

**03/15/2013**

**MONETARY**

**TERMS :**

**CONFIDENTIAL**

**EMPLOYEES**

**ASSOCIATION**

<TARGET><BILL></BILL><SUBJECT>03-15-2013 MONETARY TERMS  
CONFIDENTIAL EMPLOYEES  
ASSOCIATION</SUBJECT><COMM>SFIN28</COMM></TARGET>

AS 23.40.215



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 *POA*

**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

ref 92 Jan 11/13

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                     |

*Don Pedropoff*  
*909 9th*  
*Union*

*Kate Shaker*  
*3/11/13*

ARTICLE 3  
CEA SECURITY

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*W. W. W.*  
*Kate Sheehan*  
*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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*u new*

*Kate Shaker*  
*3/11/13*

**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.~~

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**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 Shuman*  
*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 ~~75~~37.5 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 (7) 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.

**8.119 - 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.

*Ju*  
*W. Man*  
*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.~~

CB. The Employer agrees that during the life of this Agreement there shall be no lockout.

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.

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

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*Kate Newman  
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

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K. M. M.  
Kate Shubert  
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  
a year*  
*Kate Sheehan  
3/14/13*

**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.~~
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ARTICLE 22  
LEGAL TRUST

*of the*  
*W. W. W.*  
*State Treasurer*  
*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 proceeding as a result of the implementation of this Article.