APEA/AFT a current list of Bargaining Unit Members once monthly at no cost to APEA/AFT. This list will include the Bargaining Unit Member's name, employee identification number, position control number, range, step, classification title, overtime eligibility status, hire date, mailing address, worksite, email address and termination date or last date in pay status, if applicable. The list will also itemize and show any regular deductions made and forwarded to APEA/AFT. Past practice will continue regarding the furnishing of Bargaining Unit Member information.

APEA/AFT specifically agrees that all information provided will be used only for purposes related to the execution of the Agreement, that APEA/AFT will be responsible for the protection and security of information provided, and that APEA/AFT will assume liability that may result from any improper disclosure or use by APEA/AFT of information provided.

### **9.9 Meeting Space.**

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

### **9.10 Bulletin Boards.**

Past practice with regard to bulletin boards will continue.

### **9.11 Interoffice Mail.**

The Employer will schedule a daily stop, Monday through Friday, excepting holidays, by a courier at the Juneau Headquarters APEA/AFT Business Office for the purpose of delivering and/or picking up business correspondence and related materials between State officials and APEA/AFT officials. This service will be at no cost to APEA. This will not include mailings between APEA/AFT officials, whether or not such officials are employees of the Employer, and will not include mailings between APEA/AFT and the membership.

### **9.12 Email Communications.**

The Statecommunications system is the property of the Employer.

The Employer recognizes the Association's right to communicate with its members through the Internet. Emails from the Association to bargaining unit members shall be related to the Association's duty to bargain on behalf of or to represent bargaining unit members. Emails regarding pending legislation or in-progress partisan election campaigns shall be non-positional, but may direct members to a website link. Disputes about the propriety of Association emails shall be initiated by a written notification to the Association setting out the State's objection. The parties shall thereafter meet as soon as feasible for the purpose of discussing and resolving the issue. If the State does not believe the matter has been adequately resolved, it may limit the Association's access to its communications system. The Association may grieve this action. The Association may file such grievance at Step III and the grievance will be resolved through an expedited arbitration.

Bargaining Unit Members may use their State computer to communicate with each other, and/or the Association, provided such use does not interfere with official state use, or the performance of the Bargaining Unit Member's job duties.

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ARTICLE 17 - LAYOFF

**17.1 General Provisions.**

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- A. The Employer may lay off an employee who holds a substitute appointment when the incumbent returns to work, or by reason of abolition of the position, shortage of work or funds or other reasons outside the employee's control that do not reflect discredit on the services of the employee. The name of such an employee will remain on the layoff list for a period of three (3) years. If not reappointed within this time to a position at the same or higher salary range as the class from which laid off, the employee will be considered to have exhausted layoff rights. If not reinstated to any position within three (3) years, the employee will be considered to have terminated without prejudice.
- B. No permanent or probationary employee in the bargaining unit will be laid off while there are emergency, nonpermanent or provisional employees serving for periods longer than thirty (30) calendar days in the same agency and location in the same job class or in other job classes performing work to which the permanent or probationary employee could reasonably be assigned based upon the minimum qualifications for the class and consistent with the needs of the agency.
- C. Change of Status in Lieu of Layoff. The incumbent of a position for which the status is changed (e.g., from full-time to part-time or seasonal, etc.) may elect to remain the incumbent of that position in lieu of layoff. Subject to the following provisions, the employee may retain layoff rights to the original position status.
1. Upon a change in the status of an occupied position, the Employer will attempt to give at least thirty (30) days and in no case less than ten (10) working days written notice of the effective date of layoff, including a list of all positions in the class series for which the employee has an election to demote/displace other employees. Within ten (10) working days following receipt of the layoff notice, the employee will advise the Employer of the decision to either exercise layoff rights or to accept a change in position status.
  2. If an employee elects to accept a change in position status, the employee will be placed on the layoff list for the division, location, classification and position status originally held. The employee is eligible for certification and recall rights associated with that layoff list and is subject to all conditions accompanying those rights.
  3. The employee may submit a statement specifying the conditions under which the employee will be available for recall. These conditions are limited to department and location with one exception: in instances in which a classification has formal distinct options under one job class title, the employee may restrict recall rights to specific options (other than that from which laid off) provided the employee meets the minimum qualifications for those options.
  4. No other layoff rights will apply to employees in this situation.

**17.2 Organizational Units.**

A. Structure.

1. The basic subdivision of agencies into organizational units for layoff purposes for positions in this bargaining unit will be the following:
  - a. Department
  - b. Location\*

c. Job Classification Series

d. Position Status

\*"Location" is the geographic location of the selected position. If less than five (5) employees would be included in the unit at that locale, "location" will be expanded (preferably concentrically) to include the closest area until five (5) are included.

In instances where there are not five (5) employees in the next lower job class affected, "location" will be expanded concentrically until five (5) employees are included, providing also that all employees within the class series at any location from which one (1) employee is required will also be included in the organizational unit. A "location" identified pursuant to this provision will remain the "location" for all directly-related actions made pursuant to Section 3 of this Article. Geographic expansion to obtain five (5) employees of the lower classification will not be considered a new or revised organizational unit within the meaning of this Agreement and will not require approval, posting or notice for the thirty (30) calendar days as provided for elsewhere in this Article. Geographic expansion will take into consideration similarity of duties and the needs of the State when determining the concentric circles for purposes of this Section.

2. Organizational units will not be structured for the purpose of constructively discharging specific employees.
  3. Changes to these units may be approved by the Director of the Division of Personnel & Labor Relations in accordance with 2 AAC 07.800 as it existed on January 1, 1994 for compelling business reasons. In the exercise of this responsibility subsequent to the signing of this Agreement, the Director of the Division of Personnel & Labor Relations will request and consider the comments of the APEA/AFT. The parties recognize that time is of the essence. Every good faith effort will be made to promptly address requests for changes to organizational units.
  4. Copies of requests for organizational units will be provided APEA/AFT upon receipt by the Division of Personnel & Labor Relations. Copies of approved organizational units will be provided to the APEA/AFT simultaneously with notice to an agency.
- B. APEA/AFT may request the Commissioner of the Department of Administration to review the decision of the Director of the Division of Personnel & Labor Relations regarding changes to organizational units. Such requests will be in writing and must be delivered to the Commissioner of the Department of Administration within ten (10) working days of receipt of a copy of an approved change. The Commissioner of the Department of Administration will review the action of the Director of the Division of Personnel & Labor Relations and will advise APEA/AFT of the results of that review in writing within ten (10) working days of receipt of the request. This will be the sole means of reviewing organizational units for layoff. However, APEA/AFT is not precluded from filing grievances over alleged violations stemming from 17.2.A.2.
- C. The parties recognize that all affected employees must be informed of existing layoff units and changes to layoff units. Copies of approved organizational units must either be posted or copies distributed to notify affected employees of the recognition of layoff units. Upon request, each employee will promptly be given a copy of the approved organizational unit.
- D. An organizational unit must be approved at least thirty (30) calendar days before a notice of layoff is sent to any employee in the affected unit. This time limit may be concurrent with the notice to the employee under 17.4 below.

### 17.3 Order of Layoff.

- A. In instances where computation of layoff points and the establishment of a layoff order are required, the Director of the Division of Personnel & Labor Relations will certify a list to the appointing authority with a copy to APEA/AFT Headquarters. Confidentiality of information will be respected and layoff lists will not be open for inspection.
- B. Layoff seniority will be computed based upon the employee's length of probationary/permanent service in the classified service.
- C. Once the Employer identifies the position it intends to vacate through this procedure, the following procedure will apply:
  - 1. The employee with the least number of layoff points in the local geographic area within the organizational unit in the classification targeted may elect to displace the employee with the least number of layoff points in the next lower classification in that same organizational unit; provided the employee in the higher classification has more layoff points than any employee in the next lower classification, or they may elect to displace the least senior employee in a lower classification at their work location;
  - 2. If no employee in the next lower job classification has less points than the employee being laid off, each lower classification in that same organizational unit will be reviewed until the series is exhausted.
  - 3. If no employees with fewer layoff points exist within the organizational unit, that employee will be laid off.
- D. Upon receipt of the layoff notice, a layoff list of all positions in the class series and the location in which he or she may exercise an election, the displacing employee will have ten (10) working days to exercise such election to displace an employee under the terms of 17.3.C. If electing to displace an employee in a lower classification in a series, he or she will be placed at the appropriate range at his or her existing step and the merit anniversary date will remain unchanged. Upon recall to the original job class, the employee's salary will be adjusted upward, step for step, to the appropriate range. Each employee displaced by this procedure will have the right to use this procedure.
- E. The order of layoff will be:
  - 1. Employees will be listed in ascending order of points. The employee listed first will be laid off first, the second employee second, etc.
  - 2. Super Seniority: Those employees entitled to super seniority under the terms of Article 9.5 of this Agreement will head the seniority list and will be the last to be laid off in the organizational unit.
  - 3. Ties: If two (2) or more employees have identical layoff points, the order of layoff will be determined by the following:
    - a. Veterans' Preference per AS 39.25.150(19): A veteran will be given preference for the position over a non-veteran.
    - b. The employee who has the least months, or parts thereof, of permanent/probationary State service will be laid off first.

- c. In any case that cannot be determined by the application of a. and b. above, it will be at the Employer's discretion to determine which of two (2) or more employees to lay off.

#### **17.4 Notification.**

- A. In every case of the layoff of any permanent employee, the appointing authority will make every effort to give written notice to the employee at least thirty (30) calendar days in advance of the effective date of the layoff. The appointing authority will give at least ten (10) working days written notice.
- B. In every case of the layoff of a probationary employee, the appointing authority will make every effort to give written notice to the employee at least ten (10) working days in advance of the effective date of the layoff.
- C. The Division of Personnel & Labor Relations will be available to provide counseling and assistance to affected employees. This includes assistance in seeking other employment and advice as to the employee's rights and benefits.

#### **17.5 Rights of Laid-Off Employees.**

##### **A. Recall**

Employees who are laid off may choose to select recall rights to three job classes within their job class series or to only the classification from which they were laid off. The methods for selecting these alternatives are described below in 6 and 7.

1. A laid-off employee will be placed on the layoff list for certification purposes. When a certification is requested, the one (1) employee highest on the layoff list for that organizational unit in that job class series will be certified for the vacancy.
2. If no organizational unit layoff list exists or if such eligibles decline appointment or are not available, the one (1) employee highest on the layoff list for that department in that job class series will be certified for the vacancy.
3. If no departmental layoff list exists or if such eligibles decline appointment or are not available, the one (1) employee highest on the layoff list of other agencies for the same job class series will be certified for the vacancy.
4. The order for return from layoff will be the inverse of the order of layoff, i.e., super seniority employees first, followed by the other employees in descending order of points. If two (2) or more laid-off employees in the same job class series have identical layoff points, the job will be offered first:
  - a. To the employee who meets the legal definition of veteran for purposes of veterans' preference.
  - b. To the employee who has the most months, or parts thereof, of permanent/probationary State classified service
  - c. To the employee who has been on layoff the longest.
  - d. In any case that cannot be determined by the application of a. through c. above, it will be at management's discretion to determine which of two (2) or more laid-off employees to recall.
5. The parties recognize the obligation to make good faith efforts to re-employ laid-off

employees.

It is not until all laid-off employees from the bargaining unit have been certified one (1) at a time and are not available or otherwise decline the position that the position will be open for recruitment.

6. An employee may submit a statement restricting the conditions under which the employee will be available for recall. These conditions are limited to department, location, maximum of three job classes within a job class series and status of employment with one (1) exception: in instances in which a job class has formal, distinct options under one (1) job class title and is so certified on the vacancy announcement, recall rights may be restricted to specific options (other than from which laid off) by the employee. The Employer will request information concerning restrictions of conditions of availability from each employee at the time of layoff. An employee who wishes to expand layoff rights from a job class to the job class series may designate up to three job classes within the job class series (that may include the class from which laid off) at a level equal to or lower than the job class from which laid off.

7. If an employee does not file a written statement concerning restrictions of conditions of availability, the Employer will place the employee on layoff status for the job class, location of the position, department and position status from which laid off.

8. A laid-off employee who receives a recall offer consistent with the employee's designated conditions of availability must accept that offer or lose all layoff rights except an employee who accepts recall to the lower classes of the three job classes in a job class series retains layoff rights to the higher level position.

9. For any recall from layoff that entails a change of duty station, the employee may be responsible for any travel or moving expenses incurred, at the discretion of the appointing authority.

B. Applications for job classes other than that from which laid off.

1. For purposes of applying for other job classes, a probationary or permanent employee in layoff status will be treated as if still working, and may apply for any position.

a. An employee may request to be treated as a rehire for lower level jobs in the same class series in the same manner as a current employee.

b. A laid-off employee may request to be treated as a transfer for a parallel job class with the advance approval of the Director of the Division of Personnel & Labor Relations.

c. In all cases a laid-off employee will be listed as a member of the bargaining unit.

d. Applications will not be accepted for job classes from which an employee resigned in lieu of dismissal and was not recommended for rehire in the classification.

e. Employees laid off from single position organizational units will be considered to have rehire rights to job classes in the Supervisory Unit:

2. That are parallel or closely related to the job class from which laid off, as these are determined by the Director of the Division of Personnel & Labor Relations. Requests for determination must be submitted to the Director in writing through the Division of Personnel

& Labor Relations Classifications Manager of the employing department no later than thirty (30) days after written notice of layoff, or on the effective date of layoff, whichever is later. Rehire rights will extend for two (2) years following the Director's determination that the subject job classes are closely related or parallel; or,

3. In which previously employed, provided that the Employee had maintained a mid-acceptable level of performance in the prior job class. In order to be placed on the rehire list for job classes in which previously employed, the Employee must request placement prior to the effective date of layoff through written request to the Division of Personnel & Labor Relations Classifications Manager of the employing department. Rehire rights will extend for two years following the effective date of the layoff.

C. Special Recruitment Procedures Under Severe Reductions in Force

1. On a monthly basis, as provided by Article 9.8, the State will certify the number of Bargaining Unit Members in layoff status. If during the surveyed month, reductions in force have generated a group of employees in layoff status equal to 0.75% of the total number of positions in the bargaining unit the State will close open recruitment for the following three months.

2. Closure of open recruitment will be implemented as follows:

- a. All positions in the bargaining unit that are not filled by individuals in layoff status returning to positions in their job class series, will be recruited through the State Recruitment System currently known as Workplace Alaska (WPA).
- b. Bargaining unit Positions on WPA will be listed for a minimum of 5 work days.
- c. All positions listed in WPA will specifically include the minimum required qualifications and the essential functions required to be performed.
- d. WPA will accept applications from all interested parties following normal procedures.
- e. During the 5 work day period, only those applications submitted by employees in layoff status will be made available for consideration to the hiring manager.
- f. The hiring manager must select an applicant from the pool or certify that no one in the pool meets the minimum qualifications and can perform the essential functions of the position.
- g. If the hiring manager determines that there are no qualified applicants in the pool, the applications from individuals who are not in layoff status will be made available to the hiring authority for review.
- h. Determinations on meeting the minimum qualifications and performing the essential functions of the position will be at the discretion of the Employer and can only be redressed through the complaint procedure contained in Article 10.1 of this Agreement.

D. Medical Leave Bank and Health Benefits

1. Return from layoff anytime within the three (3) year period restores the employee's entire medical leave bank balance.

2. The Employer will provide an additional thirty (30) calendar days of health insurance coverage for laid-off employees commencing with the first day of layoff status.

3. A laid-off employee may pay the State's insurance coverage for a period of three (3) years while not employed.

#### **17.6 Return of a Laid-Off Employee.**

An employee who has accepted a position for an interim period at a lower salary range than that from which laid off, who is then returned to the salary range from which laid off, is entitled to a step placement based on creditable State service or such higher step as approved in advance by the Director of the Division of Personnel & Labor Relations.

#### **17.7 Duration of Eligibility.**

Layoff: Three (3) years from the date of layoff from the classification in which the employee earned layoff rights. However, eligibility will end when the employee applies for and is appointed to retirement.

#### **17.8 Termination of Layoff Rights.**

Termination of an employee's layoff rights will occur when:

- A. Employee declines an offer of re-appointment for any reason without regard to the conditions set forth in their "Conditions of Layoff" form.

Whenever a Bargaining Unit Member submits a statement restricting the conditions under which the Bargaining Unit Member will be available for employment, the name will be withheld from all certifications that do not meet the conditions specified. A Bargaining Unit Member may file a written statement at any time during the duration of eligibility modifying a prior statement as to conditions under which the Bargaining Unit Member will be available for employment. No such change will be made without prior written notice to the Director of the Division of Personnel.

- B. If the employee is appointed to a job class at the same or higher job class from which layoff occurred.
- C. The employee files application for PERS retirement contribution refund.
- D. If the employee fails to respond to a written recall notice within the specified timeframes.
- E. If the employee fails to promptly notify the State in writing with changes to their contact information. For this purpose the return of a letter by the postal authorities, if properly addressed to the last address of record, is sufficient grounds for termination of layoff rights.

#### **17.9 Alternative to Layoff**

The State may propose to reduce the number of hours an employee works as an alternative to layoff. The State will notify, meet with, and negotiate with the Union. to seek concurrence of the usage of this alternative.

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**ARTICLE 24 - WAGES**

**24.1 Wages.**

1. Effective July 1, ~~2013 2010~~, the wage scales in effect on July 1, ~~2012 2009~~, will increase by 1%. The wages in effect on July 1, ~~2012 2009~~ are noted in the Division of Finance Web site.
2. Effective July 1, ~~2014 2011~~, the wage scales in effect on July 1, ~~2013 2010~~, will increase by 1%.
3. Effective July 1, ~~2015 2012~~, the wage scales in effect on July 1, ~~2014 2011~~, will increase by 2.5 4%.

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NOTE: Wage tables (Overtime ineligible and Overtime eligible) can be found at the Division of Finance website:

<http://fin.admin.state.ak.us/dof/payroll/index.jsp>

**24.2 Pay Increments**

For the first two years of this contract ~~P~~pay increments, computed at the rate of 3.75% of the employee's base salary, shall be provided after the employee has remained in the final steps within the given range 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 "acceptable or better."

Beginning July 1, 2015, ~~P~~pay increments, computed at the rate of ~~3.75~~ 3.25% of the employee's base salary, shall be provided after the employee has remained in the final steps within the given range 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 "acceptable or better."

If a pay increment is delayed due to an untimely performance evaluation, upon receipt of the evaluation with an annual rating of "acceptable or better", the pay increment will be granted retroactive to the employee's pay increment anniversary date (i.e., the date on which the employee had served two years in either the final merit step or the previous pay increment).

**24.3 Geographic Differentials**

The following pay differentials are approved as an amendment to the basic pay plan provided for in Section 24.1.

Duty Station	Percentage Above Basic Pay Plan for Fiscal Year 11	Percentage Above Basic Pay Plan for Fiscal Year 12	Percentage Above Basic Pay Plan for Fiscal Year 13
Anchor Point	0%	0%	0%
Anchorage	0%	0%	0%
Anchorage Intl. Airport	0%	0%	0%
Aniak	30%	40%	50%
Anvik	30%	40%	50%
Auke Bay	0%	2%	5%
Barrow	42%	46%	50%
Bethel	38%	44%	50%

CampCarroll	0%	0%	0%
Cantwell	30%	0%	0%
ChenaRiver	4%	3%	3%
Chignik	27%	39%	50%
Chitina	11%	0%	0%
ColdBay	27%	39%	50%
Cordova	11%	11%	11%
Craig	0%	0%	0%
Crown Point	0%	0%	0%
Deadhorse	42%	46%	50%
Delta Junction	16%	0%	0%
Denali	0%	0%	0%
Dillingham	27%	32%	37%
Douglas	0%	2%	5%
DutchHarbor	27%	44%	60%
Eagle	4%	0%	0%
EagleRiver	0%	0%	0%
Eielson AFB	4%	3%	3%
Elfin Cove	5%	0%	0%
Elmendorf AFB	0%	0%	0%
Emmonak	30%	40%	50%
Fairbanks	4%	3%	3%
FingerLake	0%	0%	0%
FortRichardson	0%	0%	0%
FortWainwright	4%	3%	3%
FortYukon	42%	37%	37%
Galena	30%	34%	37%
Girdwood	0%	0%	0%
Glennallen	11%	0%	0%
Gustavus	5%	0%	0%
Haines	5%	0%	0%
HardingLake	4%	3%	3%
Homer	0%	0%	0%
Hoonah	5%	0%	0%
Juneau	0%	2%	5%
Kenai	0%	0%	0%
Ketchikan	0%	0%	0%
King Cove	27%	39%	50%
King Salmon	27%	39%	50%
Klawock	0%	0%	0%
Kodiak	9%	11%	11%
Kotzebue	42%	51%	60%
Kulis ANG Base	0%	0%	0%
MackenziePoint	0%	0%	0%
Matanuska	0%	0%	0%
McGrath	30%	34%	37%
MountEdgecumbe	0%	5%	5%
Nancy	0%	0%	0%
Nenana	20%	0%	0%
Ninilchik	0%	0%	0%
Nome	34%	37%	37%
Palmer	0%	0%	0%

Pelican	5%	0%	0%
Petersburg	0%	0%	0%
Port Moller	27%	39%	50%
Saint Marys	30%	40%	50%
Sand Point	27%	39%	50%
Seward	0%	0%	0%
Sitka	0%	5%	5%
Skagway	5%	0%	0%
Soldotna	0%	0%	0%
Sterling	0%	0%	0%
Sutton	0%	0%	0%
Talkeetna	0%	0%	0%
Tazlina	11%	0%	0%
Tenakee Springs	0%	0%	0%
Tok	16%	0%	0%
Unalakleet	34%	42%	50%
Unalaska	27%	44%	60%
Valdez	11%	11%	11%
Wasilla	0%	0%	0%
Whittier	11%	0%	0%
Willow	0%	0%	0%
Wrangell	0%	0%	0%
Yakutat	5%	0%	0%
Outside Alaska			0%

In the event that a Bargaining Unit Member's duty station is not included in the above table, the Director of the Division of Personnel & Labor Relations shall determine the appropriate geographic differential for that member.

Where a Bargaining Unit Member's geographic differential is lowered during the term of the Agreement, the salary of the affected Bargaining Unit Member will be frozen for so long as they remain at their current duty station or until salary increases or changes in the Bargaining Unit Member's position result in the member receiving a higher salary than the frozen amount.

- A. In those instances where a geographic differential was lowered effective ~~January 1, 1987~~ July 1, 2011, the salaries of affected Bargaining Unit Members except in the case of a demotion, will be frozen for so long as they remain in their current geographic differential area, or until salary increases or changes in the Bargaining Unit Member's position result in the member receiving a higher salary than the frozen amount. In the case of a demotion, the member's geographic differential will be frozen at the rate in effect prior to implementation of the study.
- B. In the event AS 39.27.020 "Pay step differentials by election district and in other states" is amended, modified or abolished, the provisions of AS 39.27 regarding pay step differentials as so amended, modified or abolished will replace Article 24.3 Geographic Differentials on the effective date of the changes with the following exceptions.

In those instances in which the geographic differential of a current Bargaining Unit Member is lowered by incorporation of the provisions of AS 39.27 under this section, the salaries of affected Bargaining Unit Members (except in cases of demotion) will be frozen for the life of the Agreement so long as they remain in their current geographic differential area, or until salary increases or changes in the Bargaining Unit Member's position result in the Member

receiving a higher salary than the frozen amount. In the case of a demotion, the Member's geographic differential will be frozen for the life of the Agreement at the rate in effect prior to incorporation of the provisions of AS 39.27 into this Agreement.

- C. Effective July 1, 2007, when a subordinate employee in the same geographic location as their supervisor is paid a geographic differential, other than statutory Alaska residency differential provided pursuant to AS 23.240.210 (a), the geographic differential specified in the subordinate's collective bargaining agreement shall be applied to the supervisor.
- D. Effective July 1, 2008, employees whose duty station is Spring Creek Correctional Center (SCCC) and who supervise a member of the Alaska Correctional Officers Association (ACOA) shall, upon the completion of one (1) consecutive year worked, be paid the equivalent of one (1) step above the earned step on the applicable salary schedule.

Employees whose duty station is SCCC and who supervise a member of the ACOA shall, upon the completion of two (2) consecutive years worked, be paid the equivalent of two (2) steps above the earned step on the applicable salary schedule. Employees who have earned placement at the final step in the range shall receive the equivalent of the appropriate step increase established above.

Employees who are reclassified or accept a promotion, demotion, or other personnel action that results in a change of position shall be returned to the earned step prior to determining step placement in the new classification or position.

#### **24.4 Swing and Graveyard Shift Differentials.**

- A. All Bargaining Unit Members who work a "swing" shift beginning between 12:00 noon and 7:59 p.m. are entitled to a 3.75 percent increase over their basic salary as established by this Article for all hours worked in each such shift.
- B. All Bargaining Unit Members who work a "graveyard" shift beginning between 8:00 p.m. and 5:59 a.m. are entitled to a 7.5 percent increase over their basic salary as established by this Article for all hours so worked in each such shift.
- C. All Bargaining Unit Members who work a shift originally assigned to another Bargaining Unit Member will be paid the appropriate shift differential that the other Bargaining Unit Member would have been paid.
- D. Except in emergencies, a Bargaining Unit Member's shift will not be changed without at least five (5) working days notice prior to the effective date of the change.

#### **24.5 Weekend Differential Pay for Nurses.**

Effective July 1, 2008, overtime eligible Class One Nurses working in institutions with continuous operations shall be paid a premium of one dollar (\$1.00) per hour for each hour worked on the calendar days of Saturday and Sunday. Any partial hour worked shall be in fifteen (15) minute increments. The Employer shall include this type of differential pay in the computation of overtime.

Overtime ineligible Class One Nurses working in institutions with continuous operations shall receive this differential only when scheduled to work on the calendar days of Saturday and Sunday and these days fall within their normal 37.5 hour workweek.

#### **24.6 Hazard Pay.**

- A. Effective the date this Agreement is signed, all Bargaining Unit Members who are required to work under dangerous conditions will receive hazard pay of 7.5 percent in four (4) hour

increments so worked.

Dangerous conditions will be defined as working at heights more than twenty-five (25) feet above the ground on towers, bridgework or antennas and handling explosives so designated by the Employer, transportation by and working under a helicopter, working from or piloting low-altitude, light fixed-wing aircraft (except pilots job classifications) and underwater diving.

- B. Effective July 1, 1984, employees not covered by the Peace Officers' Retirement System whose duties necessitate a significant amount of field work, travel, or exposure to hazardous working conditions will receive hazard pay on an hour-for-hour basis except when performing any duty that may be enumerated in paragraph 24.5.A.

The parties understand and agree that this is intended to apply to those positions that would have qualified under the standards found at 2 AAC 30.010 as published in Register 81, April 1982.

#### **24.7 Hourly Wages.**

- A. Hourly rates may be computed from the semi-monthly rates established in Section 24.1.A and may be paid accordingly. Hourly rates will be computed by the following formula:

Hourly Rate: (Semi-monthly rate x 24) / (No. of hours per workweek x 52)

- B. Should the Employer institute a statewide biweekly pay period the salaries in Section 24.1.A will be computed by the following formula:

Biweekly Rate: Hourly rate x 75.

#### **24.8 General Pay Administration.**

- A. **Beginning Salary:** The minimum rate of pay in the assigned salary range for a class will normally be paid upon initial appointment or hire. Any exception in the bargaining unit will require the prior approval of the Director of the Division of Personnel. All exceptions will be based on the following:

1. Advance step pay because of the exceptional qualifications of the appointee.
2. Advance step pay in classes specifically designated in writing by the Director of the Division of Personnel as being classes where recruitment is exceedingly difficult.

- B. **Rehire Employees:** If a current employee, eligible for rehire, is reappointed to a class or to a parallel class with prior approval of the Director of the Division of Personnel under Section 18.8 in which the employee previously held permanent or probationary status, the appointing authority may make the appointment at the same step in the salary range for the class that the employee occupied before separation, provided that the rehire occurs within a period of two (2) years. If appointed above the beginning step of the range, the employee's merit anniversary date will be the sixteenth (16th) of the month following completion of one (1) year of service after rehire.

Pursuant to Section 18.8, if a current employee is rehired with prior approval of the Director of the Division of Personnel in a lower class in the same class series, the employee may be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable State service or at such other step approved in advance by the Director of the Division of Personnel.

- C. **Promoted Employees:**

1. An employee who has served one-half (1/2) or more of the time required to be considered for the next step increase will, upon promotion to a position in a higher salary range in the bargaining unit, be placed at Step A of the higher range or such other step as will provide an increase of three (3) steps, whichever is greater.
2. An employee who has served less than one-half (1/2) of the time required to be considered for their next step increase will, upon promotion to a new position in a higher salary range in the bargaining unit, be placed at Step A of the higher range or such other step as will provide an increase of two (2) steps, whichever is greater.
3. If a Bargaining Unit Member in frozen pay status is promoted to a higher job class, the promotion will result in, at a minimum, a one (1) step real increase in compensation.
4. A promoted employee entering the new range at a service step will be treated as if that increment had been earned in the new range and granted further increments accordingly.
5. The promoted employee's entitlement to a two (2) step or three (3) step increase upon promotion will be determined in accordance with Sections 24.7.C.1 and C.2. The step on the salary schedule that represents a two (2) or three (3) step increase, as appropriate, will be located on the promoted employee's former salary schedule. The employee will enter the new range at that step on the Supervisory schedule. When there is no match, the employee will be placed at the next higher step on the Supervisory schedule or at Step A, whichever is greater. If Labor, Trades and Crafts, the following formula will be used to determine the step increase:  $\text{Hourly Wage} \times 81.25 = \text{Semi-monthly Salary}$ . This salary will be matched to the closest step, but not less than the current wage under the LTC agreement, in the new range and then the rules outlined in Sections 24.7.C.1 and C.2 will be followed.
6. Acting in a Higher Range: Any employee assigned in writing by his or her supervisor the full duties of a specific position in a higher range than the employee's own for more than 15 calendar days will, retroactive to the first (1st) day, be paid at the step of the higher range that would be appropriate in case of promotion. Upon commencement of full duties in the employee's regular position, the employee will return to the normal rate of pay.

After sixty (60) calendar days in such status, the Division of Personnel will be notified of the anticipated duration of the "acting" appointment.

It will not be a violation of this Agreement, nor cause for disciplinary action, should an employee decline to accept a prior written delegation of authority. Employees will be informed of the likely length of a delegation of authority at the time it is offered.

The parties agree and understand that employees assigned to act in a higher range pursuant to this section are entitled to leave benefits at the employee's normal rate of pay.

NOTE: For purposes of this subsection, Step means both service steps and performance steps.

- D. Transferred Employee: An employee transferred from one (1) position to another position assigned to the same pay range and meeting the provisions of Section 18.10, will be appointed at the same step rate held prior to transfer and the employee's merit anniversary date will remain unchanged. Those moving to a position at the same pay range but not considered as a transfer will have a new probationary period and merit anniversary date and the step in the range will remain unchanged.

## E. Demotions

1. Demotions: An employee who is demoted for just cause will enter the new range at no less than the step occupied in the higher range or such higher step as may be determined by the Director of the Division of Personnel.
2. Voluntary Demotions: An employee who receives a voluntary demotion will be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable State service, or at such higher step that may be determined by the Director of the Division of Personnel. An employee who receives a voluntary demotion except through reclassification will continue to receive salary, performance and service step increases received by other employees.

## F. Reallocation of Position or Class

1. The merit anniversary date and salary step assignment of an employee whose position is reallocated from one class to another class at the same salary range will remain unchanged.
2. An employee occupying a position that is assigned to a lower pay range or reallocated to a classification that carries a lower pay range and who continues in the same position will be treated as follows:
  - a. If the employee's current salary is the same as any merit step in the new range, the employee will enter the new range at that step.
  - b. If the employee's current salary falls within the lower range, but between merit steps, the employee's salary will remain frozen until that employee's next merit anniversary date at which time that employee will be placed at the next higher step.
  - c. If the employee's current salary exceeds the maximum of the new range, it will remain frozen until it is the same as any step or falls between steps that appear on the salary schedule at the lower range, whichever is earlier. Salaries that are frozen will not be subject to any salary increase including contractually negotiated adjustments or cost-of-living adjustments to the salary schedule. Provided however, that for purposes of this paragraph employees whose positions are subject to a reallocation from one class to another may not be paid at a service step unless they have earned such step in the class occupied prior to the reallocation action or until said step is earned in the class to which the position was reallocated. Time served at Step F or a service step of the higher range will be counted as time served at Step F or a service step of the lower range.
3. Reclassification
  - a. If an employee is reclassified to a higher salary range based upon the work already being performed, the merit anniversary date and the step placement of the employee(s) in positions subject to the action will remain unchanged, unless the provisions of 24.8.C result in a higher increase, in which case the terms of 24.8.C will apply. However, if the terms of 24.8.C do apply, the employee will receive a new merit anniversary date in accordance with the Collective Bargaining Agreement.
  - b. If an employee is reclassified to a higher salary range based upon the work that they have not already been performing, their step placement will be determined in

accordance with Article 24.5.C, General Pay Administration. Employees that are at the final step or a pay increment will retain their pay increment at the new range, but will be required to serve two years before being eligible for the next pay increment. Effective July 1, 2015, employees that are at the final step or a pay increment will retain their pay increment at the new range, but will be required to serve five years before being eligible for the next pay increment.

G. Appointments to a Position in a Lower Job Classification Not in the Same, Parallel, or Closely-Related Class: An employee who is appointed to a position in a lower job classification not in the same, parallel or closely-related class series shall be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable State service. The employee shall serve a new probationary period in the lower class and shall have a new merit anniversary date established. This does not preclude an employee from receiving an advanced step placement based on creditable State service should the employee meet the established criteria.

## 24.9 Pay Procedures

- A. Frequency of Pay Day: As soon as is feasible, payday shall be on a bi-weekly basis with direct deposit on Thursday or Friday. Until such time, pay day will be the 15th and the last day of the month. If pay day falls on Saturday, Sunday or a holiday, the last working day before such Saturday, Sunday or holiday will be pay day. The parties recognize that conversion to the bi-weekly pay schedule may require a subsequent letter of agreement.
- B. Method of Receiving Payment:
1. Bargaining Unit Members will normally receive their pay at work. Bargaining Unit Members who are not at work by reason of being on leave or by being on travel status for a period anticipated to be five (5) working days or less following payday will be considered to have been paid timely if they received their pay on their first day back to work after such payday. In cases where anticipated leave or travel status exceed five (5) days it will be the responsibility of the Bargaining Unit Member to make alternate pay arrangements prior to departure.
  2. Bargaining Unit Members may elect to have checks mailed to their homes or banks. Said election will be in writing by the Bargaining Unit Member.
  3. Bargaining Unit Members may elect to receive their pay via direct deposit to participating institutions. Direct deposit will be requested and accomplished in accord with the procedures established by the Division of Finance, Department of Administration.
- C. Itemized Deductions: The Employer will itemize all deductions on paychecks so Bargaining Unit Members can clearly determine the purposes for which amounts have been withheld.
- D. Pay Shortages
1. The Employer will verify pay shortages exceeding twenty (20) dollars within five (5) working days following the receipt of a dated and written complaint by the Bargaining Unit Member. In the event that a pay shortage is determined to exist, the Employer will issue payment for the shortage within ten (10) working days of the date of verification. Verified pay shortages of less than twenty (20) dollars will be paid on the Bargaining Unit Member's next regularly scheduled paycheck.
  2. Should the Employer go to a two (2) week pay system the following pay shortages system will be in effect:
    - a. The Bargaining Unit Member will notify the Employer of the pay shortage in writing

within two (2) working days. The Employer will verify the pay shortage within three (3) working days from the time of notification. In the event that a pay shortage is determined to exist, the Employer will correct the pay shortage on the next regularly scheduled paycheck.

b. Should the Bargaining Unit Member not notify the Employer in writing as stipulated in 24.8.D.2.a the pay shortage procedure in 24.8.D.1 will be in effect.

- E. Termination Pay. When a Bargaining Unit Member is separated from State service, their wages, less terminal leave and retirement contributions, become due immediately and will be paid during business hours no later than the ~~fourth~~third working day after termination. Personal leave becomes due and payable within thirty (30) days after separation from State service. Personal leave will be calculated using the total number of accrued unused personal leave hours converted to the employee's hourly rate of pay on the date of separation.
- F. Overpayments discovered after one (1) year from the time the overpayment was made will be forgiven by the Employer, unless the overpayment was the result of fraud, deception, or the employee's negligence.
- G. In the event a Bargaining Unit Member's check is not received and a reissue request has been submitted by the Bargaining Unit Member, the Employer will issue the replacement check within five (5) calendar days.

#### **24.10 Sea Duty.**

##### **A. Definitions**

1. "Sea Duty" in this Agreement means a period longer than twenty-four (24) hours during which a Bargaining Unit Member is engaged aboard a vessel and is living aboard a vessel (i.e., eating, sleeping, and working) while the vessel is away from the Bargaining Unit Member's port of engagement. The vessel will normally provide permanent and reasonable facilities for two (2) or more, including cabin, bunks, stove, cooking facilities, marine sanitation device, and fresh water.

2. "Shore Duty" in this Agreement is that time worked on shore while the vessel is tied up at a port.

3. "Port of engagement" in this Agreement means the place at which a Bargaining Unit Member is, at the direction of the Employer, engaged aboard a vessel.

B. Sea Duty Pay. This Section will apply to Bargaining Unit Members who are assigned to Sea Duty for more than twenty-four (24) consecutive hours.

1. Bargaining Unit Members on Sea Duty will be assigned an uninterrupted sleep period of eight hours in each 24 hours.

2. An uninterrupted meal period of not less than one-half or more than one hour will be allowed for each meal, not to exceed three (3) meals per day.

3. The hourly rate of pay while assigned to Sea Duty will be computed by the following:

Semi-monthly salary x 0.00424 = Sea Duty Hourly Rate of Pay  
(Earning matrix 0.344 x annualized hourly rate x hrs reported)

4. All hours of Sea Duty will be considered hours worked, therefore on:
  - a. Regular Duty Day: the Bargaining Unit Member will be paid eight (8) hours at the straight rate and sixteen (16) hours at the time and one-half (1-1/2) rate of Sea Duty Hourly Rate of Pay; and
  - b. Regular Day Off (6th and 7th day) and Non-Floating Holiday: the Bargaining Unit Member will be paid eight (8) hours at the time and one-half (1-1/2) rate and sixteen (16) hours at the double time rate of the Sea Duty Hourly Rate of Pay.
5. The normal accrual rates for personal leave and credit for nonfloating holidays will not be changed by this section.
6. Sea Duty Hourly Rates of Pay will not be used in the computation of overtime rates when the Bargaining Unit Member is not assigned to Sea Duty. Overtime pay during a workweek that includes Sea Duty will be paid on the basis of the work performed during the overtime hours in accordance with 29 C.F.R. Sec. 778.419.

#### **24.11 Supervisory Differential.**

The Association may request the Director of the Division of Personnel to review a Supervisor's salary range placement when it believes that one of the employee's subordinates in the classified service is paid at the same or a higher salary range. In cases where the supervisor's subordinate is paid on a salary schedule that does not use the same salary range numbers, the entry level step of the subordinate's salary range will be compared against the entry level step (A step) of the supervisor's salary range. If that step is the same as, or higher than, the supervisor's, the provisions of this article shall apply. The necessity of adjustment will be at the sole discretion of the Director and applied consistent with AS 39. If an adjustment is necessary, the Supervisor's salary shall be increased one range at the same step earned prior to the adjustment, and continue to advance steps based on performance incentive or service steps. The Director shall make every effort to respond to such requests within thirty (30) calendar days of receipt, but in no case shall such salary range placement be retroactive.

#### **24.12 Department of Corrections Step Adjustment**

Bargaining Unit Members in the Department of Corrections who are assigned to the position of Assistant Correctional Superintendent, Superintendent, Correctional Officer IV, Assistant or Deputy Director, or Farm Manager will be paid the equivalent of one step above the earned step on the applicable salary table. The earned step will not be moved forward due to the step adjustment; the merit anniversary or service step date, whichever is applicable, will not be affected.

#### **24.13 Monetary term implementation or application**

For purposes of monetary term implementation, effective dates referenced above, or references in any other provision of the agreement, do not serve as a basis for retroactive implementation or application to any monetary terms in the agreement absent a ratified and approved successor agreement before July 1, 2013~~40~~. In the absence of a ratified and approved agreement before July 1, 2013~~40~~, monetary term implementation or application dates will be established by mutual agreement of the parties.

#### **24.14 SERT Premium Pay**

All members within the public safety or transportation agency who are designated as current, authorized SERT members shall receive a pay differential of 5% of their base wage for all hours in work status.

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ARTICLE 25 - OVERTIME, RECALL AND STANDBY

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**25.1 Workweek Definition.**

"Workweek" in this Agreement will consist of thirty seven and one half (37.5) hours in pay status from Sunday midnight to Sunday midnight within a maximum of five (5) consecutive days and all full-time employees will be guaranteed a full workweek.

For overtime exempt employees, the individual daily work schedule may be adjusted within the pay period upon written approval from the supervisor. (Housekeeping Item)

It is the parties' mutual intent to allow flexibility in scheduling these hours in a manner that accommodates the needs of the Bargaining Unit Member and State. Flexible Work Schedules, telecommuting arrangements, scheduling core hours and other arrangements that accomplish this are available, when mutually agreed to, in writing, between the Bargaining Unit Member and the State. In addition, the parties have provided two Letters of Agreement (Appendix E-LOA5) that provide sample Alternate Workweek arrangements. Other arrangements, addressing special circumstances, may be made through Letters of Agreement.

**25.2 Additional Straight Time.**

The Employer will make available the opportunity to work hours in excess of 37.5 but less than 40 hours when justified by the workload. The Employer will, insofar as possible, equalize the distribution of the additional straight time hours among the overtime eligible Bargaining Unit Members who desire to work additional straight time.

**25.3 Overtime Eligibility.**

- A. All Bargaining Unit Members will be determined overtime eligible or ineligible in accordance with the Fair Labor Standards Act criteria or by mutual agreement.
- B. Upon signing of this Agreement and within thirty (30) calendar days, the parties agree to meet and select a neutral third party hearing officer to determine questions of eligibility, consistent with the Fair Labor Standards Act, that may arise during the life of this Agreement. The parties will each bear one-half (1/2) of the cost of such a hearing officer and the hearing officer's decision on eligibility will be final and binding on both parties.
- C. It is agreed that neither the Employer nor the employee will make any concerted effort to change positions in the same job class for the purpose of changing overtime eligibility.

**25.4 Overtime Threshold.**

All work performed by overtime eligible members of the bargaining unit in excess of forty (40) hours of work in a workweek is overtime and will be paid at the rate of time and one-half (1-1/2) the appropriate regular or shift rate of pay.

**25.5 Distribution of Overtime.**

- A. The Employer will, insofar as possible, equalize the distribution of overtime among the Bargaining Unit Members who desire 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 employee and the amount of work to be accomplished.
- B. Other provisions of this Section notwithstanding, it is the policy of the Employer to distribute overtime in the most economical manner.
- C. Bargaining Unit Members not desiring to work overtime will preferably not be assigned to work overtime.

#### D. Records

1. Overtime eligibles: A record of actual compensated overtime hours worked by the overtime eligible Bargaining Unit Members will be maintained and made available for reasonable inspection by appropriate APEA/AFT representatives.
2. Overtime ineligibles: Records of hours reported by the overtime ineligible Bargaining Unit Members will be maintained and made available for reasonable inspection by appropriate APEA/AFT representatives.

#### 25.6 Recall and Standby.

- A. If a Bargaining Unit Member eligible for overtime is called back to work within four (4) hours after the completion of the member's shift, the member will be paid at the appropriate overtime rate for actual hours worked. If the member is recalled later than four (4) hours after completion of the member's regular shift, the Bargaining Unit Member will be entitled to a minimum of four (4) hours pay at the appropriate overtime rate, provided that, should total callback hours worked exceed four (4), the Bargaining Unit Member will receive pay at the appropriate overtime rate for all such hours worked.

It is necessary from time to time to recall Bargaining Unit Members who are not eligible for overtime and APEA/AFT agrees that an employee obligation exists.

- B. When Bargaining Unit Members are either directed in advance by their supervisor to be available for immediate recall or their names are placed on a standby roster they will receive standby pay as outlined in 1. and 2. below. Assignments to a standby roster will be, insofar as it is possible, equitably rotated among employees normally required to perform the anticipated duties, provided that nothing in this Article will preclude the assignment of an individual to standby whose knowledge makes that individual the most logical choice for the anticipated tasks.

The rates of compensation established below will include geographic and shift pay as may be appropriate:

1. Overtime eligibles: When an overtime eligible Bargaining Unit Member is assigned to a standby roster, the Member will receive standby premium pay in an amount equal to 3/4 of one hour's pay at the Member's hourly base rate for each calendar day or portion of a calendar day of such assignment.
2. Overtime ineligibles: When an overtime ineligible Bargaining Unit Member is assigned to a standby roster, the Member will receive standby premium pay in an amount equal to one and one-quarter (1.25) hours pay at the annualized hourly base rate equivalent to the overtime ineligible Member's salary range and step for each calendar day or portion of a calendar day of such assignment.

#### 25.7 Holiday Premium Pay.

All hours worked on a holiday by an overtime eligible Bargaining Unit Member will be compensated at 1.5 times the member's regular hourly rate.

Holidays not worked by Bargaining Unit Members will be counted as time worked for the purposes of fulfilling the minimum workweek requirement.

#### 25.8 Continuous Hours of Work.

A Bargaining Unit Member will not be required to work in excess of fifteen (15) hours within one

(1) twenty-four (24) hour period except in a dire emergency.

### 25.9 Overtime Pay Calculations.

When a Bargaining Unit Member who is eligible to receive overtime works a shift that qualifies for shift differential pay, the Employer will compute overtime on the basis of the following formula:

$$(\text{Base Rate} + \text{Shift Differential}) \times 1\text{-}1/2$$

### 25.10 Compensatory Time.

- A. Compensatory time off for overtime eligible Bargaining Unit Members will be in accordance with the Fair Labor Standards Act. Overtime will be paid in cash except where an overtime eligible Bargaining Unit Member requests in writing compensatory time off and the supervisor approves the request. Compensatory time off is earned at the rate of one and one-half (1½) hours for every hour of overtime worked. Compensatory time will be allowed to accumulate to a maximum of 240 hours. The decision to grant or deny compensatory time off will be consistent with the Fair Labor Standards Act guidelines.
- B. ~~Upon request, Compensatory compensatory time off will normally be used during the pay cycle in which the overtime is worked. However, compensatory time not used between December 16 and December 15 of the following calendar year will be~~ will be cashed out to the member at the mMember's base hourly wage notwithstanding the initial request to have it accrue as compensatory time.

### 25.11 Flexible Time Plan.

The parties recognize the normal workweek is 37.5 or 40.0 hours and that it may be necessary for overtime-exempt employees to work extraordinary hours to meet the mission of the agency. An FLSA exempt employee who has been authorized to work additional hours may submit a written request to the division director for approval of the Flexible Time Plan to offset excessive hours of work with a reduction of normal work hours at a later time.

An approved Flexible Time Plan is subject to the following conditions:

- A. An employee who works in excess of 45 hours in a workweek will be eligible for flextime credits retroactive to ~~42.5~~40 hours of work in the week.
- B. Flextime credits will accrue in one-half (0.5) hour increments.
- C. No flextime credits may be earned for travel time.
- D. No more than 12 hours of work per day may be counted toward the 45.0 hour per week threshold or toward flextime credits.
- E. ~~No more than~~Flextime credits may accumulate to a maximum of two hundred (200) hours-of flextime credits may be earned within a leave year.
- F. Flextime credits may not be used in advance of performance.
- G. Employees will document on the time sheet all hours worked and all flextime used.
- H. Accrued flextime credits may be used at any time business permits with the prior approval of the supervisor in the same manner as personal leave. Requests to use accrued flextime will not be unreasonably denied.

- I. ~~Flexitime credits earned in one leave year must be used by July 1, of the following year. Unused flexitime credits will be cancelled without payment if not used by July 1, deadline.~~ Upon separation from State service or the bargaining unit, accrued flexitime credits will be cancelled without payment. Accrued flexitime credits may not be cashed out.
- J. Disputes regarding the accrual or use of flexitime credits are subject to the complaint procedures. This will be the sole and exclusive method of resolving such disputes.
- K. Flexitime credits must be tracked, documented and usage certified by the employee's immediate supervisor.

#### 25.12 Incidental Flexitime Arrangements.

From time to time, and with the prior approval of the supervisor, an (overtime ineligible) employee may be absent for up to 4 hours in a day for the following, without submitting a leave slip:

- Medical appointments for the employee or family member
- School events (this does not include regular, recurring events, such as volunteering as a classroom aid)
- Weddings or funerals
- Care of family members (including child care conflicts)
- Other personal matters, ~~(such as: banking, insurance, and wellness matters)~~ (this does not include time for which the employee may receive compensation in the form of goods, fees, salary, or other payments from a third party)

Implementation of this section includes the expectation that there will be no reduction in the total productive hours. This section may not be used ~~concurrently with~~ if the employee has flex time credits under the provisions of 25.110. This section is not subject to the grievance procedure. Approval of time off requested under this article shall not be unreasonably denied.

ARTICLE 26 - HOLIDAYS

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A. All employees will be entitled to, and compensated for, all holidays listed below:

1. The first of January, known as New Year's Day,
2. The third Monday of January, known as Martin Luther King, Jr. Day,
3. The third 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 of July, known as Independence Day,
7. The first Monday in September, known as Labor Day,
8. The 18th of October, known as Alaska Day,
9. The 11th of November, known as Veterans Day,
10. The fourth Thursday in November, known as Thanksgiving Day,
11. The 25th of December, known as Christmas Day,
12. Every day designated by public proclamation of the Governor of the State of Alaska as a legal holiday.

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*2/28/13*

Part-time employees will be entitled to those holidays on which they are regularly scheduled to work and will receive compensation only for those hours for which they would have been regularly scheduled to work.

- B. Observance of Holidays. A designated holiday will normally be observed on the calendar day on which it falls, except Bargaining Unit Members who are regularly scheduled to work on Monday through Friday will observe the preceding Friday when the holiday falls on Saturday, and will observe the following Monday when the holiday falls on Sunday. Normally only those Bargaining Unit Members designated in advance by appropriate supervision will be required to work on a designated holiday. When a designated holiday falls on a Bargaining Unit Member's scheduled day off, other than Saturday or Sunday, the day off will be rescheduled to another day within the pay cycle.
- C. Any of the holidays listed in 26 A may be considered a floating holiday if authorized by completing the attached form (Appendix B). Each full-time employee who works on a designated floating holiday will be credited with seven and one-half hours personal leave. Each part-time employee who works on a designated floating holiday will be credited with the number of hours for which they would otherwise be scheduled to work.
- D. Each year of this agreement each leave eligible Bargaining Unit Member will receive a one time 7.5 hour credit to their leave balance to be used as a floating holiday. This leave will be credited and available for use the first day of the second pay period in July each year of the agreement. Use of floating holidays will be consistent with the personal leave provisions of the collective bargaining agreement and at management's discretion.

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ARTICLE 28 - HEALTH AND SECURITY

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

**28.1 Employee Life Insurance.**

- A. Employer Provided Life Insurance: The Employer will insure the life of every employee in the principal amount of ~~two~~ Ten thousand dollars (~~\$2,000.00~~ \$10,000).
- B. Employee Purchased Life Insurance: The Employer will continue to make available an Optional Life Insurance Policy to each employee who is eligible for coverage under the Employer provided health insurance plan. The amount of optional life insurance available for employee purchase will be an amount equal to the employee's annual base income rounded to the next highest thousand. The maximum amount available will be \$100,000.

**28.2 Travel and Accident Insurance.**

The Employer will insure the life of every employee against accidental death while the employee is traveling within the scope of his/her State employment in the amount of ~~one~~ Two hundred thousand dollars (~~\$1~~ \$200,000.00). The Employer will make a timely good faith attempt to alter the existing policy to allow for the payment of death benefits to a beneficiary (beneficiaries) at their option over a five (5) year period or a lump sum payment provided that such change is at no additional expense to the Employer.

**28.3 Health Insurance.**

- A. 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, each year this agreement is in effect, the Employer's health insurance premium contribution will ~~increase by~~ be the amount of money, for all employees, that is necessary to fund comparable coverage under the "Select Benefits Economy Medical/Audio/RX/Dental Plan" (projected at ~~\$1088~~ \$1389 per month effective July 1, 2013-2014). 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.

- B. 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.
- C. 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 39.30.095.
- D. 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.

**28.4 Health Benefits Evaluation Committee.**

The parties agree to jointly participate in a Health Benefits Evaluation Committee. The HBEC will establish rules to govern the operation of the Committee.

- A. The HBEC will meet at least quarterly. Meeting arrangements and clerical support will be the Employer's responsibility.
- B. The HBEC will consist of labor and management representatives. The Supervisory Unit will have three (3) representatives on the Committee. Management and labor will have an equal number of votes regardless of the number of management members on the committee. The committee will include members from other bargaining units as agreed to separately by management and those bargaining units.
- C. The HBEC will have access to analyses of current plan administration, claims payment administration, benefit plan design and utilization conducted by or for the Division of Retirement and Benefits. A representative of the carrier will be available to the Committee.
- D. The HBEC may make recommendations to the Commissioner of Administration concerning provision of efficient, effective health care benefits within the level of the Employer's contribution, including but not limited to utilization review, pre-certification requirements, cost containment measures, employee education and preferred provider arrangements. The Commissioner of Administration will give the committee's recommendation full consideration.

#### **28.5 Monitored Health Programs.**

The parties recognize that certain public health laboratory employees, hospital employees, materials laboratory employees and landfill or disposal sites inspection employees may, in the performance of their duties, directly handle, test or wrap pathogenic microorganisms, blood products, radioactive materials, carcinogenic chemicals, and/or work with asbestos.

When a qualifying Bargaining Unit Member provides evidence to the Employer of having undergone an annual physical, the Employer will reimburse that Bargaining Unit Member one hundred and five dollars (\$105.00). To qualify for reimbursement as provided above, the Bargaining Unit Member must show proof of a physical examination. No more than one (1) such reimbursement will be paid to a Bargaining Unit Member in any twelve (12) month period.

Other Bargaining Unit Members may be provided with the same benefit upon receipt of a positive test result that they were exposed to the above noted hazardous substances in the course of their employment with the State.

#### **28.6 National and State Plans.**

If a national or state plan becomes law that requires participation by the State of Alaska during the term of this Agreement, the parties will reopen the article within 30 days.

#### **~~28.7 Health Trust.~~**

~~During the term of this agreement, APEA may explore providing an employee-directed health insurance plan through development of a health insurance trust, participation in a health care coalition, or other appropriate delivery mechanism.~~

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ARTICLE 29 - LEAVE

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**29.1 Personal Leave.**

It is understood that during the term of this Agreement, personal leave will be earned and used in lieu of all sick and annual leave except as specified in this Article. In this Article "employee" includes long-term nonpermanent bargaining unit members.

A. Rate of Accrual. All full time bargaining unit members holding permanent, probationary, provisional, or long term non-permanent status employed before July 1, 2013 An employee will accrue personal leave as follows:

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

Bargaining Unit Members falling under this section will receive 7.5 hours credit to their leave balance in the second pay period of July of each year, upon reaching their fifteenth (15) year of service, to be used as a floating holiday. Accrual and use of floating holidays will be consistent with the personal leave and holiday provisions of the collective bargaining agreement.

B. Rate of Accrual. All full-time bargaining unit members holding permanent, probationary, provisional, or long term nonpermanent status hired into State service on or after July 1, 2013, will accrue personal leave as follows:

<u>Years of Service</u>	<u>Hours Per Pay Cycle</u>
0 - 2	6.56
2 - 5	7.50
5 - 10	8.44
10 - 15	9.38
15+	11.25

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

Employees who work less than full-time will accrue personal leave per pay cycle on a prorated basis according to the above schedule and hours in pay status. Personal leave accruals for partial pay cycles of service will be on a prorated basis.

CB.-Changes of Accrual Rate. Accrual rate changes will become effective the 16th day of the month following the monthly pay cycle in which the employee completes the service requirement and becomes eligible for the higher accrual rate.

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

1. Personal leave may be granted at any time business permits with the prior approval of the employee's supervisor. Requests for personal leave will not be unreasonably denied.

2. An employee may take personal leave for medical reasons, regardless of whether business permits, upon permission of the employee's supervisor. The Employer will grant personal leave for medical reasons if satisfied that the employee is absent for medical reasons. The taking of personal leave for medical reasons will 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.

- a. Medical disability of an employee is a medical reason for taking personal leave. The Employer may require a doctor's certificate showing the disability if the absence exceeds three (3) consecutive working days.
- b. 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. An Employer may require a doctor's certificate showing the disability if the absence exceeds three (3) consecutive working days.
- c. 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. The Employer may require a doctor's certificate showing the condition if the absence exceeds three (3) consecutive working days.
- d. Death of a member of an employee's immediate family is a medical reason for taking personal leave. An employee is entitled to use five (5) days of personal leave for this purpose; use of additional personal leave may be granted at the Employer's discretion.

3. 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, banked medical or donated leave, or periods of leave without pay).

When taking leave under the FMLA, a qualified employee must exhaust all accrued personal, banked medical and donated leave (in that order) before entering leave without pay, except that an employee may elect to retain up to five (5) days of personal leave in his or her account for use upon return from leave taken under this provision. 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 will commence with the first day leave is taken under the FMLA. Approved leave without pay taken under the provisions of the FMLA will 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 recertify 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 Article 29 are found to be in conflict with the FMLA, FMLA entitlements prevail.

4. Family and Health Leave (State). The parties recognize that qualified employees may be entitled to up to 18 workweeks of leave during a 24 month period pursuant to AS

39.20.305, and that such entitlements may run concurrently with FMLA entitlements.

5. Each employee will, during each twelve (12) month period, take at least ~~37.5~~<sup>75</sup> hours of personal leave except that employees exempted from 29.01(FE) of this Article must use 112.5 hours each full year. If the employee does not take at least ~~37.5~~<sup>the required</sup> hours of personal leave during a twelve (12) month period, the difference between ~~37.5~~<sup>the required</sup> hours and the amount of personal leave taken will be canceled without pay unless the department or agency head certifies in writing that the employee was denied the opportunity to take ~~37.5 hours~~<sup>the required hours</sup> of personal leave during the twelve (12) month period. It is understood that, should the employee fail to schedule the required hours of leave, the Employer may direct that the employee take the personal leave at any time to satisfy the mandatory usage requirement.

Flextime credits earned in accordance with Article 25.11 may not be used until the employee has satisfied the mandatory leave usage requirement.

Up to 37.5 hours of personal leave cashed-in under 29.1(J) of this Article will be applied to the employee's mandatory leave usage requirement if the employee elects to deposit the value of the leave in his/her deferred compensation account.

E. Maximum Accumulation of Leave. Effective December 16, 2013, personal leave accrued but not used shall accumulate to a maximum of one thousand (1000) hours on December 15 of any calendar year. A department head may permit an employee to carry over more than one thousand (1000) hours of accrued personal leave if the employee was unable to reduce his/her accrued hours because the member: (1) was required to work as a result of fire, flood, or other extensive emergency; or (2) was assigned work of a priority or critical nature over a period of time.

By June 1 of each calendar year, those employees whose personal leave balance exceeds, or could exceed by December 15, the personal leave accumulation maximum of one thousand(1000) hours must submit to their supervisor for approval a plan to use personal leave to bring their balance below the accumulation maximum. If the employee fails to submit a plan, or adhere to an approved plan, the employee's division director will order the employee to take sufficient personal leave to reduce the employee's balance or potential balance on December 15 below the accumulation maximum.

Members who have a personal leave balance that exceeds four hundred (400) hours on December 16, 2013 shall be exempt from this provision until such time as his/her personal leave balance equals four hundred (400) hours or less on December 16 of any calendar year.

~~Accumulation of Personal Leave. Except as provided in Section 29.1.C.3, personal leave that is not taken by an employee during a twelve (12) month period accumulates for use in succeeding twelve (12) month periods.~~

~~FE.~~ Donation of Leave. Members of this bargaining unit will 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 noncovered employees subject to the following conditions:

1. Each employee wishing to donate personal leave will fill out, date, and sign a leave slip showing the amount 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)."

2. Donors will submit leave slips for a particular donee to the Division of Personnel & Labor Relations ~~Technical Services Payroll~~ Supervisor ~~to for~~ the department in which the donee is employed. Leave donations will be posted in date and order received to the recipient's Donated Sick Leave Account as needed. For donated leave to be applied to a particular pay period, the donation must be received by the last working day of the pay period. Donations will not be posted for use in a pay period prior to that in which received. Once an employee returns to work, if after three pay periods in which the donee does not require the use of donated leave, the leave donated and not used by the donee shall be returned to the donor. during the pay cycle in which personal and banked medical leave is exhausted, for use from that pay cycle forward.

3. The Employer will convert the donated leave hours to dollars at the annualized rate of the recipient's pay, and the resulting number of hours will be added to the recipient's Donated Sick Leave Account for use in accordance with the requirements of Section 29.1.HD(2). The total amount of leave credited to the recipient's Donated Sick Leave Account will not exceed three hundred (300) hours during the life of the agreement.

4. Once the Employer has completed the above process, the State will not be obligated for further processing or liabilities resulting there from. Once the donation has been transferred to the recipient's account, the donation cannot be withdrawn, modified or otherwise returned to the donor's account.

5. Donations of leave under this section will not reduce the mandatory leave usage requirements established in the agreement.

6. Leave in the Donated Sick Leave Account may not be used unless and until all accrued personal leave and all banked medical leave have been exhausted. On termination, any balance in the Donated Sick Leave Account will be treated like the banked medical leave balance.

#### GF. Terminal Leave

1. Terminal leave for unused personal leave will be allowed upon separation from service as provided in Section 24.9.E. A payment of terminal leave to an employee will be made as a lump sum payment.

2. If the employee is re-employed in State service before the expiration of the period covered by the balance of the unused leave payment, the employee may refund to the State an amount equal to the leave payment covering the period between the date of reemployment and the expiration of the unused leave period that has been paid. The leave represented by a refund will be re-credited to the employee by the employing department or agency.

3. The payment authorized by this section is not considered salary or compensation except for purposes of taxation.

#### HG. Transfer of Accrued Annual and Sick Leave. An employee who has accrued annual leave will have the annual leave transferred to the employee's personal leave account.

An employee who has accrued sick leave will have 50 percent of that sick leave transferred to the employee's personal leave account and 50 percent of that sick leave transferred to a medical leave bank. Banked medical leave may be taken only in accordance with this

section.

1. Medical Leave Bank. The medical leave balance will be available for use in accordance with Article 29.1.CD.2.

2. Except as otherwise provided in this article, upon separation from State service, an employee's medical leave bank hours will be transferred to the Supervisory Catastrophic Medical Leave Bank. A Labor-Management Committee will be established to develop the procedures regarding use of this leave bank.

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

4. Taking of leave under this section will be reduced by the amount of wage continuation payments under the Alaska Workers' Compensation Act (AS 23.30).

H. Leave Cash-In. Employees having in excess of 37.5 hours of personal leave will, upon written request to the Employer, receive payment for accrued but unused personal leave, at the employee's current annualized hourly rate, subject to the following limitations:

1. Under no circumstances may an employee request or receive a leave cash-in which would reduce the employee's accrued personal leave balance below 37.5 hours.

2. No more than six (6) leave cash-ins will be processed in a leave year.

3. Payment will be made no later than one (1) pay period following the pay period in which the request was made.

43. Leave cashed in under this section does not reduce the 37.5-75 hour mandatory leave requirement in section 29.1.C.5 except as allowed in 29.1.D(5) of this Article.

### **29.2 Adoptive Leave.**

An employee involved in child adoption proceedings will be given priority consideration in the granting of personal leave to attend to activities involved in these adoptive proceedings. Any personal leave granted under this section for purpose of illness or injury to the adoptee will be in accordance with section 29.1.CD.

### **29.3 Extended Absence for Disability, Illness or Injury.**

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

### **29.4 Absence and Payment for Court Leave.**

A. An employee who is called to serve as a juror or subpoenaed as a witness will be entitled to court leave. Employees who work the graveyard or swing shift will be placed on day shift for the day or the duration of the time the employee is scheduled to appear, whichever is longer, provided the Employer receives twenty-four (24) hours notice.

- B. Court leave may be required to be supported by written documents such as a subpoena, Marwill's statement of attendance and compensation for services, per diem and travel.
- C. Employees will turn over to their employing departments all monies received from the court as compensation for service and in turn will be paid their current salary while on court leave.

#### **29.5 Nonwar Military Duty Absence and Payment.**

An employee who is required to report for a military physical examination is entitled to a leave of absence without loss of pay, time or performance rating. The leave of absence will not exceed three (3) working days.

An employee who is a member of a reserve or auxiliary component of the United States Armed Forces or the Alaska State Defense Force is entitled to a leave of absence without loss of pay, time or performance rating without regard to other compensation earned during that period on all days during which the employee is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction, or when under direct military control in the performance of a search and rescue mission. The leave of absence may not exceed sixteen and one-half (16-1/2) working days in any twelve (12) month period, beginning December 16 and ending December 15.

An employee on personal leave will not go on military leave without returning to duty unless military leave is approved prior to commencement of personal leave.

The Employer will make every reasonable effort to schedule employee's day off to enable them to satisfy their military obligation.

#### **29.6 Association Leave.**

Upon application by APEA/AFT through the Director of Personnel & Labor Relations, an employee may be granted up to twenty-four (24) months leave without pay for purposes of serving as an APEA/AFT Official, provided that such leave, if approved, will not be less than six (6) months. Similarly, upon application by APEA/AFT through the Director of Personnel & Labor Relations, an employee may be granted up to twelve (12) months Association Business Leave, pursuant to Section 29.10, for the purpose of serving as an APEA/AFT Official, provided that such leave will not be less than six (6) months. The appointing authority will not unreasonably withhold approval of leave under this section.

#### **29.7 Other Approved Absence.**

Upon application and approval of the appointing authority, an employee may be granted leave of absence without pay. Such leave will not normally exceed twelve (12) continuous months. Continuous service credit will not accrue during the period of leave. Approval of said leave of absence will not be unreasonably withheld.

#### **29.8 Emergency Search and Rescue Leave for Operations.**

Members participating in organized State-directed emergency search and rescue operations will continue to be in work status in their regular jobs.

#### **29.9 Association Business Leave Bank.**

##### **A. Cash Bank**

1. There is hereby created an Association Business Leave Cash Bank that will be administered by the State with a monthly report of the balance and withdrawals provided to the Association Business Manager. The Bank will be established by a transfer of three (3)

hours of personal leave from each member after the date of signing of this Agreement and the same amount annually thereafter. All new members will be assessed three (3) hours of personal leave when the member's balance is at least one (1) day or more and the Employee has executed written authorization approving the deduction, and such leave will be transferred to the Bank.

The Association Business Manager may, at the Business Manager's discretion, increase the amount to four (4) hours. Should the Bank drop below the equivalent of one thousand (1,000) hours at the annualized average hourly rate, said hourly transfer will go to four (4) hours upon notice to APEA/AFT. APEA/AFT may lower the rate to three (3) hours when the Bank reaches three thousand (3,000) hours. Any change in the hourly rate will take effect on the sixteenth (16th) of the month following notice.

2. Each leave assessment will be converted to its dollar value at the rate of pay of the Employee from who the leave was received. Those dollars (with 34% benefit costs) will be placed in the Business Leave Bank. When Business Leave is used, dollars will be withdrawn from the Business Leave Bank equal to the hourly rate (with 34% benefit costs) of the Employee utilizing the leave times the hours taken.

3. Withdrawal from the Bank will be for purposes of contract negotiations, Executive Meetings, training sponsored by the Association, attendance at arbitration hearings as witnesses for the Association and other purposes as may be determined by the Business Manager. Withdrawals from the Bank will be made only by the Business Manager of the Association to the Division of Labor Relations on forms mutually agreed by the parties and furnished by the Association. All personal leave transferred to the Bank is final and not recoverable for recredit to an individual's personal leave account. If in the judgment of APEA/AFT insufficient hours remain in the Business Leave Bank, the Employer will grant personal leave or leave without pay for these purposes, except as noted below.

4. The release of members for Association leave duty will be handled on the same basis as release from duty for personal leave. Such release will not be unreasonably withheld by the supervisor.

5. In the event that the balance of the Association Business Leave Bank is insufficient to cover the entire time necessary for negotiations for the successor to this Agreement, administrative leave will be granted to no more than four (4) State employee members of the negotiating committee for all time necessary for the conduct negotiations, except during periods of strike.

6. Cash withdrawals from the Bank requested by the Business Manager or his/her designee, require the concurrence of the Commissioner, Department of Administration. The Commissioner will not unreasonably withhold such concurrence.

#### **29.11 Leave Administration.**

Except as provided above, the provisions of Personnel Memo 94.1 will be in effect and it is hereby incorporated as Appendix C. The Employer may update or revise the Appendix C memorandum from time to time to implement this Article. If the State chooses to update or revise the Appendix C memorandum it will provide the Association with the change(s) it intends to make and allow the Association a reasonable time to provide its input on the change(s) before a new memorandum is issued.

#### **29.12 Leave Balance Accounting.**

Leave balances will be maintained in hours. Employees who move into the Supervisory Unit will not have their leave balances inflated or deflated as a result of differences in workweek.

**29.13 Seasonal.**

When incumbents of seasonal positions are placed on seasonal leave without pay, such an employee remains the incumbent of the position and is not on layoff status during the period of leave without pay. Upon being placed on leave without pay, seasonal employees may elect to carry over not more than one hundred eighty-seven and one-half (187.5) hours of personal leave for use upon their return to work. Where the Employer determines that a seasonal employee will be on seasonal leave without pay for forty-five (45) consecutive days or less, the employee may elect to carry over their entire leave balance. Any additional personal leave balance will be cashed out as a lump sum. Whenever practical seasonal employees will be given fifteen (15) days notice prior to entering seasonal leave without pay status. The Employer will provide an additional thirty (30) calendar days of health insurance for seasonal employees commencing on the first day of seasonal leave without pay.

ARTICLE 37 - LEGAL TRUST FUND

- A. In addition to the wages paid per Article 24, the Employer agrees to pay the Alaska Public Employees Association/AFT Legal Trust Fund (hereinafter the Fund)

\$12.00 per month per Bargaining Unit Member in pay status in the month in which the contribution is made.

- B. The Employer will remit the amount due for the previous month to the Fund by the tenth (10th) of each month.
- C. The Fund will be sponsored and administered by APEA/AFT and the Employer will have no voice in the amount or type of service provided by this plan, however, services provided by the Fund will not be used in actions involving or in a position adverse to the State of Alaska. The Fund will attempt to obtain the maximum service possible for the employees.
- D. This Article confers only the right to demand and enforce payment of the required contributions. Failure by the State to remit the required contribution does not give rise to any grievance or cause of action by the Association, its members or any other person for other harm or damages that might result from the failure of the State to remit the required contribution. The provision or retention of legal assistance under this Article is the sole and exclusive responsibility of the Association and/or the member. Unless such actions are taken to demand and enforce payment by the State of the required contributions, the Association agrees to defend, indemnify and hold harmless the State against any and all legal actions, orders, judgments or other decisions rendered in any proceeding as a result of the implementation of this Article.

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**ARTICLE 16 - TOOLS, UNIFORMS, AND SAFETY**

**16.1 Tools and Uniforms.**

The Employer will not require Bargaining Unit Members to furnish their own vehicles, tools or work implements in order to perform State work.

The Employer will provide uniforms to any and all Bargaining Unit Members required to wear such prescribed apparel. A uniform is defined as a complete set of wearing apparel required by the Employer and required by the Employer to be of a specific color and style.

**16.2 Safety Clothing and Equipment.**

When the Employer or the Division of Labor Standards and Safety determines that special protective clothing or equipment is necessary for the performance of the Bargaining Unit Member's duties, the Employer will provide said clothing or equipment.

**16.3 Unsafe Work.**

It will not be a violation of this Agreement or grounds for dismissal if a Bargaining Unit Member refuses to work on an unsafe job, provided the job is found to be unsafe by the Alaska Department of Labor. Any safety equipment required by the Division of Labor Standards and Safety regulations to make a job safe will be supplied by the Employer. The Employer will abide by the Division of Labor Standards and Safety regulations.

Disciplinary action will not be taken under this Article until the Department of Labor has made a finding on safety. If the Department of Labor finds the job to be safe, and in the event that subsequent disciplinary action is taken, the Bargaining Unit Members will have recourse to the established grievance or complaint procedure.

**16.4 Dry Cleaning Allowances for Public Safety, Corrections Institutions, and Airport Security Personnel.**

Employees as defined above who are issued uniforms will receive a dry cleaning allowance equivalent to that provided for by their subordinate's union, whether it be Public Safety Employees Association (PSEA) or the Alaska Correctional Officers Association (ACOA). Articles of clothing issued by the Employer will be replaced when they become unserviceable due to damage or wear.

**16.5 Physicals.**

Regularly commissioned supervisors in the Alaska State Troopers, the State Fire Marshal's Office, and Fish and Wildlife Protection in the Department of Public Safety and the Airport Security Supervisory Bargaining Unit Members will receive physicals comparable to those afforded members of PSEA. Adult Probation Officers in the Department of Corrections shall receive reimbursement for annual physicals comparable to those afforded Correctional Officers in the ACOA.

**16.6 Workspace**

SU bargaining unit members shall be provided their own assigned workspace area of at least 120 square feet. When the member's work duties require confidentiality or access to sensitive information, the member shall be provided with an enclosed office workspace to assure appropriate treatment and maintenance of confidential and/or sensitive information, and to provide appropriate privacy for confidential and/or sensitive

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work meetings and activities.



## ARTICLE 20 - EDUCATIONAL ADVANCEMENT AND TRAINING

- A. The Employer, under this Agreement, recognizes the respective career disciplines that exist within this bargaining unit and the employees' desire to keep current in their fields as well as further their career levels and capabilities. The Employer recognizes its responsibilities to employees for maintenance and development within their areas of expertise or job orientation through Employer-sponsored educational opportunities. To this end and subject to available funds, the Employer will evaluate each employee's training needs in the annual performance evaluation and encourage all employees to participate in identified job related training. Reimbursement for all or part of the costs incurred may be obtained, provided that such career improvement training or education is job related, has prior approval of the Employer, and fiscal resources are available. Career improvement training or educational opportunity of less than ten (10) working days duration approved by the Employer, will normally be at no loss of leave or pay. Courses extending more than ten (10) working days are subject to cooperative Employer-employee financial and leave arrangements, including the retention of accrued leave when approved by the Employer.
- B. On-the-job training and cross training will be encouraged whenever practicable. Assignment of training opportunities will be made as equitably as possible within fiscal and staff limitations.
- C. ~~The Employer agrees to designate a resource person from each department who will be available for employee contacts regarding current job training opportunities. APEA/AFT will be provided with a list of those designated as resource persons.~~
- D. The Employer, to encourage employees to seek additional education and/or specialized training, agrees that when and wherever operationally practicable the Employer will continue to make necessary adjustments to the employee's shift schedules to permit attendance for educational pursuits.
- E. The Employer will encourage and may provide work time at least two (2) employees at each work site to be trained in First Aid and CPR.
- F. Upon application for other State classifications, employees may receive credit for attending job related State-sponsored training.
- G. The parties will meet and confer on methods for ensuring that all supervisors have access to training sponsored by the Supervisory Training Program Labor-Management Committee.
- H. Union-sponsored training will be considered as hours of work towards fulfillment of the workweek defined in Article 25.1, but will not count toward overtime premium pay for those eligible employees. Such training will be approved by the supervisor after determining that the training is work-related.
- I. Supervisory Training Committee. This Committee will have an annual budget of \$50,000 to provide training to Bargaining Unit Members, subject to legislative funding. Such training will be recommended by the Committee and is subject to approval by the Commissioner of Administration. Funds are intended to be used to provide training in-state and will not be used for out-of-state travel.

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Official Business

# Alaska State Legislature

House of Representatives

Office of the Chief Clerk

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

March 18, 2013

## MEMORANDUM

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

FROM: Suzi Lowell, Chief Clerk *by Me*

SUBJECT: Monetary Terms of Agreements

The attached monetary terms of the collective bargaining agreements between the following bargaining units were referred to the Finance Committee during floor session today:

The State and ASEA representing the General Government Unit  
The State and the Confidential Employees Association

Attachments as noted:



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

**Department of Administration**

BECKY HULTBERG, COMMISSIONER

10th Fl. State Office Building  
PO Box 110200  
Juneau, AK 99811-0200  
Main: 907.465.2200  
Fax: 907.465.2135  
[www.doa.alaska.gov](http://www.doa.alaska.gov)

March 14, 2013

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

Dear Speaker Chenault:

I am required by the Public Employment Relations Act (AS 23.40.070-260) to report the monetary terms of any agreement reached with an employee organization. By copy of my memorandum to Karen Rehfeld, Director of the Office of Management and Budget (enclosed), please accept my report of the monetary terms of the collective bargaining agreement reached between the State and the Confidential Employees Association. The monetary terms of this agreement must be submitted to the Legislature for approval pursuant to AS 23.40.215.

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

Sincerely,

A handwritten signature in cursive script that reads "Becky Hultberg".

Becky Hultberg

Enclosure

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



## Memorandum

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

**From:** Becky Hultberg, Commissioner *BH*

**Date:** March 15, 2013

**Subject:** Monetary terms of the July 1, 2013 to June 30, 2016 Collective Bargaining Agreement between the State and the Confidential Employees Association.

The Administration has concluded the negotiations process with the Confidential Employees Association. **If approved by the Legislature the monetary terms of this agreement become effective July 1, 2013 and remain in effect through June 30, 2016.**

### I. Terms Requiring Appropriation.

#### Current Legislative session

Effective July 1, 2013, the Employer's health insurance contribution will increase by an amount of money not exceeding that necessary to maintain the Select Benefits Default/Economy Plan. This amounts to an increase of \$59.00 per month, per member.

Effective July 1, 2013, the wage schedule in effect on June 30, 2013 will increase by 1%.

Effective July 1, 2013, employee life insurance coverage will increase from \$2,000 to \$10,000 and employee accidental death while in state travel status will increase from \$100,000 to \$200,000.

A training committee shall be established with an annual budget of \$20,000 to provide training to CEA members. This term was agreed to in a prior contract; however, funding was never appropriated.

#### Future Legislative Sessions

Effective July 1, 2014, the Employer's health insurance contribution will be the amount of money that is necessary to maintain the Select Benefits Default/Economy Plan.

Effective July 1, 2014, the wage schedule in effect on June 30, 2014 will increase by 1%.

Effective July 1, 2015, the Employer's health insurance contribution will be the amount of money that is necessary to maintain the Select Benefits Default/Economy Plan.

Effective July 1, 2015, the wage schedule in effect on June 30, 2015 will increase by 2.5%.

## **II. Change in State Revenues.**

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

## **III. Change in Productive Work Hours.**

Effective July 1, 2013, qualifying categories of use of incidental flex time is limited and can only be used when accrued flex time credit, if any, is exhausted. Flex time credit employees may accrue and carry forward a maximum of 200 flex time credit hours year to year.

## **IV. Terms addressing employee compensation, not requiring appropriation.**

Effective December 16, 2013, personal leave accrual will be capped at 825 hours.

Mandatory personal leave usage is increased from 37.5 to 75 hours for those employees holding under 400 hours of leave. Members holding over 400 hours of personal leave are exempt from the cap; however, those members' mandatory personal usage is increased to 112.5 hours.

Effective July 1, 2013, personal leave accrual for bargaining unit members hired into State service on or after July 1, 2013 will decrease as follows:

- 6.56 hours per pay period if the member has zero (0) to two (2) years of service. This is a decrease of .94 hours from the accrual current members receive.
- 7.50 hours per pay period if the member has more than two (2) but less than five (5) years of service. This is a decrease of .94 hours from the accrual current members receive.
- 8.44 hours per pay period if the member has more than five (5) but less than ten (10) years of service. This is a decrease of .94 hours from the accrual current members receive.
- 9.38 hours per pay period if the member has more than ten (10) years of service. This is a decrease of 1.87 hours from the accrual current members receive.
- 11.25 hours per pay period if the member has more than fifteen (15) years of service.

Effective July 1, 2013, employees employed before July 1, 2013 will receive, upon reaching their 15<sup>th</sup> year of service, 7.5 hours credit to their leave balance each year to be used as a floating holiday.

Effective July 1, 2015, pay increments will decrease from 3.75% to 3.25% of the employee's base salary.

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: Representative Mike Chenault, Speaker of the House, Alaska State Legislature

Senator Charlie Huggins, Senate President, Alaska State Legislature

All Commissioners

All Administrative Services Directors

Scot Arehart, Director, Division of Finance, Department of Administration

Nicki Neal, Director, Division of Personnel and Labor Relations,  
Department of Administration

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CEA/SOA COLLECTIVE BARGAINING AGREEMENT- 2013 BARGAINING

Article 1- Recognition	Book
Article 2- Nondiscrimination	Book
Article 3- CEA Security	TA'd Book (see attached)
Article 4- Management Rights	Book
Article 5- Parking	Book
Article 6- Legal Assistance	Book
Article 7- Working Rules	TA'd (see attached)
Article 8- Leave	TA'd (see attached)
Article 9- Time Off to Vote	Book
Article 10- Safety Equipment	Book
Article 11- Labor-Management Committee	Book
Article 12- Settlement of Disputes	TA'd (see attached)
Article 13- Wages	TA'd (see attached)
Article 14- Insurance	TA'd (see attached)
Article 15- Travel and Per Diem	Book
Article 16- Personnel Rules	Book
Article 17- Unit Responsibilities and Disciplinary Actions	Book
Article 18- Performance Evaluations and Probationary Periods	Book
Article 19- Training	Book
Article 20- Recruitment and Appointments	Book
Article 21- Layoff	TA'd (see attached)
Article 22- Legal Trust	TA'd Book (see attached)
Article 23- Superseding Effect of Agreement	Book
Article 24- Savings Clause	Book
Article 25- Conclusion of Collective Bargaining	Book
Article 26- Printing of This Agreement	Book
Article 27- Implementation of This Agreement	Book
Article 28- Term of the Agreement	Book

*Handwritten signature and date:*  
Don Jackson  
9/1/13  
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*Handwritten signature and date:*  
Kate Shaker  
3/11/13

ARTICLE 3  
CEA SECURITY

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*Kate Sherman*  
*3/11/13*

**3.01 - Membership.**

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

**3.02 - Agency Shop.**

All employees shall, as a condition of continued employment, either become a member of CEA and pay CEA dues or pay an agency fee to CEA in an amount certified by the CEA to be equal to the cost of collective bargaining representation for the life of this agreement. Payment of CEA dues or agency fees shall commence within thirty (30) days after the effective date of this Agreement or within thirty (30) days after the date of hire, whichever is later.

Employees shall be notified at the time of hire that an agency shop obligation exists under this Agreement. Employees shall contact the CEA on their own time.

Upon written request by the CEA, an employee who has been employed for more than thirty (30) days and who is not complying with the agency shop provisions of this Agreement shall be terminated by the Employer, provided that the following actions have occurred:

- A. The CEA shall notify the employee of the amount of money that is in arrears. The notice shall inform the employee of impending discharge if the full amount owed is not paid to the CEA within thirty (30) days after receipt of the notification. A copy of the notification shall be mailed simultaneously to the Director of the Division of Personnel.
- B. The CEA shall tender to the Director of the Division of Personnel a written request for termination of the employee for failure to comply with the agency shop provisions of the Agreement within the time period specified in A, in that the employee has not paid the arrearage and has not documented that the money is not owed. A copy of the notification shall be mailed simultaneously to the employee.

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

**3.03 - Maintenance of Membership.**

Each employee who, on the effective date of this Agreement, is a member of CEA or who thereafter becomes a member may continue such arrangement for the duration of this Agreement. However, such an employee may withdraw from CEA membership by giving CEA written notice of intention to withdraw. If a payroll deduction for CEA dues is affected, written notice of withdrawal shall also be given to the Employer. Such withdrawal shall remain effective until the employee voluntarily renews CEA membership. Employees who withdraw under this provision shall suffer no discrimination by CEA or the Employer. Withdrawal from CEA membership does not eliminate the agency shop obligations of Section 2.

**3.04 - Checkoff and Deductions.**

Employees who desire to have dues or fees deducted from their pay and paid to CEA shall

authorize such payroll deductions by executing checkoff on a form supplied by CEA. The President of CEA shall notify the Director of the Division of Personnel in writing of any change in the amount, frequency, or method of calculating authorized dues or fees deductions at least sixty (60) days prior to the effective date of the change. The Employer shall then make appropriate changes in payroll deductions without further notice, provided that any change does not conflict with the amount authorized by the employee. The Employer shall remit the authorized deductions to the Treasurer of CEA by the thirtieth (30th) of the month following issuance of the payroll warrant, together with a list of the names of the employees from whose pay the deductions were made.

### **3.05 - Payroll Files.**

CEA shall receive each pay period, without charge, a computer report via electronic files by use of diskette or other common media mutually agreeable to the parties which lists each bargaining unit member's name, employee identification number, position control number, range, step, classification title, status, hire date, department, merit anniversary date, mailing address, and termination date or last date in pay status, if applicable. The report shall also itemize and show any regular deductions made and forwarded to CEA. CEA specifically agrees that all information provided shall be used only for purposes related to the execution of the Agreement; that CEA shall be responsible for the protection and security of information provided; and that CEA shall assume all liability which may result from any improper disclosure or use by CEA of information provided.

### **3.06 - Meetings.**

Where there is appropriate available meeting space in buildings owned or leased by the Employer, this space may be used for meetings by CEA, provided that a request is approved in advance pursuant to the rules of the department or agency concerned. Posting notification of CEA meetings shall be permitted in office areas and on the State's e-mail system.

### **3.07 - Representatives.**

The CEA shall inform the Director of the Division of Labor Relations in writing of the names of its seven (7) board members.

With the prior approval of the first level supervisor outside the bargaining unit, these designees shall be allowed to handle complaints and grievances under this Agreement during working hours and shall suffer no loss in compensation for time spent handling complaints or grievances for up to nine (9) hours each month. Approval shall not be unreasonably denied. All time spent in such activities during work hours shall be recorded on the employee's time sheet. Time spent performing these activities shall not be counted in the calculation of hours worked. However, time compensated pursuant to this section shall be counted for the purpose of fulfilling any applicable guaranteed workweek.

### **3.08 - Super Seniority.**

For the purpose of layoff or transfer of positions in the bargaining unit, the seven (7) CEA Executive Board members and CEA negotiators shall head the seniority list of State service from the date of notice to the Employer of their designated status.

### **3.09 - E-mail Communications.**

The Employer recognizes the Association's right to communicate with its members through the internet. Bargaining unit members may use their State computers to communicate with each other and/or the Association, provided such use does not interfere with official State use, or the performance of the bargaining unit member's job duties.

**3.10 – New Bargaining Unit Orientation**

The Employer will allow an Executive Board member to provide a brief orientation, not to exceed fifteen minutes, during normal business hours to new members. This orientation must take place at the new member's duty station. This orientation will be considered time worked for payroll purposes.

ARTICLE 7  
WORKING RULES

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**7.01 - Workweek.**

The normal workweek for overtime-eligible employees shall consist of thirty-seven and one-half (37.5) hours in work or pay status from Sunday midnight to Sunday midnight within a maximum of five (5) consecutive days. All full-time employees shall be guaranteed a full workweek. Overtime exempt employees shall normally work thirty-seven and one-half (37.5) hours per week. The normal workweek shall consist of five (5), seven and one-half (7.5) hour days; however, with the mutual agreement of the employee and supervisor, the individual daily work schedule may be adjusted within the pay period to meet the needs of the agency and the desires of the employee. Hours worked in excess of thirty-seven and one-half (37.5) hours are not compensable except as otherwise provided in this agreement.

**7.02 - Overtime.**

All work performed by overtime eligible members of the bargaining unit in excess of Thirty-seven and one-half (37.5) hours of work in a workweek is overtime and shall be paid in accordance with the Fair Labor Standards Act.

**7.03 - Compensatory Time.**

Compensatory time off for overtime eligible employees shall be in accordance with the Fair Labor Standards Act. Overtime shall be paid in cash except where an overtime eligible employee requests in writing compensatory time off and the supervisor approves the request. The decision to grant or deny compensatory time off is left to the sole discretion of management and shall be consistent with the Fair Labor Standards Act guidelines. Compensatory time may accumulate to a maximum of 240 hours. ~~An employee may accrue not more than 240 hours of compensatory time. Compensatory time off shall normally be used during the pay period in which the overtime is worked. However, compensatory time not used by December 15 of the following calendar year shall be cashed out to the employee at the employee's annualized hourly wage notwithstanding the initial request to have it accrue as compensatory time.~~

**7.04 - Lunch Periods.**

A lunch period of not less than thirty (30) minutes nor more than one (1) hour shall be allowed, at the discretion of management, approximately midway of each shift.

**7.05 - Relief Breaks.**

All full-time employees shall be allowed one (1) relief break of fifteen (15) minutes in duration during the first (1st) half of the shift and another relief break of fifteen (15) minutes in duration during the second (2nd) half of the shift. Past practice shall continue regarding relief breaks for part-time employees.

**7.06 - Holidays.**

A. Subject to the provisions of B below, holidays shall be:

- The first of January - New Year's Day
- The third Monday of January - Martin Luther King, Jr. Day
- The third Monday in February - President's Day
- The last Monday in March - Seward's Day
- The last Monday in May - Memorial Day

The Fourth of July - Independence Day  
The first Monday in September - Labor Day  
The 18th of October - Alaska Day  
The 11th of November - Veterans Day  
The fourth Thursday in November - Thanksgiving Day  
The 25th of December - Christmas Day

Every day designated by public proclamation by the Governor of the State as a legal holiday.

The holiday formerly known as Lincoln's Birthday shall be treated as a floating holiday. On the first day of the second pay period in July -the personal leave account of all employees in leave accruing positions -in pay status on that date shall be credited with one (1) additional day of personal leave.

Bargaining unit members hired into State service prior to July 1, 2013, shall receive an additional 7.5 hours credited to their leave balance on the first day of the second pay period of July each year, upon reaching their fifteenth (15) year of service, to be used as a floating holiday. Accrual and use of floating holidays will be consistent with the personal leave and holiday provisions of the agreement.

- B. The Employer may direct all employees to work on a day designated to be observed as a holiday, except for New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If an employee is directed to work on a day designated to be observed as a holiday, the employee will be compensated as outlined in E & F below.
- C. If a recognized holiday falls on Sunday then the following Monday shall be a holiday, and if the recognized holiday falls on Saturday then the preceding Friday shall be a holiday.
- D. Part-time employees shall be entitled to those holidays on a pro-rated basis.
- E. Each employee shall be entitled to, and compensated for, the holidays listed above provided the employee was in pay status on the regular work day immediately preceding the holiday and in pay status on the regular work day immediately following the holiday. All hours worked by overtime eligible employees on a holiday shall be compensated at the rate of one and one-half (1.5) times the hourly rate of pay in addition to the applicable base wages for that holiday.
- F. By mutual agreement, overtime ineligible bargaining unit members may elect to work on a holiday listed in A. above. ~~In that event, the parties shall use the letter of agreement in appendix D and the bargaining unit member's personal leave account shall be credited with one day (7.5 hours) of personal leave. Additionally, overtime eligible bargaining unit members may elect to treat any holiday listed in A. as a floating holiday and the bargaining unit member's personal leave account shall be credited with one day (7.5 hours) of personal leave. For each holiday with participating bargaining unit members, the employer will provide the union a list of those overtime ineligible and overtime eligible participating members. Overtime eligible bargaining unit members are only eligible for this provision through advanced approval via individual letters of agreement. Otherwise, they must be paid in accordance with 7.06(E).~~

#### **7.07 - Distribution of Overtime.**

Compensable overtime shall be distributed as equally as is practical among employees in the same general classification within each agency. A record of actual compensated overtime

hours worked shall be maintained and made available for reasonable inspection by appropriate CEA representatives with prior approval of the employee.

#### **7.08 - Continuous Hours of Work.**

An employee required to work a double shift shall not be required to work in excess of fifteen (15) hours within one (1) twenty-four (24) hour period except in an emergency.

#### **7.09 - Termination Pay.**

When an employee provides the Employer with a written two (2) weeks notice of termination, the employee's wages become due immediately upon termination and shall be paid within three ~~five (35)~~ working days.

#### **7.10 - Frequency of Payday.**

~~Effective November 1, 2010, or as soon thereafter as feasible, payday shall be on a bi-weekly basis with direct deposit on Thursday or Friday. Until such time, P~~payday shall be the 15<sup>th</sup> and the last day of the month. If payday falls on a Saturday, Sunday or holiday, then the last working day before such Saturday, Sunday or holiday shall be the payday. Should the State desire to institute bi-weekly pay periods, the State and CEA shall immediately re-enter negotiations for the purposes of defining applicable pay procedures.

#### **7.11 - Flexible Work Schedules.**

Flexible work hours may be established by the commissioner of the employing department. The commissioner or the commissioner's designee shall be the approving authority for requests for flexible hours.

#### **7.12 - Alternate Workweeks.**

It is recognized that from time to time it is desirable to have employees work a schedule other than that provided in Article 7.01. An alternate workweek may be authorized by written agreement between the Director of the Division of Personnel & Labor Relations and the CEA under the provisions of Letter of Agreement CEA 10-KK-176 (Appendix B).

Other alternate workweek agreements may be established by written agreement between the CEA and the Labor Relations Section subject to the following conditions:

- A. The Employer shall retain final authority for scheduling hours of work.
- B. The Employer or the CEA may cancel the arrangement at any time with at least five (5) working days written notice to the other party.
- C. When an affected employee is absent, leave shall be charged for the number of scheduled work hours missed.
- D. No more than seven and one-half (7.5) hours of holiday pay shall be allowed for any holiday. The written arrangement establishing the alternative workweek shall address how a full week's hours are to be achieved during workweeks, which include a holiday.
- E. Personal leave accrual rates shall remain unchanged.

#### **7.13 - Shift Changes.**

Except in emergencies, an employee's shift shall not be changed without at least five (5)

working days notice prior to the effective date of the change.

#### **7.14 - Flexible Time Plan.**

The parties recognize the normal workweek is 37.5 hours and that it may be necessary for overtime-exempt employees to work extraordinary hours to meet the mission of the agency. An FLSA exempt employee who has been authorized to work additional hours may submit a written request to the division director for approval of a Flexible Time Plan to offset excessive hours of work with a reduction of normal work hours at a later time.

An approved Flexible Time Plan is subject to the following conditions:

- A. An employee who works in excess of 45 hours in a workweek shall be eligible for flextime credits retroactive to 40 hours of work in the week.
- B. Flextime credits shall accrue in one-quarter (0.25) hour increments.
- C. No flextime credits may be earned for travel time.
- D. No more than 12 hours of work per day may be counted toward the 45 hour per work week threshold or toward flextime credits.
- E. ~~No more than Flextime credits may accumulate to a maximum of two hundred (200) hours of flextime credits may be earned within a leave year.~~
- F. Flextime credits may not be used in advance of performance.
- G. Employees shall document on the flextime form all hours worked and all flextime used.
- H. Accrued flextime credits may be used at any time business permits with the prior approval of the supervisor in the same manner as personal leave. Requests to use accrued flextime shall not be unreasonably denied.
- I. ~~Flextime credits earned in one leave year must be used by December 15, of the following year. Unused flextime credits shall be cancelled without payment if not used by the December 15, deadline. Upon separation from State service or the bargaining unit, accrued flextime credits shall be cancelled without payment. Accrued flextime credits may not be cashed out.~~
- J. Disputes regarding the accrual or use of flextime credits are subject to the complaint procedures of Section 12.04.A. This shall be the sole and exclusive method of resolving such disputes.
- K. Flextime credits shall be tracked and credited manually until the State implements an automated tracking system.

#### **7.15 - Incidental Flextime Arrangements**

From time to time, and with the prior approval of the supervisor, an (overtime ineligible) employee may be absent for up to 4 hours in a day for the following, without submitting a leave slip:

Medical Appointments for the employee or family member

School events (this does not include regular, recurring events, such as volunteering as a

classroom aid)

Weddings or funerals

Care of family members (including child care conflicts)

| Other personal matters- such as banking, insurance, wellness matters (this does not include time for which the employee may receive compensation in the form of goods, fees, salary or other payments from a third party)

Implementation of this section includes the expectation that there will be no reduction in the total productive hours. This section may not be used if the employee has flextime credits under the provisions of Article 7.14. This section is not subject to the grievance procedure. Approval of time off requested under this article shall not be unreasonably denied.

**ARTICLE 8  
LEAVE**

*W. W. W.*  
*Kate Sullivan*  
*3/11/13*

**8.01 - Rate of Accrual.**

All full-time employees holding permanent, probationary or provisional status employed before July 1, 2013 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

All full-time employees holding permanent, probationary or provisional status hired into State service on or after July 1, 2013, will accrue personal leave as follows:

Years of Service	Hours Per Pay Period
0 - 2	6.56
2 - 5	7.50
5 - 10	8.44
10 - 15	9.38
15 +	11.25

Personal leave accruals for partial months of service shall be on a prorated basis. 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. Accrued leave shall be posted on a semimonthly pay period and shall be available for use when posted. In determining years of service for the purpose of computing personal leave, all permanent/probationary/provisional service with the Territory and State of Alaska is included.

Employees transferring into the bargaining unit who have accrued annual leave shall have the hours of annual leave transferred to the employee's personal leave account.

**8.02 - Changes of Accrual Rate.**

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

**8.03 - Medical Leave Bank and Transfer of Accrued Sick Leave.**

A. An employee who transfers into the Confidential Unit who has accrued sick leave shall have fifty percent (50%) of that sick leave transferred to the employee's personal leave account and fifty percent (50%) of that sick leave transferred to a medical leave bank. Banked medical leave may only be taken in accord with this Article.

B. Medical Leave Bank. Such leave as is provided in Paragraph A, above, shall be available for use in the event of a medical disability which prevents the employee from working or illness or injury to a member of the employee's immediate family. The supervisor may require a physician's certificate. If the employee has no Medical Leave Bank leave balance, or if that balance is exhausted during the period of disability/absence, leave shall be

charged to the employee's Personal Leave accrual in accordance with Section 8.04- Utilization & Disposal, of this article, below.

- C. Except as otherwise provided in 8.05 (D) , upon separation from State service, the hours in an employee's medical leave bank shall be transferred to the CEA Catastrophic Medical Leave Bank. The Labor-Management Committee established at Article 11 shall develop the procedures regarding use of this leave bank.

#### **8.04 - Utilization and Disposal.**

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

Personal leave requests require the prior approval of the supervisor except in the case of illness or injury to the employee. Employee requests shall be given full consideration and, to the extent practicable, approved. However, the parties agree that the final decision with regard to approval or disapproval of any request shall be based on the supervisor's evaluation of the needs of the job. In an absence due to illness or injury, the supervisor may require a physician's certificate. Employees shall not be required to provide a physician's certificate for illnesses of less than three (3) days unless improper use is suspected.

Personal leave accrued but not used shall accumulate until separation; however, at least 7537.5 hours of personal leave must be used each full leave year (December 16 of one (1) calendar year through December 15 of the following calendar year) except that employees exempted from 8.05 of this Article must use 112.5 hours each full year. ~~Approved leave without pay shall count toward the mandatory 37.5 hours usage. Part-time employees shall have the mandatory leave requirement prorated based upon the number of hours the employee is regularly scheduled to work. If the employee does not take the required hours of personal leave during a twelve (12) month period, the difference between the required hours and the amount of personal leave taken will be canceled without pay unless the department or agency head certifies in writing that the employee was denied the opportunity to take the required hours of personal leave during the twelve (12) month period. It is understood that, should the employee fail to schedule the required hours of leave, the Employer may direct that the employee take the personal leave at any time to satisfy the mandatory usage requirement.~~

Flextime credits earned in accordance with Article 7.14 may not be used until the employee has satisfied the mandatory leave usage requirement.

Up to 37.5 hours of personal leave cashed-in under 8.08 of this Article will be applied to the employee's mandatory leave usage requirement if the employee elects to deposit the value of the leave in his/her deferred compensation account.

~~If the employee fails to use the 37.5 hours in any full leave year, the employee shall be entitled to payment for the unused portion. This payment shall be at the employee's annualized hourly rate and shall be included in the first (1st) regular payroll following the close of the leave year. The period of time for which payment is made shall be deducted from the employee's personal leave balance. It is understood that, should the employee fail to schedule the 37.5 hours leave, the Employer may direct that the employee take the personal leave at any time to satisfy the 37.5 hours requirement.~~

#### **8.05 - Maximum Accumulation of Leave**

Effective December 16, 2013, personal leave accrued but not used shall accumulate to a maximum of 825 hours on December 15 of any calendar year. A department head may permit an employee to carry over more than 825 hours of accrued personal leave if the employee was unable to reduce his/her accrued hours because the member was assigned work of a priority or critical nature over a period of time.

By June 1 of each calendar year, those employees whose personal leave balance exceeds, or could exceed by December 15, the personal leave accumulation maximum of 825 hours must submit to their supervisor for approval a plan to use personal leave to bring their balance below the accumulation maximum. If the employee fails to submit a plan, or adhere to an approved plan, the employee's division director will order the employee to take sufficient personal leave to reduce the employee's balance or potential balance on December 15 below the accumulation maximum.

Employees who have a personal leave balance that exceeds 400 hours on December 16, 2013, shall be exempt from this provision until such time as his/her personal leave balance equals 400 hours or less on December 16 of any calendar year.

#### **8.065 - Separation.**

- A. Employees who separate from State service for any reason including layoff shall receive within ~~three~~ seven (37) days a lump sum payment for all accrued unused personal leave. Unused personal leave will be paid out at the employee's current hourly rate of pay at the time of separation.
- B. Employees who go on personal leave and subsequently give notice of resignation, or who do not return to work, shall be considered to have separated on the last day worked. No additional leave shall accrue after the last day worked.
- C. Any exception to the policy stated in B. of this section requires the prior written approval of the Commissioner of the Department of Administration.
- D. In case of death of an employee who, at the time of death, is a bargaining unit member all unused sick leave shall be paid to the employee's designated beneficiary in a lump sum at the employee's annualized hourly rate of pay.

#### **8.076 - Funeral Leave.**

If a death occurs among members of an employee's immediate family, the employee shall be excused from work and allowed to use up to 75 hours of leave to attend the funeral and make arrangements. The funeral leave time shall be charged first to personal leave, then to medical leave or, if no leave is available, to leave without pay. Additional days may be authorized under extenuating circumstances. Immediate family, for the purpose of funeral leave, shall mean husband, wife, child, father, mother, any person "in loco parentis" to the employee, sister, brother, father-in-law and mother-in-law, grandparents, grandchildren, stepchildren and foster children.

#### **8.087 - Leave Cash-In.**

Employees having in excess of 37.5 hours of personal leave shall, upon request to the Employer, receive payment for accrued but unused personal leave at the annualized hourly rate of pay. Under no circumstances may an employee receive a leave cash-in which would reduce the employee's leave balance below 37.5 hours. No more than six (6) leave cash-ins will be processed in a leave year. Payment shall be made no later than one (1) pay period following

| the pay period in which the request is received.

| **8.098 - CEA Leave Bank.**

Upon written authorization, new employees in the bargaining unit shall have seven and one-half (7.5 hours) of personal leave assessed and transferred to the CEA Leave Bank as soon as a sufficient amount is posted to individual leave accounts. Such reduction shall not be applied toward the mandatory leave usage as required in Section 4 of this Article.

The purpose of the Bank is to provide CEA with a reserve of personal leave to provide for employee training, Association business meetings, contract negotiations and other purposes authorized by the CEA President. Voluntary contributions in increments of seven and one-half (7.5) hours may be made by any employee.

Each leave assessment and contribution shall be converted to its dollar value at the rate of pay of the employee from whom the leave was received. Those dollars (with benefit costs) shall be placed in the CEA Cash Business Leave Bank. For each hour of business leave used in accordance with other provisions of this section, dollars shall be withdrawn from the bank equal to the hourly rate (with benefits) of the employee utilizing the leave.

Upon notice by the President of CEA to the Employer, each employee who has authorized a deduction shall be assessed personal leave in equal amounts.

All personal leave transferred to the Bank is final and not recoverable for recredit to an employee's individual leave account.

Withdrawal requests from the CEA Leave Bank shall be made by the President of CEA addressed to the Director of the Division of Personnel. The President and officers of CEA assume complete responsibility for:

- A. evaluating requests for use of the Leave Bank;
- B. approving withdrawal requests in given amounts.

Withdrawal from the Bank shall be made only when leave has been approved on the same basis as any personal leave request. Such approval shall not be unreasonably denied.

| **8.1009 - Donations of Personal Leave.**

Employees shall be allowed to donate personal leave to and receive donations of annual or personal leave from employees in this unit, those represented by a different union, or non-covered employees for medical purposes subject to the following conditions:

- A. Each employee wishing to donate personal leave shall submit a leave request showing the amount of personal leave he or she wishes to donate in increments of not less than two (2) hours.
- | B. Each request shall state, "Leave donation to (employee name), (Employee identification number)".
- C. Until a new Time and Attendance system is implemented, leave slips will be the standard form for the donation of personal leave.

- D. All leave requests for a particular recipient shall be delivered to the Payroll Supervisor of the recipient's Service Center for processing each pay period as needed or will be submitted through the online time and attendance system, when implemented. Once an employee returns to work, if after three pay periods in which the donee does not require the use of donated leave, the leave donated and not used by the donee shall be returned to the donor.
- E. The Employer shall, for purposes of computation, convert the donated leave hours to dollars at the hourly rate of the donor. The dollars shall then be converted to hours of leave at the hourly rate of the recipient, and the resulting number of hours shall be added to the recipient's donated leave account for use as medical leave. The total amount of donated leave credited to the employee's donated leave account shall not exceed 300 hours during the life of the current agreement. Leave donations shall be credited to the recipient's donated leave account during the pay period in which received by the Division of Finance. Donated leave may not be used until all accrued personal and medical -leave has been exhausted.
- F. Once the Division of Finance has completed the above process, the State shall not be obligated for further processing or liabilities resulting there from. Once the donation has been transferred to the recipient, the donation cannot be withdrawn, modified or otherwise returned to the donor's leave account. Leave donations shall not reduce the mandatory leave usage requirements established in this Article. 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.
- G. Except as otherwise provided in this Article, upon separation from State service, the hours remaining in an employee's donated leave bank shall be converted to the CEA Catastrophic Medical Leave Bank. The Labor Management Committee established in Article 11 shall develop the procedures regarding use of the Catastrophic Medical Leave Bank.

**8.110 - Court Leave.**

An employee who is called to serve as a juror or subpoenaed as a witness shall be entitled to court leave. Court leave shall be supported by written documents such as subpoena, marshal's statement of attendance, and compensation for services, per diem and travel. Employees shall turn over to their employing departments all moneys received from the court as compensation for service and in turn shall be paid their current salary while on court leave.

**8.124 - Military Leave.**

An employee who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay, time or performance rating without regard to other compensation earned during that period on all days during which the 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 leave year.

**8.132 - Family Leave.**

Qualified employees may be granted family leave. When taking family leave, a qualified employee must exhaust all accrued personal and medical leave as provided in Section 8.03, and donated leave (in that order) before entering leave without pay except that an employee may elect to retain up to 37.5 hours of personal leave in his or her leave account for use upon

return from leave taken under this provision. When taking leave due to pregnancy, childbirth, foster care placement or adoption, the leave entitlement must be taken consecutively.

The period for utilizing family leave entitlements shall commence with the first day of family leave. An employee may be required to recertify 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.

**8.143 - Other Approved Absences.**

Upon application and approval of the appointing authority, an employee may be granted leave of absence with or without pay. Such leave shall not normally exceed twelve (12) continuous months. Continuous service credit shall not accrue during the period of leave without pay. Approval of said leave of absence shall not be unreasonably withheld.

**8.154 - Leave Anniversary Date.**

The leave anniversary date must be advanced one (1) month later for each twenty-three (23) days of leave without pay in a leave year.

*Jim*  
*W. Wren*  
*Kate Shuman*  
*3/11/13*

**ARTICLE 12  
SETTLEMENT OF DISPUTES**

**12.01 - No Strike or Lockout, Picket Lines.**

A. CEA agrees that during the life of this Agreement, CEA, its agents or its bargaining unit members shall not authorize, instigate, aid or engage in any work stoppage, slowdown, sick-out, refusal to work, picketing or strike against the Employer.

~~B. If a picket line is established and sanctioned by CEA and officially announced by the CEA President, it shall not be a violation of this Agreement and it shall not be cause for discipline or discharge in the event an employee refuses to enter upon any property involved in such a primary labor dispute or refuses to go through or work behind any such primary line, including primary picket lines at the Employer's place of operation. The provisions of this paragraph do not apply to those class one employees described under AS 23.40.200 or to class two employees if enjoined pursuant to AS 23.40.200.~~

~~B.~~ CB. The Employer agrees that during the life of this Agreement there shall be no lockout.

~~D.~~ DC. Any violation of this Section by CEA or the Employer is not subject to the grievance-arbitration procedure and either party may pursue such legal remedies as provided by law.

~~E.~~ ED. Disciplinary action taken against an employee for violation of this Section is subject to the grievance-arbitration procedure.

**12.02 - Grievances.**

A. Grievance Procedure. It is desired that differences between employees and supervisors be resolved as quickly as possible. To achieve this goal, employees are encouraged to discuss such differences with their supervisor as soon as possible after they are aware of the event leading to the difference and prior to filing a grievance. Supervisors are similarly encouraged to be responsive to such discussions. Adjustments may not conflict with this Agreement or applicable laws, regulations, or policies and shall not be precedential. Such discussion is at the employee's option and the time limits for filing a grievance shall be adhered to. If the supervisor has not responded, or the employee is not satisfied with the supervisor's response, the employee must file a written grievance at Step One within the time frames set forth below.

A grievance shall be defined as any controversy or dispute involving the application or interpretation of the terms of this Agreement arising between the CEA or an employee or employees and the Employer.

Grievances shall be processed on forms provided by the Employer. The grievance shall state the facts giving rise to the grievance, the specific provision(s) of the Agreement that are alleged to have been violated, and the remedy requested. If the Employer fails to render a decision within the allotted time, the grievance may be advanced to the next step by the CEA. Time frames may be extended by mutual agreement of the parties.

**Step One:** An employee shall individually, or with a CEA representative, present the written grievance to the Division Director of the employing division ~~first level supervisor outside the bargaining unit~~ within twenty (20) working days of the disputed action or the date the employee is made aware of the action, whichever is later. The supervisor shall respond in

writing within ten (10) working days of receipt. The written grievance shall state specifically which Article(s) and Section(s) the Employer may have violated and the manner in which the violation is alleged to have occurred.

Settlements reached at Step One shall be binding only if such settlements are consistent with the provisions of this Agreement, the policies and regulations of the Employer, and the authority of the respondent. Grievances settled at Step One which are found to be inconsistent with the provisions of this Agreement, the policies and regulations of the Employer, and/or the authority of the respondent may be reopened by the Employer through written notice to CEA within ten (10) working days after receipt of the settlement. CEA may advance such a grievance directly to Step Two.

**Step Two:** If the grievance is unresolved at the prior Step, an appeal may be submitted by the CEA representative in writing to the Commissioner of the Department of Administration within ten (10) working days after the prior Step response is due or received. Within five (5) working days of receipt at Step Two, the grievance shall be the subject of a conference between the CEA representative and a representative of the Commissioner of the Department of Administration. If the representatives are unable to resolve the grievance, the Commissioner or designee shall respond in writing within ten (10) working days after the conference.

- B. **Disciplinary Grievances.** All grievances resulting from dismissal, demotion for cause, or a single suspension in excess of thirty (30) days of a permanent employee shall be entered into the procedure at Step Two. Such grievances shall be brought to the attention of the Employer within ten (10) working days of the action or knowledge thereof.
- C. **Class Action Grievances:** A class action grievance is a controversy or dispute which affects two (2) or more employees in the same manner. Class action grievances shall be submitted by the CEA representative to the first (1st) level supervisor having jurisdiction over all grievants. Class Action grievances must identify grievants by the class of affected employees with sufficient specificity that the class will be readily identifiable.

#### **12.03 - Arbitration.**

- A. **Board of Arbitration.** Within thirty (30) days of the signing of this Agreement, the Employer and the CEA shall jointly request from the US. Federal Mediation and Conciliation Service (USFMCS) the names of 21 qualified arbitrators. From the list of 21 arbitrators the Employer and the CEA shall alternately strike from the list one name at a time until 11 names remain on the list. This list of 11 arbitrators shall be used by the parties to select individual arbitrators for hearings. This does not preclude the parties from compiling a mutually agreeable list without the assistance of USFMCS.

For each hearing, the parties shall select the arbitrator by alternately striking one (1) name at a time until only one (1) name remains on the list. The parties shall alternate on striking the first (1st) name. The name of the arbitrator remaining on the list shall be accepted by the parties as the arbitrator, and arbitration shall commence on a mutually acceptable date.

- B. **Selection of the Arbitrator.** If a grievance is not resolved at Step Two the CEA may request arbitration. This request shall be submitted to the Director of the Division of Personnel and Labor Relations or designee in writing within twenty (20) working days after the response from Step Two is due or received. The CEA shall state specifically which Article(s) and Section(s) the Employer may have violated and the manner in which the violation is alleged

to have occurred. The parties shall meet within twenty (20) working days after receipt of the request for arbitration to strike names and to make arrangements to contact the arbitrator about scheduling the hearing. The CEA shall contact the Employer to strike names.

- C. Authority of the Arbitrator. Questions of arbitrability shall be decided by the arbitrator. Once a determination is made that the matter is procedurally arbitrable or if such preliminary determination cannot reasonably be made, the arbitrator shall then proceed to hear the merits of the dispute.

The parties agree that the decision or award of the arbitrator shall be final and binding. The arbitrator shall have no authority to rule contrary to, amend, add to, subtract from or eliminate any of the terms of this Agreement. The arbitrator shall have no power to modify a penalty or other management action except by finding a contractual violation.

Expenses incident to the services of the arbitrator shall 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.

- D. Removal of Documents. Documents implementing penalties, which are later reversed, shall be removed from the employee's personnel file. This does not preclude the maintenance of such records in the files of Labor Relations, provided such documents shall not be forwarded to potential employers within or outside State government.
- E. Arbitration Witnesses. A Confidential Unit member who is required to appear as a witness for CEA for an arbitration proceeding shall be granted time off subject to the CEA Business Leave Bank.

#### **12.04 – Complaints.**

- A. Complaint Procedure. A complaint shall be defined as (1) any controversy, dispute or disagreement arising between the CEA or an employee or employees and the Employer which does not involve the application or interpretation of the terms of this Agreement, or (2) the appeal of the discharge, demotion or suspension of a probationary employee not holding permanent status in another classification. Such matters are not included in the definition of a grievance as set forth in Section 2. The following shall be the sole and exclusive method of resolving complaints.

Complaints shall be processed on forms provided by the Employer. The complaint shall state the facts from which it arises, the rules, procedures or conditions which should be considered and the remedy requested. If the Employer fails to render a decision within the allotted time, the complaint may be advanced to the next step by the CEA. Time frames may be extended by mutual agreement of the parties. Adjustments to complaints shall not conflict with this Agreement or applicable laws, regulations or written policies.

**Step One.** An employee may individually, or with a CEA representative, present the written complaint to the first level supervisor outside the bargaining unit within twenty (20) working days of the action or inaction or the date the employee is made aware of the action or inaction, whichever is later. The supervisor shall respond in writing within ten (10) working days of presentation.

**Step Two.** If the complaint is unresolved at Step One, an appeal may be submitted by the

CEA representative in writing to the Commissioner of the Department of Administration within ten (10) working days after the Step One response is due or received. Upon request of the CEA, a conference between the CEA representative and a representative of the Commissioner of the Department of Administration shall be convened to discuss the complaint. If the representatives are unable to resolve the complaint, the Commissioner or designee shall respond in writing within twenty (20) working days after receipt of the appeal or the date of the conference, whichever is later. The decision of the Commissioner of the Department of Administration is final and shall settle the matter.

- B. **Group Complaints.** A group complaint is a controversy, dispute or disagreement which affects two (2) or more employees in the same manner. Group complaints shall be submitted by the CEA representative to the first (1st) level supervisor outside the bargaining unit having jurisdiction over all complainants and may be appealed upward from that level until final settlement by the Commissioner of the Department of Administration. Time limits and procedures shall be as for individual complaints set out above. Group complaints must identify complainants by name, job class and department to the extent possible.
- C. **Conversion to Grievance.** If in the opinion of the CEA representative a matter initially filed as a complaint does involve the application or interpretation of this Agreement, the complaint may be converted to a grievance at or before Step Two. The grievance must be filed on a grievance form with copies of the complaint and all responses attached. Nothing in this section shall limit the Employer's right to raise questions of arbitrability.

#### **12.05 - Review of Individual Positions.**

An employee may obtain a review of the classification of his/her position in the following manner:

The Union shall submit a request for review to the Director of the Division of Personnel and Labor Relations or designee. The request for review shall include a copy of the full position description from the On-Line Position Description system and the union will provide an analysis supporting their request. The employee shall complete a full position description describing the duties, level of authorities and responsibilities performed.

The Division of Personnel and Labor Relations shall review the employee's duty description with the employee's supervisor as part of a position analysis. A final position description shall be completed to reflect the actual duties assigned and performed. The completed PD shall be reviewed in conjunction with existing class specifications for proper classification. Not later than sixty (60) calendar days following receipt of the request, the Director of Personnel and Labor Relations or designee shall render a decision and notify both the supervisor and the Union.

- A. Reallocations shall be made effective in accord with 2 AAC 07.035. If the Director or designee determines that the position should be upgraded but funds are not available the employing department shall restrict the duties to be consistent with the classification at the funded level.
- B. No more than one (1) request may be processed for a position under this section in any twelve (12) month period unless substantial changes in duties have occurred.
- C. The foregoing procedure shall be the sole and exclusive method of resolving classification disputes, notwithstanding the other provisions of Article 12.

ARTICLE 13 -  
Wages

*She  
u view*  
*Kate Johnson  
3/11/13*

**13.01 - Wages.**

- A. Effective July 1, ~~2013~~<sup>2010</sup>, ~~the wage scales in effect on July 1, 2012, will increase by one percent (1%).~~ CEA members shall convert to the Supervisory Unit salary schedule in effect on July 1, 2010. This schedule is found in Appendix D.
- B. Effective July 1, ~~2014~~<sup>2011</sup>, the salary/wage scales schedule in effect on June 30, 2013~~4~~, shall be increased by ~~one two percent (12%)~~.
- C. Effective July 1, ~~2015~~<sup>2012</sup>, the salary/wage scales schedule in effect on June 30, 2014~~2~~, shall be increased by ~~two and one-half percent (2.5%)~~.
- D. The minimum rate of pay in the assigned salary range for a job classification shall normally be paid upon initial appointment or hire. Any exception shall require the written approval of the Director of the Division of Personnel and Labor Relations prior to an employee beginning employment in the class.
- E. Pay increments, computed at the rate of 3.75% of the employee's base salary, shall be provided after an employee has remained in the final step within a given range 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 "acceptable" or better service.
- Effective July 1, 2015. Pay increments, computed at the rate of 3.275% of the employee's base salary, shall be provided after an employee has remained in the final step within a given range 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 "acceptable" or better service.

**13.02 - Geographic Differentials.**

The parties agree that members of this bargaining unit shall receive the geographic differentials as provided for in Appendix A.

**13.03 - Swing and Graveyard Shift Differentials.**

- A. All full-time employees who work a "swing" shift beginning between 12:00 noon and 7:59 p.m. are entitled to a 3.75 percent increase over their basic hourly wage or salary as established by this Article for all hours worked in each such shift. All part-time employees who work a "swing" shift beginning between 4:00 p.m. and 7:59 p.m. are entitled to a 3.75 percent increase over their basic hourly wage as established by this Article for all hours worked in each such shift.
- B. All employees who work a "graveyard" shift beginning between 8:00 p.m. and 5:59 a.m. are entitled to a 7.5 percent increase over their basic hourly wage or salary as established by this Article for all hours worked in each such shift.

**13.04 - Standby Pay.**

When employees are ordered to remain home, or periodically report their whereabouts and be available for immediate recall, their names shall be placed on a standby roster. An amount

equal to 10 percent of seven and one-half (7.5) times the employee's hourly base salary shall be paid to an employee who is assigned to a standby roster for each calendar day or portion of a calendar day of such assignment. The daily rate of compensation shall include geographic and shift pay as may be appropriate.

**13.05 - Reallocation of Position.**

If an employee is reclassified to a higher salary range based upon the work already being performed, the employee's status and step placement shall remain unchanged. An employee who has earned a pay increment must remain at that pay increment in the new range for two years. If an employee is reclassified to a higher salary range based upon work that they have not already been performing, their step placement shall be determined in accordance with Article 13.08 .

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

An employee holding a position which is assigned to a lower pay range or reallocated to a classification which carries a lower pay range shall be treated in the following manner:

- A. If the employee's current salary is the same as any step in the new range, the employee shall enter the new range at that step;
- B. If the employee's current salary falls within the lower range, but between steps, the employee's salary shall remain frozen until that employee earns the next merit increase or pay increment at which time that employee shall be placed at the next higher step;
- C. If the employee's current salary exceeds the maximum of the new range, it shall remain frozen until it is the same as any step or falls between steps which appear on the salary schedule at the lower range, whichever is earlier.

Salaries which are frozen shall not be subject to any salary increase including contractually negotiated adjustments or cost-of-living adjustments to the salary schedule. For purposes of this paragraph employees whose positions are subject to a reallocation from one (1) class to another may not be paid at a pay increment unless they have earned such step in the class occupied prior to the reallocation action or until said step is earned in the class to which the position was reallocated.

Time served at Step F or a pay increment of the higher range shall be counted as time served at Step F or a pay increment of the lower range.

**13.06 - Anniversary Dates.**

The merit anniversary date or any other pay increment date must be advanced one (1) month later for each twenty-three (23) days of leave without pay in a leave year.

**13.07 - Rehire Employees.**

If an individual, eligible for rehire, is reappointed to a class or to a parallel class with prior approval of the Director of the Division of Personnel and Labor Relations under Section 20.04, in which the employee previously held permanent or probationary status, the appointing authority may make the appointment at the same step in the salary range for the class that the employee occupied before separation, provided that the rehire occurs within a period of three (3) years. If appointed above the beginning step of the range, the employee's merit anniversary

shall be the beginning of the pay period following completion of one (1) year of service after hire or the equivalent for part-time employees. An employee reappointed at a pay increment must complete two (2) years of service after hire before moving to the next pay increment.

If an individual is rehired with prior approval of the Director of the Division of Personnel and Labor Relations in a lower class in the same class series, the employee may be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable State service or at such other step approved in advance by the Director of the Division of Personnel and Labor Relations.

**13.08 - Promoted Employees.**

- A. If an employee in frozen pay status is promoted to a higher job class, the promotion shall result in, at a minimum, a one (1) step real increase in compensation.
- B. An employee who has served one-half (1/2) or more of the time required to be considered for the next step increase shall, upon promotion to a position in a higher salary range in the bargaining unit, be placed at Step A of the higher range or such other step as shall provide an increase of two (2) steps, whichever is greater.
- C. An employee who has served less than one-half (1/2) of the time required to be considered for the next step increase shall, upon promotion to a position in a higher salary range in the bargaining unit, be placed at Step A of the higher range or such other step as shall provide an increase of one (1) step, whichever is greater.
- D. A promoted employee entering the new range at a pay increment shall be treated as if that increment had been earned in the new range and granted further increments accordingly.
- E. For purposes of this section, "steps" means both pay increments and merit steps.

**13.09 - Acting in a Higher Range.**

An employee who has received prior written delegation to perform essentially all of the duties of a specific position at a higher range for fifteen (15) consecutive calendar days shall be paid at the step of the higher range that would be appropriate in case of promotion, retroactive to the first (1st) day of such duties. Upon commencement of the employee's regular duties, the employee's pay rate shall return to normal. Such delegation shall not exceed sixty (60) days unless extended by the Director of the Division of Personnel and Labor Relations.

Accrued leave used or cashed out while in acting status shall be paid at the employee's regular rate of pay.

It shall not be a violation of this Agreement, nor cause for disciplinary action, if an employee declines to accept a written delegation of authority. Employees shall be informed of the expected length of a delegation of authority at the time it is offered.

**13.10 - Subfills.**

An employee who subfills a position within the bargaining unit for more than fifteen (15) days shall receive full credit for the time served, for promotional purposes, by submittal of a written report to be placed in the employee's personnel file. This provision does not apply to positions that are flexibly staffed.

**13.11 - Penalty Pay.**

If the employee does not receive the paycheck on payday or within twenty-four (24) hours of the close of business on payday, the employee shall be entitled to penalty pay of forty dollars (\$40.00) for every day thereafter that the check is late, provided the employee files notice with the Employer on forms provided by the Employer within the next regular business day. Failure to provide notice to the Employer within the specified time period shall forfeit claim for penalty pay until such notice is given. In no case may penalty pay exceed four hundred dollars (\$400.00) for any single incidence of late pay.

Verified pay shortages shall be paid no later than fifteen (15) days after verification of a written complaint. However, verified pay shortages of one hundred dollars (\$100) or less shall be paid on the next regular semimonthly warrant. If not paid as provided in this paragraph, the penalties set forth above shall apply.

### **13.12 - Demotions.**

- A. Demotions for Cause. An employee who is demoted for cause shall enter the new range at the step occupied at the higher range.
- B. Voluntary Demotion. An employee holding permanent status in a classification may request a voluntary demotion to a lower class in the same or a closely related class series and shall retain permanent status in the lower class. An employee who is granted a voluntary demotion shall be paid at the step in the range of the lower class that best reflects creditable State service at or above the range demoted to.
- C. Time served at Step F or a pay increment of the higher range shall be counted as time served at Step F or a pay increment of the lower range.

### **13.13 - Transfers.**

- A. An employee appointed to a position in the same classification or a successor classification, at the same pay range, or a parallel class shall retain the step held prior to the transfer and the employee's merit anniversary or pay increment date and status shall remain unchanged.
- B. An employee appointed to a position in a different classification (which is not parallel) at the same pay range shall retain the step held prior to the transfer. The employee shall serve a new probationary period and shall establish a new merit anniversary date. If an employee is at a pay increment, the date the employee is eligible for the next increment remains the same.

### **13.14 – Step Placement Upon Movement to a Position in a Lower Range**

- A. An employee who is appointed to a position in a lower job classification not in the same, parallel or closely related class series shall be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable State service.
- B. The employee shall serve a new probationary period in the lower class and shall have a new merit anniversary date established.
- C. This does not preclude an employee from receiving an advanced step placement in lieu of a step placement based on creditable State service should they meet the established criteria.

### **13.15 - Dispatchers.**

Employees of the Alaska Marine Highway System functioning as Dispatchers shall be compensated as follows for work performed by telephone outside of regular work hours. For

calls received within four hours after completion of the regular work day, the time worked shall be recorded on the timesheet in fifteen (15) minute increments. For calls received later than four hours after completion of the regular work day, the time worked on the timesheet shall be recorded in thirty (30) minute increments.

**13.16 - Overpayments.**

Overpayments discovered after one (1) year from the date the overpayment was made shall be forgiven by the Employer provided the employee was not directly involved in the calculation or certification of the payroll resulting in the error and the overpayment was not the result of fraud, deception or the employee's negligence.

ARTICLE 14 -  
Insurance

*file  
Katie Shulman  
3/11/13*

**14.01 - Employee Health Insurance Plan.**

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

The Employer shall seek to maintain a plan with prudent reserves and minimal cost shifting. This Article shall in no way limit the Commissioner's authority under AS 39.30.095.

The Employer's health insurance shall be increase by the amount of money, for all employees, that is necessary to fund comparable coverage under the "Select Benefits Economy Plan."

The eligibility of employees and their dependents for coverage and the precise benefits to be provided shall be as set forth in the insurance plan documents, consistent with AS 39.30.090. The Employer shall provide written notice to the CEA of changes to the level of health insurance benefits at least sixty (60) days prior to implementation.

The Employer's responsibility under this section is limited to the payment of necessary contributions required to purchase the insurance coverage. The Employer has no liability for the failure or refusal of the third party administrator to honor an employee's claim or to pay benefits and no such action on the part of the third party administrator shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances shall the Employer be responsible for paying any health insurance benefits directly to an employee. Disputes regarding individual claims shall be adjudicated solely through the procedures provided by the third party administrator, except that an allegation that the Employer has failed to pay the required premium may be subject to the grievance procedure set out at Section 12.02.

The Employer expressly waives its right to require the CEA to bargain collectively and the CEA 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 39.30.095.

**14.02 - Employee Life Insurance.**

A. Employer Provided Life Insurance: The Employer will insure the life of every employee in the principle amount of ~~two~~ ten thousand dollars (~~\$10,000~~2,000).

B. Employee Purchased Life Insurance: The Employer will continue to make available an Optional Life Insurance Policy to each employee who is eligible for coverage under the Employer provided health insurance plan. The amount of the optional life insurance available for each employee to purchase will be an amount equal to the employee's annual base income rounded to the next highest thousand. The maximum amount available will be \$100,000.

**14.03 - Travel and Accidental Insurance.**

The Employer will insure the life of every employee against accidental death while the employee is traveling within the scope of his/her State employment in the amount of ~~one~~ two hundred thousand dollars (~~\$200,000~~100,000). The Employer will make a timely good faith attempt to alter the existing policy to allow for the payment of death benefits to a beneficiary (beneficiaries) at their option over a five (5) year period or a lump sum payment provided that such a change is

at no additional cost to the Employer.

**14.04 - Re-negotiation.**

If a state or national health insurance plan becomes law that requires participation by employees covered by this Agreement, or if health benefits come taxable during the term of this Agreement, the parties shall reenter negotiations within thirty (30) days.

One member designated by the Association shall participate on the Health Benefits Evaluation Committee.

ARTICLE 21  
LAYOFF

*After  
to meet*  
*Kate Sheehan  
3/11/13*

**21.01 - General Provisions.**

- A. If it becomes necessary to reduce the number of employees in the bargaining unit due to lack of funds, work, or other conditions beyond the control of the employees, the Employer shall advise CEA of the impending layoff as soon as possible, preferably one month before the effective date of layoff, thereby enabling CEA to suggest alternatives to layoff. The Employer shall meet and confer regarding CEA's suggestions.
- B. No permanent or probationary employee in the bargaining unit shall be laid off while there are emergency, nonpermanent, provisional, or intern employees serving for periods longer than 30 calendar days in the same agency in the same job class or in other job classes performing work to which the permanent or probationary employee could reasonably be assigned, including consideration of the minimum qualification for the class and providing that the permanent or probationary employee has designated conditions for recall consistent with the needs of the agency.
- C. No emergency, nonpermanent, provisional, or intern position may be established or filled performing the bargaining unit work until all qualified bargaining unit members on layoff have been offered the opportunity to perform the work. Positions shall be offered first to employees in layoff in the following order:
1. from the job class and organizational unit,
  2. from the department,
  3. from other departments.

If a laid off employee accepts or declines an appointment to an emergency or nonpermanent position in accord with this section, their layoff rights shall not be impacted.

D. The State may propose to reduce the number of hours an employee works as an alternative to layoff. The State will notify, meet with and negotiate with the Union.

**21.02 - Order of Layoffs**

- A. Organizational units for the purpose of layoff for positions in this bargaining unit shall be the following:

Division  
Location  
Job Classification  
Position Status

In the event of the consolidation of two or more organizational units, all positions shall be combined into a single pool prior to determining the order of layoff.

- B. In instances where computation of layoff seniority and the establishment of a layoff order are required, the Director of the Division of Personnel shall certify a list to the appointing authority with a copy to CEA. Confidentiality of information shall be respected.

- C. Layoff seniority shall be computed based upon the employee's length of probationary and permanent time in the classified service.
- D. Employees shall be listed in ascending order of layoff seniority.
1. Those employees entitled to super seniority under the terms of this Agreement shall head the seniority list and shall be the last to be laid off in the organizational unit.
  2. Ties: if two or more employees have identical layoff points, the order of the layoff will be determined by the following:
    - a. Veterans' Preferences per AS 39.25.150(19): a veteran will be given preference for the position over a non veteran.
    - b. The employee who has the least months, or parts thereof, of permanent/probationary State service will be laid off first.
    - c. In any case that cannot be determined by the application of a. and b. above, it will be a the Employer's discretion to determine which of the two (2) or more employees to lay off.

**21.03 - Notification.**

In every case of the layoff of a permanent employee, the appointing authority shall make every effort to give written notice to the employee at least 30 calendar days in advance of the effective date of the layoff. The appointing authority shall give permanent and probationary employees at least two weeks written notice.

**21.04 - Rights of Laid-Off Employees.**

- A. A laid-off employee shall be placed on the layoff list for certification. When a certification is requested, the one (1) employee highest on the layoff list for that organizational unit in that job class or a successor job class shall be certified for the vacancy.
- B. If no organizational unit layoff list exists, the Employer shall select from among the laid off employees from other organizational units within the department in the same job class or a successor job class.
- C. If no departmental layoff list exists, the Employer shall select from among the laid off employees from other departments in the same job class or a successor job class.
- D. A laid off employee shall be considered a member of the bargaining unit. A laid off employee may decline to interview or decline to accept a position without loss of layoff rights.
- E. Return from layoff anytime in the three (3) year period restores the employee's medical leave bank balance.
- F. The Employer shall provide an additional thirty (30) calendar days of group health insurance

upon the expiration of regular plan coverage.

- G. A laid-off employee may pay for the State's health insurance coverage for a period of three (3) years while not employed by the State.
- H. A laid-off employee may subscribe to the electronic mail notification system established at Section 20.07.

**21.05 - Termination of Recall Rights.**

An employee's rights to be recalled from layoff shall terminate when any of the following occur:

- A. the employee resigns from State service;
- B. an employee's application for refund of retirement contributions is processed by the Division of Retirement and Benefits;
- C. the employee is appointed to a position at the same or higher salary or wage range than the position from which laid off;
- D. the employee has been in layoff status for three years.

**21.06 - Contracting Out.**

- A. Feasibility Study. Decisions to contract out work shall be made only after the affected agency has conducted a formal feasibility study determining the potential costs and other benefits that would result from contracting out the work in question. ~~The study shall include all costs associated with contracting out the work including, but not limited to, wages, benefits, administrative costs, agency overhead, program supervision, and audits. The study shall similarly determine the costs of performing the work with bargaining unit members. The Employer agrees to notify CEA within one (1) week of its decision to conduct a formal feasibility study, indicating the job classifications and work areas affected.~~


The Employer shall provide CEA with no less than thirty (30) calendar day's notice that it intends to issue bids to contract out bargaining unit work where the decision would result in displacement of bargaining unit members. During this thirty (30) day period, the Employer shall not release any bids and CEA shall have the opportunity to submit an alternate plan that shall be given fair consideration. The notification by the Employer to CEA of the results of the feasibility study shall include all pertinent information upon which the Employer based its decision to contract out the work including, but not limited to the total cost savings the Employer anticipates.

Nothing in this Article shall prevent the Employer from continually analyzing its operation for the purpose of identifying cost-saving opportunities and improved service. No employees shall be laid off and their work contracted out ~~unless such study shows that the contracting action shall be at less cost to the Employer, without meeting this provision.~~

- B. Placement of Employees. If the Employer makes a decision to contract out work that shall result in the displacement of an employee, it shall make every effort to place employees elsewhere in State government in the following order of priority: within the division, within the department, or within State service generally. In the event an employee must be displaced as a result of contracting out, such displacement shall be made in accordance with Article

21.

C. Compliance. Upon request to the issuing agency, CEA is entitled to receive a copy of any audit performed on any State contract. ~~When a contract has been issued under the provisions of this section that directly results in the displacement of employees, CEA may request that a cost effectiveness audit be performed during the life of that contract. The State agrees to conduct three (3) audits during the life of this agreement. Requests for contract compliance audits shall be made directly to the Office of Management and Budget (OMB). Upon receipt of a request, OMB shall advise CEA of the proposed schedule for audit conduct and compliance. CEA shall be provided a copy of the final audit report within seven (7) working days of its completion.~~



ARTICLE 22  
LEGAL TRUST

*Sta  
H. Mear*  
*Kate Shewer  
3/11/13*

- A. In addition to the wages paid under Article 13, the Employer agrees to pay the Confidential Employees Association, APEA/AFT Legal Trust Fund (hereinafter the Fund) \$10.00 per month per employees (excluding non-permanent employees) in pay status in the month for which the contribution is made.
- B. The Employer shall remit the amount due for the previous month to the Fund by the tenth (10<sup>th</sup>) of each month.
- C. The Fund shall be sponsored and administered by APEA/AFT and the Employer shall have no voice in the amount or type of service provided by this plan. Services provided by the Fund shall not be used in actions involving or in a position adverse to the State of Alaska. The Fund shall attempt to obtain the maximum service possible for the bargaining unit members.
- D. This Article confers only the right to demand and enforce payment of the required contributions. Failure by the State to remit the required contributions does entitle the Association, its members, or any other person to file a grievance or other cause of action for harm or damages which might result from failure to remit. The provision or retention of legal assistance under the Article is the sole and exclusive responsibility of the Association and/or the member. Unless such actions are taken to demand and enforce payment by the State of the required contributions the Association agrees to defend, indemnify, and hold harmless the State against any and all legal actions, orders, judgments, or other decisions rendered in any preceding as a result of the implementation of this Article.



Official Business

# Alaska State Legislature

House of Representatives


Office of the Chief Clerk

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

February 14, 2013

## MEMORANDUM

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

FROM: Suzi Lowell, Chief Clerk 

SUBJECT: Monetary Terms of Agreement between the State and ACOA

The attached Monetary Terms of Agreement between the State and the Alaska Correctional Officers Association (ACOA) was referred to the Finance Committee during floor session yesterday.

Attachment as noted



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

**Department of Administration**

BECKY HULTBERG, COMMISSIONER

10th Fl. State Office Building  
PO Box 110200  
Juneau, AK 99811-0200  
Main: 907.465.2200  
Fax: 907.465.2135  
[www.doa.alaska.gov](http://www.doa.alaska.gov)

February 11, 2013

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

Dear Speaker Chenault:

I am required by the Public Employment Relations Act (AS 23.40.070-260) to report the monetary terms of any agreement reached with an employee organization. By copy of my memorandum to Karen Rehfeld, Director of the Office of Management and Budget (enclosed), please accept my report of the monetary terms of the collective bargaining agreement reached, through interest arbitration, between the State and the Alaska Correctional Officers Association (ACOA). The monetary terms of this agreement must be submitted to the Legislature for approval pursuant to AS 23.40.215.

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

Sincerely,

Handwritten signature of Becky Hultberg in cursive script.  
Becky Hultberg

Enclosure

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



THE STATE  
of ALASKA  
GOVERNOR SEAN PARNELL

## Department of Administration

Becky Hultberg, COMMISSIONER

P.O. Box 110200  
Juneau, AK 99811-0200  
Phone: (907) 465-2200  
Fax: (907) 465-2135

# Memorandum

To: Karen Rehfeld, Director  
Office of Management and Budget

From: Becky Hultberg, Commissioner *BH*

Date: February 11, 2013

Subject: Monetary terms of the July 1, 2012 to June 30, 2015 Collective Bargaining Agreement between the State and the Alaska Correctional Officers Association.

The Administration has concluded the negotiations process which included an interest arbitration opinion dated November 27, 2012 with the Alaska Correctional Officers Association. **If approved by the Legislature the monetary terms of this agreement, except for the Employer's increased health insurance contribution, become effective on April 25, 2013 and remain in effect through June 30, 2015.**

### I. Terms Requiring Appropriation.

#### Current Legislative session

Effective July 1, 2012, the Employer's health insurance contribution will increase by an amount of money not exceeding that necessary to maintain the Select Benefits Default/Economy Plan. This amounts to an increase of \$80.00 per month, per member.

Effective on April 25, 2013, the wage schedule in effect on June 30, 2012 will increase by 2%.

Effective on April 25, 2013 the wage schedule in effect on June 30, 2012 will be adjusted to reflect geographic differentials as set out below:

- Bethel 50% (increased by 12%)
- Fairbanks 3% (decreased by 3%)
- Juneau 5% (no change)
- Ketchikan 0% (decreased by 13%)
- Nome 37% (increased by 3%)
- Seward 0% (decreased by 10%)

Karen Rehfeld  
February 11, 2013  
Page 2

cc: Joseph Schmidt, Commissioner  
Department of Corrections

Kevin Worley, Director  
Division of Administrative Services

Scot Arehart, Director  
Division of Finance

Nicki Neal, Director  
Division of Personnel and Labor Relations

**LETTER OF AGREEMENT**  
Between the  
**STATE OF ALASKA**  
**ALASKA CORRECTIONAL OFFICERS ASSOCIATION**  
Representing the  
**CORRECTIONAL OFFICERS**

Re: Retroactivity of collective bargaining agreement

13-CO-153

It is agreed between the parties that the following terms and conditions of employment apply to all employees covered by the Alaska Correctional Officers Association Agreement.

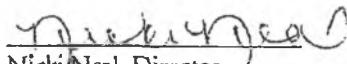
The State of Alaska and the Alaska Correctional Officers Association agree they are parties to an interest arbitration award issued on November 27, 2012 which requires the retroactive implementation of monetary terms back to July 1, 2012.

By signature below, the parties modify the interest arbitration award and July 1, 2012-June 30, 2015 collective bargaining agreement in the following manner:

1. The increased Employer contribution to health insurance shall be retroactive to July 1, 2012.
2. All other monetary terms including the reduction in leave accrual rates shall be effective on April 25, 2013.

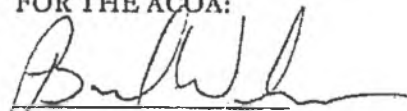
This agreement is entered into solely to address the specific circumstance of this particular situation. It does not establish any practice or precedent between the parties. This agreement shall not be referred to in any other dispute, grievance, arbitration, hearing, or any other forum, except as may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

**FOR THE STATE OF ALASKA:**

  
\_\_\_\_\_  
Nicki Neal, Director  
Division of Personnel & Labor Relations  
Department of Administration

2/8/13  
Date

**FOR THE ACOA:**

  
\_\_\_\_\_  
Brad Wilson  
Business Manager

February 8, 2013  
Date

**COLLECTIVE BARGAINING AGREEMENT**

between the

**STATE OF ALASKA**



and the

**ALASKA CORRECTIONAL  
OFFICERS ASSOCIATION**

representing the

**CORRECTIONAL OFFICERS  
BARGAINING UNIT**



**July 1, 201209 - June 30, 201512**

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## **PREAMBLE**

This Agreement is made by and between the State of Alaska and the Alaska Correctional Officers Association (ACOA), covering the Correctional Officers Bargaining Unit.

This Agreement has as its purpose the following: to promote harmonious, cooperative relations, to strengthen the merit principle, to establish a rational method for dealing with disputes, and to determine wages, hours and other terms and conditions of employment for the Correctional Officers Bargaining Unit (COBU).

## **ARTICLE 1 - ASSOCIATION RECOGNITION AND REPRESENTATION**

### **1.1 Executive Recognition**

The State of Alaska, hereinafter referred to as the Employer, recognizes Alaska Correctional Officers Association (hereinafter referred to as Association or Union) as the exclusive representative of all permanent, probationary, and provisional employees in the Correctional Officers' Bargaining Unit for collective bargaining with respect to wages, hours, and other terms and conditions of employment.

### **1.2 New or Changed Classifications**

- A. All new positions and classifications created by the Employer shall be placed in the appropriate bargaining unit, consistent with Alaska Labor Relations Agency (ALRA) rulings. All disputes concerning the appropriate bargaining unit placement of a person employed by the Employer shall be decided by the ALRA and no such question shall be subject to the grievance procedure set forth in this Agreement.
- B. The Union shall be notified of all new job classifications created within ten (10) working days of such action. The notification shall include the specifications of the job classifications.
- C. No position shall be removed from the Correctional Officer Bargaining Unit (COBU) to a different bargaining unit without written notification to the Association concurrent with the notification to the ALRA. If the Association does not file a written petition with the ALRA challenging the proposed bargaining unit transfer within thirty (30) calendar days of the notification to the Association, the Employer is free to take the proposed action. The Employer may change a vacant position to a bargaining unit outside the COBU, and the Association shall be notified concurrently with such action.

For the purposes of this section, date of notification is the date of receipt by certified mail, or five (5) days following the date of postmark, whichever is earlier.

### 1.3 Exclusive Representation

The Employer will not negotiate or handle grievances with any individual or employee organization other than an Association approved representative with respect to terms and conditions of employment of bargaining unit members in the COBU. When individuals or organizations other than the Association request negotiations or seek to represent bargaining unit members in grievances or to otherwise represent bargaining unit members in employer/employee matters, the Employer shall advise them that the Association is the exclusive representative for such matters. Similarly, the Association will so advise individuals or organizations making such requests.

## ARTICLE 2 - ASSOCIATION REPRESENTATIVES AND ACTIVITIES

### 2.1 Professional Association Staff Representatives

Professional Association representatives who are not employees of the State shall be authorized to speak for the Association in all matters governed by this Agreement and shall be permitted to visit any work area at any time with prior approval of the Superintendent or facility manager or designee. Approval shall not be unreasonably withheld or delayed. Professional Association representatives shall hereinafter be known and referred to as "ACOA Officials." Any ACOA Official permitted to visit a work area shall meet all applicable security clearance requirements. The Association shall provide a list of ACOA Officials to the Department of Corrections' Human Resource Manager ~~for the Public Protection Team~~ with a copy to the Division of Personnel and Labor Relations of the Department of Administration, whenever the list of Officials changes.

### 2.2 Officer Representatives

- A. The Association may authorize a reasonable number of Officer Representatives upon written notice to the Employer. The number of Representatives shall not exceed 2 (two) per shift at any facility. Officer Representatives include Association Board Members and Shift Representatives. The Employer has no obligation to ensure that there are 2 (two) officer representatives assigned to each shift at any facility.
- B. Officer Representatives shall be allowed to handle grievances and/or disputes under this Agreement during working hours. Officer Representatives shall suffer no loss in compensation for time spent handling grievances and/or disputes for up to nine (9) hours per month per representative. All time spent shall be recorded on a state form, which clearly identifies the activities as release time. Additional time may be approved pursuant to the Association Leave Bank. Release from work to perform representative functions will not be unreasonably denied. Board Members shall not be denied Business Leave to attend up to four two-day Board meetings per year.
- C. The confidentiality of Officer Representative discussions with member(s)

regarding contractual or disciplinary issues shall be respected, except when an Officer Representative has information of a criminal nature. Officer Representatives shall not be asked or compelled to disclose information gained while acting in their capacity as an Officer Representative unless it involves knowledge of criminal misconduct.

- D. Twice per year and whenever there is a change to the roster, the Association shall provide a list of Representatives to the Department of Corrections' Public Protection Human Resource Manager with a copy to the Department of Administration, Division of Personnel and Labor Relations. Only those individuals on the Association list shall be entitled to rights described in this Section.
- E. For purposes of layoff of positions in the Bargaining Unit, Representatives listed in "D" above shall head the seniority list.

### **2.3 Meeting Space**

Appropriate available meeting space in buildings owned or leased by the Employer may be used for Association meetings provided that a request is approved in advance by the Superintendent, facility manager, or designee. Requests will not be unreasonably denied.

### **2.4 Bulletin Boards and E-mail**

The Employer agrees to furnish space for bulletin boards in the facilities to be used by members of the Association for the posting of notices pertaining to Association business. A courtesy copy of each filing shall be supplied to the superintendent at the time of posting. The parties agree that materials which are obscene, defamatory or impair the operation of the Department or which constitute partisan political material shall not be posted.

The Association shall have the right to use State electronic mail, in accordance with State of Alaska Technology Use Policy (subject to change), in order to disseminate Association information within the Bargaining Unit. The Association and its members shall not use the State's electronic mail for internal Union political campaigns or election activities. The Association shall have the right to use State electronic mail for Association/Employer communications.

## **ARTICLE 3 - ASSOCIATION SECURITY**

### **3.1 Noninterference**

The Employer agrees that it will not in any manner, directly or indirectly, attempt to interfere with the lawful relationship between any bargaining unit member and the Association. It will not in any manner attempt to restrain any bargaining unit member from belonging to the Association or from taking an active part in Association affairs, and it will not discriminate against any bargaining unit

member because of Association membership or activity, upholding Association principles, or working under the instruction of the Association or serving on a committee, provided that such activity is not contrary to this Agreement.

### **3.2 Agency Shop**

- A. It shall be a condition of employment that all employees holding a position covered by this Agreement shall either become a member of the Association or pay the Association an agency fee to reimburse the Association for the expense of representing the employees in the Bargaining Unit. Payment of Association dues or agency fees shall commence within 30 (thirty) calendar days of the date of hire. Employees who are members of the Association may withdraw from membership but will then be required to pay the agency fee, which is deducted twice per month.
- B. Upon written request by the Association Business Manager, an employee who has been employed for more than thirty (30) calendar days and who is not complying with the agency shop provisions of this Agreement shall be terminated by the Employer, provided that the following actions have occurred:
  1. The Association shall notify the employee of the amount of money that he/she is in arrears. The notice shall inform the employee of the impending discharge if the full amount owed is not paid to the Association within fifteen (15) calendar days after the receipt of the notification. A copy of the notification shall be mailed simultaneously to the Director of the Division of Labor Relations.
  2. The Association shall tender to the Director of the Division of Personnel and Labor Relations a written request for termination of the employee on the basis that the employee has not complied with the agency shop provisions of the Agreement within the time period specified in B-1, in that he/she has not paid the arrearage and has not documented that the money is not owed.

### **3.3 Payroll Deductions**

Upon receipt by the Employer of a check-off authorization dated and executed by the employee, which includes the employee's social security number, the Employer shall twice monthly deduct from the employee's wages one-half the amount of the Association membership dues or agency fees owed for that month. The Employer will forward the monies so deducted to the Association together with a list of employees from whose wages such monies were deducted not later than the tenth (10th) day of the following calendar month. The Employer shall deduct from an employee's wages only that amount of money, which the Association Business Manager has certified in writing is the amount of the twice-monthly dues or agency fees. The Association Business Manager shall notify the Director of the Division of

Labor Relations in writing of any increase or decrease in authorized dues or agency fees at least sixty (60) days prior to the effective date of a rate change.

If, for any payroll period in which the Employer is obligated to make deductions pursuant to this section, the wages owed by an employee after mandatory deductions are less than the authorized dues or fees to be deducted pursuant to this Article, the employer shall make no deduction from wages owed the employee for that payroll period. Payment of dues or agency fees twice per month shall be made by the employee directly to the Association.

Payroll deduction authorizations for dues or agency fees may be canceled by the employee upon thirty (30) days written notice to the Employer, who shall notify the Association prior to cessation of the deduction. The cancellation of payroll deduction does not relieve the employee from the requirement of Section 2, Agency Shop.

#### **3.4 Information Supplied to the Association**

- A. The Employer shall provide the Association with a current list of employees once per pay period at no cost to the Association. This list shall include the employee's name, employee identification number ~~social security number~~, position control number (PCN), organizational routing code, location, termination date or last date in pay status if applicable. The list will also itemize and show any regular deductions made and forwarded to the Association.
- B. Once each month, the Employer shall furnish to the Association without cost a report showing all personnel transactions adding to or deleting employees from the Bargaining Unit.
- C. The Association specifically agrees that all information provided by the employer under this Section shall be used only for purposes related to the Association's role as the exclusive bargaining representative and that the Association shall be responsible for the protection and security of information provided. The Association shall assume liability that may result from any improper disclosure or use by the Association of information provided.

#### **3.5 Indemnification of the Employer**

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

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

Except – and only to the extent – that specific provisions of this Agreement expressly provide otherwise, it is hereby mutually agreed that the Employer has, and will 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.

#### **ARTICLE 5 - NO STRIKE OR LOCKOUT**

The Association agrees that during the life of this Agreement, the Association, its agents or its members, will not authorize, instigate, aid, engage in any work stoppage or concerted slowdown, mass illness, refusal to work, picketing of a Correctional work site or strike against the State.

The State agrees that during the life of this Agreement, there shall be no lockout.

The Association further agrees that its members shall, cross the picket line of any other employee organization in order to perform duties as assigned.

#### **ARTICLE 6 - NONDISCRIMINATION AND AFFIRMATIVE ACTION**

##### **6.1 Nondiscrimination**

Neither party will unlawfully discriminate against any member for purposes of selection, hire, promotion, or other conditions of employment on the basis of race, color, religion, national origin, age, sex, physical handicap, marital status, change in marital status, pregnancy, parenthood, Association activity, political affiliation, or political belief.

##### **6.2 Disputes**

The Association agrees that its members have the right to utilize the Employer's Internal Discrimination Complaint Procedure, but that it does not supersede the provisions of the grievance-arbitration procedures of this Agreement.

##### **6.3 Affirmative Action**

- A. The Employer shall post provide the Association with copies of affirmative action plans and programs on the State of Alaska website upon request.
- B. The parties recognize that the subject of affirmative action and progress toward affirmative action goals is an appropriate subject for Labor-Management committee meetings.

## **ARTICLE 7 - LABOR-MANAGEMENT COMMITTEES**

### **7.1 Purpose**

The purpose of Labor-Management committees is to facilitate communication between the parties and to promote a climate conducive to constructive Employer/Employee relations.

### **7.2 Corrections Labor-Management Committee (Corrections LMC)**

- A. A joint Labor-Management committee shall be established at the Department level.
- B. The Employer and the Association shall each appoint three members to the Corrections LMC. Additional members may be appointed by mutual consent of both parties.
- C. The Corrections LMC shall meet quarterly or as needed. Time spent in meetings (including actual necessary travel time) shall neither be charged to personal leave nor be considered as overtime worked. Each party shall be responsible for all other costs, including travel and per diem, incident to the participation of its appointees.
- D. The Corrections LMC shall have no power to contravene any provision of this Agreement, to enter into any agreements binding the parties, or to resolve issues or disputes surrounding the implementation or interpretation of the Agreement. Matters requiring a contract modification shall not be implemented until the Association and the Employer have executed a written Letter of Agreement.
- E. No discussion or review of any matter by the Corrections LMC shall forfeit or affect the time frames of any dispute resolution procedure contained in this Agreement. Issues that should be resolved through such procedures shall be referred to and handled pursuant to that procedure. Matters, which have been submitted to any formal dispute procedure or which are in litigation, shall not be discussed.
- F. If Labor-Management training is offered by the Employer, it shall be provided to all the members of the Corrections LMC at no cost.

### **7.3 Establishment of Additional Committees**

Other joint Labor-Management committees may be established by written agreement of the parties as appropriate to discuss matters of mutual interest. Agreements establishing committees shall be entered into by the Commissioner of the Department of Administration and the Association.

## **ARTICLE 8 - PHYSICAL FITNESS TESTING**

The parties recognize the need for Correctional Officers to maintain the physical capacity to perform the essential functions of their positions. The parties shall meet in a Labor Management Committee to formulate recommendations regarding physical fitness testing, screening, and ways to facilitate employee fitness.

## **ARTICLE 9 - EMPLOYMENT STATUS**

### **9.1 Appointments**

- A. Except as specifically provided in this Agreement, all appointments to positions in the bargaining unit shall be consistent with the Personnel Rules in effect at the time of the appointments.
- B. No provision of this Agreement shall be construed to interfere with the rights of injured workers pursuant to AS 39.25.158 and AS 23.40.075.

### **9.2 Probationary Period**

The probationary period shall be regarded as part of the examination process that shall be utilized for closely observing the employee's work and adjustment to the position. Employees who, in the judgment of the Employer, have satisfactorily passed the probationary period shall be retained and given permanent status in the job class at the end of the probationary period. Employees who, in the judgment of the Employer, have not or will not satisfactorily pass the probationary period shall not be retained in the job class.

#### **A. Duration**

1. The probationary period for Correctional Officers I and for all Correctional Officers II and III who are hired without a current APSC certification shall be the length of time required to receive APSC certification. Pay increases resulting from APSC Certification shall be retroactive to the date the individual met their certification prerequisites and turned in a complete and correct F-7.
  2. The probationary period for Correctional Officers II who have a current APSC certification upon promotion or appointment to the Correctional Officer II classification shall be six (6) months.
  3. The probationary period for Correctional Officers III who have a current APSC certification (or who are covered by the grandfather provision of APSC) upon promotion or appointment to the Correctional Officer III classification shall be one (1) year.
- B. Employees returning from layoff to the same job class or lower job class shall not be subject to the probationary period except to complete any incomplete

probationary period.

### **9.3 Permanent Status**

- A. Permanent status in State service shall be attained with satisfactory completion of the initial probationary period. Non-retention during the initial probationary period shall not be subject to the grievance-arbitration procedure established in Article 16.
- B. There shall be a probationary period following initial appointment to any job class as provided above. Permanent status in the job class shall be obtained on the day following satisfactory completion of the probationary period unless an employee has been, in accordance with other provisions of this Agreement:
  - 1. Separated;
  - 2. Demoted during the probationary period;
  - 3. Extended in the probationary period; or
  - 4. Notified in writing by the appointing authority prior to the completion of the probationary period that the employee will not successfully complete the probationary period.

Every effort shall be made to notify the member that the probationary period will not be successfully completed at least fourteen (14) days prior to its expiration. Whatever the reason, failure to give fourteen (14) days notice does not mean that the member gains permanent status thereby.

### **9.4 Rehire**

- A. An employee who separates from a job class in good standing while holding a permanent appointment may be appointed without examination or certification in the same class of position provided such reappointment: 1) takes place within one (1) year from the employee's date of separation from the job class and 2) that the employee holds a current APSC certification as a Correctional Officer at the time of appointment.
- B. Retired Correctional Officers returning under provisions of AS 39.35.150 shall begin seniority upon rehire.

### **9.5 Demotion**

- A. Involuntary Demotion for Cause. The Employer may demote an employee holding permanent status in the job class from which demoted only for just cause. The demoted employee shall be furnished with a statement in writing setting forth reasons for the demotion.

- B. Involuntary Demotion for Failure to Complete a Probationary Period. An employee holding permanent status in a job class but serving a new probationary period in a job class may be demoted after notice of unsatisfactory performance without right of appeal of the demotion. Every effort shall be made to notify the employee that the probationary period will not be successfully completed at least fourteen (14) days prior to its expiration. Whatever the reason, failure to give fourteen (14) days notice does not mean that the employee gains permanent status thereby.
- C. Voluntary Demotion from Correctional Officer III to II: An employee holding permanent status as a Correctional Officer III may request a voluntary demotion to a Correctional Officer II. If the request is approved, the employee shall retain permanent status in the lower class.
- D. Demotion Through Reclassification: An employee whose position is reclassified from a Correctional Officer III to a Correctional Officer II and who receives a demotion as a result thereof shall be paid in accordance with Article 21 Section 6, Wages-General Pay Administration and the employee's status shall remain unchanged.
- E. Demotion in Lieu of Layoff: An employee who accepts a demotion from Correctional Officer III to Correctional Officer II in lieu of layoff will be subject to the provisions of Section 9.5C. Such an employee retains primary layoff rights in the class from which he/she accepted demotion.

#### **9.6 Resignation**

- A. Resignation from State Service. An employee may resign from the State by presenting the resignation in writing to the employee's first (1st) level supervisor outside the bargaining unit. To resign in good standing the employee must give the supervisor at least fourteen (14) days notice. After such resignation has been presented it may be withdrawn only by written mutual agreement of the parties.
- B. Resignation from a Position. A bargaining unit member may resign from a position to accept appointment to another position in the classified service by submitting written notice to the member's first (1st) level supervisor outside the bargaining unit. After such resignation has been presented it may be withdrawn only by written mutual agreement of the parties.

#### **9.7 Seniority**

##### **A. Bargaining Unit Seniority:**

1. Employees whose last date of permanent hire in a classification covered by this agreement was prior to January 1, 1999: The member having the longest term of State service shall be considered number one and all other members shall be listed accordingly.

2. Employees who were hired after December 31, 1998: Bargaining unit seniority shall be based on the bargaining unit members' cumulative permanent employment in a classification covered by this Correctional Officer Bargaining Unit agreements. The member with the longest cumulative service in a classification covered in Correctional Officer Bargaining Unit agreements term of employment shall be listed highest, and all other members shall be listed accordingly. The members on this list shall have bargaining unit seniority that is subordinate to those meeting the requirements of the above paragraph. Any ACOA member shall will be given seniority credit for all previous years of State service as an ACOA Correctional Officer Bargaining Unit member upon hire into this Bargaining Unit. The Commissioner of the Department of Corrections shall quarterly prepare and prominently post the appropriate bargaining unit seniority list online at each respective facility.

- B. Breaking of Seniority Ties: Should it become necessary to break identical bargaining unit seniority dates, the following method will be utilized:

FIRST: Total permanent/probationary State service. If a tie still exists, then

SECOND: Random drawing of names involved by the Division of Personnel and Labor Relations.

- C. Impact of Seniority: Seniority shall not have any impact on the accrual of leave or other benefits accorded all members.

- D. Termination of Seniority:

1. Seniority shall be terminated upon:

- a. Discharge
- b. Separation from State service, for more than one (1) year.
- c. Layoff for a period of two (2) years or more.
- d. Failure of the member to accept and report for duty within thirty (30) days after notification of recall from layoff.

- e. Non-retention

- f. Retention of Seniority: If a member is promoted into a position outside the bargaining unit, the member shall be entitled to one (1) year grace period without loss of seniority.

2. Seniority shall not be interrupted by:
  - a. Periods of approved leave.
  - b. Occupational Disability Retirement, up to a period of three years.
  - c. ~~Retention of Seniority: If a member is promoted into a position outside the bargaining unit, the member shall be entitled to a one (1) year grace period without loss of seniority.~~

### **9.8 Transfers**

#### **A. Application for transfer list.**

1. Except as noted herein, C.O. II vacancies will be filled by transfer and shall be posted online for a minimum of ten (10) calendar days. Posting will include a statement of closing date and time. Upon posting, the Association will be notified.
2. Current Alaska Police Standards Council (APSC) certified or grandfathered C.O. IIs and C.O. IIIs may only apply for transfer to posted vacancies online or by mail.
3. Mailed requests shall be sent to the Division of Personnel and must be postmarked by the closing date and time.
4. The Division of Personnel shall provide a list of valid transfer candidates to the hiring manager.
5. The list may be used only for the posted vacancy.

#### **B. Working Transfer Lists**

1. Except as provided for in this Article, the most senior member on the list based on the most current quarterly seniority list shall be selected to fill the position. Should any member choose not to accept the awarded position, the member will be disqualified from consideration for transfer for one calendar year from the date of refusal. In the event an employee cannot accept the position he or she has been awarded, he or she may request a waiver of the one-year refusal penalty from the Division Director. Waivers of the refusal penalty will be granted at the Director's sole discretion.
2. For C.O. III vacancies, the hiring manager may elect to work a transfer list or the competitive list or both concurrently.
3. After the effective date of this Agreement, all initial assignments and

transfer assignments will require the employee to remain working at their assigned institution for a period of no less than two years.

4. If the hiring manager does not desire to use the transfer process, he or she must ~~notify request a Special Circumstances waiver in writing from the Director in advance of the transfer posting.~~ The waiver shall be granted at his or her sole discretion in writing and his or her decision is final. A copy of the waiver request shall be sent to the Association.
5. An employee may be provided Administrative Leave or per diem in accordance with the Alaska Administrative Manual to facilitate the move in cases of special need or extenuating circumstances, as deemed appropriate by the Department of Corrections.

C. Special Circumstances

1. A vacancy that is to be filled must be offered by order of seniority to laid off member(s) in the job class.
2. Hiring managers may choose to fill vacancies through voluntary demotion rather than a transfer without first working the transfer list.
3. The Director of Institutions may:
  - a. Limit the names considered to a specific vacancy when the hiring facility is in need of a member such as a certified Prisoner Transportation Officer or has specific gender needs. Specific gender needs must be approved by the Division of Personnel prior to Director approval.
  - b. Fill a vacant position through hardship transfer in accordance with past practice.
  - c. Consider the staffing and experience levels of the involved institutions.
  - d. Direct an appointment to a vacant position pursuant to rights or obligations under this agreement, arbitration rulings, or statutes.
  - e. Maintain the authority to suspend or waive the transfer policy whenever necessary.
- D. The transfer policy set forth in Article 9.8 does not apply to Correctional Officers I when initially hired.

**ARTICLE 10 - LAYOFF**

### **10.1 Reasons for Layoff**

The Employer may lay off a Bargaining Unit member who holds a substitute appointment when the incumbent returns to the position, or by reason of abolition of the position, shortage of work or funds or other reasons outside of the member's control which do not reflect discredit on the services of the member.

### **10.2 Organizational Units**

- A. Each Correctional facility is a separate organizational unit. Facilities, which are co-located and report to the same on-site supervisor (e.g. Wildwood), constitute a single organizational unit.
- B. The Training Academy and the Central Office Prisoner Transportation Unit are each a separate organizational unit.

### **10.3 Order of Layoff**

- A. Layoff shall be by order of the least senior Officer, computed as defined in Article 9.7.
- B. Once the Employer identifies the position it intends to vacate, the following procedure applies:
  - 1. Correctional Officer III position:
    - a. The C.O. III with the least layoff seniority in the organizational unit shall be designated for layoff.
    - b. The designated C.O. III may elect to displace the C.O. I/II with the least layoff seniority in the organizational unit provided that the C.O. III has more layoff seniority than the C.O. I/II.
    - c. If the C.O. III displaces the least senior C.O. I/II in the organizational unit and that C.O. I/II is an initial hire probationary employee, the C.O. I/II will be laid off.
    - d. If the C.O. III displaces the least senior C.O. I/II in the organizational unit and that C.O. I/II is a permanent employee, the C.O. I/II may displace the least senior C.O. I/II in the Department.
  - 2. Correctional Officer I/II position:
    - a. The least senior C.O. I/II in the organizational unit shall be designated for layoff.
    - b. If the designated C.O. I/II is an initial hire probationary employee, the designated C.O. I/II will be laid off.

- c. If the designated C.O. I/II is a permanent employee, the C.O. I/II may displace the least senior C.O. I/II in the Department.

D. Conditions of Displacement

1. Upon receipt of the layoff notice and the location in which he or she may exercise an election to displace, the Bargaining Unit member to be laid off shall have ten (10) working days to exercise such election to displace an employee under the provisions set forth above.
2. If a C.O. III elects to displace a C.O. I/II, he or she shall be placed at the appropriate range at the C.O. III's existing step and the merit anniversary date shall remain unchanged. Upon recall to the C.O. III, the employee's hourly rate shall be adjusted upward, step for step, to the appropriate range.
3. If a member elects to displace another member and that displacement entails a change of duty station, the Bargaining Unit member shall be responsible for any travel or moving expenses incurred.

D. The order of layoff shall be:

1. Bargaining Unit members shall be listed in ascending order of layoff seniority. The member with the least layoff seniority shall be laid off first (1st), the second (2nd) member second (2nd), etc.
2. Ties: If two (2) or more Bargaining Unit members have identical layoff seniority, the order of layoff shall be determined by the following:
  - a. Veterans' Preference per AS 39.25.150(19): A veteran shall be given preference for the position over a non-veteran.
  - b. Layoff seniority in the class from which laid off.
  - c. If a case cannot be determined by the application of a or b, it shall be at the Employer's discretion to determine which of the two (2) or more Bargaining Unit members to lay off.

**10.4 Notification**

- A. In every case of the layoff of a permanent Bargaining Unit member, the Department shall make every reasonable effort to give written notice to the member at least thirty (30) calendar days in advance of the effective date of the layoff. The Department shall give at least two (2) weeks written notice.
- B. In every case of the layoff of a probationary Bargaining Unit member, the Department shall make every reasonable effort to give written notice to the

member at least two (2) weeks in advance of the effective date of the layoff.

- C. Division of Personnel and Labor Relations staff shall be available to provide counseling and assistance to affected Bargaining Unit members. This includes assistance in seeking other employment and advice as to the member's rights and benefits.

#### **10.5 Rights of Laid-off Employees**

No provision of this Agreement shall be construed to interfere with the rights of injured workers pursuant to AS 39.25.158 and AS 23.40.075.

##### **A. Recall**

1. A laid-off Bargaining Unit member shall be placed on the layoff recall list. When a hiring list is requested, the one (1) employee highest on the layoff recall list for that organizational unit in the appropriate class (C.O. III or C.O. I/II) shall be certified for the vacancy.
2. If no organizational unit layoff list exists or if such eligible Bargaining Unit members decline appointment or are not available and the reason for the certification is not because of a reclassification of a filled C.O. I/II flex, the one (1) member highest on the layoff recall list for the Department in that job class shall be certified for the vacancy.
3. The order of return from layoff shall be the reverse order of the layoff seniority. If two (2) or more laid-off Bargaining Unit members in the same class (C.O. III or C.O. I/II) have identical layoff seniority, the job will be offered first:
  - a. to the member who has been on layoff the longest; then
  - b. to the member who meets the legal definition of veteran for purposes of veterans' preference.
  - c. In any case which cannot be determined by the application of a and b above, it shall be the Employer's discretion to determine which of the two (2) or more laid-off members to recall.
4. A Bargaining Unit member may submit a statement restricting the facilities to which the member will be available for recall. The Employer will request information concerning restrictions of availability from each member at the time of layoff.
5. If a Bargaining Unit member does not file a written statement concerning restrictions of availability, the Employer will place the member on the layoff recall list for the organizational unit from which laid off only.

6. A laid-off Bargaining Unit member who receives a recall offer consistent with the member's designated conditions of availability must accept that offer or lose all layoff rights.
7. For any recall from layoff, which entails a change of duty station, the Bargaining Unit member shall be responsible for any travel or moving expenses incurred.

#### **10.6 Termination of Recall Rights**

A Bargaining Unit member's right to be recalled from layoff will terminate when any of the following occur:

- A. The member resigns from State service;
- B. The member fails to accept a recall offer consistent with the member's designated conditions of availability for recall from layoff;
- C. The member has been in layoff status for two (2) years. The recalled member must have a current APSC certification or successfully complete the applicable APSC certification requirements;
- D. The member becomes ineligible for APSC certification;
- E. The member fails to keep the Department notified of a current address and phone number.

### **ARTICLE 11 - CONTRACTING OUT**

#### **11.1 Feasibility Studies**

- A. The State has the right at all times to analyze its operation for the purpose of identifying cost-saving opportunities.
- B. Decisions to contract out shall be made only after the affected agency has conducted a feasibility study determining the potential costs and benefits, which would result from contracting out the work in question. The State agrees to notify the Association within two (2) weeks of its decision to initiate a study, or, in the alternative, that it intends to review operational analyses for purposes of contracting out work. Such operating analyses shall constitute a feasibility study under this Article. Notice to the Association shall include the job classifications and work areas affected. Notification by the State to the Association of the results of the feasibility study will include all pertinent statistical and analytical information which the State will consider in making its decision regarding contracting out the work, including but not limited to the total cost savings the State anticipates.

- C. The State shall notify the Association of its final decision regarding contracting out.
- D. If the State decides to contract out work that will result in the direct displacement of employees, the State shall provide the Association with no less than thirty (30) days notice that it intends to contract out Bargaining Unit work.
- E. The Association may then submit an alternative plan that is to include potential costs and benefits. The alternate plan will be given fair consideration by the State, provided the plan is submitted not more than thirty (30) days after the Association has received the notice of intent to contract out. During this thirty (30) day period, the Association shall have the opportunity to discuss the placement of affected employees.
- F. No employees shall be laid off and their work contracted out unless the feasibility study shows that contracting out would cost the employer less.

**11.2 Effect on Members**

Once the State makes a decision to contract out work that will result in the direct displacement of members, it will make a good faith effort to place members elsewhere in State government in the following order of priority: 1) within the Department or 2) within State service generally.

In the event members must be displaced as a result of contracting out, such displacement shall be made in accordance with the layoff provisions of this Agreement.

**ARTICLE 12 - NOTICE OF DISCIPLINE AND DISCHARGE**

**12.1 Definition**

A. Discipline and discharge of permanent employees shall be for just cause. Failure to complete a probationary period does not require just cause and shall not be considered a disciplinary action. Discipline is defined as personnel action against a permanent employee resulting from a just cause finding from the Employer.

B. ~~B.~~ Egregious misconduct which may result in immediate discharge includes, but is not limited to, gross disobedience or insubordination, dishonesty, chemical or alcohol intoxication, physical misconduct, criminal conduct, undue familiarity with offender or their families, abusive or lewd behavior, the unauthorized possession, viewing or accessing of pornography or lewd materials at work or on State equipment, or abandonment of duties.

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## 12.2 Administrative Investigation

A. The member shall be entitled to a fair investigation.

B. When the State determines sufficient information exists to warrant a formal investigation, which could result in disciplinary action, the State shall provide the Association and member(s) under investigation with a detailed written notice of the specific allegation(s) of misconduct, including the date, time, and location, if known. The member shall have 24-hours a reasonable time to prepare for the interview, unless exigent circumstances exist at which point additional time may be granted.

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C. Video/Audio recordings – An employee who is subject to an investigation may be allowed to privately view the video and/or listen to the audio recordings with an Association Representative immediately prior to his or her administrative interview.

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D. When a written complaint is filed by an inmate or citizen against an employee alleging physical assault, sexual misconduct, or other egregious misconduct (as defined by Policy and Procedure), a copy of the complaint or, absent a written complaint, a copy of the written documentation of the complaint by the person who received it. shall be made available to the subject employee with any written allegation of egregious misconduct delivered by the employer.

E. A member under investigation is entitled to a representative during Investigative Interviews, if the member so desires. It is solely the responsibility of the member to secure such representation. Neither the member nor the Association may unreasonably delay an investigatory interview in order to obtain the services of a particular Association representative. Representation may be provided either in person or telephonically. In cases containing explicit allegations of egregious misconduct, the employee may have up to 72 hours, from time of notice to arrange union representation.

F. Pre-imposition Meeting. A final meeting will be offered to the employee(s) and his or her Association representative (if requested by the employee) after the Employer has made an initial determination that a sanction of a disciplinary suspension of 160 (one hundred sixty) hours or more, demotion for cause, or dismissal is warranted. The purpose of the meeting is to allow the employee to provide any extenuating or mitigating circumstances, which he or she believes, should be considered prior to the imposition of penalty. Nothing herein prevents a pre-imposition meeting in instances of suspensions less than 160 (one hundred sixty) hours.

| GF. Investigatory interviews may be electronically recorded by the Employer and/or the member and his or her representative. If any party records an interview, they shall provide a copy of the recording tape to the other parties, upon request. If any party has a recording transcribed, a copy of the transcript shall be provided to the other parties, upon request. On request, the employee will be provided a copy of the recording or transcription prior to the pre-imposition meeting. The employee will be provided a reasonable period of time to review his/her recorded or transcribed statement for factual accuracy. The review time will not exceed 24 hours. Surreptitiously recording interviews will not be permitted.

### **12.3 Notice**

- A. When a formal investigation is concluded and a course of action determined, the State shall promptly notify the member(s) under investigation and the Association. The Employer shall endeavor to provide notice no later than thirty (30) days after the pre-imposition interview. No right to representation exists where the purpose of the meeting is solely to impose discipline based on a previously concluded investigation.
- B. When disciplinary actions are imposed, the Employer will furnish the Association with a copy of the written notification to the member(s). A copy shall be faxed, e-mailed or mailed to the Association offices as soon as practical and mailed to the Association offices promptly thereafter.
- C. A copy of all disciplinary actions, including the evidence supporting each action taken by the Employer against Bargaining Unit members will be forwarded to the Association.

## **ARTICLE 13 - OVERTIME**

### **13.1 Forty-two (42) Hour Schedule**

- A. The workweek for employees assigned to a forty-two (42) hour schedule shall consist of forty-two (42) hours in pay status within a maximum of seven (7) days allowing for two (2) consecutive days off and all such employees shall be guaranteed a full workweek. The furlough provisions of 2 AAC 07.407 do not apply.
- B. Members shall receive overtime pay at the rate of one and one-half (1 ½) times their regular rate of pay for all hours in pay status over the member's normal scheduled workday. Overtime pay or other premium pay shall not be pyramided or duplicated. Hours paid at the rate of one and one-half (1 ½) the appropriate rate of pay for any reason shall be credited only once in the calculation of hours in the workweek.

### 13.2 Eighty-four (84) Hour Schedule

- A. The workweek for employees on the twelve (12) hour schedule shall be a fourteen (14) day work period consisting of eighty-four (84) hours in pay status with a maximum of seven (7) working days and seven (7) consecutive days off, and all employees shall be guaranteed a full workweek. The furlough provision of 2 AAC 07.407 shall not apply.
- B. Employees working a twelve (12) hour shift shall receive a one-half hour (thirty minutes) duty-free paid meal period as well as two (2) fifteen (15) minute paid relief breaks. Every effort shall be made to provide a meal break midway through the shift not earlier than the three (3) hours after the start of the shift and not later than three (3) hours prior to the end of the shift. Meal breaks that are not given shall be reported before the end of each shift. If the employee does not report the missed meal break, it will be assumed the break was taken. Missed meal breaks will be treated as time worked and will be paid at the applicable rate.
- C. There shall be two (2) shifts, day and night. Night shift shall receive the swing shift differential set out in Section 21..
- D. Work performed by overtime eligible employees in excess of eighty-four (84) hours of work in the work period is overtime and shall be paid at one and one-half (1 ½) times the appropriate regular or shift rate of pay. Overtime pay or other premium pay shall not be pyramided or duplicated. ~~Hours paid at the rate of one and one-half (1 ½) the appropriate rate of pay for any reason shall be credited only once in the calculation of hours in the workweek.~~
- E. ~~Overtime pay for hours worked on a holiday shall be computed only on the hours worked between 12:01 a.m. and the following 11:59 p.m. on the holiday. This overtime compensation will be paid in addition to the eight (8) hours at the straight-time rate for holiday pay and is subject to paragraph D above.~~
- EF. If a holiday falls on the employee's regularly scheduled day off, the employee shall receive payment for the holiday for eight (8) hours at the straight-time rate provided the employee was in pay status for a portion of the last regularly scheduled workday prior to the holiday and in pay status for a portion of the next regularly scheduled workday after the holiday. Such holiday pay does not count for the purpose of computing overtime, nor the purpose of fulfilling the work period unless worked as provided in paragraph E above.
- EG. Every effort will be made to include adjustment(s) for holiday pay in the pay warrant issued for the appropriate pay period. If not possible, the adjustment(s) for holiday pay may appear on the next regularly issued pay warrant for the pay period following the pay period in which the holiday(s)

occurred. Penalty pay shall not apply for pay shortages, which result from holiday pay adjustments.

### **13.3 Assignment of Additional Hours**

#### **A. Application**

1. When Management decides there is a need to call off duty personnel to work, the following procedure shall be used to provide an equitable opportunity for assignment of additional hours.
2. These procedures do not apply to emergency situations as determined by the Employer or when application would result in a member working more than 16 (sixteen) hours in any 24-hour (twenty-four) period.
3. A record of actual compensated overtime hours worked by the overtime eligible Bargaining Unit member will be maintained and made available for reasonable inspection by appropriate Association representatives.

#### **B. Application Procedures**

1. All worksites will use a standardized form on which interested Correctional Officers assigned to that institution must sign to indicate their availability for work assignments during their regularly scheduled days off.
2. The form, entitled "Work Assignment Contact List", will be posted in a designated area in each worksite at the beginning of each shift rotation. Correctional Officers who wish to be called for additional work assignments during their regularly scheduled days off must sign the Work Assignment Contact List before 2400 hours each Monday. After 2400 hours on Monday, Correctional Officers may add their names to the bottom of the Work Assignment Contact List through the end of that shift rotation at which time the list is final. No names shall be added to the Work Assignment Contact List after the end of the last shift in that rotation. The order of name placement of those interested will be randomized.
3. Correctional Officers not present at the worksite during their regularly scheduled shift by reason of leave, training, or other similar cause may contact the Shift Sergeant, who will sign their names to Work Assignment Contact Lists as provided above.
4. Work Assignment Contact Lists will be used for purposes of scheduling Correctional Officers for work assignments. Correctional Officers on the List will be called in rotation. The Employer's designee is responsible for recording the attempted contact on the form and the nature of the response, if any. If the attempt ends with a message recorder, beeper, etc., there is no requirement that a message be left or additional contact

attempt be made before moving to the next name on the list. Correctional Officers may supply up to two (2) telephone numbers on the Work Assignment Contact List and both will be called.

5. A contact attempt is presumed to have been made as recorded. Failure to complete Work Assignment Contact Lists properly may result in discipline.
6. If one full rotation through the Work Assignment Contact List results in the failure to secure an available Correctional Officer, then any method, including but not limited to, contacting Correctional Officers from other worksites or requiring additional work to be performed by any Bargaining Unit member may be used.
7. The Employer can limit use of these procedures to members who meet specialized requirements as determined by the Employer or if selection from the list would result in conflict of the parties' rights or obligations under this Agreement, rulings, determinations, regulations, or statutes.
8. Correctional Officers who place their names on a Work Assignment Contact List for additional work assignments have no entitlement or expectation to specific post or duty assignments, nor are they entitled to recall or standby pay.

#### C. Randomization

Each work period, the random lists shall be compiled by placing each eligible employee's name into a selection device. Once all names have been deposited, they shall be mixed. After mixing is complete, each name shall be selected one at a time by the Superintendent or his designee. The first name selected shall be placed on the top of the work assignment list, and so forth.

#### **13.4 Continuous Hours of Work**

A Bargaining Unit member may not work in excess of sixteen (16) hours within one (1) twenty-four (24) hour period except in an emergency.

#### **13.5 Recall**

##### A. Overtime Eligible Bargaining Unit Members.

1. If an overtime eligible Bargaining Unit member is called back to work within four (4) hours after the completion of the member's shift, the member shall be paid recall premium pay at a rate of one and one-half (1 ½) times the Bargaining Unit member's regular pay rate for actual hours worked. Regular rate of pay is the applicable rate for regularly scheduled work.
2. If an overtime eligible Bargaining Unit member is recalled later than four

(4) hours after completion of the member's regular shift, the member shall be entitled to a minimum of four (4) hours recall premium pay at a rate of one and one-half (1 ½) times the Bargaining Unit member's appropriate rate of pay (including the appropriate shift differential). Should total call-back hours worked exceed four (4) hours, an overtime eligible Bargaining Unit member shall receive recall premium pay at a rate of one and one-half (1 ½) times the Bargaining Unit member's appropriate rate of pay (including the appropriate shift differential) for all such hours worked.

3. The recall provisions of A.1 and A.2 do not apply in the following cases:
- a. If the additional work assignment has been scheduled prior to the Bargaining Unit member's leaving the work site at the end of the shift;
  - b. If the member who is contacted to return to work is on standby when contacted to return to work;
  - c. If the member has volunteered to be called for overtime during a specified pay period;
  - d. If the member is not required to report to a workstation or other location in order to perform the work.

In such cases, all hours worked will be paid at the appropriate rate of pay.

### **13.6 Early Call-In**

"Early Call-in" shall be defined as the notification of a member to report early and work hours contiguous with his/her next regular scheduled shift. If notified of an early call-in, the employee shall be compensated for all hours worked with a minimum of one (1) hour as worked.

### **13.7 Standby**

- A. When members are ordered to be available for immediate recall and either to remain at home or periodically to report their whereabouts, their names shall be placed on a standby roster. Assignments to a standby roster shall be, insofar as possible, equitably rotated among members normally required to perform the anticipated duties, provided that nothing in this Article shall preclude the assignment of an individual to a standby roster whose knowledge makes that individual the most logical choice for the anticipated tasks.
- B. An amount equal to ten percent (10%) of seven and one-half (7 ½) times the employee's hourly base salary will be paid to a member who is assigned to a standby roster for each calendar day or portion of a calendar day of such assignment. The daily rate of compensation shall include geographic and shift pay as appropriate.

### **13.8 Overtime**

When an overtime eligible Bargaining Unit member is required to perform work

by telephone after the completion of the member's scheduled work hours, the time worked shall be recorded on the time sheet in fifteen (15) minute increments.

### **13.9 Pay on a Holiday**

Holiday Premium Pay for hours worked on a holiday shall be computed only on the hours worked between 12:01 a.m. and the following 11:59 p.m. on the holiday. This Holiday Premium Pay shall be paid in addition to the eight (8) hours at the straight-time rate for holiday pay and shall not be pyramided or duplicated. The Holiday Premium Rate of pay shall be compensated at time and one-half (1 1/2) for all hours so worked.

### **13.10 Overtime Pay Calculations**

When a Bargaining Unit member who is eligible to receive overtime works a shift that qualifies for shift differential pay, the Employer shall compute overtime on the basis of the following formula:

(Base rate + shift differential) x 1.5

## **ARTICLE 14 - PERFORMANCE EVALUATIONS**

### **14.1 Performance Evaluations**

- A. Employees in a probationary status shall receive written performance evaluations midway through and at the completion of the probationary period. Permanent employees not in a probationary status in a job class shall receive annual written evaluations on or before their merit anniversary date.
- B. The scope of the performance evaluation shall be limited to those factors relevant to the effective performance of the employee's duties and responsibilities. The evaluation process shall be consistently and equitably applied.
- C. Evaluations are due fifteen (15) days prior to the mid-probationary period, completion of probation and the merit anniversary date. The Employer will make every effort to see that the evaluations are received in a timely manner.
- D. The denial of a performance incentive increase done through a performance evaluation must be done on or before the date the evaluation is due. If the rater fails to prepare a timely performance evaluation, any performance incentive increase shall be granted to the employee effective on the employee's merit anniversary date. The fact that an evaluation is late shall not delay the transition from probationary to permanent status.
- E. Prior to signing an evaluation, the rater will discuss the evaluation with the employee, in part to assist the employee in understanding the degree to

which he/she is meeting the requirements of the position. Employees will not be required to concur with the performance evaluation report. At the time the employee signs the evaluation, he/she will be provided a copy. The finalized evaluation will be provided to the member within ninety (90) calendar days of the date of signing by the member.

- F. An employee who is dissatisfied with any written performance evaluation may, within fourteen (14) calendar days of discussing the evaluation with the rater and prior to finalization of that evaluation, provide a written rebuttal to it which will be attached to the evaluation and become a permanent part of the employee's personnel file.
- G. Employees may request a written performance evaluation at reasonable intervals.
- H. Performance evaluations, including rebuttals, shall be placed in the Bargaining Unit member's personnel file.
- I. To ensure that performance evaluations meet the standard of being consistently and equitably applied, all performance evaluations shall be reported on a single approved State form.

#### **14.2 Performance Incentives**

Performance incentives shall be based upon the appointing authority's evaluation of an employee's performance.

- A. A performance incentive of one (1) step in the salary range may be given to an employee who has received an overall performance evaluation of "Mid-Acceptable" or better on the employee's merit anniversary date. The employee's merit anniversary date shall be the first (1<sup>st</sup>) day of the pay period following satisfactory completion of the probationary period, unless the employee enters the pay range above the minimum rate of pay, in which case the merit anniversary date shall be the first (1<sup>st</sup>) day of the pay period following completion of one (1) year of service in the position.
- B. Steps (b), (c), (d), (e), and (f) of the salary range shall be used for performance incentives where an employee has demonstrated satisfactory service of a progressively greater value to the State. Unless the Employer denies a merit increase through a performance evaluation, an employee's step increase will become effective on the merit anniversary date.
- C. The merit anniversary date does not change when a performance incentive is not granted. If the employee's performance reaches acceptable levels later in the merit year, the step increase may be granted effective the first (1<sup>st</sup>) day of the pay period of any month and no change in the merit anniversary date will result.

D. When an employee's level of work performance becomes less than "Mid-Acceptable," an interim performance evaluation may be prepared. When such an evaluation is prepared and the level of performance does not reach "Mid-Acceptable" within the subsequent thirty (30) day period, one (1) salary step may be withdrawn on the first (1<sup>st</sup>) day of the pay period following completion of the thirty (30) day period, provided the employee's salary is not the entry step of the salary range. No more than one (1) salary step may be withdrawn in a twelve (12) month period. Before a personnel action withdrawing a salary step is prepared, the employee shall be notified in writing that the performance has not improved. If the employee's level of performance subsequently reaches "Mid-Acceptable," the salary step may be restored effective the first day of the pay period following preparation of a performance evaluation report confirming the improved level of performance. ~~Employees on longevity pay steps that were awarded under the provisions of AS 39.27.022 are not subject to the provisions of this rule.~~

E. The Employer will not establish a quota or percentage system to determine the number of performance incentive increases granted, ~~but the parties agree to accept the standards provided in G 77-36 dated September 27, 1979, and all subsequent written decisions issued by the neutral third (3rd) party pursuant to the performance incentive appeal process under this and prior agreements covering Correctional Officers, for determining the granting or not granting of performance incentives.~~

### 14.3 Appeal Procedures

In instances in which an employee has not been awarded a performance incentive or pay increment, the following shall be the sole and exclusive method for resolution:

A. Level One: The employee must appeal within fifteen (15) working days after receipt of a copy of the finalized evaluation which fails to grant a performance incentive or pay increment. The appeal must be made in writing through the Association to the Commissioner of the Department of Corrections, setting forth the reasons the employee disagrees with the Employer's action. The Department shall respond in writing within fifteen (15) working days after receipt of the appeal.

B. Level Two: In the event the matter is not resolved at Level One, the Association may advance the appeal to the Division of Personnel and Labor Relations, Department of Administration. The appeal must be submitted in writing within fifteen (15) working days after the response at Level One is due or received, whichever is earlier, and must include all evidence and arguments which the Association desires to be considered by the Director of the Division of Personnel and Labor Relations. The Director shall review the appeal in conjunction with the subject performance evaluation and any

rebuttal thereto; the Level One appeal and response, pertinent related performance documents and statements, the employee's job description and class specification.

The Director shall respond to the appeal in writing within twenty (20) working days after receipt of the Level Two appeal. If the Director grants the appeal, the Association and the Department of Corrections shall be so notified concurrently, together with the rationale for the Director's determination.

- C. Level Three: In the event that the Director of the Division of Personnel and Labor Relations does not grant the appeal, the Association may advance the appeal to the neutral third (3rd) party selected in accordance with the procedures below by submitting a written request to the Director of the Division of Personnel and Labor Relations within ten (10) working days after the receipt of the denial at Level Two. The request may include additional arguments in support of the Association's position, to which the Director may make a written response; neither party shall submit new evidence in conjunction with these written statements. The Director shall forward copies of the Level Two and Three appeals and responses to the neutral third (3rd) party within ten (10) working days of receipt of the Association's requests. The submission shall include all documents and written arguments reviewed by the Director at Level Two. Any dispute concerning the admissibility or relevance of performance related documents shall be resolved by the neutral third (3rd) party at such time as the appeal is forwarded for final decision.

The neutral third (3rd) party shall render a written decision and rationale within thirty (30) days after receipt of the appeal. The decision shall be binding and non reviewable. Costs associated with the neutral third (3rd) party shall be borne equally by the parties.

- D. Selection of a Neutral: The Employer and the Association shall jointly elect the neutral third (3rd) party. In the event that agreement has not been reached within thirty (30) days after signing of the Agreement, the neutral shall be selected by alternately striking names from the list of arbitrators provided for in the Grievance-Arbitration Article until one (1) name remains and that individual shall be appointed.

#### **14.4 Performance Evaluation Disputes with No Merit Increase Due**

An employee who is dissatisfied with a written performance evaluation, which does not involve the denial of a performance incentive or pay increment, may obtain review of the evaluation through the following procedure, which shall be the sole and exclusive remedy for such disputes:

- A. Within thirty (30) days after receipt of a copy of the finalized evaluation, the employee must submit through the Association a written request to the Commissioner or designee, asking that he/she 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.

- B. The written request must state specifically the allegations to be investigated, the degree that the information in support of those allegations is known, and 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.
- C. Upon receipt of a written request, the Commissioner or designee shall have thirty (30) days to investigate the allegations and to make written recommendations of any revisions of the evaluation, with a copy to the Association. A designee may conduct the investigation under this section.
- D. In the event the dispute is not resolved by the Commissioner or designee, the employee through the Association shall submit a written request for a review by the Division of Personnel and Labor Relations, Department of Administration within ten (10) days after receipt of the Commissioner's or designee's recommendations. Absent a request for a review by the Division of Personnel and Labor Relations, Department of Administration, the Commissioner or designee shall adjust the evaluation in accord with his/her recommendations.
- E. The Division of Personnel and Labor Relations, Department of Administration shall respond within thirty (30) days of the employee's request for review. The Division of Personnel and Labor Relations, Department of Administration's determination shall be the final level of appeal for these cases. If the Division of Personnel, Department of Administration's response is not satisfactory to the employee, the Association will notify the Employer within thirty (30) days of receiving the Division of Personnel and Labor Relations, Department of Administration's written response, and the entire appeal process and all related material shall become a permanent attachment to the evaluation.

#### **ARTICLE 15 - COMPLAINT RESOLUTION PROCESS**

- A. A complaint is defined as: (1) any controversy, dispute, or disagreement arising between the Association or the employee(s) and the Employer that does not concern the application or interpretation of the terms of this Agreement, or (2) is the appeal of the discharge, demotion, or suspension of a probationary employee not holding permanent status in another classification. Such matters are not included in the definition of grievances as provided in Article 16. The following shall be the sole means of settling complaints.

- B. A complaint must be brought to the attention of the Employer, consistent with the procedures set forth in this Article, within fifteen (15) working days of the effective date of the action or inaction, whichever is later. Deadlines for submission of a complaint at succeeding steps shall be counted from the date of receipt of a response from the Employer, or the date the response is due, whichever is earlier. Date of receipt of a complaint or response shall be either seven (7) calendar days following date of postmark or the date of signed verification of receipt.
- C. If the Employer fails to render a decision within the allotted time, the complaint may be advanced to the next step by the Association. Allotted time frames may be extended by mutual agreement.
- D. Complaints shall be processed on forms approved by the Employer and the Association.
- E. The complaint will state the facts from which it arises, the rules, procedures, or conditions which should be considered and the remedy requested. Adjustments to complaints shall not conflict with this Agreement or applicable written policies, laws, or regulations. Appeals should be in writing with a copy of the original complaint attached.
- F. Procedure
  - 1. Complaints will be presented on the provided forms by the Employee or approved Representative per Article 2 of this Agreement to the first level supervisor outside the Bargaining Unit. The complaint may be adjusted with or without the participation of an approved Representative provided that the complainant has not been denied the opportunity for representation. The supervisor shall respond in writing to the complainant within ten (10) working days.
  - 2. If the response is unsatisfactory, an Employee or Representative may appeal to the Commissioner of Corrections or designee within ten (10) working days after the response is due or received, whichever is earlier. The Commissioner shall respond in writing to the Employee or Association Representative within ten (10) working days of receipt of the appeal.
  - 3. Failing resolution, a Professional Association Representative may present the appeal to the Commissioner of the Department of Administration within ten (10) working days after the response is due or received, whichever is earlier.
  - 4. Upon request of the Association a meeting and/or teleconference between the Association Representative and the Commissioner or a designee will

be convened to discuss the complaint. The Commissioner shall respond in writing to the Association Representative within twenty (20) working days of receipt of the complaint or of the meeting, if held, whichever is later. The decision of the Commissioner of the Department of Administration is final and shall settle the matter.

5. Extensions to the time limits established in sections B and F may be waived by mutual agreement.
- G. Group Complaints. Complaints that involve more than one (1) complainant may be filed at the level which encompasses all known affected employees and, if necessary, may be appealed upward from that level until final settlement by the Commissioner of the Department of Administration. Time limits and procedures shall be as for individual complaints set out above.

## **ARTICLE 16 - GRIEVANCE-ARBITRATION**

### **16.1 General**

#### **A. Definition of Grievance**

A grievance is defined as a dispute over the application or interpretation of the terms of this Agreement. The parties recognize that the application of other rules and regulations of the State may be necessary for the resolution of the grievance.

#### **B. Consistency**

Grievances settled in writing at Step One found to be contradictory to statute or the Alaska Administrative Code may be reopened through a written notice to the Association within thirty (30) calendar days from the date of the written settlement. Grievances reopened in this manner shall proceed immediately to Step Three of the grievance procedure.

### **16.2 Filing Requirements**

#### **A. Authority to File:**

All grievances must be filed by or through the Association Business Manager or Agent.

#### **B. Initial Filing Time Frame:**

A grievance must be brought to the attention of the Employer, consistent with the procedures set forth in this Article within thirty (30) calendar days of the effective date of the disputed action or inaction, or the date the member is made aware of the action or inaction, whichever is later. A grievance not brought within these time limits shall be considered untimely and shall be void.

#### **C. Advancing the Grievance:**

If the Employer fails to render a decision in the allotted time frame, the grievance must be advanced to the next step of the procedure by the Association within the time frames stated below in order to obtain further consideration.

D. Waiver of Grievance Steps and Time Frames:

Individual grievance steps and time limits for filings and responses may be waived by written mutual agreement of the Association and the Employer representative named at the appropriate step.

E. Grievance Format:

Grievances shall be processed in the format of or on the forms provided by the Employer. The grievance shall state the facts giving rise to the grievance, the provisions of the Agreement that may have been violated, and the remedy requested. If such information is not provided, the Employer may return the grievance to the Association without further action. The Association may resubmit the grievance, including the required information, within fourteen (14) calendar days of receipt of the returned grievance. A grievance not resubmitted within these time frames shall be considered untimely and shall be void.

F. Proof of Receipt:

All mailed material relating to Steps One-Four filings of a grievance shall be accomplished through a proof of receipt method.

**16.3 Special Grievance Types**

A. Class Action Grievances:

1. A class action grievance is a disputed action or inaction, which affects two (2) or more members in a substantially similar manner. To be accepted for processing, class action grievances must identify at least two grievants and whenever possible, all known grievants, or attempt to identify all others by name, job class, and work location.
2. Class action grievances shall be submitted by the Association Business Manager or Agent to the first (1st) level supervisor having jurisdiction over all grievants. For example, if a class comprises members working in more than one (1) institution or Division, grievances shall be submitted at Step Two; if only one (1) institution but more than one first level supervisor is involved, grievances shall be submitted at Step One to the Superintendent.

B. Disciplinary Grievances:

Grievances involving terminations, suspensions for one hundred sixty (160) hours or more and non-probationary demotions shall be entered at Step Two.

C. Informal Dispute Resolution:

1. The parties desire that differences between members and supervisors be resolved as quickly and satisfactorily as possible. To achieve this goal, members are encouraged to discuss such differences with their supervisors as soon as possible after they become aware of the event(s) leading to the differences and prior to filing a grievance. Supervisors are similarly encouraged to be responsive to such discussion. Adjustments may not conflict with the Agreement or applicable laws or regulations.
2. The time frames for filing a grievance at Step One shall apply whether or not the member elects to engage in informal dispute resolution under this Section.

**16.4 Grievance Procedure**

A. Step One:

Within thirty (30) calendar days of the disputed action or inaction, or the date the member is made aware of the action or inaction, whichever is later, the Association Business Manager or Agent may submit a grievance in writing to the member's first (1st) level supervisor outside of the Bargaining Unit. The supervisor shall respond in writing to the Association within ten (10) calendar days of its presentation.

B. Step Two:

Failing to settle the grievance at Step One, the Association may advance the grievance by submitting it in writing to the designated Human Resources Management Services Representative with a copy to the Commissioner of the Department of Corrections within fourteen (14) calendar days after the response from Step One is due or received, whichever is earlier. The Human Resources Management Services Representative shall respond in writing to the Association within twenty-one (21) calendar days after receipt of the appeal.

C. Step Three:

Failing to settle the grievance at Step Two, the Association may advance the grievance by submitting it in writing to the Commissioner of Administration within fourteen (14) calendar days after the response from Step Two is due or received, whichever is earlier. The Commissioner of the Department of Administration shall respond in writing to the Association within thirty (30) calendar days after receipt of the appeal.

D. Step Four:

Any grievance, which is not settled at Step Three, may be submitted to arbitration for settlement. This request must be submitted to the Commissioner of Administration in writing within thirty (30) calendar days after the response from Step Three is due or received, whichever is earlier. The

Association shall state specifically which Article(s) and Section(s) the State may have violated and the manner in which the violation is alleged to have occurred. The parties will meet within twenty-one (21) calendar days after receipt of the request for arbitration to strike names and make arrangements to contact the arbitrator about scheduling the hearing. The Association shall contact the State representative assigned to the case to strike names.

#### **16.5 Board of Arbitration**

- A. Within thirty (30) calendar days of the signing of this Agreement, the Employer and the Association shall attempt to agree to a list of eleven (11) arbitrators for the Arbitration Selection List. Absent mutual agreement, the parties shall request a list (Western United States only) of arbitrators from the Federal Mediation and Conciliation Service (FMCS), or other source, mutually agreed to by the parties. The current list shall be added to the list from the FMCS or other source (duplicate names shall only be included once on the complete list). The parties shall then alternatively strike names from the list until eleven (11) names are left to constitute the Arbitrator Selection List.
- B. For each hearing, the parties will select the arbitrator by alternately striking one (1) name at a time until only one (1) name remains on the list. The parties will alternate on striking the first (1st) name. The initial strike process following the execution of this Agreement shall be decided by a toss of a coin. The name of the arbitrator remaining on the list shall be accepted by the parties as the arbitrator, and arbitration shall commence on a mutually acceptable date.

#### **16.6 Authority of the Arbitrator**

- A. Questions of procedural arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot reasonably be made, the arbitrator shall then proceed to hear the merits of the dispute.
- B. The parties agree that the decision or award of the arbitrator shall be final and binding. The arbitrator shall have no authority to rule contrary to, amend, add to, subtract from, or eliminate any terms of this Agreement.

#### **16.7 Arbitration Procedures**

- A. No later than seven (7) working days prior to the scheduled arbitration meeting, the parties shall meet to discuss the arbitration and exchange the following information:
1. A statement of the issue(s). If a joint statement(s) cannot be agreed upon, individual statements will be presented;
  2. A list of all exhibits each party intends to use to present its case in chief;
  3. A list of witnesses each party intends to call;

4. A listing of facts to which the parties stipulate.
- B. It is the intention of the parties that post-hearing briefs will not normally be written. If either party believes it necessary to write a brief, it will so inform the other party.
  - C. The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties.
  - D. The award shall be rendered promptly by the arbitrator, normally within thirty (30) calendar days of the conclusion of the hearing or the submission of briefs, if briefs are submitted.
  - E. The opinion and award shall be in writing and shall be signed by the arbitrator. The parties may agree by mutual consent that no opinion is required in a particular hearing, in which case the arbitrator shall issue only an award.
  - F. Expenses incident to the services of the arbitrator shall be borne by 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.
  - G. Documents implementing penalties, which are later reversed, shall be removed from the member's personnel file. This does not preclude the maintenance of such records in the Labor Relations and Department historical grievance files, provided such documents shall not be forwarded to potential employers within or outside State government.
  - H. A member who is required to appear as a witness for an arbitration proceeding for the Association shall be granted time off subject to the ACOA Business Leave Bank.
  - I. Arbitration awards and grievances settled by a formal Letter of Grievance Resolution shall be implemented 45 days after receipt, if neither party has filed an appeal or noticed the other party of intent to appeal. The 45 day time limit may be extended by mutual agreement of the parties.

#### **16.8 Grievance Mediation**

Nothing shall preclude the parties from mutually agreeing to submit any grievance(s) not resolved at Step Three to mediation.

### **ARTICLE 17 - INSURANCE**

### **17.1 Employee Life Insurance**

The Employer shall insure the life of every employee in the principal amount of two thousand (\$2000).

### **17.2 Travel Accident Insurance**

The Employer will insure the life of every member against accidental death while the member is traveling within the scope of his or her State employment in the amount of \$100,000.00.

### **17.3 Health Insurance**

#### **A. Employer Provided Health Insurance:**

The Employer will continue to provide a flexible benefits program for the provision of health insurance. Eligible employees shall pay, by payroll deduction, any difference between the Employer's contribution and the total premium required to provide coverage elected by the employee under the flexible benefits program.

Effective July 1, ~~2009~~2012, the Employer health insurance contribution required by Article 17.3 shall be ~~nine hundred and thirteen dollars (\$913)~~ one thousand three hundred and thirty dollars (\$1330) per month per eligible employee.

Effective July 1, for each year of this Agreement, the Employer health insurance contribution will increase by an amount of money not exceeding that necessary to maintain comparable coverage under the current Select Benefits Default/Economy Plan.

- B. The eligibility of the employees and their dependents for coverage and the precise benefits to be provided shall be as set forth in the insurance plan documents, consistent with AS 39.30.090.
- C. The Employer shall provide written notice to the Association of changes to the level of health insurance benefits at least sixty (60) days prior to implementation.
- D. 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.
- E. The Employer shall recognize the participation of two Association Representatives as full members of the Health Benefits Evaluation Committee established between the Employer and representatives with members or employers covered by the Commissioner's Plan. The HBEC may make recommendations to the Commissioner of Administration concerning provision of efficient, effective health care benefits within the level of the

Employer's contribution, including but not limited to utilization review, pre-certification requirements, cost containment measures, employee education, and preferred provider arrangements. The Commissioner of Administration will give the committee's recommendations full consideration.

## **ARTICLE 18 - MEAL AND RELIEF PERIODS**

### **18.1 Meal Break**

#### **A. Forty-two (42) Hour Schedule:**

1. A duty free meal break of not less than thirty (30) minutes nor more than one (1) hour shall be allowed approximately midway of each shift.
2. An additional meal break of thirty (30) minutes shall be allowed when a member works continuously for two (2) hours or more before or after the normal work day, and such additional meal break shall be considered as time worked.
3. In the event the member is recalled within two (2) hours of the termination of their normal work day, the Bargaining Unit member shall be granted a meal break in accordance with other provisions of this Article.

#### **B. Eighty-four (84) Hour Schedule:**

1. Members working a twelve (12) hour shift shall receive a one-half (1/2) hour duty-free paid meal period. Every effort shall be made to provide the meal break midway through the shift not earlier than three (3) hours after the start of the shift and not later than three (3) hours prior to the end of the shift.
2. Meal breaks, which are not given, shall be reported before the end of the shift. If a member does not report the missed meal break, it will be assumed the break was taken. Missed meal breaks will be treated as time worked and will be paid at the applicable rate. When a 42-hour member works a 12-hour shift, the member shall be granted a missed meal break in accordance with the provisions in this paragraph.
3. In the event the member is recalled within two (2) hours of the termination of their normal shift, the Bargaining Unit member shall be granted a meal break in accordance with other provisions of this Article.
4. An additional meal break of thirty (30) minutes shall be allowed when a member works continuously for two (2) hours or more before or after the normal shift, and such additional meal break shall be considered as time worked and will be paid at the applicable rate.

### **18.2 Relief Period**

- A. All members shall be allowed two (2) paid fifteen (15) minute relief periods in each normal workday. The Employer shall establish reasonable rules governing the taking of such relief periods.
- B. Relief periods will be taken away from the immediate workstation when the member works in a public area and where the Employer can reasonably provide such separate area.
- C. When working other than the normal shift, a fifteen (15) minute paid relief period shall be allowed a member during any work period of at least four (4) hours duration, or as otherwise agreed.
- D. If an employee is not allowed to take a relief break, he or she shall be compensated at the appropriate rate for the missed break if it is reported before the end of the shift. If an employee does not report the missed break, it will be assumed the break was taken. In the absence of a shift supervisor, an additional (15) minutes will be paid at the appropriate rate if the missed break is reported in accordance with Department/Institutional procedures.

## **ARTICLE 19 - HOLIDAYS**

### **19.1 List**

All employees shall be entitled to, and compensated for, eight (8) hours at their regular hourly rate of pay for all holidays listed below:

"Holiday" in this Agreement means:

1. The first of January, known as New Year's Day.
2. The third (3rd) Monday in 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 18th of October, known as Alaska Day.
9. The 11th of November, known as Veteran's Day.
10. The fourth (4th) Thursday in November, known as Thanksgiving Day.
11. The twenty-fifth (25th) day of December, known as Christmas Day.
12. ~~Effective July 1, 2007, †~~The holiday formerly known as Lincoln's Holiday shall be treated as a floating holiday. On February 12<sup>th</sup> of each year, the members' personal leave account shall be credited with eight (8) hours of personal leave.
13. Every day designated by public proclamation by the Governor of

Alaska as a legal holiday.

**19.2 Observance of Holidays**

**A. Forty-Two (42) Hour Schedule:**

A designated holiday will normally be observed on the calendar day on which it falls, except employees who are regularly scheduled to work Monday through Friday will observe the preceding Friday when the holiday falls on Saturday, and will observe the following Monday when the holiday falls on Sunday. Normally, only those employees designated in advance by appropriate supervision will be required to work on a designated holiday. When a designated holiday falls on an employee's scheduled day off, other than Saturday or Sunday, the day of observance will be rescheduled to another day within the pay period.

**B. Eighty-Four (84) Hour Schedule:**

1. Overtime pay for hours worked on a holiday shall be computed only on the hours worked between 12:01 a.m. and the following 11:59 p.m. on the holiday. This overtime compensation will be paid in addition to the eight (8) hours at the straight-time rate for holiday pay and is subject to Article 13.9.
2. If a holiday falls on the employee's regularly scheduled day off, the employee shall receive payment for the holiday for eight (8) hours at the straight-time rate provided the employee was in pay status for a portion of the last regularly scheduled workday prior to the holiday and in pay status for a portion of the next regularly scheduled workday after the holiday. Such holiday pay does not count for the purpose of computing overtime, nor the purpose of fulfilling the work period unless worked as provided in Paragraph 1 above.

**ARTICLE 20 - LEAVE**

**20.1 Personal Leave**

**A. Accrual**

1. Accrual of personal leave for full-time employees is according to the following schedule:

Years of Service	Hours/Pay Period
0-2	11.08 7.39
2-5	12.47 9.23
5-10	13.85 11.08
10+	16.62 12.93

2. Personal leave accruals for partial periods of service will be on a prorated basis. There shall be no accrual of personal leave during any pay period during which the employee is absent without approved leave.
3. Accrued personal leave is available for use after an employee has completed thirty (30) continuous calendar days of employment. Employees shall use accrued personal leave on an hour for hour basis.
4. Leave Anniversary Date. Changes in the rate of personal leave accrual shall take effect at the beginning of the pay period immediately following the pay period in which the employee completes the prescribed period of full-time service.
5. Personal leave earned during the pay period will be credited on the first (1st) day of the following pay period.
6. There is no maximum amount of personal leave that may be accrued.

**B. Leave Cash In.**

Each employee may cash in any amount of personal leave, but in no event shall a payment be made which reduces the leave balance below 84 hours. Payment will be made no later than one (1) pay period in which the request was made.

- C. Personal leave may be taken by an employee at any time business permits, upon prior permission by the facility supervisor or designee. An employee's request for personal leave will not be unreasonably denied. However for employees on the 84-hour schedule, approval will not normally be granted for non-emergency personal business or medical appointments. This does not preclude approval of personal leave for vacation purposes, which is contiguous with the employee's days off.
- D. Terminal Leave. Any employee who is separated from State service for any reason including layoff shall receive within three (3)~~seven (7)~~ days a lump sum payment for the number of hours of accrued personal leave at the employee's annualized hourly rate of pay.
- E. Each facility will develop procedures for scheduling leave on an annual basis ensuring that leave selection is based on seniority.

**20.2 Use of Personal Leave for Medical Purposes**

A. Personal leave for medical purposes may be granted by the facility supervisor or designee only in the following instances.

1. At the discretion of the facility supervisor or designee, an employee may be granted personal leave for a medical appointment or illness or injury of

the employee. The employee may be required to support said absence with a physician's certificate. Employees will not be required to provide a physician's certificate for illness of less than three (3) days unless improper use is suspected.

2. At the discretion of the facility supervisor or designee, an employee may be granted personal leave for a medical or dental appointment or illness or injury within the employee's immediate family which requires the attendance of the employee or where the employee's presence on the job could jeopardize the health of fellow employees. Under these conditions the employee may, with the consent of the employee's facility supervisor or designee, use personal leave with pay the same as if the employee were personally under a medical disability; however, such leave may not be granted unless the facility supervisor or designee is satisfied that the absence of the employee is required to attend the dependent with the medial appointment, illness, or disability. The facility supervisor or designee may require a doctor's certification showing that the employee is required to be in attendance.
  3. Upon the death of a spouse or other family member of the immediate family of an employee, the employee may use not more than seven (7) working days of accrued personal leave with pay for purposes of funeral leave. Under extenuating circumstances, the facility supervisor or designee may, at his/her discretion, approve the use of additional days of accrued personal leave for this purpose. Immediate family for purposes of funeral leave means the employee's spouse, children, stepchildren, mother, father, mother-in-law, father-in-law, sister, brother, grandparent, or grandchild.
  4. In each case of absence due to illness or injury it shall be the responsibility of the employee to notify the employee's supervisor of the absence immediately and to report periodically the anticipated duration of the absence. Failure to notify the supervisor may result in disciplinary action, up to, and including termination.
  5. At the discretion of the facility supervisor or designee, an employee may be granted personal leave when requested by local medical officials to respond to an emergency for the purpose of donating blood.
- B. Employees shall be allowed to donate personal leave to and receive donations of 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 showing the amount of leave to be donated subject to a minimum of four (4) hours. The leave slip will have written along the

bottom, or in the space provided, "Leave donated to (employee name, Employee Identification Number social security number)".

2. The Association will be responsible for gathering all leave donations to be forwarded to the Division of Finance for processing. The Association will transfer to the Division of Finance leave donations in complete pay period amounts, unless the donated amount does not equal a full pay period. Leave donations will be posted by the Division of Finance to the recipient's account during the pay period in which received for use from that pay period forward. Donations shall not be posted for use in a pay period prior to that in which received.
3. The Employer 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 medical or bereavement leave. The total amount of leave credited to the recipient's donated leave account shall not exceed seven-hundred and fifty (750) hours during the life of the current Agreement. Donated leave may not be used until all accrued personal leave has been exhausted.
4. Once the Employer Division of Finance has completed the above process, the State will not be obligated for further processing or liabilities resulting there-from. Once the donation has been transferred to the recipient, the donation cannot be withdrawn, modified, or otherwise returned to the donor's leave account. Upon the death of an employee, any unused donated leave shall be paid in cash to the employee's beneficiaries at the employee's annualized hourly rate.

### **20.3 Absence and Payment for Court Leave and Jury Duty**

- A. An employee who is called to serve as a juror or subpoenaed as a witness, other than for Department Business shall be entitled to court leave for time spent in court and traveling to and from the institution and the court. An employee's schedule may be adjusted for the duration of the time the employee is schedule to appear provided the Employer receives twenty-four (24) hours notice.
- B. Time spent in court on behalf of the Employer and time spent traveling to and from the institution to court shall be considered time worked.
- C. Written documents such as a subpoena, Marshal's statement of attendance and compensation for services, per diem, and travel, may be required to support a request for court leave or assignment to court duty.
- D. A member who is required to appear in court and who does not serve for a full

day, or who is placed on "on-call" status, shall return to work to complete his/her workday if reasonable time remains for such return. With Management concurrence, the member may not be required to report back to work after completing his/her court attendance and will be credited for a full duty day.

- E. Employees shall turn over to the Department all monies received from the court as compensation for service rendered during hours for which the employees are paid a wage by the employer.

**20.4 Time Off to Vote.**

The Employer shall provide reasonable and necessary time off for Bargaining Unit members to vote in local, municipal, borough, State, and Federal elections, provided that the member is unable to vote outside working hours because of actions of the Employer.

**20.5 Other Approved Absence.**

Upon application and written approval of the Commissioner, an employee may be granted leave of absence without pay. Continuous service credit shall not accrue during the period of leave.

**20.6 Business Leave Bank**

- A. There is hereby created a Business Leave Bank for the sole and exclusive use of the Association. The Bank shall be administered and managed solely by the Association and subject to periodic audits by the Employer. Each audit shall be preceded by written notice, at least forty-eight (48) hours prior to the audit. Audits shall not be more frequent than twice each calendar year. The Employer shall provide the Association with a monthly statement reflecting additions and withdrawals and the current Business Leave account balance.
- B. The first ~~(1<sup>st</sup>)~~ ~~twelve (12)~~ ~~eight (8)~~ hours of accrued personal leave of all new Bargaining Unit members shall be transferred to the Association's Leave Bank. Upon request from the President of the Association, when authorized by the membership, the Employer shall transfer from one (1) hour to eight (8) hours from each Bargaining Unit member's personal leave account to the Association Leave Bank. Any additional leave transfers shall be in no less than one (1) hour increments.
- C. Leave assessments from Bargaining Unit members new to the unit and donated personal leave will be converted to its dollar value at the hourly rate of the pay of the Bargaining Unit member from whom the leave was received. Those dollars (with benefit costs) shall be placed in the Business Leave Bank. When Business leave is used in accordance with the other provisions of this section, dollars will be withdrawn from the bank equal to the hourly rate (with benefit costs) of the Bargaining Unit member utilizing the leave times for the hours of leave taken. Leave used shall be no less than in one-hour

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increments.

- D. The Association agrees that it will not use the Leave Bank for any purpose other than bona fide Association business. The Association further agrees that the Leave Bank balance is not returnable to personal leave accounts. Requests for absences from duty for Business Leave shall be made by the President of the Association or the Association Business Manager and addressed to the appropriate management level as designated in writing by the Employer. Each request will state specifically the purpose of the absence.
- E. State reports indicating the amount of dollars deducted and transferred to the Leave Bank shall have a presumption of being accurate.
- F. Business leave requests, which have an ACOA tracking number, will have a presumption of being authorized. The State shall not be held responsible in any discrepancy between the leave slip submitted by the member and ACOA.
- G. Requests for absences for Correctional Officers business shall not be unreasonably denied. Time paid as Business Leave shall be considered as time worked for the purpose of meeting the minimum required workweek.

#### **20.7 Injury Leave**

##### **A. Injury Leave Account.**

- 1. Employer Contribution. For the life of this Agreement, the Employer shall contribute eight dollars (\$8) per employee in pay status per month to the injury leave account.
- 2. At the end of the fiscal year, the injury leave account shall be audited by the Employer and the funds remaining in the account shall be carried forward to the next fiscal year. Upon completion of any audit, a copy shall be provided to the Association offices.

##### **B. Use of Injury Leave.** In a case where an employee suffers a qualifying workplace injury or illness, which is accepted by the Employer and paid under the provisions of the Workers' Compensation Act, the following plan shall apply:

- 1. Subject to availability of funds, an employee who is qualified to receive lost wage compensation under the provisions of the Workers' Compensation Act, or whose medical bills are being covered by Workers' Compensation for an injury or illness suffered in the line of duty shall be granted paid leave of absence up to a maximum of one thousand (1000) hours during the term of this Agreement. If the employee's absence from regularly scheduled work due to injury is more than one thousand (1000)

hours, payment for that absence shall be made solely as prescribed in the Workers' Compensation Act and personal leave provisions of this Agreement. The application and interpretation of the provisions of the Workers' Compensation Act are not subject to the grievance/arbitration provisions of this Agreement.

2. Time spent on Injury Leave shall not result in a reduction to the employee's personal leave balance.
3. A Superintendent or facility manager need not require a physician's statement in cases when an employee suffers a workplace injury which is the result of a qualifying injury and results in the employee's absence from regularly scheduled work for three (3) days or less.
4. Assignment to Work. A member on either Worker's Compensation or on Injury Leave may be assigned limited duty at the discretion of the Department providing such work does not adversely affect the injury or adversely impact the member's ability to obtain medical treatment.
- 5 Notice. The member shall provide to the member's superintendent documentation that the member's workers' compensation claim has been accepted. The superintendent will then initiate injury leave for the member, effective with the date that workers' compensation benefits began.

#### **20.8 Recruitment Incentive Leave**

Any member that recruits a candidate that successfully completes the Academy shall have twenty (20) hours of personal leave credited to their leave account. If this same candidate successfully completes their probationary period, the member shall have an additional twenty (20) hours of personal leave credited to their leave account.

In order to be eligible for the recruitment incentive leave, the member must adhere to the Department policy on recruitment.

### **ARTICLE 21 - WAGES**

#### **21.1 Wage Adjustments**

Effective July 1, 201~~200~~<sup>09</sup>, the wage scale in effect on July 1, 2008, shall increase by two ~~three~~ percent (23)% .

**Comment [c1]:** Should this be July 1, 2011?

Effective July 1, 201~~30~~<sup>30</sup>, the wage scale shall increase by two ~~three~~ percent (23)%.

Effective July 1, 201~~41~~<sup>41</sup>, the wage scale shall increase by two ~~three~~ percent

(23%).

### 21.2 Geographic Differential Pay

The following pay step differentials are an amendment to the basic pay plan provided in Section 1. All members working in these areas shall have the appropriate additional percentage added to their base rate of pay.

Work Facility Location	% Above Basic Pay
Bethel	<del>38.00</del> 50.00
Fairbanks	<del>6.00</del> 3.00
Juneau	5.00
Ketchikan	<del>13.00</del> 0.00
Nome	<del>34.00</del> 37.00
Seward	<del>10.00</del> 0.00

Effective July 1, 2012, in those locations where the geographic differential rates are reduced, the salary of current employees will be frozen for so long as they remain at the same job at the same duty station or until salary increases or changes in the Bargaining Unit Member's position result in the member receiving a higher salary than the frozen amount.

If the pay of an employee is reduced because of a demotion, the employee's geographic differential remains unchanged and continues as long as the employee remains at the same duty station.

If the pay of an employee is reduced by the reclassification of the position, the employee will continue to receive the same pay as long as the employee meets the standards set forth above.

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### 21.3 Spring Creek Correctional Center Duty Station Incentive Pay

Employees whose duty station is Spring Creek Correctional Center (SCCC) shall, upon the completion of one (1) consecutive year worked, be paid the equivalent of one (1) step above the earned step on the applicable salary schedule for all work performed at the SCCC.

Employees whose duty station is SCCC shall, upon the completion of two (2) consecutive years worked, be paid the equivalent of two (2) steps above the earned step on the applicable salary schedule for all work performed at the SCCC. Employees who have earned placement at the final step in the range shall receive the equivalent of the appropriate step increase established above.

Payment of the above incentives is to begin on the first day worked following the employee's attainment of the SCCC consecutive years worked prerequisite.

Employees who transfer from SCCC to another institution shall be returned to the

members' earned step on the applicable salary schedule. Employees who accept a promotion shall have the promotion calculated based on the step actually earned.

Employees who choose to work at an institution other than SCCC on regular time off will be paid at their earned step rather than the increased step established above.

#### **21.4 Education Incentive Premium Pay**

Members who possess or achieve a Bachelor's degree from an accredited institution of higher education shall receive a one time only step increase with proof of degree.

#### **21.5 FTO Instructor Pay**

A Bargaining Unit employee who is FTO-qualified shall receive a premium pay of 5% of regular wages for time in conducting scheduled training classes. The State shall pay the expenses reasonably incurred by a Correctional Officer in obtaining and maintaining certification as a FTO, when the officer is appointed and serves as an FTO.

#### **21.6 Pay Increments**

Performance incentives shall be granted to the employee effective on the employee's merit or pay increment anniversary date, unless a timely evaluation provides that the employee does not have an annual rating of "mid-acceptable or better."

Pay increments, computed at the rate of 3.75% of the employee's base salary, shall be provided after an employee has remained in the final steps within the given range 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 service."

~~Performance and service step increases shall be granted to the employee effective on the employee's merit or pay increment anniversary date, unless a timely evaluation provides that the employee does not have an annual rating of "acceptable or better."~~

#### **21.7 Shift Differentials**

- A. If the work starts between 12 noon and 7:59 p.m. the employee shall receive a 3.75 percent increase over their basic wage as established by this Article for all hours worked in each such shift.
- B. If the work starts between 8 p.m. and 5:59 a.m. the employee shall receive a 7.5 percent increase over their basic wage as established by

this Article for all hours so worked in each such shift.

**21.8 Hazard Pay**

From the effective date of this Agreement, all Bargaining Unit members who are required to work under dangerous conditions shall receive hazard pay of 7.5 percent in four (4) hour increments so worked.

Dangerous conditions shall be defined as working at heights more than twenty-five (25) feet above ground on towers, bridgework or antenna and handling explosives so designated by the Employer, transportation by and working under a helicopter, working from low-altitude, light fixed-wing aircraft (except pilots) and underwater diving.

**21.9 RDO Premium Pay**

A member who works on their Regular Days Off (RDOs) shall receive time and one-half (1 ½) premium pay for all hours worked on their RDOs regardless of the number of hours worked during their regularly scheduled workweek. The pay shall not pyramid when the member is otherwise eligible for overtime premium pay by other operation of law or contract.

**21.10 Prisoner Transportation Officer (PTO) Certification Expense Payment**

The State shall pay the expenses reasonably incurred by a correctional officer in obtaining and maintaining qualification as a PTO, when the officer is appointed and serves as a PTO.

**21.11 Commercial Drivers License (CDL) Certification Expense Payment**

When an officer is appointed and serves as a PTO and is assigned work that requires a CDL, the State shall pay the expenses reasonably incurred by a correctional officer in obtaining and maintaining the CDL.

**21.12 Hostage Situation Pay**

Incidents may occur where a lockdown situation of a facility is necessary and a Correctional Officer or Officers are held hostage. During the time the Officer(s) are in hostage status they shall be paid double their normal rate of pay.

**21.13 General Pay Administration**

A. Beginning Wage:

The minimum rate of pay in the assigned wage range for a class shall normally be paid upon initial appointment or hire. Any exception shall require the written approval of the Director of the Division of Personnel and Labor Relations prior to a Bargaining Unit member beginning employment in the class.

B. Rehired Employees:

1. If a current employee eligible for rehire is appointed to a class in which the employee previously held permanent or probationary status or to a parallel class with prior approval of the Director of the Division of Personnel and Labor Relations under Section 9.4 , the appointing authority may make the appointment at the same step in the wage range for the class that the employee occupied before separation provided that the rehire occurs within a period of two (2) years. If appointed above the beginning step of the range, the employee's merit anniversary date shall be the first (1<sup>st</sup>) day ~~of the pay period~~ following completion of one (1) year of service after rehire. An employee eligible for rehire may be appointed at a pay increment previously earned with a pay increment anniversary date the first day following completion of two (2) years of service after rehire.
2. If a person is rehired in a lower class in the same class series, the person may be appointed at any step up to the step in the range of the lower class of positions that best reflects the earned step based on creditable State service, ~~or at such higher step approved in advance of the first (1st) day of work by the Division of Personnel.~~

C. Promoted Employees:

1. An employee who has served one-half (1/2) or more of the time required to be considered for their next step increase, shall upon promotion to a position in a higher wage range in the Bargaining Unit, be placed at Step A of the higher range or such other step as will provide an increase of two (2) steps, whichever is greater.
2. An employee who has served less than one-half (1/2) of the time required to be considered for their next step increase, shall, upon promotion to a new position in a higher wage range in the next Bargaining Unit, be placed at Step A or such other step as will provide an increase of one (1) step, whichever is greater.
3. A promoted employee entering the new range at a pay longevity increment shall be treated as if that increment had been earned in the new range and granted further increments accordingly.

D. Acting in a Higher Range:

An employee who has received prior written delegation from his/her division director or designee to perform essentially all of the duties of a specific position in a higher pay range than the employee's own for a period of not less than twelve (12) hours shall, retroactive to the first (1st) day, be paid at the step of the higher range that would be appropriate in case of promotion. Upon commencement of duties in the Bargaining Unit member's regular position, the Bargaining Unit member will return to the normal rate of pay.

Employees will be informed of the likely length of a delegation of authority at the time it is offered. Delegation to act at the higher range shall not exceed sixty (60) calendar days unless extended in writing by the Director of Personnel and Labor Relations.

In an emergency, the prior written delegation may be waived; however, written delegation by the Division Director or designee must be received within three (3) working days of the commencement of the duties of the higher range.

It shall not be a violation of this Agreement, nor cause for disciplinary action, should an employee decline to accept a prior written delegation of authority.

E. Demotions:

1. Demotions for cause: An employee who is demoted pursuant to Section 9.5 A (Employment Status), shall enter the new range at no less than the step occupied in the higher range or such higher step as may be determined by the Director of the Division of Personnel and Labor Relations.
2. Voluntary Demotions: An employee who receives a voluntary demotion shall be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable State service, ~~or at such higher step as may be determined by the Director of the Division of Personnel.~~ An employee who receives a voluntary demotion except through reclassification will continue to receive wages, performance incentives and pay increments ~~longevity increases~~ received by other employees.

F. Reallocation of Position or Class:

1. An employee occupying a position which is assigned to a lower pay range or reallocated to a classification which carries a lower pay range and who continues in the same position shall be treated as follows:
  - a. If the employee's current wage is the same as any step in the new range, the employee shall enter the new range at that step.
  - b. If the employee's current wage falls within the lower range but between steps, the employee's wages shall remain frozen until the employee's next merit anniversary date which results in the award of performance incentive, at which time the employee shall be placed at the next higher step.

c. If the employee's current wage exceeds the maximum of the new range, it shall remain frozen until it is the same as any step or falls between steps which appear on the wage schedule at the lower range, whichever is earlier. Salaries, which are frozen, shall not be subject to any wage increase including contractually negotiated adjustments or cost-of-living adjustments to the wage schedule.

d. For purposes of subsection F.1 (a, b, and c), employees whose positions are subject to a reallocation from one (1) class to another may not be paid at a pay increment longevity step unless they have earned such step in the class occupied prior to the reallocation action or until such step is earned in the class to which the position is reallocated. Time served at Step F or a pay longevity increment of the higher range shall be counted as time served at Step F for a pay longevity increment of the lower range.

2. When a job class is moved from one (1) pay wage range to a higher pay wage range, the action is called a salary wage range change. The merit anniversary date and step placement of all employees subject to the action shall remain unchanged. Employees at a pay increment must serve two (2) years at the new range. The simultaneous allocation of some positions to other job classes does not affect the action on the remaining positions.

#### **21.14 Pay Procedures**

##### **A. Payday:**

Not later than November 1 of each year the State will publish a calendar of pay days for the following calendar year. Pay day will be the second Friday following completion of the pay period. All checks postmarked or deposited by pay day shall be considered timely.

##### **~~B. Mailed checks:~~**

~~All mailed checks shall be considered timely if postmarked three (3) days prior to the due date. If the Employer must stop payment and reissue a check, the check shall be considered timely if mailed or delivered within four (4) working days of the Employer receipt of an Employee Notice of Pay Problem form, in which case penalty pay shall not apply.~~

##### **BC. Alternate Receipt Location:**

Employees who are not at work by reason of being on leave or on travel status for a period anticipated to be five (5) working days or less following the payday shall be considered to have been paid timely if they receive their pay on their first (1st) day back to work after such payday. In such cases where anticipated leave or travel status exceeds five (5) days, it shall be the responsibility of the employee to make alternate pay arrangements prior to departure.

CD. Non Receipt of Check:

If the employee's pay is not deposited or the pay check is not postmarked by pay day. If the employee who elects to receive a paycheck at home does not receive the paycheck on payday or within twenty-four (24) hours of the close of business on payday, the member shall be entitled to penalty pay of forty dollars (\$40.00) for every day thereafter that the check is late, provided the employee files notice with the State within the next regular day of business on a State Employee Notice of Pay Problem formforms provided by the State. Failure to provide notice to the State within the specified time period will forfeit claim for penalty pay until such notice is given. Employees who have their checks mailed to their banks shall be entitled to penalty pay only from the date of written complaint to the State.

DE. Itemized Deductions:

The State shall itemize all deductions on paychecks so all employees can clearly determine the purpose for which amounts have been withheld.

EF. Pay Shortages:

Pay shortages shall be paid promptly after receipt and verification of the employee's complaint in accordance with this section and no later than fifteen (15) days after verification of a State Employee Notice of Pay Problem Form. written complaint submitted on forms provided by the State. If not paid within the prescribed period, the penalties set forth in Section 21.7 D shall apply for any verified pay shortage greater than one hundred dollars (\$100.00). Shortages of less than one hundred dollars (\$100.00) shall be paid on the next regular payday.

EG. Penalty pay for any single pay shortage shall not exceed four hundred dollars (\$400.00).

GH. Over Payments:

If an employee is overpaid, he/she will be provided with an accounting of the overpayment at least one (1) month prior to the State commencing repayment. Over payments of greater than one hundred dollars (\$100.00) but less than three hundred dollars (\$300.00) shall be recovered from the employee in two (2) monthly deductions from the employee's pay warrant.

Overpayments of three hundred dollars (\$300.00) or over shall be recovered in not less than three (3) monthly deductions and not more than six (6) monthly deductions from the employee's pay warrant.

Overpayments discovered after twelve months or later from the time the overpayment was made shall be forgiven by the Employer, unless the overpayment was the result of fraud, deception or member's negligence.

H. Termination Pay:

When an employee is terminated, his/her wages, less terminal leave and retirement contributions, become due immediately and shall be paid during business hours no later than the ~~third seventh~~ (3rd/7th) calendar day after termination; provided all Employer furnished equipment has been returned or accounted for.

If not paid within the prescribed period, the penalties set forth in Section 21.7 CD shall apply, except that if the employee voluntarily terminates without two (2) weeks prior notice, the penalties set forth in Section 21.7.CD shall not apply until after the following pay period.

All permanent employees shall be given two (2) weeks' notice or two (2) weeks pay prior to non-disciplinary termination.

**21.15 Biweekly Pay Schedule**

The parties agree to a bi-weekly pay cycle, based on an existing bi-weekly cycle for payroll processing. Leave accrual and any other conditions or benefits calculated based upon a semi-monthly pay cycle will be recalculated to ensure that the conditions or annual benefits are not reduced by conversion to a bi-weekly pay cycle.

**ARTICLE 22 - SHIFT ASSIGNMENT**

**22.1 Hours of Operation**

- A. Hours of operation shall be established by the Employer.
- B. The Employer will notify the Association prior to implementing any large scale change in the hours of operation.

**22.2 Shift Assignments**

- A. Shift assignments shall be made in accordance with the needs of the Employer.
- B. Neither permanent assignments nor temporary assignments shall be used as a means of disciplining employees. The parties acknowledge that the changes in assignment may be appropriate as part of a corrective or investigatory action.
- C. Except in emergencies or situations in which the employee agrees, shift assignment will not be changed without at least five (5) days notice; except that nothing in this Article precludes temporary reassignment of an employee because of illness, vacation, emergency, training, orientation, or similar causes.

D. When the Employer changes the shift assignment of an employee, the Employer, whenever feasible, will solicit volunteers from among the group of potentially affected employees and select the senior employee from among the qualified volunteers in the job class. If there are no qualified volunteers, the Employer shall select the least senior qualified employee. For purposes of this section, seniority is construed as Bargaining Unit seniority.

E. Training and education opportunities shall be considered a valid business need for involuntary shift assignments.

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### **22.3 Alternative Workweeks**

- A. A four (4) day workweek or other form of alternative workweek schedule may be established by written mutual agreement of the Employer and the Association, the terms of which schedules shall be set forth in Letters of Agreement.
- B. The Commissioner of Corrections or designee may approve flexible work hours.

### **22.4 Shift Exchanging**

- A. An employee may be permitted to exchange shifts with other employees in the same classification or level provided:
  - 1. The employee makes a written request to his/her shift supervisor(s) at least twenty-four (24) hours prior to the exchange;
  - 2. The shift supervisor(s) approves the exchange; and
  - 3. The employees exchanging shifts shall not be entitled to any additional compensation (e.g., overtime, holiday pay, shift differential) that they would not have otherwise received.
- B. Once approved, the shift exchange becomes a regular work assignment for the period of the exchange.
- C. Once approved, shift exchanges shall not be subject to further review, except to cover operational needs. If a shift exchange is denied, the shift supervisor denying the exchange shall state the reason for the denial on the written request.

### **22.5 Split Shifts**

The Employer agrees that employees will not be scheduled to work split shifts except in those instances where there is no reasonable alternative.

### **22.6 Temporary Duty Assignments**

- A. When the Employer changes the duty assignment of an employee from an

84-hour assignment to a 42-hour assignment, or vice versa, the Employer, whenever feasible, will solicit volunteers from among the group of potentially affected employees and select the senior employee from among the qualified volunteers in the job class. If there are no qualified volunteers, the Employer shall select the least senior qualified employee. For purposes of this section, seniority is construed as Bargaining Unit seniority.

- B. The Employer shall notify the Association when temporary duty assignments exceed sixty (60) days.

## **ARTICLE 23 - EQUIPMENT AND CLOTHING**

### **23.1 Equipment**

The Employer shall not require employees to furnish their own tools or work implements in order to perform State work.

### **23.2 Uniforms**

The Employer shall provide uniforms to all employees.

Item	Number of Items Issued
Shirts	3
Trousers	3
Ties	1
Utility Jacket	1
Hat	1

Effective no later than July 1, 2013, the employer shall make these available to each Officer by providing each Officer with vouchers that will be accepted by a capable supplier the Employer selects and contracts with to provide uniforms for its Officers. The contract terms must include the provision of patches and proper sizing of the uniforms.

At its sole discretion, the Employer may provide uniform and equipment items in addition to those provided for in 23.1 and 23.2, without a continuing obligation.

Nothing in this Section shall preclude the employee from restitution from the State for damage or repair costs, other than normal wear and tear, incurred during the performance of duties to non-departmental issue clothing.

## **ARTICLE 24 - SAFETY AND HEALTH**

#### **24.1 Safety Equipment**

It shall not be a violation of this Agreement nor grounds for discipline or dismissal, if a Bargaining Unit member refuses to work on an unsafe job, provided the job is found to be unsafe by the Alaska Department of Labor. Any safety equipment required by the Division of Labor Standards and Safety regulations to make a job safe shall be supplied by the Employer. The Employer shall abide by the Division of Labor Standards and Safety regulations. Disciplinary action shall not be taken under this section until the Department of Labor has made a finding on safety. If the Department of Labor finds the job to be safe and subsequent disciplinary action is taken, the Bargaining Unit member shall have recourse through the grievance-arbitration procedure.

#### **24.2 Monitored Health Program**

- A. The Employer agrees to inform Bargaining Unit members of identified hazards with which they may come into contact in accordance with the applicable regulations of the Alaska Department of Labor.
  
- B. The parties recognize that certain Bargaining Unit members may, in the regular performance of their duties, come in contact with pathogenic, carcinogenic and toxic substances or with infectious blood, airborne or body fluid borne diseases. When a qualifying member provides proof of having undergone an annual physical, the Employer will reimburse that member for actual, receipted out of pocket, expenditures up to two hundred dollars (\$200). No more than one (1) such reimbursement will be made in any twelve (12) month period.

#### **24.3 Labor-Management Committee on Safety and Health**

Within sixty (60) calendar days of the effective date of this Agreement, the parties agree to establish a statewide Safety and Health Committee subject to the provisions of the Agreement. The committee shall consist of not more than four (4) members representing the Employer and four (4) members representing the Association. A specific priority responsibility of the Committee shall be to make recommendations to the Commissioner of the Department of Corrections not later than ninety (90) calendar days after convening and a formal report within six (6) months. This does not preclude continuing discussions and further recommendations subsequent to the formal report. The Committee report must be given serious consideration by the Commissioner of the Department of Corrections prior to the implementation of any policy on this subject.

#### **24.4 Fitness for Duty Testing**

- A. When an employee holding permanent status as a CO II or CO III is required to submit to a physical or a psychological Fitness For Duty Evaluation (FFDE), for other than promotional reasons, the following shall apply:
  - 1. The employee shall be provided with notice of the FFDE. The notice shall include the letter to the healthcare provider arranging the evaluation and

materials to support the requirement of the evaluation, such as position descriptions and Employer observations.

2. The FFDE will be conducted at no charge to the employee. Upon request, the employee shall be provided with a complete report of the FFDE prior to any meeting with management personnel regarding the results of the examination.
3. The employee will be afforded an opportunity to meet with management personnel following the FFDE and prior to any administrative determination by the Employer regarding the employee's employment status. At the employee's request, Association Representation will be provided at any such meeting(s).

## **ARTICLE 25 - TRAVEL, PER DIEM AND MOVING**

### **25.1 Travel, Per Diem, Meal Allowances, and Moving Costs**

The Alaska Administrative Manual shall apply to all travel, per diem, meal allowances, and moving costs. Issues involving the correct application of the Alaska Administrative Manual are subject to the grievance and arbitration procedures contained in this Agreement.

### **25.2 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 immediate work station if the travel begins and ends during assigned business hours, or when the employee leaves and returns to his/her home if travel begins and ends outside assigned working hours. An employee is not in travel status for local travel and or "day trips."

### **25.3 Compensation for Prisoner Transportation Travel Time**

The following applies when an overnight stay is required during the course of a prisoner transport.

- A. During normal scheduled work hours on days off. If an employee is required to travel for the purpose of prisoner transport during his or her normal scheduled work hours but on his or her regular days off, those hours shall be considered as hours worked and counted towards hours eligible for overtime compensation.
- B. During hours other than normal scheduled work hours on days off. If an employee is required to travel for the purpose of prisoner transport at times other than normal scheduled work hours but on his or her regular day off, those hours shall be considered as hours worked and counted towards hours

eligible for overtime compensation.

- C. During normally scheduled work days. If an employee is required to travel for the purpose of prisoner transport on regularly scheduled work days, travel time shall be considered as time worked and shall be paid in accordance with other Articles of this Agreement.
- D. Time required to report for duty. Time required to report for duty for the purpose of prisoner transport is not considered travel time and shall not be considered as hours worked for purposes of compensation.
- E. When an employee is assigned to work away from their duty station, travel time, exceeding what the member would normally spend commuting to and from their permanently assigned duty station, shall be considered as time worked.

#### **25.4 Compensation for Non-PT Travel Time**

All employees will be reimbursed for mileage traveled from their residence to duty sites other than their assigned facility in excess of the mileage traveled in their normal commute from their residence to their assigned facility.

#### **25.5 Time Required to Report for Duty**

Consistent with the Fair Labor Standards Act, time required to report for duty is not considered travel time and shall not be considered time worked for purposes of compensation.

#### **25.6 Privately-Owned Conveyances**

Members are not obligated to use their privately-owned vehicles for State business. However, when the State directs members to use their own vehicles for State business, reimbursement shall be consistent with IRS regulations.

### **ARTICLE 26 - PROTECTION OF RIGHTS**

#### **26.1 Illegal Work**

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

#### **26.2 Stolen or Damaged Property**

- A. Bargaining Unit members shall not be responsible for stolen, lost or damaged property, except where there is cause to suspect negligence or deliberate act. This shall include the use of credit cards or any other method of credit. In cases of Bargaining Unit members who are continuing their employment, no deduction in pay shall be made without ten (10) working days notice. If the Bargaining Unit members dispute the matter through the grievance procedure as applicable within the ten (10) working days notice, no deduction will be

made until the dispute process has been completed.

- B. In cases of separating Bargaining Unit members, the Employer may withhold from the final paycheck the value of the lost or damaged property and may do so pending completion of the applicable dispute process.
- C. This section is not intended to preclude disciplinary action or provide for a time-frame for the action except as otherwise provided in this Agreement.

### **26.3 Accidents**

When an accident occurs, which in the Employer's assessment is chargeable to a Bargaining Unit member, the member shall be notified before any action is taken with respect to such chargeability. A Bargaining Unit member shall have recourse through the grievance procedure as applicable beginning with Step Two with the Commissioner of the Department of Corrections.

### **26.4 Association Activities**

Consistent with A.S. 23.40.080, employees may engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection. The Employer agrees that it will not in any manner, directly or indirectly, attempt to interfere between any of its employees and the Association; it will not in any manner restrain or attempt to restrain any employee from belonging to the Association or from taking an active part in Association affairs; and it will not discriminate against any employee because of Association membership or non-membership, or lawful Association activity.

## **ARTICLE 27 - EXAMINATION OF RECORDS**

### **27.1 Official Personnel Files**

A member shall have the right to examine his/her own personnel file or files and to make a reasonable number of copies of material contained in the personnel file or files. At the time any material is placed in the member's personnel file or files by the Employer, a copy shall be forwarded to the member unless the material originated from the member.

Anecdotal records are records not contained in the member's personnel file or files. The parties agree that anecdotal records may be kept in preparation for completing performance evaluations. The member will initial or be provided a copy of any anecdotal note at the time it is originated or as soon as practical thereafter. If the note is not initialed or provided to the member, it shall be considered meaningless. All such notes shall be given to the member at the time the subsequent performance evaluation report is completed.

### **27.2 Association Review**

An Association Official shall have the right to examine any member's personnel

file as a function of that person's role as exclusive representative of the member, provided that the member has granted authorization in accordance with A.S. 39.25.080. The Employer will make available original material, or copies of the original material, for examination by the Association Representative at the place where the personnel file is kept.

### **27.3 No Secret Files**

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

### **27.4 Confidential Information**

The Association agrees that all nonpublic personnel information (per AS 39.25.080) provided to it by the Employer shall be used only for purposes related to the execution of the Agreement; and that the Association shall be responsible for the protection and security of information provided. Confidential pre-hire information shall not be a part of the official personnel file.

### **27.5 Anonymous Material**

No unsigned or anonymous material shall be placed in a Correctional Officer's personnel or anecdotal file.

## **ARTICLE 28 - EDUCATIONAL ADVANCEMENT AND TRAINING**

### **A. Employee Initiated Requests**

1. Reimbursement for all or part of costs incurred for career improvement training or education may be obtained, provided that the training or education is job related, has prior written approval of the Employer, and the Employer determines that fiscal resources for training and education are available.
2. Career improvement training or educational opportunity approved by the Employer of less than ten (10) working days duration shall normally be at no loss of annual leave or pay. Courses extending more than ten (10) working days are subject to cooperative Employer-employee financial and leave arrangements, which may include the retention of accrued leave when approved by the Employer.
3. The Employer's prior written approval shall specify the reimbursement and leave terms and amounts.

### **B. In order to encourage Bargaining Unit members to seek additional education and/or specialized training, the Employer agrees that when operationally practical the Employer will continue to make necessary adjustments to the**

member's work schedule to permit attendance for educational pursuits.

- C. The Employer agrees that, when practicable, it will develop "in house" employee training and encourage on-the-job training and cross-training. Assignment of such training opportunities will be made as equitably as possible within fiscal and staff limitations.
- D. The Department will post the Training Academy schedule at each facility and office at which Correctional Officers are employed. The Department will endeavor to update the Academy schedule on a semi-annual basis. The Association will be furnished a copy of the schedule at the time of each posting. The Department will make available to Correctional Officers the process to apply for training, as well as the requirements and prerequisites for the classes the Officers are required to complete.
- E. The Department will determine the appropriate lengths of time for certifications for recurrent training classes, such as CPR and firearms qualifications, and publish that information. A copy of this material will be furnished to the Association. The Department is responsible for updating lesson plans and furnishing a copy to the appropriate personnel providing the training.

## **ARTICLE 29 - LEGAL INDEMNIFICATION**

### **29.1 General**

#### a. Definitions:

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

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

#### b. Claims against a member as a state employee:

In legal actions under AS 09.50.250 against a member, AS 09.50.253 provides for certification by the Attorney General and for the action to proceed exclusively against the state if the action arose from conduct within the scope of member's employment. A request for certification under AS 09.50.253 is made as provided in AS 09.50.253 and 9 AAC 33.010 and is not subject to the grievance arbitration procedure in Article 16 of this agreement.

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

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

### **29.2 Providing a Legal Defense**

Employer will provide a legal defense to a member named as a defendant or respondent in a legal action if member was acting within the scope of member's office or employment at the time of the incident out of which the action arose as follows: member shall have the right to counsel; however, the Employer shall have the right to determine which attorney will represent the member. If the member objects to the attorney provided by the Employer, the following process for selection of a defense attorney shall prevail: The Commissioner of the Department of Corrections and the Attorney General shall meet with the member and/or a representative of the Association in an effort to select an attorney who shall represent the member. The Attorney General shall make the final decisions; except, if in consultation with the member or his/her representative, the Attorney General determines that, due to an actual or potential conflict of interest, he/she or his/her representative cannot adequately defend both the State and the member, he/she shall select an attorney from outside the Attorney General's office to represent the member; such selection shall be subject to the approval of the member or his/her representative.

### **29.3 Indemnification**

A member charged in any civil action in the performance of his/her duties as required by the Employer shall not lose his/her position, pay or benefits.

Employer will indemnify a member for a judgment or legal obligation if the judgment or legal obligation arose from member's action within the scope of member's office or employment except as provided in 29.6.

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

### **29.4 Scope of Office or Employment**

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

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

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

### **29.5 Disputes**

Employer's decision to withhold a legal defense or indemnification is subject to review by complaint for breach of contract in the superior court of this state and is not subject to the grievance arbitration procedure in Article 10 of this agreement.

### **29.6 Punitive Damages**

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

### **29.7 Criminal Charges**

If a member is charged criminally for acts committed by him or her in the course of or discharge of their duties and in the scope of their employment, the member shall be entitled to reimbursement of reasonable costs and attorney's fees if the member is acquitted or the charges dropped, providing that such charges do not result from the willful commission of wrongful acts or gross negligence of the member. Disputes involving entitlements of a member to reimbursement or the amount of costs and fees to be borne by the Employer, relating to this section, shall be submitted to the grievance arbitration procedure.

## **ARTICLE 30 - CONCLUSION OF COLLECTIVE BARGAINING**

The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been with the knowledge or contemplation of either or both the parties at the time they negotiated and signed this Agreement.

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

## **ARTICLE 31 - SAVINGS AND SEPARABILITY**

### **31.1 Savings Clause**

#### **A. Violations**

If an Article or part of an Article of this Agreement should be decided by a court of competent jurisdiction or the Alaska Labor Relations Agency or by mutual agreement of the State and the Association to be in violation of any Federal, State, or local law, or if adherence to or enforcement of an Article or part of an Article should be restrained by a court of law, the remaining Articles of this Agreement shall not be affected.

#### **B. Replacement**

If a determination or decision is made that any part of this Agreement is in violation of Federal, State, or local law, the parties to this Agreement shall convene within fifteen (15) calendar days for the purpose of negotiating a satisfactory replacement.

#### **C. Federal Regulations**

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

## **ARTICLE 32 - SUPERSEDING EFFECT OF THIS AGREEMENT**

### **32.1 Superseding Effect of this Agreement**

If there is conflict between the terms of this Agreement and any Personnel Memoranda or rules of the merit system, the terms of this Agreement shall supersede those memoranda or rules in their application to the Bargaining Unit.

### **32.2 Supplemental Agreement**

This Agreement may be amended by supplemental agreements at any time during the life of this Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to and of the specific subjects it wishes to negotiate. Authorized State and Association representatives will sign supplemental agreements thus completed. Unless otherwise agreed to in writing by both parties, supplemental agreements shall remain in effect for the duration of the Agreement.

### **32.3 Conditions Not Specifically Covered**

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

## **ARTICLE 33 - LEGISLATIVE ACTION**

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

## **ARTICLE 34 - PRINTING OF THE AGREEMENT**

The parties agree that no later than thirty (30) days after the execution of this Agreement representatives of the Employer and the Association will meet and mutually agree on the finalized version of the Agreement.

The Employer shall reduce the Agreement to writing and will provide the Association with the completed document in Word format electronically (e-mail) within thirty (30) days of the agreed upon specifications. The Association will review the document for accuracy and notify the Employer of any discrepancies that may be found within thirty (30) days. After any discrepancies are resolved, the Association and the Employer shall each post the Agreement to their respective websites. Additionally, copies may be printed by either party as desired. The Employer is not responsible for distribution of the Agreement to the ACOA membership.

## **ARTICLE 35 - VERBAL OR WRITTEN AGREEMENT**

No member covered by this Agreement shall be asked or required to make any written or verbal agreement that may in any way conflict with this Agreement.

#### **ARTICLE 36 - AVAILABILITY OF PARTIES TO EACH OTHER**

The parties agree that representatives of the Association and the State shall meet at reasonable times for discussions of this Agreement, its interpretations, continuation, or modification. Both parties agree that an obligation to meet expeditiously and in good faith exists.

This provision is established for the purpose of facilitating two-way communications.

#### **ARTICLE 37 - DURATION OF THE AGREEMENT**

The Agreement will remain in full force and effect from July 1, 2012~~09~~ until June 30, 2015~~12~~.

Either party may give the other party written notice during the period September 1, 2014~~+~~ through September 30, 2014~~+~~, of its desire to negotiate a successor Agreement. The parties will schedule the first bargaining session to begin no later than November 15, 2014~~+~~. Prior to the first session, the Chief Spokesperson from each party shall meet to discuss ground rules to be utilized throughout the negotiation process.

~~The parties further agree that should the State enter into an Agreement with another labor organization that provides for an increase in another employee's wages in excess of that provided for in this Agreement, upon request of this Association, this Agreement will be promptly reopened for the sole purpose of negotiating economic issues.~~

For the Association:

For the State of Alaska:

\_\_\_\_\_  
Danny Golang  
Randy McLellan  
President

\_\_\_\_\_  
Annette Kreitzer  
Becky Hultberg  
Commissioner of Administration

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Brad Wilson  
Chief Spokesperson

\_\_\_\_\_  
Kate Sheehan  
Chief Spokesperson

Negotiators:

Negotiators:

James Lechrone  
Larry DeBoard  
Martin Crowley  
Randy McLellan

Amy RabeauDebbie Miller  
Bob HibpshmanCraig Turnbull  
Allison HanzawaMichael Barber  
Dana Phillips

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*Official Business*

# Alaska State Legislature

House of Representatives

Office of the Chief Clerk

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

February 14, 2013

## MEMORANDUM

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

FROM: Suzi Lowell, Chief Clerk

SUBJECT: Monetary Terms of Agreement between the State and ACOA

The attached Monetary Terms of Agreement between the State and the Alaska Correctional Officers Association (ACOA) was referred to the Finance Committee during floor session yesterday.

Attachment as noted:



*Official Business*

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***BASIS COPY***



*Official Business*

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***READING/JOURNAL COPY***



*Official Business*

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House of Representatives

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Juneau, AK 99801-1182  
Phone: (907) 465-3725  
Fax: (907) 465-5334

February 14, 2013

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FROM: Suzi Lowell, Chief Clerk

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Attachment as noted:

***SPEAKER COPY***



Official Business

# Alaska State Legislature

House of Representatives


Office of the Chief Clerk

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

January 17, 2013

## MEMORANDUM

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

FROM: Suzi Lowell, Chief Clerk 

SUBJECT: Monetary Terms of Agreement between the State and ACOA

The attached Monetary Terms of Agreement between the State and the Alaska Correctional Officers Association (ACOA) was referred to the Finance Committee during floor session yesterday.

Attachment as noted:



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

**Department of Administration**

BECKY HULTBERG, COMMISSIONER

10th Fl. State Office Building  
PO Box 110200  
Juneau, AK 99811-0200  
Main: 907.465.2200  
Fax: 907.465.2135  
[www.doa.alaska.gov](http://www.doa.alaska.gov)

December 19, 2012

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

Dear Speaker Chenault:

I am required by the Public Employment Relations Act (AS 23.40.070-260) to report the monetary terms of any agreement reached with an employee organization. By copy of my memorandum to Karen Rehfeld, Director of the Office of Management and Budget (enclosed), please accept my report of the monetary terms of the collective bargaining agreement reached, through interest arbitration, between the State and the Alaska Correctional Officers Association (ACOA). The monetary terms of this agreement must be submitted to the Legislature for approval pursuant to AS 23.40.215.

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

Sincerely,

Handwritten signature of Becky Hultberg in cursive script.  
Becky Hultberg

Enclosure

cc: Karen Rehfeld, Director of the Office of Management and Budget  
Heather Brakes, Legislative Director, Office of the Governor



# Memorandum

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

**Date:** December 19, 2012

**From:** Becky Hultberg *POH*  
Commissioner

**Phone:** 465-2200

**Subject:** Monetary terms of the July 1, 2012 to June 30, 2015 Collective Bargaining Agreement between the State and the Alaska Correctional Officers Association.

The Administration has concluded the negotiations process which included an interest arbitration opinion dated November 27, 2012 with the Alaska Correctional Officers Association. **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's health insurance contribution will increase by an amount of money not exceeding that necessary to maintain the Select Benefits Default/Economy Plan. This amounts to an increase of \$80.00 per month, per member.

Effective July 1, 2012, the wage schedule in effect on June 30, 2012 will increase by 2%.

Effective July 1, 2012, the wage schedule in effect on June 30, 2012 will be adjusted to reflect geographic differentials as set out below:

- Bethel 50% (increased by 12%)
- Fairbanks 3% (decreased by 3%)
- Juneau 5% (no change)
- Ketchikan 0% (decreased by 13%)
- Nome 37% (increased by 3%)
- Seward 0% (decreased by 10%)

### Future Legislative Sessions

Effective July 1, 2013, the Employer's health insurance contribution will increase by an amount of money not exceeding that necessary to maintain the Select Benefits Default/Economy Plan.