

LEG. FINANCE - BILLS 1975 - 1976 444

HB 628 cont. 444

Rule 1 - Scope (Continued)

1.03 Any additions, deletions or changes which are negotiated during the life of this agreement shall be in the form of an amendment or addendum and shall become a part of this agreement. Interpretation or clarification of provisions of the agreement shall be set forth in memorandums of understanding.

Rule 2 - Recognition

2.01 The Employer recognizes the Union as the representative of all employees as classified herein, and as the sole collective bargaining agency for the purpose of acting for the employees in negotiating and interpreting this agreement and adjusting disputes.

Rule 3 - Preferential Hiring

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

3.02 The Employer may employ from any source he chooses, including the unions, but shall give preference to applicants who are residents of Alaska and/or who have been previously employed in the industry, provided such applicants have held themselves continually available for employment. The employer shall confer with the Union as to the availability of applicants before hiring.

Rule 4 - Rejection of Applicants

4.01 In manning vessels or in filling vacancies, the Employer may reject any applicant for a position whom he feels is unsatisfactory. If the Union feels that any rejection of an applicant who is a current employee of the Employer has been unjust and has worked a hardship on the employee involved, the Union shall have the right to review the case in behalf of the applicant.

4.02 Pre-employment physicals may be required.

Rule 5 - Union Membership

5.01 All employees covered by this Agreement shall, within thirty-one (31) days after employment with the Employer, be or become members of the Union and shall thereafter as a condition of employment tender the dues and initiation fees uniformly required as a condition of membership, and the Union agrees to accept all such employees for membership.

5.02 The Union may issue temporary work permit to non-members who may be employed, and consider and accept applications of such employees for membership, if the industry, in the judgment of the Union and Employer, can employ them with some degree of regularity.

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

Rule 6 - Discrimination

6.01 The Employer agrees not to discriminate against any employee for their activity in behalf of, or membership in, the Union.

6.02 The Employer and the Union agree that there will be no discrimination against any employee or applicant for employment because of race, creed, sex, color or national origin. This non-discriminatory policy will include but not be limited to the following: Employment, upgrading, demotion or transfer, lay-off or termination, rates of pay or forms of compensation, recruitment or recruitment advertising, and selection for training, including apprenticeship.

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

Rule 7 - Crew Requirements

7.01 The minimum crewing requirements for each vessel shall be in accordance with the Certificate of Inspection under which the vessel is licensed to operate and the certificates of all vessels covered by this Agreement are made a part hereof by reference.

7.02 The Employer grants the right to the Union to discuss crewing and crew space during planning and design stages before new vessels are acquired, constructed or existing vessels converted.

7.03 The Employer and the Union agree that every effort will be made to crew the vessels of the Employer with proper complement of personnel. A minimum roster will be prepared by the employer listing minimum crews. When any vessel is not manned with the complement of crew personnel as shown on the minimum roster; the wages of the missing crew member or members shall be divided equally among the employees of the same classification performing the work of the missing crew member or members. The Steward Departments crewing requirements fluctuate in direct relationship to traffic. If it is necessary that an employee must work on off duty hours due to the missing crew member or members, the employee shall be paid overtime for this work.

7.04 The parties to this agreement adopt the concept of mutual interest in operational changes resulting in changes in wages, hours and working conditions of employees. Therefore, there shall be established, a labor management committee comprised of representatives from both labor and management who will meet periodically for the purpose of discussing changes, making recommendations, conducting studies, reviewing contract requirements

Rule 7 - Crew Requirement (Continued)

and making recommendations as to changes mentioned above. The initial meeting will take place within thirty (30) days of the signing of this agreement at which time the committee will adopt rules, regulations and procedures for permanent operations. This procedure will be subject to review annually on the anniversary date of this contract.

Rule 8 - Health and Safety

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

8.02 Annual employee physicals may be required by the employer to be performed by a Doctor of the employers choice and at the expense of the employer.

8.03 The employer will provide advanced first aid training to selected vessel personnel in the interest of passenger safety.

8.04 There shall be safety meetings called by the master of the vessel, of the safety committee including the union delegate and a representative of each department for the purpose of reviewing safety practices and programs at least once each month.

8.05 It shall not be a violation of this agreement nor grounds for dismissal if an employee refused to work on an unsafe job provided the job is found to be unsafe by the Marine Inspection division of the U.S.C.G. Disciplinary action shall not be taken until the U.S.C.G. has made a finding on safety.

Rule 9 - Maintenance and Cure

9.01 When any member of a crew of a vessel is entitled to daily maintenance it shall be at the rate of twenty dollars (\$20.00) per day. The Employer recognizes the contractual right of the Union to intercede in cases of dispute.

9.02 Round trip transportation to hospital will be furnished by the Employer, but application for transportation must be approved in advance, except in case of emergency.

Rule 10 - Compensation for Loss of Effects

10.01 Crew personnel will be reimbursed in cash for the loss of personal effects, instruments and equipment resulting from shipwreck, stranding, sinking, burning and collision of the vessel in the amount not to exceed three hundred dollars (\$300.00). Each individual must provide the owner with an itemized list of the individual's losses, including replacement value. Any disputed items will be settled in accordance with the rule of this Agreement dealing with Settlement of Disputes.

Rule 11 - Cash Allowance for Subsistence and Quarters

11.01 When subsistence and/or quarters are not furnished, crew members shall receive remuneration per the following schedule. This provision shall not apply to the home terminal when crew members are not working or required to be aboard. In the event that per diem payments to State employees are increased during the life of this Agreement, the above sums for subsistence and quarters will be proportionately increased to match the State per diem figure on the same effective dates.

<u>House Election District No.</u>	<u>Per Diem Rate</u>
0*	\$40.00
1	40.00
4	40.00
8	40.00
2	41.00
3	41.00
7	41.00
5	43.00
9	43.00
10	43.00
11	43.00
16-S	44.00
6	45.00
12	49.00
13	49.00
18	49.00
14	51.00
19	51.00
15	52.00
16-N	52.00
17	52.00

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

*House Election District "0" denotes any place not in Alaska.

Rule 12 - Relief Terminal and Free Passage

12.01 Change ports shall be Juneau and Ketchikan. The designated change port which most satisfactorily meets the needs of the employee for any given position, who has seniority over the employee's opposite, shall be the crew change port for said position. If deadheading is involved, the less senior employee will be obligated to "deadhead", or travel at the employee's own expense, to be available at the designated change port to relieve when scheduled to do so. All regularly assigned crews shall utilize only designated change ports unless specifically exempted in writing by the employer. It shall be the employee's responsibility to relieve as scheduled. Twenty-four hours advance notice to the Juneau or Ketchikan central offices shall constitute sufficient notice to waive the responsibility for any disciplinary action. When employees are permanently transferred at the employers directions to work assignments in Southwest Alaska from a Home Port within the Southeast system (or visa versa) reimbursements for actual moving expenses incurred shall be in accordance with the State travel regulations.

12.02 Employees who reside at any port of call of the Employer's vessels other than at their designated change port may "deadhead" aboard said vessels. During such passage the employee may take meals in the crew mess without charge. Berths will be furnished free of charge whenever possible but the employer shall not be penalized when such berths are not available. "Deadhead" passes can be secured through the Juneau Central Office or through the Purser when necessary.

Rule 12 - Relief Terminal and Free Passage (Continued)

The employer shall not be liable for travel and/or other expenses incurred by an employee "deadheading" to the employee's designated change port by means other than vessels of the system. The employer agrees to eliminate deadheading whenever and wherever possible, if no additional costs such as early call back or minimum guarantee are involved and if it is mutually agreeable between the Union and the Employer.

12.03 Employees who reside in or near one of the regularly designated change ports and have regularly assigned positions but are temporarily assigned duties which involve crew changes or work assignment at other than their regularly assigned change port will be paid travel pay and expenses to and from the temporary change port as provided for in Rule 12.04.

12.04 Employees referred to in Rule 12.03 will receive travel pay at straight time pay for each twenty-four (24) hour period, or part thereof, involved in traveling to the temporary change port, with a minimum of eight (8) hours per trip with a maximum of twelve (12) hours in any twenty-four (24) hour period, regardless of mode of travel involved. Travel pay time begins at airline check in time at the employee's designated change port or the scheduled departure time of the employer's vessel when necessary or directed to travel by vessel and ends upon arrival at the change port if not possible to go direct to the vessel. If possible to go direct to the vessel, travel time ends upon arrival at the vessel. When it is necessary to await arrival of the vessel, I.B.U. Rule 11, Cash Allowance for Subsistence and Quarters will apply.

Rule 12 - Relief Terminal (Continued)

Claims for Subsistence and Quarters and transportation not covered by Travel Request shall be made on form 13-444, Report of Travel Performed per State Regulations. Travel time will apply towards minimum guarantee and shall be included in straight time hours in determining when overtime may commence. The combination of actual travel time and work time will be computed at no less than eight (8) straight time hours nor more than twelve (12) straight time hours.

12.05 When an employee is temporarily relieving a regularly assigned employee who is on leave, regardless of type of leave, the relieved employee's change port shall be the relief employee's change port. Should the relieving employee have seniority over the regular opposite employee, the change port may be changed with the written approval of the Employer. When the employer specifically directs the time for vacation at its convenience, necessary transportation to the home port will be provided when required.

12.06 Employees who are not regularly assigned to any given vessel or position and are working in the capacity of "relief" on an as needed basis may deadhead to the assigned change port for the employee they are relieving but will not be paid air transportation, travel expenses or travel pay. This applies to regular change ports. Employees assigned as additional crew for shipyard maintenance, repair and assignments between Southeast and Southwest systems at other than regular change ports shall be covered under the provisions of Rule 12.04.

Rule 13 - Visitation

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

Rule 14 - Settlement of Disputes

14.01 There shall be no strikes, lockouts, or stoppages of work during the term of this Agreement, it being the intent of the Employer and the Union that all disputes be settled in accordance with the provisions of this Agreement dealing with the settlement of disputes. It is understood that employees will not be required or expected to cross lawful picket lines which may be established by another union.

14.02 In the event of a controversy or dispute arising either out of the interpretation of this Agreement or because an employee considers himself unjustly treated, a conference shall be arranged immediately between the parties, each to appoint one (1) representative with full authority to settle such controversy or dispute.

14.03 In the event such representatives cannot agree within three (3) days the controversy or dispute shall be referred to a Board of Arbitration to be composed of three members: One member to be designated by the Commissioner of the Department of Public Works; one member to be designated by the Union, and the third member (not affiliated with the Union and not employed by the State of Alaska) be selected by the first two members. In the event that the first two members cannot agree on a third member within a period of five (5) days, then the Federal Mediation and Conciliation Service Panel shall designate a panel of five persons from which the third member shall be selected by the elimination of four persons by alternate challenges by each of the first two board members. The arbitrator shall not be empowered to rule contrary to, to amend, or add to, or to eliminate any of the provisions of this agreement. The award of the Board, which

Rule 14 - Settlement of Disputes (Continued)

shall be made within thirty (30) days, shall be final and conclusive and binding upon the Employer and the Union. The expense of the third Board member shall be borne equally by both parties.

14.04 Contract disputes arising on board ship or ashore which cannot be settled between the Union delegate and the employee and requires the intervention of a Union official and the employer must be in writing and submitted within 30 days from the date of the disputed action, with copies to the Union officials and the employer.

14.05 All disputes arising on board ship are to be referred to the IBU Ship Delegate. If the dispute or grievance cannot be settled on board ship a formal grievance shall be filed on the proper forms provided by the Union. In all cases the Ship Delegate will inform the immediate supervisor of the employee filing the grievance, the nature of the complaint, settlement expected. Should further action be required the Master is to be informed. All reasonable attempts to resolve the complaint aboard ship will be made. Master to be advised.

14.06 The Union reserves the right to take economic action at the termination of the contract if no agreement is reached.

Rule 15 - Working Conditions

15.01 Personnel shall perform all duties as assigned by their supervisors including duties previously designated as penalty work. The rates contained herein reflect compensation "in lieu of" penalty work (e.g., Engine Department 50¢ per hour, Deck Department 40¢ per hour, Steward and Purser Department 30¢ per hour which has been added to the rates). Where possible and practical, the employer will equalize the assignment of the former penalty work. This provision will be reviewed by the Union and the Employer at the conclusion of the first year of the contract.

15.02 Safe Work Practice

- (a) No lashing or unlashng of vehicles shall be done while the vessel is underway except for the safety of the vessel and its cargo.
- (b) All work inside the elevator or dumb-waiter shafts shall be assigned to at least two unlicensed personnel.
- (c) Oilers and wipers shall not work on ladders or staging when performing routine maintenance or sanitary work when the vessel is underway.
- (d) There shall be no painting, scraping, chipping or soogying from a ladder or scaffolding or any other contrivance needed which elevates the employee above the deck while the vessel is underway.
- (e) The Employer shall provide a safety net for all over the side painting when the vessel's at dock side.
- (f) No work shall be required to be performed on the ship's funnel or stack while main engines are in operation except in emergency.

Rule 15.02 Safe Work Practice (Continued)

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

15.03 No ship painting, scaling or preparation for painting will be performed on Sunday or holidays, or before 6:00 a.m. and after 6:00 p.m. on weekdays.

15.04 Watchmen and porters shall not be required to do such work or other duties that are normally assigned to able bodied seamen or ordinary seamen. O.S. porter on crew on seasonal basis may also be required to handle lines.

15.05 (a) Oilers and Junior Engineers may be required to perform normal wiper duties on the M/V LeCONTE without the payment of overtime.

(b) All other Junior Engineers or oilers shall not be required to paint or soogy.

(c) Oilers may not be required to perform any maintenance work while on watch.

15.06 (a) Any employee may be temporarily assigned from one position to another of the same or lower classification in the same department without additional pay, providing the employee's earnings are not reduced below that which would have been earned on the employee's regular assignment. This rule does not apply when temporarily assigned due to temporary layoffs such as occur when vessels go into shipyard status.

(b) Stewards assigned to accomplish work normally performed by positions paid at a higher rate of pay shall be paid at the higher scale for all hours worked. Steward department personnel assigned to work at a higher classification for one or more hours shall be compensated at the higher rate of pay for all such hours worked.

Rule 15 - Working Conditions (Continued)

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

15.08 Each crew shall have a designated union delegate to check overtime and any pay discrepancies and to handle local minor disputes. Ships' delegates will be provided a copy of any office directive pertaining to changes to work rules or conditions of employment.

15.09 A minimum of three (3) deck personnel shall be assigned to headline and a minimum of two (2) employees shall be assigned to the sternline and to the springline (a total of seven (7) deck personnel), both in tying up and letting go, except at Prince Rupert. Additional deck personnel will be used at the discretion of the master.

15.10 Taking ship's bunkers, fuel oil, lube oil, and fresh water shall be the duties of the junior engineer and wiper.

15.11 No stripping or waxing shall be required on Sundays or holidays, except when a vessel has a lay-over of sufficient length to permit such work. Any employees required to perform such work shall have another day of the week (or the next week if the work is performed on the last day of the week) when no such work shall be required of them.

15.12 During the peak meal hours one (1) additional employee shall be assigned when required to assist the crew waiter.

Rule 15 - Working Conditions (Continued)

15.13 Crew members called out for the tie-up-and-let-go shall assist with loading and unloading and lashing of vans as necessary, and may be used for other duties as required except for painting and soogying.

15.14 Only sanitary work shall be performed on Sundays and holidays and between the hours of 6:00 p.m. and 6:00 a.m.

Such work shall consist of the following:

Cleaning pilot house and pilot house windows;

Cleaning crew's passageways;

Cleaning crew's head and showers;

Cleaning stair wells;

Hosing down car deck;

Dumping refuse buckets;

Sweeping and mopping floor plates;

Cleaning up loose oil.

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

15.15 On going to Seattle for annual lay-up periods, crew members may arrange to trade with another crew member on another vessel providing no overtime or shortage pay shall be paid by the Employer for such trade and any such arrangement will be mutually agreed to in writing by the employees involved and the Employer. Reasonable advance notice shall be given those personnel affected.

Rule 15 - Working Conditions (Continued)

15.16 In the event pay checks are delayed, employees may be granted a Seaman's draw in an amount not to exceed 80% of the gross straight time wage due at the time of the draw.

Rule 16 - Shipyard and Terminal Work

16.01 When vessels are tied up and watches are broken such as at a shipyard or tie-up terminal, the regular crew members shall work a forty (40) hour work week. The change in work schedules from ship's watch time to shipyard or tie-up time shall occur at the nearest noon or midnight that the vessel leaves or enters service. During such periods, minimum guarantee as provided for in Rule 25 shall apply.

16.02 All time worked during a forty (40) hour work week assignment in excess of eight (8) hours per day or five (5) days of forty (40) hours a week shall be paid at the overtime rate of one and one-half (1 1/2) times the straight time rate of pay. In computing weekly hours, the ship's watch time on the 84 hour work week schedule and shipyard or tie-up time on the forty (40) hour week schedule shall not be combined. Upon leaving shipyard or tie-up status, overtime for sea time will commence after completion of the regular seven day (84) hour work week.

16.03 Any crew members assigned to vessels which are tied-up at shipyards or tie-up terminals who are working a forty (40) hour week performing repairs, maintenance work, maintaining heating, and maintaining ship's security over weekends may be assigned to work periods of five (5) consecutive days on duty and two (2) consecutive days off duty and will not receive overtime penalty pay as such for working Saturday or Sunday. If called back on their assigned days off, they will be paid at the overtime rate with a minimum of eight (8) hours. Assigned days off refer to the two (2) consecutive days off duty only.

Rule 16 - Shipyard and Terminal Work (Continued)

15.04 (a) On vessels with adequate or sufficient staterooms and numbers of crew quarters, all I.B.U. crew members assigned to vessel in shipyard or layup status will be assigned single occupancy quarters during the period.

(b) Crew members assigned to occupy passenger staterooms will, prior to moving back to assigned crew quarters, clean the stateroom used to the satisfaction of the chief mate, chief steward, and I.B.U. ship delegate.

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

(d) All revenue spaces are to be vacated promptly upon notification by management. This will normally be one week prior to returning the vessel to service.

16.05 No ship hull grinding, chipping or otherwise noise producing work will be accomplished after 8:00 p.m. and before 8:00 a.m. on weekdays or on Saturday or Sunday when crew members are quartered aboard ship. Sanitary system is to be in operation no later than 4:00 p.m. of the same day of drydocking.

16.06 Crew work weeks are to be rotated annually prior to vessels re-entering service after lay-up.

Rule 17 - Wage Schedule

17.01 Effective July 1, 1975:

Position	Monthly Rate	Bi-Weekly Rate	Str. Time Hrly. Rate	Overtime Rate
Chief Purser	\$2182.18	\$1007.16	\$11.99	\$17.99
Senior Assistant Purser	1781.78	822.36	9.79	14.69
*Junior Assistant Purser	1568.84	724.08	8.62	12.93
A-B-Bos'n	1799.98	830.76	9.89	14.84
Able Seaman	1741.74	803.88	9.57	14.36
Ordinary Seaman	1587.04	732.48	8.72	13.08
*Ordinary Seaman - Porter	1587.04	732.48	8.72	13.08
*Watchman - Porter	1587.04	732.48	8.72	13.08
Oiler	1759.94	812.28	9.67	14.51
*Wiper	1605.24	740.88	8.82	13.23
Junior Engineer	1818.18	839.16	9.99	14.99
Chief Steward	2182.18	1007.16	11.99	17.99
Second Steward	1781.78	822.36	9.79	14.69
Storekeeper	1687.14	778.68	9.27	13.91
Chief Cook	1852.76	855.12	10.18	15.27
Second Cook	1690.78	780.36	9.29	13.94
Assistant Second Cook	1568.84	724.08	8.62	12.93
Night Cook and Baker	1690.78	780.36	9.29	13.94
Steward Bartender	1568.84	724.08	8.62	12.93
Head Waiter	1570.66	724.92	8.63	12.95
*Waiter	1450.54	669.48	7.97	11.96
Mess Steward	155.92	719.04	8.56	12.84
Head Bedroom Steward	1568.84	724.08	8.62	12.93
Cashier	1557.92	719.04	8.56	12.84
*Steward	1541.54	711.48	8.47	12.71
*Cocktail Steward	1450.54	669.48	7.97	11.96
Chief Engineer - M/V CHILKAT				
Chief Cook - M/V CHILKAT	1794.52	828.24	9.86	14.79

* Above are entry level positions.

Rule 17 - Wage Schedule

17.02 Effective July 1, 1976:

Position	Monthly Rate	Bi-Weekly Rate	Str. Time Hrly. Rate	Overtime Rate
Chief Purser	\$2327.78	\$1074.36	\$12.79	\$19.19
Senior Assistant Purser	1927.38	889.56	10.59	15.89
*Junior Assistant Purser	1714.44	791.28	9.42	14.13
A-B-Bos'n	1945.58	897.96	10.69	16.04
Able Seaman	1887.34	871.08	10.37	15.56
Ordinary Seaman	1732.64	799.68	9.52	14.28
*Ordinary Seaman - Porter	1732.64	799.68	9.52	14.28
*Watchman - Porter	1732.64	799.68	9.52	14.28
Oiler	1905.54	879.48	10.47	15.71
*Wiper	1750.84	808.08	9.62	14.43
Junior Engineer	1963.78	906.36	10.79	16.19
Chief Steward	2027.78	1074.36	12.79	19.19
Second Steward	1927.38	889.56	10.59	15.89
Storekeeper	1832.74	845.88	10.07	15.11
Chief Cook	1998.36	922.32	10.98	16.47
Second Cook	1836.38	847.56	10.09	15.14
Assistant Second Cook	1714.44	791.28	9.42	14.13
Night Cook and Baker	1836.38	847.56	10.09	15.14
Steward Bartender	1714.44	791.28	9.42	14.13
Head Waiter	1716.26	792.12	9.43	14.15
*Waiter	1596.14	736.68	8.77	13.16
Mess Steward	1703.52	786.24	9.36	14.04
Head Bedroom Steward	1714.44	791.28	9.42	14.13
Cashier	1703.52	786.24	9.36	14.04
*Steward	1687.14	778.68	9.27	13.91
*Cocktail Steward	1596.14	736.68	8.77	13.16
Chief Engineer - M/V CHILKAT				
Chief Cook - M/V CHILKAT	1940.12	895.44	10.66	15.99

* Above are entry level positions.

17.03 In the event the increase in the consumer price index for Anchorage Alaska (1967 = 100) for the period July 1, 1975 through June 30, 1977 exceeds thirty-five (35) points, wage rates shall be further adjusted by the formula of \$.01 per hour for each 2/10 of a point increase to a maximum of fifty-five points. This adjustment shall be paid beginning July 1, 1977.

Rule 18 - Hours

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

18.02 Day Crew Members - Twelve Hours. Twelve (12) consecutive hours shall constitute a day's work, except stewards department employees who may work twelve (12) hours a day broken into any three (3) work shifts with a minimum break of two (2) hours between shifts. Days on duty and days off duty shall be the same as the watch standing crew members. A detailed weekly schedule of hours on duty and off of each twelve-hour employee in the stewards department shall be posted for the following week by the chief steward. The schedule shall be posted on the last day of the seven-day work week.

Rule 19 - Monthly Work

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

Rule 20 - Emergency Service

20.01 Emergency service such as collision, breakdown, standing to and rendering aid to another vessel or parties in distress shall not be considered overtime. The additional hourage shall be paid for only at the straight time rate. Any late arrival at crew change ports due to such emergency service is included and the straight time rate, to the extent of the emergency service rendered as indicated in the ship's log, shall be paid to those crewmen held over on duty. Breakdown shall be defined as rendering vessel dead in the water or loss of all main propulsion. Emergency service shall continue only until vessels are in safe moorage at a dock or at safe anchorage.

Rule 21 - Late Arrival

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

21.02 Personnel scheduled to be relieved at their change port will be paid overtime rate of pay for that portion of the Late Arrival period that they are on duty and straight time for that period that they are off duty with the following limitation.

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

(b) Non-watchstanders shall be paid on the basis of one-half the delay at straight time and one-half at overtime, unless proof of time actually worked is in excess of one-half the delay period. In that case, the overtime will apply to the time worked. When delay totals an odd number of hours, the odd hour will be regarded as overtime.

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

Rule 22 - Overtime

22.01 Overtime shall be time and one-half (1 1/2) times the straight time hourly rate. When a crew member is called back to work in advance of regular straight time and overtime is extended into straight time, or is required to work beyond normal straight time and straight time is extended into overtime, the minimum overtime payment shall be one hour. When crew members are released from duty having completed their regular watch and are called back to work and are released before their next watch commences, the minimum overtime payment shall be two (2) hours. Overtime payments in excess of the minimum provided for in this Agreement shall be computed in one-hour periods. When crew members are on overtime and are released from duty with less than one hour prior to going on watch at straight time, time shall run continuously. Off watch overtime shall commence when a crew member is called out, and the crew member shall be called at least thirty (30) minutes before work commences. When the deck crew is called out for mooring of the vessel, actual time crew is called shall be entered in the ship's log for use in compiling proper time sheet entries. Crews shall remain on call out status until released by the master after line stowage and secured for sea.

22.02 When a regularly assigned employee has worked a regularly assigned week (seven consecutive days) and is required to work during the employee's assigned week off (seven consecutive days), the employee shall be paid at the overtime rate of time and one-half (1 1/2) for the time worked, with a minimum of twelve (12) hours at overtime rate. This minimum does not apply when there is a schedule change or a change in change ports. In these cases,

Rule 22 - Overtime (Continued)

the employer will start the work week with the standard six hours
See exception in Rule 26.04). When an employee is assigned to a
permanent upgrade position, this rule shall not apply for the
first consecutive seven (7) day period.

22.03 The Employer agrees to make every effort to equalize
overtime earnings between employees.

Rule 23 - Vacations

23.01 Crew members who have completed one (1) year of continuous service shall be allowed eighty-four (84) hours off with pay.

Crew members who have completed two (2) years of continuous service shall be allowed one hundred sixty-eight (168) hours off with pay. Crew members who have completed three (3) years of service shall be allowed two hundred fifty-two (252) hours off with pay. Crew members who have completed four (4) years of continuous service shall be allowed three hundred thirty-six (336) hours off with pay. Crew members who have completed five (5) years of continuous service shall be allowed four hundred twenty (420) hours off with pay. Crew members who have completed seven (7) years of continuous service shall be allowed five hundred four (504) hours off with pay. Crew members who have completed ten (10) years of continuous service shall be allowed five hundred eighty-eight (588) hours off with pay.

23.02 During periods of lay-up of vessels crew members with greater amounts of vacation may be required by the Union to utilize this time in order to permit other members to remain employed.

23.03 No crew member shall lose any vacation benefit by reason of illness or mutually agreed leave of absence, and if any one of these occur, the crew member shall be paid for accumulated vacation benefits on a pro rata basis. The vacation shall be taken at a time that is mutually agreeable to the Employer and the crew member. Under no circumstances shall an employee accept pay in

Rule 23 - Vacation (Continued)

lieu of time off. In case of an employee terminating services at any time after the employee's initial twelve (12) month's employment, the employee shall receive whatever vacation the employee has accrued on the basis of one-twelfth (1/12) of the employee's full vacation for each month of employment.

23.04 Part time, or relief employees who have accumulated a total of 1600 straight time hours within any twelve (12) month period from date of original hire may apply for payment or credit of vacation benefits as follows: Seven (7) hours vacation credit will be earned for each 168 straight time hours so accumulated. Vacation in successive years shall be at the monthly rate for regular employees as stated in Rule 23.01. Vacation benefits awarded under this rule will not be construed as establishing seniority which is separately defined in Rule 26. However, total accumulation shall not exceed those of a regular employee.

23.05 Employees leaving on lengthy time off with pay shall have the option of receiving regular pay checks or a lump sum prior to going on leave with proper advance notice.

23.06 Vacations shall be given as scheduled following notification of the union vacation committee and the employer's representative working in unison to arrive at the individual's vacation dates. This program will provide vacation relief personnel who shall be paid at the rate of the highest rating the employee relieves. These relief personnel shall have a schedule and relieve for vacations throughout the year, and shall not be removed from their vacation

Rule 23 - Vacation (Continued)

relieving schedule unless ill. It is the intent of the vacation program to provide vacation relief for each year's accumulation of vacation. To provide the available work force, certain positions shall be designated "vacation relief". Employees assigned these positions may be required to work irregular assignments without the benefit of the scheduled week off. The 84 hours payperiod guarantee shall apply to these employees and overtime shall be computed each six months from the date of assignment. Time worked in excess of 1092 hours shall be paid as overtime. Daily overtime, penalty time, late arrival pay, holiday pay shall be paid as earned within the pay period. This provision will be subject to review on January 1, 1977.

Rule 24 - Holidays

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

24.02 All holidays shall be given off with pay to crew members scheduled to work and if required to work, an additional day's pay shall be granted at the O.T. rate.

24.03 All holidays will be paid at the 12 hour rate. Employees required to work on a holiday on their assigned day off will be paid at the overtime rate and in addition shall be granted one (1) additional day's pay at straight time. Assigned days off include the employee's scheduled week off while on sea watches and his scheduled two consecutive days off while at a shipyard or tie-up terminal as provided for in Rule 16.03, and vacation time. A holiday which occurs while employee is on sick leave and occurs within what would have been his normal work week shall be paid twelve (12) hours for the day at the straight time rate and such hours will not be changed to sick leave.

Rule 25 - Minimum Guarantee

25.01 All employees working regular assignments as part of the crews shall receive in wages not less than eighty-four (84) times the employee's basic straight time rate for each two week pay period. Holiday Premium Pay, Holiday Pay during the week off, overtime worked beyond the basic straight time day and the premium portion of overtime paid for early call back shall be paid in addition to the guarantee. The above shall not apply to crew members engaged as extras to relieve crew members for vacations, illnesses or leave of absence.

25.02 Minimum guarantee shall apply for periods wherein an employee has been on sick leave. Sick leave is to be considered in the same manner as time worked for calculating the minimum guarantee. Minimum guarantee is not to be used as a substitute for sick leave and will not be paid unless the employee has sufficient sick leave accrued to cover all hours that he would normally work were he not on sick leave. This is not to be construed as to apply to any other form of leave.

25.03 When a relief is dispatched and reports to a job, he shall be guaranteed a minimum of a full days pay.

Rule 26 - Seniority

26.01 The Company recognizes the principle of seniority in the administration of promotions, transfers, lay-offs and re-calls. In the application of seniority under this rule, if an employee has the necessary qualifications and the ability to perform in accordance with the job requirements, seniority shall prevail.

26.02 There shall be three (3) categories of seniority - job seniority, department seniority and company seniority.

(a) Job seniority is the length of service in a given job category.

(b) Department seniority is the length of service within any of the four shipboard departments - Deck, Engine, Steward and Pursers.

(c) Company seniority is the total length of service in the employ of the company in any classification covered by this agreement.

26.03 Seniority shall be computed beginning with the initial date of entry on the payroll and shall be cumulative utilizing the formula of one (1) point for each thirty (30) day period following initial hire in which the employee is compensated for a minimum of eighty-four (84) hours of pay. For seniority purposes one point shall equal one month.

(a) Job seniority is established by the completion of six (6) months of service on a given job category.

(b) Department seniority is established by the completion of six (6) months of service in a given department.

(c) Company seniority is established by the completion of six (6) months of service with the employer.

Rule 26 - Seniority (Continued)

26.04 In filling vacancies, first consideration will be given to the employee with the most department seniority in the department in which the vacancy occurs. When department seniority is equal, then company seniority shall prevail. Vacancies shall be posted on board each vessel and at terminals for a period of not less than thirty (30) days. Relief personnel may be assigned to fill vacancies during the posting period.

(a) Should a question arise as to whether or not the senior employee is qualified, and it cannot be resolved by agreement between the Union and the Company, the senior employee will be given a trial period on the job in question. Such trial period shall be no less than one (1) month nor more than six (6) months.

(b) In any assignment, employees shall have a six (6) month probationary period in the new position. If the employee does not prove to be qualified at any time within the six (6) month probationary period, the employee shall be returned to the former classification without loss of seniority.

(c) For the purposes of subsection (b) hereof, any time spent in a trial period shall be credited toward the six (6) month probationary period.

26.05 In the event an employee in one department requests transfer to an entry level vacancy in another department, company seniority shall prevail and seniority shall not be interrupted. The employee shall remain listed within the department in which seniority was established until such time as the employee completes the six (6) months required to establish seniority in the new department.

Rule 26 - Seniority (Continued)

26.05 In the event there is a reduction in the working force which results in reassignment, employees shall be reassigned on a job seniority basis in the reverse order of their prior assignment. Employees assigned in this manner shall receive the applicable pay rate for the position to which assigned. In the event employees do not have sufficient job or department seniority to retain a position above the entry levels, company seniority shall prevail in order to establish assignment in an entry level position. In reducing the work force the last employee hired shall be the first laid off. In exercising seniority job retention rights, optional transfer between vessels or terminals and travel time will not be considered as overtime and shall be computed at the straight time rate.

26.07 When employees are called back to service the last laid off shall be the first restored to work. Employees who have been laid off shall keep the employer informed of their whereabouts in order to remain available for reassignment.

26.08 Any employee who has established seniority and is selected to any full time office in the Union, or who is transferred to a position in management, shall continue to accrue seniority throughout either term or terms of office or the duration of employment with management.

26.09 Seniority shall be terminated by the following conditions:

- (a) Discharge for cause.
- (b) Continuous layoff of twelve (12) months duration.
- (c) Resignation.
- (d) Failure to return from leave of absence, vacation or seasonal

Rule 26 - Seniority (Continued)

layoff on agreed date, emergencies excepted, unless otherwise mutually agreed upon by both the Union and the Employer.

26.10 Employees may be granted leaves of absence up to six (6) continuous months in any year without the loss of seniority.

Retention of seniority during a longer leave of absence may be arranged for by agreement between the Employer and the Union. The six (6) months limitation shall not apply to disability cases or to schooling to upgrade in the Maritime Industry. All leaves of absence shall be with the mutual consent of the Employer and the Union. Time involved during each leave of absence shall not be accumulative in regards to total seniority time. Seniority credit held at time of leaving active service will remain static until return to active service. Therefore, leave of absence time shall not be used when computing continuous service for pass, vacation or sick leave benefits.

26.11 Seniority rosters shall be published semi-annually in September and March. A separate roster shall be maintained for each department showing the employee's total service within each separate department. An additional roster showing each employee's company seniority shall be included with the September roster.

In application of seniority the Union shall administer and decide any dispute. Disputes that arise involving the employer shall be processed through the disputes procedure under Rule 14. Grievances that involve only the Union shall be resolved through procedures set forth in the Union's Constitution and By-laws.

Rule 27 - Health and Welfare

27.01 The employer agrees to participate with other employers in contributing to the Northwest Marine Welfare Trust Fund, the purpose of which is to purchase group insurance to cover employees and their dependents. The benefits and administration of the Trust shall be as provided in the "Declaration of Trust" signed by the Employer. Effective February 1, 1974, contributions for each employee shall be at the rate of \$4.14 for each day for which the employee is compensated, up to a maximum of \$124.00 per bi-monthly period. Vacation time and accumulated time shall constitute compensation for the purposes of this rule. The maximum payment per bi-monthly period shall not limit contributions due on account of accumulated time or vacation time being paid in a lump sum, and such contributions shall conform with rules adopted by the Trust.

27.02 The Employer shall pay such higher amounts during the life of this Agreement as may be directed by the trustees of the Northwest Marine Welfare Trust Fund which are needed to maintain the schedule of benefits in effect on February 1, 1973.

Rule 28 - Pensions

28.01 The Employer agrees to contribute to the Northwest Marine Retirement Trust, the purpose of which is to provide pensions and annuities for the benefit of crew members of the Employer and for the benefit of the beneficiaries of the crew members. The benefits and administration of the Trust shall be established and maintained by the Board of Trustees in accordance with the provisions of the Trust agreement and plan signed by the parties of this Agreement. Employer contributions to this plan shall be made according to the following schedule:

Effective July 1, 1975, \$300.00 per bi-monthly period, or \$10.00 per 8-hour day, or \$15.00 per 12-hour day.

28.02 The maximum payment per bi-monthly period shall not limit contributions due on account of accumulated time or vacation time being paid in a lump sum, and such contributions shall conform with rules adopted by the trust.

28.03 The employer agrees to make additional contributions in accordance with negotiations to be held between the Union and the Northwest Towboat Association prior to February 1, 1976. Such contribution rate shall be effective on the same date adopted by the Northwest Towboat Association.

Rule 29 - Sick Leave

29.01 Each full time and relief crew member with a minimum of six (6) months service (to qualify relief employee's must accrue a minimum of 800 straight time hours) shall receive fifteen (15) hours of sick leave credit for each completed month of service. Sick leave credit is accumulative from the starting date of July 1, 1967.

29.02 Each crew member's sick leave credits are terminated on the same basis as seniority credits. Terminating crew members do not receive sick leave credit for the month in which they terminate unless they have worked at least eighty-four (84) hours in the month.

29.03 Sick leave may be claimed from the accumulated days of credit for any crew member for illness or injury which incapacitates the crew member to the extent that the employee is unable to perform assigned work.

29.04 All sick leave claims must be accompanied by a doctor's certification to support the claim, whether it be for only one (1) day or more. This verifying statement must be presented upon the crew member's return to work, or the absence will be regarded as unauthorized and unexcusable and subject to disciplinary action. The Doctor's Certification is to cover the period from the date that the employee became incapacitated until the date that the employee become fit for duty, disregarding the employees scheduled crew change date. Sick leave can be claimed for funeral attendance of deaths in the immediate family to the maximum of one weeks pay, eighty-four (84) hours. Immediate family is defined as father, mother, husband, wife, sons, daughters, brothers, sisters, grandchildren, father-in-law, and mother-in-law.

Rule 29 - Sick Leave (Continued)

29.05 Sick leave may be claimed in lieu of "maintenance and cure" payments for all or part of an absence due to job-connected illness or injury, but both cannot be paid for at the same time as a duplication. When an employee exhausts all accrued sick leave, the employee may then submit, in writing, a claim for maintenance and cure payments.

29.06 Accumulated unused sick leave will be paid to the beneficiary when death occurs prior to retirement.

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

Rule 30 - Standard Dress

30.01 All of the unlicensed deck personnel will be required to wear standard dress while on duty. Standard dress will consist of gray shirts and trousers of "wash and wear" or similar type, gray jacket as required during the various season, either a black bow tie or black regular tie and a regulation steamboat cap having a white top or blue baseball cap displaying Alaska State Ferries insignia. Tie may be dispensed with while involved with work on deck.

30.02 All of the unlicensed engine room personnel will be required to wear a suitable and standardized gray boiler suit while on watch with the following exception: The Junior Engineer will be required to wear a white boiler suit while working in any passenger or galley spaces. The individual shall also provide and wear either the regulation steamboat cap or baseball type cap with Alaska State Ferries insignia to be worn while in public spaces aboard.

30.03 Employees in the stewards department will provide themselves with such reasonable standardization of dress as required by the Port Steward, i.e. waiters to wear dark trousers and white shirts.

30.04 Employees are to be neat and well groomed, their standard dress uniforms clean and worn at all times while on duty. In view of the above requirement, the Employer will pay a laundry allowance of eight dollars (\$8.00) per work week or two hundred eight dollars (\$208.00) per year paid semi-annually in June and December in arrears. Pursers, Senior Assistant Pursers, Jr. Assistant Pursers, Chief Stewards and Second Stewards and/or other positions when required to wear the standard navy blue uniforms with international recognized insignia will be paid a

Rule 30 - Standard Dress (Continued)

three hundred twelve dollar (\$312.00) annual uniform allowance, \$12.00 per pay period. There shall be no deductions during periods of vacation, sick leave or accumulated time off.

30.05 Laundry or uniform allowances to be paid only if the required items are worn as stated. Union delegates shall assist in demanding such compliance. Recipients may be required to sign time sheet or other form attesting to their eligibility to receive payment.

30.06 The employer will provide such safety items and apparel as required for the safe performance of the job. Such items shall include where necessary hard hats, safety goggles, ear protection devices and welders apparel.

Rule 31 - Restrictions

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

Rule 32 - Free Passage

32.01 Employees having completed two years of total seniority as per Rule 26.01 will be issued an annual pass authorizing free transportation for the employee, the employee's dependents, and the employee's personal vehicle only. Other Employees may apply for the same privileges on a trip pass basis. Free passage shall always be on a space available basis.

32.02 An employee's vehicle shall not travel on a pass while the employee is on duty unless specific permission has been obtained from Juneau headquarters office. Free passage will always be on a space available basis.

32.03 Employees and/or their dependents traveling on passes will pay for all meals consumed, and for berths if used at the prevailing prices paid by fare paying passengers. Meals will be taken in public dining areas and not in the crew mess.

32.04 Employees who retire from the system under provisions of the Northwest Marine Retirement Trust shall receive an annual pass for themselves, their spouse, dependents under 18 years of age and for their personal vehicle.

32.05 Personal Automobile: An employee's personal automobile is defined as: An automobile used as a daily or personal conveyance by the employee and having a registered gross vehicle weight of 7,200 lbs. or less. The automobile must be registered in the employee's name or an affidavit signed to the effect it will be registered in the employee's name upon arrival in Alaska and that the automobile is for the employee's personal use and not intended for resale within a period of one year. Only one personal automobile may be listed on Annual Pass. If an employee has more than one personal

Rule 32 - Free Passage (Continued)

automobile permission may be obtained from the Division's main office to transport the second automobile by use of an approved - trip pass. To have a personal automobile shown on an annual pass it must be registered and licensed by the State of Alaska in accordance with State statutes.

Rule 33 - Management Clause & Union Rights

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

33.02 The employer shall not attempt in any manner to interfere or become otherwise involved in the internal affairs of the Union. The Employer shall not engage in any practice that is directed toward removal of employees from the bargaining unit presently represented by the Union. The Employer further agrees that it will not adopt policies effecting employees that is in conflict with the Unions Constitution and Alaska Region By-laws.

Rule 34 - Discipline

34.01 It is recognized the employer has the right and duty to institute disciplinary actions against any employee who has committed an infraction of the employers policies, rules or regulations. Such disciplinary action is to be administered fairly and be commensurate with the offense committed by the employee.

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

34.03 Ships Union delegate shall be present in any shipboard grievance proceeding where disciplinary action against an employee covered under this agreement is under consideration.

Rule 35 - Conditions Not Specifically Covered

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

Rule 36 - Saving and Separability

36.01 If any Rule of this Agreement or any addendums thereto should be held invalid by operation of law or by any tribunal or body of competent jurisdiction, or if compliance with or enforcement of any Rule should be restrained by such body or tribunal, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a replacement of such Rule and Rule 14.01 herein shall not be applicable.

Rule 37 Term of Agreement

37.01 This Agreement shall be in effect as of July 1, 1975, except as otherwise provided, and shall remain in effect through June 30, 1977, and shall be considered as renewed from year to year thereafter between the parties unless either party gives written notice to the other of its desires to amend or terminate same. Such notice shall be given at least ninety (90) days prior to August 1, 1976, or any calendar year thereafter. Negotiations shall be undertaken during August and September and be completed by October 1.

37.02 In the event of notice of desire to amend this Agreement and parties have not reached an agreement prior to the expiration of ninety (90) days, either party may request the Board of Arbitration to resolve the remaining proposed amendments and disputes. The Board, under this section, shall confine itself to the issue submitted and its award shall be final and binding upon the parties. If neither party makes such request within ten (10) days following expiration of the ninety (90) day period, the Agreement shall continue in effect, modified only by such amendments as have been agreed upon, until the next anniversary date, subject to termination or amendment thereafter as hereinabove provided.

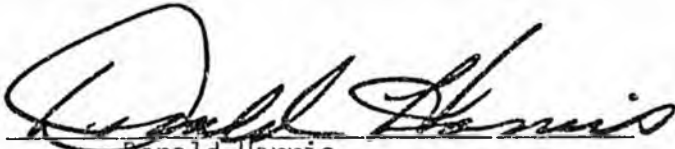
37.03 Provided, however, that in the event of the declaration of a national emergency, either party may open the Agreement for a review of monthly wages by submitting a ninety (90) day notice, in writing upon the other party. If such notice is filed and agreement between the parties is not reached within ninety (90)

Rule 37 - Term of Agreement (Continued)

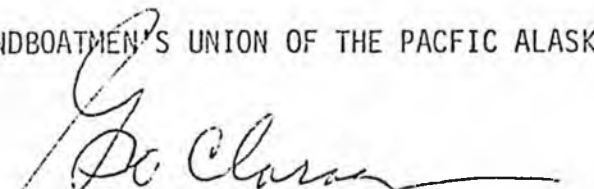
days, either party may request the Board of Arbitration to resolve the wage issue and its award shall be final and binding upon the parties. The effective date of the award of the Board of Arbitration shall be the date that notice was served upon either party.

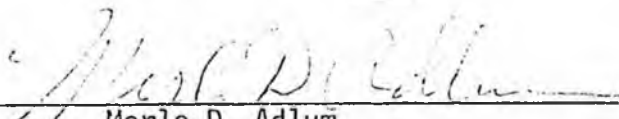
IN WITNESS WHEREOF, parties hereto have duly caused this Agreement to be executed this 7th day of Oct 1975.

STATE OF ALASKA DEPARTMENT OF PUBLIC WORKS

By 
Donald Harris
Commissioner

INLANDBOATMEN'S UNION OF THE PACIFIC ALASKA REGION

By 
G. S. O'Claray
Vice President

By 
Merle D. Adlum
President

attachment to HB 628
1. 23-76

AGREEMENT

between
the

STATE OF ALASKA

and

ALASKA PUBLIC EMPLOYEES ASSOCIATION

covering

SUPERVISORY UNIT EMPLOYEES

1974 - 1975

ARTICLE	TITLE	PAGE
I	DEFINITION OF TERMS.....	1
II	RECOGNITION	3
III	PURPOSE.....	4
IV	MERIT PRINCIPLES	5
V	NON-DISCRIMINATION	5
VI	MANAGEMENT RIGHTS	5
VII	APEA RESPONSIBILITY	6
VIII	APEA SECURITY	6
IX	PROTECTION OF RIGHTS	8
X	COMPLAINT AND GRIEVANCE PROCEDURE	9
XI	REPRESENTATIVES	11
XII	EXAMINATION OF RECORDS	11
XIII	CONCLUSION OF COLLECTIVE BARGAINING	12
XIV	AVAILABILITY OF PARTIES TO EACH OTHER	12
XV	SAVING CLAUSE	12
XVI	DURATION OF AGREEMENT	13
XVII	NO STRIKE OR LOCKOUT	13
XVIII	SUPERSEDING EFFECT OF THIS AGREEMENT	14
XIX	CONDITIONS	14
XX	PARKING	15
XXI	TRANSFERS, PROMOTIONS AND DEMOTIONS	15
XXII	TIME OFF TO VOTE	18
XXIII	CLASSIFICATION AND WAGES	18
XXIV	TRAVEL AND PER DIEM	22
XXV	INSURANCE	24
XXVI	SAFETY EQUIPMENT	25
XXVII	DISCHARGE, SUSPENSION AND DEMOTION	25
XXVIII	SUPERVISORY RESPONSIBILITIES	25
XXIX	OVERTIME, RECALL AND STANDBY	26
XXX	LEGAL ASSISTANCE	27
XXXI	HOLIDAYS	28
XXXII	LEAVE OF ABSENCE	29
	(ANNUAL LEAVE).....	31
XXXIII	JOINT SUPPORT OF LEGISLATION.....	31
XXXIV	PRINTING OF AGREEMENT.....	32

ARTICLE I

DEFINITION OF TERMS

Section 1 - Tense, Number and Gender.

As used in this Agreement:

(a) Words in the present tense, include the past and future tenses, and words in the future tense include the present tense.

(b) Words in the singular number include the plural, and words in the plural number include the singular.

(c) Words of the masculine gender include the feminine and the neuter and when the sense so indicates, words of the neuter gender may refer to any gender.

Section 2 - Definitions.

(a) "Bargaining Unit" in this Agreement means the Supervisory Bargaining Unit.

(b) "Dependent" in this Agreement with respect to the Health Insurance is limited to

- (1) the employee's wife or husband, as the case may be, and
- (2) the employee's own children and legally adopted children, stepchildren, foster children and other children wholly dependent upon the employee for support and residing with the employee in a regular parent-child relationship who are unmarried, under 23 years of age and residing in the United States of America (including Puerto Rico) or Canada.

However, a dependent child who attains his 23rd birthday shall continue to be included within the term "dependent" with respect to medical benefits if proof is furnished to the insurance carrier within 30 days after his birthday that on his birthday the child is incapable of self-sustaining employment by reason of mental retardation or physical handicap and that the child became so incapable prior to his attainment of age 23 and that the child is chiefly dependent upon the employee for support and maintenance. The coverage as to such child will be continued while in incapacity continues and while the employee's coverage with respect to his dependents remains in force, provided the child meets all the requirements of the definition of "dependent" except age. The insurance carrier has the right to require proof of the continuance of the incapacity of the child from time to time while this Agreement remains in force.

ARTICLE XXXIV

PRINTING OF AGREEMENT

The Employer agrees to print and distribute copies of this Agreement at its own expense. Each employee of the Supervisory Unit shall receive one (1) copy and APEA headquarters shall receive two hundred (200) copies. Copies shall be distributed within forty-five (45) days of the date of signing.

* * * * *

Signed this 13 day of DECEMBER, 1974, at Juneau, Alaska.

For the State of Alaska

[Signature]

For Alaska Public Employees Association

Robert E. Stecher

Robert R. [Signature]

Carl Mathison

(c) "Employee" in this Agreement means a person in the state service who is paid a salary or wage and holds probationary, permanent or provisional status working in a position that has been designated by the State Labor Relations Agency as a Supervisory Unit classification.

(d) "Holiday" in this Agreement means:

- (1) The first of January, known as New Year's Day
- (2) The 12th of February, known as Lincoln's Birthday
- (3) The third Monday in February, known as Washington's Birthday
- (4) The last Monday in March, known as Seward's Day
- (5) The last Monday in May, known as Memorial Day
- (6) The Fourth of July, known as Independence Day
- (7) The first Monday in September, known as Labor Day
- (8) The 18th of October, known as Alaska Day
- (9) The 11th of November, known as Veterans' Day
- (10) The fourth Thursday in November, known as Thanksgiving Day
- (11) The 25th of December, known as Christmas Day
- (12) Every day designated by public proclamation by the President of the United States or the Governor of the State as a legal holiday.

(e) "Personnel file" in this Agreement means all those documents, reports, written or otherwise recorded evaluations of a person's performance while performing duties on behalf of the Employer.

(f) "Temporary" in this Agreement means a person in the state service who is paid a salary or wage and holds temporary status working in a position that has been designated by the State Labor Relations Agency as a Supervisory Unit classification.

(g) "Travel Status": Employees shall be considered in travel status from the time an authorized trip begins until it ends. For purposes of interpretation, travel status will begin and

their levels and capabilities. The Employer shall recognize his responsibilities to professional employees for maintenance and developments within their areas of expertise or job orientation through employer-sponsored educational opportunities.

Section 9 - Annual Leave.

The provisions of AS 39.20.240 shall continue in effect excepting that the limitation as to maximum amount of annual leave which may be carried forward for use in succeeding years is removed.

ARTICLE XXXIII

JOINT SUPPORT OF LEGISLATION

Section 1 - Unemployment Insurance.

The Employer and APEA agree to mutually support legislation as submitted and approved by the Administration.

Section 2 -

The parties agree to support a request for funding of a cost-of-living survey to be conducted during the life of this Agreement. Further, any other studies authorized by this Agreement will receive mutual support for Legislative funding where necessary.

An employee of the state who is a member of a reserve component of the United States Armed Forces is entitled to a leave of absence without loss of pay, time or performance rating on all days during which he is ordered to training duty with troops or at field exercises or for training as distinguished from active duty. The leave of absence may not exceed sixteen and one-half (16 1/2) working days in any calendar period beginning January 16 and ending January 15.

Section 5 - Absence and Payment for Jury Duty and Witnesses.

An employee who is called for jury duty or who is subpoenaed to appear in court in Alaska as a witness will be compensated by the Employer for the difference between payment received for such compulsory jury duty or court appearance and the payment he would have received for the straight-time hours he was thereby required to lose from his regular work schedule but not to exceed five (5) seven and one-half (7 1/2) hour days per week, computed at his established wage rate. Continuous-service credit and benefits will accumulate during such leaves.

Section 6 - Maternity Leave.

Immediately preceding and following childbirth, an employee is entitled to take a total of nine (9) weeks' leave. This leave will be charged first to sick leave and if this is insufficient, to annual leave, then to leave without pay for the balance of the period of nine (9) weeks.

Upon application and under extenuating circumstances, additional leave may be granted by the appointing authority. A physician's certificate shall be required to support the additional leave request. Where a maternity leave of absence is taken in accordance with the provisions of this section, the employee shall accumulate service credit and seniority during such leave of absence.

Section 7 - Administrative Leave.

Administrative leave shall be granted for no more than three (3) state employee members of the negotiating committee for a reasonable time necessary for the conduct of contract negotiations.

Section 8 - Educational Advancement.

The Employer, under this Agreement shall recognize the respective professional disciplines that exist within this employee unit and their desire to keep current in their fields as well as furthering

and when the employee leaves and returns to his immediate work station if travel begins and ends during assigned working hours, or when the employee leaves and returns to his home if travel begins and ends outside assigned working hours.

(h) "Personal Effects": When an employee transfers from one duty station to another at the request of the Employer, movement of personal effects shall be governed by existing State Administrative Regulations. However, where extenuating circumstances exist the commissioner of the employing department may approve movement of personal effects, including automobile, in excess of the weight limits set forth in State regulations.

(i) "Just Cause": Just cause means, but is not limited to, incompetence, unsatisfactory performance of duties, unexcused absenteeism, drunkenness, dishonesty and gross disobedience.

(j) "Work Week" in this Agreement with respect to overtime shall consist of 37 1/2 hours in pay status from Sunday midnight to the following Sunday midnight. Actual attendance on duty required by the Employer in addition to the above-described "work week" shall be considered overtime hours.

ARTICLE II

RECOGNITION

Section 1 - General recognition.

The State of Alaska, hereinafter referred to as the Employer, recognizes the Alaska Public Employees Association, hereinafter referred to as APEA, as the exclusive representative of all permanent, probationary, provisional and temporary employees in the Supervisory Unit for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment. The Employer shall have the right to determine whether any classifications established subsequent to the effective date of this Agreement are to be included or excluded from the bargaining unit, provided that APEA shall have the right to submit any recommendations concerning the placement of such classifications. If a dispute arises as to inclusion or exclusion of such classes, the matter will be submitted to the State Labor Relations Agency for decision. The words "employee" and "employees" as used in this Agreement shall mean only employees serving in the Supervisory Unit except temporaries, provided that temporaries, while not defined as employees under this Agreement, are nevertheless members of the Supervisory Unit.

Section 2 - Representation of temporaries recognized.

It is recognized that the need exists to hire temporaries in positions similar in duties and requirements to permanent positions in the bargaining unit. The Employer and APEA now agree that all determinations concerning the terms and conditions of temporary employment shall be made independently by the Employer, except as provided for in this Article or as specifically provided for in subsequent Articles.

(a) All temporaries shall meet the minimum qualifications as required of individuals seeking permanent employment in the class into which they are to be hired.

(b) Temporary employment of an individual shall not normally exceed six consecutive months in any 12-month period.

(c) If the Employer feels it is necessary to continue a temporary, one extension for a period of three additional months may be granted by the Director of Personnel provided he furnishes notification to APEA at the time approval is granted.

It is agreed and understood that with regard to Article II, Section 2 (c) only (Representation of temporaries recognized), the term "Employer" shall be defined as that department for which a temporary employee is working, rather than the entire government of the State of Alaska as defined in Article II, Section 1 (General recognition).

(d) An individual hired into a class covered by this Agreement as a temporary must perform the work of that class and may not be paid less than the entry step of the range assigned to the class in which he is to work.

ARTICLE III

PURPOSE

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

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

ARTICLE XXXII

LEAVE OF ABSENCE

Section 1 - Extended Absence for Disability, Illness or Injury.

Upon application, a probationary or permanent employee who has exhausted his accrued leave may be granted a leave of absence without pay by an appointing authority for disability due to illness or injury. Such leave shall be limited to one (1) month for each full month of service to a maximum of twelve (12) months. The appointing authority may periodically require that the employee provide a certificate from the attending physician or from a designated physician. If the certificate does not clearly show sufficient disability to preclude the employee from performing his duties or the employee does not provide the required certificate, the appointing authority may cancel the leave and require the employee to report to duty on a specified date.

Upon returning to work, the employee shall receive retroactive service credit towards retirement.

Section 2 - Other Approved Absence.

Upon application and approval of the appointing authority, a permanent employee may be granted leave of absence without pay. Such leave shall not exceed twelve (12) continuous months. Continuous-service credit shall not accrue during the period of leave.

Section 3 - Exempt and Partially Exempt Appointments.

Upon application and approval of the appointing authority, a permanent employee may be granted leave of absence without pay for purposes of accepting an exempt or partially-exempt position.

Section 4 - Non-war Military Duty Absence and Payment.

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

If the Employer determines that the employee was acting in good faith and with reasonable care and diligence, the Employer agrees to compensate the employee at his normal rate of pay including per diem, without loss of any benefits or seniority to the employee. The Employer also agrees to pay any judgment rendered against the employee if the Employer has provided legal services to the employee pursuant to this Article.

The Employer may undertake the defense of an employee pursuant to this Article with reservation. If the Employer has provided legal services under reservation, the obligation to pay a judgment against the employee is not operative until a final determination is made by the Employer of the employee's eligibility for legal services under this Article. If it is determined by the Employer that the employee is not eligible for legal services under this Article, then the Employer has no liability whatsoever to the employee or any other person as a result of such determination. In such cases as this, costs and fees will be borne by the employee.

The above does not apply if the Employer determines that the employee was not acting in good faith and with reasonable care and diligence. Such determination is final and the Employer has no liability whatsoever to the employee or any other person as the result of such determination.

For purposes of this Article, Employer means State of Alaska or a designated representative of the state or an agency of the state.

ARTICLE XXXI

HOLIDAYS

All permanent and probationary employees shall be entitled to and compensated accordingly for all holidays listed in Article I, section 2 (d) of this Agreement.

ARTICLE IV

MERIT PRINCIPLES

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

ARTICLE V

NON-DISCRIMINATION

APEA agrees to continue to admit all Supervisory Unit employees and temporaries to membership and to represent all such employees and temporaries without regard to race, religion, color, national origin, age, sex, physical handicap, or political affiliation.

ARTICLE VI

MANAGEMENT RIGHTS

It is recognized that the Employer retains the right, except as otherwise provided in this Agreement, to manage the affairs of the State and to direct its workforce. Such functions of the Employer include, but are not limited to:

(a) recruit, examine, select, promote, transfer and train employees of its choosing, and to determine the methods of such actions;

(b) assign and direct the work; develop and modify class specifications as well as assignment of the salary range for each classification, and allocate positions to those classifications; determine the methods, materials and tools to accomplish the work; designate duty stations and assign employees to those duty stations;

(c) reduce the work force due to lack of work, funding or other cause consistent with efficient management; discipline, suspend, demote, or dismiss employees for just cause;

(d) establish reasonable work rules; assign the hours of work and assign employees to shifts of its designation.

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

ARTICLE VII

APEA RESPONSIBILITY

The APEA assumes all obligations and responsibility for this unit and the APEA shall retain the rights to discipline members in this bargaining unit. No employee shall be discriminated against for the upholding of APEA principles and any employee who works under the instructions of the APEA or who serves on a committee shall not lose his position or be discriminated against for this reason.

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

ARTICLE VIII

APEA SECURITY

Section 1 - Membership.

Employees or temporaries covered under this Agreement will not be required to become a member of APEA as a condition of their employment, and there shall be no discrimination against an employee or temporary because of his membership or non-membership in APEA. Employees and temporaries may or may not join APEA at their discretion.

Section 2 - Agency Shop.

It is further recognized that APEA owes the same responsibilities to all employees and is to provide benefits and services to all employees whether or not they are members of APEA. (All employees and temporaries shall, as a condition of continued employment, either become a member of APEA and pay APEA dues or pay an agency fee to APEA equal to the amount of APEA dues assessed uniformly against all APEA members.) Payment of APEA dues or agency fees shall commence within thirty (30) days after the effective date of this Agreement or within thirty (30) days after the date of hire, whichever is later.

Section 4 - Continuous Hours of Work.

An employee required to work a double shift shall not be required to work in excess of sixteen (16) hours within one twenty-four (24) hour period except in a dire emergency.

Section 5 - Holiday Pay.

All hours worked on a holiday shall be considered as overtime hours. Employees eligible to receive overtime pay under existing regulations shall be compensated at the rate of one and one-half (1 1/2) times the hourly base salary in addition to the applicable base salary for that holiday. Compensatory time may be substituted at the same rate.

ARTICLE XXX

LEGAL ASSISTANCE

If the Employer determines that an employee was acting in good faith and with reasonable care and diligence in the performance of his duties, the Employer agrees to provide for the legal defense of the employee in any civil action brought against the employee as the result of the employee's performance of his duties upon a request by the employee.

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

The Employer shall have the right to determine which attorney will represent the employee. If the employee objects to the attorney provided by the Employer, the following process for selection of a defense attorney shall prevail:

Within five (5) days of receipt of the employee's objection, the Employer shall request a list of five (5) attorneys from the Alaska Bar Association. The employee and Employer shall meet upon receipt of this list by the Employer and each party shall be allowed to strike two (2) names from the list of eligibles. The remaining name shall be the defending attorney.

Section 2 - Privileged Information.

Security of confidential and privileged information is a requirement of satisfactory performance of supervisory duties and responsibilities.

ARTICLE XXIV
OVERTIME, RECALL AND STANDBY

Section 1 - Overtime.

The parties agree to continue the Fair Labor Standards Act guidelines for determination of overtime eligibility of classified employees in the bargaining unit. All work performed by eligible employees in excess of thirty-seven and one-half (37 1/2) hours per work week is overtime and shall be paid at the rate of time and one-half of regular pay. Compensatory time may be substituted at the same rate.

Section 2 - Distribution of Overtime.

It is the policy of the Employer, insofar as possible, to equalize the distribution of overtime among employees. A record of actual overtime hours worked by the employee will be maintained and made available for reasonable inspection by appropriate APEA representatives with the prior approval of the employee.

Section 3 - Recall and Standby.

(a) Recall - The parties recognize that it is necessary from time to time to recall employees to the job outside their normal working hours. The parties agree that all hours worked outside the scheduled shift as the result of recall, shall be considered overtime hours. All employees are subject to recall and APEA specifically acknowledges that an employee obligation exists.

(b) Standby Roster - When employees are ordered to remain at home, or periodically report their whereabouts and be available for immediate recall, their names shall be placed on a standby roster. Assignments to a standby roster shall be, insofar as it is possible, equitably rotated among employees normally required to perform the anticipated duties; provided that nothing in this Article shall preclude the assignment of an individual to a standby roster whose knowledge, skill or ability make him the most logical choice for the anticipated tasks. An amount equal to ten (10) percent of seven and one-half (7 1/2) times the employee's hourly base salary will be paid to an employee who is assigned to a standby roster for each calendar day or portion of a calendar day of such assignment. The daily rate of compensation shall include geographic and shift pay as may be appropriate.

Section 3 - Exclusive Negotiations with APEA.

The Employer will not negotiate or handle grievances with any employee organization other than APEA with reference to terms and conditions of employment of employees and temporaries in the Supervisory Unit. When individuals or organizations other than APEA request negotiations or handling of grievances, they will be advised by the Employer to transmit their request to APEA. Arrangements will then be made by APEA to represent these other organizations or individuals.

Section 4 - Checkoff and Payroll Deductions.

Employees and temporaries who desire to have dues, fees, or other employee benefits, as specified in this section, deducted from the pay to which they would otherwise be entitled and have those funds paid to APEA shall authorize such payroll deductions by executing a checkoff on a form mutually agreed to by the parties to this Agreement. Upon receiving such authorization the Employer shall make the deductions so authorized and promptly forward these deductions to APEA.

APEA shall have the right to receipts from deduction of APEA and EPIC dues, or agency fees, APEA-sponsored insurance premiums and APEA-sponsored employee benefits as agreed to by the parties to this Agreement and as previously authorized or as may be authorized by the employee or temporary. No other employee organization shall be accorded payroll deduction privileges with regard to the bargaining unit. The Executive Director of APEA shall immediately notify the Director of Personnel of the State of Alaska in writing of any decrease or increase in authorized dues or fees deductions. The Employer shall then make appropriate changes in payroll deductions without further notice.

The Employer shall deduct and shall remit employee-authorized APEA deductions within ten (10) working days of the date of the deduction to the duly-authorized representative of APEA, together with correct lists of the names of the employees and temporaries from whose pay deductions were made. APEA agrees to hold the Employer free from all liability in connection with the collection of dues or fees except that the Employer shall be held to the exercise of ordinary diligence and care in transmittal of the monies to APEA.

Section 5 - Meeting Space.

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

Section 6 - List of Employees.

The Employer shall furnish to APEA an accurate list of employees and their addresses in the unit twice yearly at no cost to APEA. The first such listing will be furnished as soon as possible after execution of this Agreement. The Employer shall furnish to APEA lists of employees and their addresses at other reasonable times on request from APEA. APEA will pay the costs of such additional lists. APEA shall receive, without charge, a monthly computer printout which lists the names of employees and temporaries, and which indicates whether or not an employee or temporary has a payroll deduction for dues or fees, insurance premiums and/or other APEA deductions as may be authorized by the employee or temporary employee.

Section 7 - Access to Employees.

The Employer shall make time available to APEA Supervisory Unit representatives for the purpose of providing information concerning agency shop within fifteen (15) days of the date of hire.

ARTICLE IX

PROTECTION OF RIGHTS

Section 1 - Revocation of Licenses.

In the event an employee shall suffer a revocation of his license because of violations of any federal, state or city law by the Employer, the Employer shall provide suitable and continued employment for such employee, at not less than his standard rate of pay at the time of revocation of the employee license for the entire period of revocation of the license and the employee shall be reinstated to the position held prior to revocation of his license, after his license is restored.

ARTICLE XXVI

SAFETY EQUIPMENT

It shall not be a violation of this Agreement nor grounds for dismissal if an employee refuses to work on an unsafe job, provided the job is found to be unsafe by the Alaska Department of Labor. Any safety equipment required by AS 18.60 to make a job safe shall be supplied by the Employer. The Employer shall abide by AS 18.60 standards.

Disciplinary action shall not be taken under this Article until the Department of Labor has made a finding on safety. If the Department of Labor finds the job to be safe, and in the remote possibility that subsequent disciplinary action is taken, the employee shall have recourse to the established Grievance-Arbitration procedure.

The first paragraph of this Article shall also apply to temporaries.

ARTICLE XXVII

DISCHARGE, SUSPENSION AND DEMOTION

Section 1 - Employee Notice.

The Employer agrees that with the exception of drunkenness, or abandonment of duties, all permanent employees shall be given two (2) weeks' notice or two (2) weeks' pay prior to discharge. The employee shall be notified in writing the reason for discharge prior to termination.

Section 2 - APEA Notification.

In cases of discipline, suspension or demotion the Employer agrees to notify APEA in writing concurrent with commencement of the action.

ARTICLE XXVIII

SUPERVISORY RESPONSIBILITIES

Section 1 - Contract Administration.

It shall be the responsibility of each employee, to the extent assigned to do so, to administer the collective bargaining agreements between the State of Alaska and subordinate members of bargaining units in a manner consistent with policies, interpretations and guidelines established by the Employer.

Section 6 - Reimbursable Moving Expenses.

Employees shall be reimbursed for moving expenses under Section 7676 of the "State Administrative Manual" at the rate of twenty (20) cents per mile. Personal effects as defined in Article I, Section 2 (h) is applicable.

Section 7 - Privately Owned Autos.

Under Section 7622 of the "State Administrative Manual" employees shall be reimbursed at the rate of twenty (20) cents per mile.

ARTICLE XXV

INSURANCE

Insurance now provided in whole or in part by the Employer shall be continued for the life of this Agreement. This includes, but is not limited to the following:

Section 1 - Employee Life Insurance.

The Employer shall insure the life of every employee in the principal amount of \$2,000.

Section 2 - Travel Accident Insurance.

The Employer shall insure the life of each employee against accidental death while the employee is traveling within the scope of his State employment in the amount of \$35,000. The employee shall name the beneficiary or beneficiaries.

Section 3 - Health Insurance.

The Employer shall pay the total premium for the health, dental, audio and visual insurance for the employee, the employee's spouse and the employee's dependents at the level of coverage currently afforded the employee. It is understood and agreed between the parties that the State will increase health insurance coverage for members of the Supervisory Bargaining Unit from the present 90/10 coverage to 100% coverage on medical costs over \$5,000 and up to \$50,000 in any year, effective December 1, 1974.

ARTICLE X

COMPLAINT AND GRIEVANCE PROCEDURE

Any grievance, complaint or dispute arising under the terms of this Agreement shall be handled in the following manner:

Section 1 - Complaints.

An employee, either directly or through his representative, may verbally present a complaint to his supervisor. Complaints may be adjusted with or without the intervention of the APEA as long as the adjustment is not inconsistent with the terms of this Agreement, and provided the APEA representative shall be given an opportunity to be present at such adjustment at the request of the employee.

(a) The employee shall report in writing to the designated representative of the APEA any grievance or dispute that arises between the employee and the Employer. The designated representative will attempt to resolve the matter between the parties on the job immediately. All matters settled at this level must receive approval of the first level of supervision outside this bargaining unit.

(b) Failing to agree, the designated representative shall report the matter to the APEA and the APEA shall attempt to settle the matter with the Employer's representative (commissioner or his designee of the department concerned).

(c) If the grievance cannot be settled as outlined in (b) above within four (4) working days after the grievance, complaint or dispute is presented by the APEA to the Employer, the grievance, complaints or dispute shall be submitted by the APEA for settlement to the Commissioner of the Department of Administration, and if the dispute cannot be adjusted within ten (10) days, either party may submit the dispute to arbitration as outlined in Section 2 of this Article.

(d) Any dispute that arises between the employees and the Employer or any complaint or grievance on the part of both or one, said grievance, complaint or disputes shall be submitted to the APEA within sixty (60) days to be eligible to receive the assistance or attention of the APEA excepting a dismissal or suspension grievance which must be brought to the APEA's attention within ten (10) days after the date of termination.

(e) APEA agrees to submit all grievances and complaints under a, b, c, and d, above, in a timely manner.

(f) If either party desires to demand arbitration, he shall do so within thirty (30) days from completion of step c of the grievance procedure. Failure to do so shall waive the right to arbitration on that grievance.

Section 2 - Board of Arbitration.

(a) Within thirty (30) days of the signing of the Agreement, the Employer and the APEA will request from the American Arbitration Association, 140 West 51 Street, New York, New York 10020, the names of five (5) qualified Alaska-resident arbitrators.

(b) In the event that arbitration becomes necessary the board of arbitration will be composed as follows: one (1) member appointed by the APEA, one (1) member appointed by the Employer and the above two (2) will select the third (3rd) member by alternately striking from the A.A.A. list one (1) name at a time until only one (1) name remains on the list. The name of the arbitrator remaining on the list shall be accepted by the parties as a voting chairman and arbitration shall commence within ten (10) days thereafter.

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

Section 2 - Non-commercial Rates.

Non-commercial rates lower than those amounts set forth in Section 1 may be established in accordance with the May 1970 provisions of Section 7340.3 of the State Administrative Manual.

Section 3 - Higher Rates.

Whenever the Commissioner of Administration finds that the rates set forth in Section 1 are not adequate to obtain lodging and meals in any community, he will increase the per diem allowance for that community.

Section 4 - Meal Allowances.

A meal allowance will be allowed an employee who is on travel status for at least three (3) hours:

<u>Time</u>	<u>Meal</u>	<u>Allowance</u>
Midnight to 10:00 a.m.	Breakfast	\$3.50
10:00 a.m. to 3:00 p.m.	Lunch	4.00
3:00 p.m. to midnight	Dinner	8.50

Section 5 - Reimbursable Travel Expenses.

Whenever an employee is required to change his place of residence because of a change in assignment, promotion or other reason related to his duties, he shall be reimbursed for transportation expenses as follows:

(a) Tourist class airfare for the employee and his dependents or twenty (20) cents per mile for driving each family-owned car, whichever is used.

(b) A standard per diem for the employee, half of the standard per diem for his spouse, and a \$10 per diem for each of his other dependents while enroute. Upon arrival at the new duty station, the employee, his spouse and his dependents are entitled to per diem at the same rate as for per diem while enroute for not more than ten (10) days while the employee is seeking permanent housing.

(c) When applicable, a ticket for transportation on the State Ferry System.

(d) The Employer may authorize the payment of travel and per diem to secure housing prior to the change in duty station. Such authorization, however, will be made only if the change in duty station is at the request of the Employer.

Section 5 - Hazard Pay.

Effective the date this Agreement is signed, employees who are required to work under dangerous conditions shall receive hazard pay of seven and one-half (7.5) percent in four (4) hour increments so worked. Dangerous condition shall be defined as working at heights more than twenty-five (25) feet above the ground on towers, bridgework and antennas so designated by the Employer, and transportation by helicopter required by the Employer.

ARTICLE XXIV

TRAVEL AND PER DIEM

Section 1 - Basic Per Diem.

The Employer shall provide, as appropriate, the following per diem allowances for employees covered by this Agreement while traveling on official State business in accordance with the schedule below:

Per Diem Allowances
For Employees Who Obtain Overnight Lodging

House Election District#	Steps Above Basic Per Diem	Percent Factor	Short-Term** Per Diem Rate	Long-Term Rate (60% of Short-Term)
0 *	0	100.00	\$40.00	\$24.00
1	0	100.00	40.00	24.00
4	0	100.00	40.00	24.00
8	0	100.00	40.00	24.00
2	1	103.75	41.00	24.60
3	1	103.75	41.00	24.60
7	1	103.75	41.00	24.60
5	2	107.50	43.00	25.80
9	2	107.50	43.00	25.80
10	2	107.50	43.00	25.80
11	2	107.50	43.00	25.80
16-S	3	111.25	44.00	26.40
6	4	115.00	45.00	27.00
12	7	126.25	49.00	29.40
13	7	126.25	49.00	29.40
18	7	126.25	49.00	29.40
14	8	130.00	51.00	30.60
19	8	130.00	51.00	30.60
15	9	133.75	52.00	31.20
16-N	9	133.75	52.00	31.20
17	9	133.75	52.00	31.20

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

*House Election District "0" denotes any place not in Alaska.

**"Short-term" rate is rounded to nearest whole dollar.

There shall be no stoppage of work in the interim. Expenses incident to the services of the arbitrator shall be borne entirely as designated by the arbitrator. The arbitrator shall assign such expense to the losing party. If in the opinion of the arbitrator neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable.

ARTICLE XI

REPRESENTATIVES

The APEA shall have representatives who are not employees of the Employer who shall be authorized to speak for the APEA in all matters governed by this Agreement and shall be permitted to visit any work area at any time with prior notice to the Employer.

In addition to above the APEA shall, upon written notice to the Employer, authorize a reasonable number of representatives from among the employees of the Employer to carry out the intent and purposes of Article X and Article VIII, Section 7. The employee representative shall be allowed to handle complaints and grievances under this Agreement with the proper Employer Representative during his working hours. The employee representative shall suffer no loss of compensation for reasonable time spent in the pursuit of his employee representative's duties. Employee representatives will be granted reasonable time to contact employees during work hours.

ARTICLE XII

EXAMINATION OF RECORDS

The APEA representative with the employee's permission, shall have the right to examine employee records pertaining to wages, hours and conditions, upon notification in advance to the Employer. The Employer shall make available original or copies of the original records for examination by the APEA representative.

ARTICLE VIII

CONCLUSION OF COLLECTIVE BARGAINING

It is agreed that this Agreement shall be construed according to its written provisions without regard to any discussions or negotiations, written or oral, which the parties have had leading to or resulting in the execution and delivery of this Agreement or any amendments to it, and that nothing which is not a written and executed portion of this Agreement shall be referred to in connection with its construction.

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

The parties agree to jointly support any legislation or administrative action necessary to implement the provisions of this Agreement.

ARTICLE XII

AVAILABILITY OF PARTIES TO EACH OTHER

APEA and the Employer agree to meet at reasonable times for a discussion of this Agreement, its interpretations, continuation or modification. APEA and the Employer agree to designate representatives having authority to negotiate for their respective interests.

In the event of any enactment by the Legislature which creates conditions not specifically covered by this Agreement, the parties agree to confer immediately for the purpose of arriving at a mutually satisfactory supplement covering such operation.

ARTICLE XIV

SAVING CLAUSE

Section 1 - Violations.

If any Article or part of an Article of this Agreement should be decided by a court of competent jurisdiction or by mutual agreement of the Employer and APEA to be in violation of any Federal, State, or local law or if adherence

Section 3 - Pay Step Differentials by Geographic Areas.

The following pay step differentials are approved as an amendment to the basic pay plan provided for in the salary schedule of this Article.

Illustrative Place Names	House Election District	Steps Above Basic Pay Plan
Ketchikan-Prince of Wales	1.....	0
Wrangell-Petersburg	2.....	1
Sitka	3.....	1
Juneau	4.....	0
Tcy Strait-Lynn Canal	5.....	2
Cordova-Valdez	6.....	4
Palmer-Wasilla	7.....	1
Anchorage	8.....	0
Seward	9.....	2
Kenai-Cook Inlet	10.....	2
Kodiak	11.....	2
Alutian Islands	12.....	7
Bristol Bay	13.....	7
Bethel	14.....	8
Yukon-Fuskokwim	15.....	9
Fairbanks	16a(South of Arctic Circle).....	3
Fort Yukon	16b(North of Arctic Circle).....	5
Barrow-Kobuk	17.....	9
Nome	18.....	7
Wade Hampton	19.....	8
Outside Alaska.....		minus 6

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

Section 4 - Swing and Graveyard Shift Differentials.

Employees and temporaries who regularly work a "swing" shift beginning between 12:00 noon and 7:59 p.m. are entitled to a one-step increase over their normal pay as established by this Article.

Employees and temporaries who regularly work a "graveyard" shift beginning between 8:00 p.m. and 3:59 a.m. are entitled to a two-step increase over their normal pay as established by this Article.

Section 2 - Cost-of-Living Adjustment.

If the Consumer Price Index for Anchorage, published by the Bureau of Labor Statistics, rises more than three percent (3%) between 1 July, 1974, and 31 December, 1974, the Employer shall adjust the salary schedule of this Article so that the basic pay plan shall be increased effective 16 February, 1975, as shown below in the Consumer Price Index Table.

If the Consumer Price Index for Anchorage, published by the Bureau of Labor Statistics, rises more than three percent (3%) between January 1, 1975, and July 1, 1975, the Employer shall adjust the salary schedule of this Article so that the basic pay plan shall be increased effective August 16, 1975, as shown below in the Consumer Price Index Table.

If the Consumer Price Index for Anchorage, published by the Bureau of Labor Statistics, rises more than three percent (3%) between July 1, 1975, and December 31, 1975, the Employer shall adjust the salary schedule of this Article so that the basic pay plan shall be increased effective February 16, 1976, as shown below in the Consumer Price Index Table.

CONSUMER PRICE INDEX TABLE

Consumer Price Index Anchorage Increase Percent	Salary Schedule Increase Percent
at least 3.5% but less than 4.5%.....	1
at least 4.5% but less than 5.5%.....	2
at least 5.5% but less than 6.5%.....	3
at least 6.5% but less than 7.5%.....	4
at least 7.5% but less than 8.5%.....	5
at least 8.5% but less than 9.5%.....	6
at least 9.5% but less than 10.5%.....	7

If the Consumer Price Index increases 10.5% or more, the basic pay plan shall be increased consistent with the above progression.

to or enforcement of an Article or part of an Article should be restrained by a court of law, the remaining Articles of the Agreement shall not be affected.

Section 2 - Replacement.

If a determination or decision is made pursuant to Section 1 of this Article that part of this Agreement is in violation of Federal, State or local law, the parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement.

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement shall become effective on the 16th day of November, 1974, and shall remain in effect until December 31, 1975. It shall be renewed automatically thereafter from year to year unless either party shall give written notice during the period from December 1 to December 31 of any year of its desire to amend or modify this Agreement.

ARTICLE XVII

NO STRIKE OR LOCKOUT

There shall be no strikes, slowdowns, picketing, sickouts or stoppage of work during the term of this Agreement, it being the intent of the Employer and APEA that all controversies or disputes be settled amicably and harmoniously.

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

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

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

ARTICLE XVIII

SUPERSEDING EFFECT OF THIS AGREEMENT

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

ARTICLE XIX

CONDITIONS

Section 1 - Lunch Break.

A lunch period of not less than thirty (30) minutes shall be allowed approximately midway of each shift. An additional lunch period of thirty (30) minutes shall be allowed when an employee works two (2) hours or more past his normal shift and such additional lunch periods shall be considered as time worked at the proper overtime rate.

Section 2 - Itemized Deductions.

The Employer shall itemize all deductions except deferred compensation on pay checks so employees can clearly determine the purposes for which amounts have been withheld.

Section 3 - Pay Shortages.

Pay shortages shall be paid within ten (10) working days after receipt and verification of the employee's complaint.

Section 4 - Termination Pay.

When an employee is terminated, his wages become due immediately and shall be paid within three (3) working days. If not paid within the prescribed period, the penalty for wait-time pay to the employee shall be seven and one-half (7 1/2) hours' pay for each twenty-four (24) hour period thereafter. Postmark shall constitute date of pay.

Section 5 - Accident Board.

(a) The Employer shall have an accident board. The accident board shall consist of two (2) members chosen by the authorized APFA representative and two (2) members chosen by the Employer. The accident board shall investigate all accidents involving

Range	A	B	C	D	E	F (Longevity Increments of Final Step)				
05						848	880	914	949	984
06				848	874	902	935	969	1006	1044
07		848	874	902	929	959	995	1033	1071	1111
08	874	902	929	959	989	1021	1059	1099	1140	1183
09	929	959	989	1021	1053	1087	1128	1170	1214	1259
10	989	1021	1053	1087	1124	1159	1202	1248	1294	1343
11	1053	1087	1124	1159	1197	1236	1283	1332	1381	1433
12	1124	1159	1197	1236	1283	1332	1381	1433	1487	1543
13	1197	1236	1283	1332	1381	1433	1487	1543	1601	1662
14	1283	1332	1381	1433	1487	1543	1601	1662	1724	1788
15	1381	1433	1487	1543	1601	1662	1724	1788	1855	1924
16	1487	1543	1601	1662	1724	1788	1855	1924	1996	2071
17	1601	1662	1724	1788	1855	1924	1996	2071	2149	2230
18	1724	1788	1855	1924	1996	2071	2149	2230	2313	2400
19	1855	1924	1996	2071	2149	2230	2313	2400	2490	2583
20	1996	2071	2149	2230	2313	2400	2490	2583	2681	2781
21	2149	2230	2313	2400	2490	2583	2681	2781	2884	2993
22	2313	2400	2490	2583	2681	2781	2884	2993	3105	3222
23	2490	2583	2681	2781	2884	2993	3105	3222	3343	3468
24	2681	2781	2884	2993	3105	3222	3343	3468	3597	3733
25	2884	2993	3105	3222	3343	3468	3597	3733	3873	4018
26	2993	3105	3222	3343	3468	3597	3733	3873	4018	4169
27	3105	3222	3343	3468	3597	3733	3873	4018	4169	4325
28	3222	3343	3468	3597	3733		3873	4018	4169	4325

ARTICLE XVIII

SUPERSEDING EFFECT OF THIS AGREEMENT

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

ARTICLE XIX

CONDITIONS

Section 1 - Lunch Break.

A lunch period of not less than thirty (30) minutes shall be allowed approximately midway of each shift. An additional lunch period of thirty (30) minutes shall be allowed when an employee works two (2) hours or more past his normal shift and such additional lunch periods shall be considered as time worked at the proper overtime rate.

Section 2 - Itemized Deductions.

The Employer shall itemize all deductions except deferred compensation on pay checks so employees can clearly determine the purposes for which amounts have been withheld.

Section 3 - Pay Shortages.

Pay shortages shall be paid within ten (10) working days after receipt and verification of the employee's complaint.

Section 4 - Termination Pay.

When an employee is terminated, his wages become due immediately and shall be paid within three (3) working days. If not paid within the prescribed period, the penalty for wait-time pay to the employee shall be seven and one-half (7 1/2) hours' pay for each twenty-four (24) hour period thereafter. Postmark shall constitute date of pay.

Section 5 - Accident Board.

(a) The Employer shall have an accident board. The accident board shall consist of two (2) members chosen by the authorized AFPA representative and two (2) members chosen by the Employer. The accident board shall investigate all accidents involving

Range	A	B	C	D	E	F (Longevity Increments of Final Step)					
05						848	880	914	949	984	
06				848	874	902	935	969	1006	1044	
07		848	874	902	929	959	995	1033	1071	1111	
08	874	902	929	959	989	1021	1059	1099	1140	1183	
09	929	959	989	1021	1053	1087	1128	1170	1214	1259	
10	989	1021	1053	1087	1124	1159	1202	1248	1294	1343	
11	1053	1087	1124	1159	1197	1236	1283	1332	1381	1433	
12	1124	1159	1197	1236	1283	1332	1381	1433	1487	1543	
13	1197	1236	1283	1332	1381	1433	1487	1543	1601	1662	
14	1283	1332	1381	1433	1487	1543	1601	1662	1724	1788	
15	1381	1433	1487	1543	1601	1662	1724	1788	1855	1924	
16	1487	1543	1601	1662	1724	1788	1855	1924	1996	2071	
17	1601	1662	1724	1788	1855	1924	1996	2071	2149	2230	
18	1724	1788	1855	1924	1996	2071	2149	2230	2313	2400	
19	1855	1924	1996	2071	2149	2230	2313	2400	2490	2583	
20	1996	2071	2149	2230	2313	2400	2490	2583	2681	2781	
21	2149	2230	2313	2400	2490	2583	2681	2781	2884	2993	
22	2313	2400	2490	2583	2681	2781	2884	2993	3105	3222	
23	2490	2583	2681	2781	2884	2993	3105	3222	3343	3468	
24	2681	2781	2884	2993	3105	3222	3343	3468	3597	3733	
25	2884	2993	3105	3222	3343	3468	3597	3733	3873	4018	
26	2993	3105	3222	3343	3468	3597	3733	3873	4018	4169	
27	3105	3222	3343	3468	3597	3733	3873	4018	4169	4325	
28	3222	3343	3468	3597	3733		3873	4018	4169	4325	

Section 10 - Duty Station.

An employee's duty station or the employee shall not be transferred unless such transfer is in the best interest of the state.

Section 11 - Abolishments.

Any member whose position is abolished, except those whose employment is time limited as a condition of employment, will be given first consideration for a vacant position in the nearest range meeting his qualifications.

ARTICLE XXII

TIME OFF TO VOTE

The Employer shall provide reasonable and necessary time off for employees covered by this Agreement to vote in local, municipal, borough, State, Federal, and special elections; provided that the employee is unable, in the view of the Employer, to vote outside working hours.

ARTICLE XXIII

CLASSIFICATION AND WAGES

Section 1 - Monthly Salary Schedule.

Effective November 16, 1974, the following monthly salary schedule is approved as the basic pay plan for employees subject to this Agreement.

members of this unit and shall render a decision as to whether it is chargeable or nonchargeable accident within seven (7) days following said accident. The recommendations of the accident board shall be followed, unless the employee wishes to dispute the recommendations of the accident board, in which case the dispute shall be referred to the grievance procedure for further action.

(b) The Employer agrees that prior accidents, reprimands or disciplinary action will not be considered at accident board hearings unless the prior incidents relate to the accident under investigation.

ARTICLE XX

PARKING

Every effort will be made to provide reserved parking spaces for employees who are handicapped with respect to walking capability. If spaces are available, they will be assigned as near as practical within close proximity to the employee's working area. In those areas where the parking spaces are assigned specifically to the bargaining unit handicapped employees, the number and location of bargaining unit spaces will not be modified or changed before consulting with APEA.

ARTICLE XXI

TRANSFERS, PROMOTIONS AND DEMOTIONS

Section 1 - Lists.

An employee who is refused certification from or to an eligible list or whose name is removed from an eligible list shall be notified of such action by written notice and explanation from the Division of Personnel within fifteen (15) calendar days. An employee may have his name placed on the transfer list by submitting the proper forms to the Division of Personnel; this does not necessitate the approval of the employee's supervisor.

Section 2 - Pay.

An employee who has served one-half or more of the time required to be considered for his next merit increase shall, upon promotion (or reclassification of his individual position) to a position in a higher salary range, have his new salary fixed at Step A of the higher range or such other step as will provide an increase of two steps, whichever is greater.

An employee who has served less than one-half of the time required to be considered for his next merit increase shall, upon promotion to a position in a higher salary range, have his new salary fixed at step A of the higher range or such other step as will provide an increase of one step, whichever is greater.

If the entire class is moved from one salary range to another, the original anniversary date of the employee shall remain unchanged.

Any employee who has been delegated the authority in writing to act in a position in a higher range than his own for more than thirty (30) consecutive days shall, retroactive to the first day, be paid at the rate of the higher range. This shall not apply to positions whose class specification require them to act in the higher range. Upon commencement of his duties in his regular position, he will return to his normal rate of pay.

Section 3 - Demotions.

An employee who is demoted for just cause shall enter the new range at the step occupied in the higher range.

Section 4 - Voluntary Demotion.

An employee who receives a voluntary demotion may be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable state service, or at such other step approved in advance by the Director of Personnel.

Section 5 - Subfill.

Any employee who subfills in a position in a higher range than his own for more than (1) calendar day must, commencing with the second (2nd) day, be paid at the rate of the higher range. Any employee who subfills in a higher range than his own shall receive full credit for the time served in the form of a report to be placed in his personal file.

Section 6 - Promotion.

In appointment to a vacant position in the bargaining unit, consideration will first be given to those eligible employees within the bargaining unit before considering any applicant outside the bargaining unit.

Any employee may refuse a promotion to a higher grade or range. Refusal of a promotion by the employee shall not be cause for his name being removed from any eligible list.

Section 7 - Performance Evaluations.

Employees in this Agreement on probationary status will receive semi-annually written evaluations. Employees in permanent status shall receive annual evaluations which will be approved by only the rater and the employee. This does not preclude a review by the Employer.

Section 8 - Appeal of Final Examination.

An employee seeking promotion, who is not satisfied with the score received under the training and experience rating of his examination may apply for re-examination. If, after a final review by the Director, a candidate is still not satisfied with the score received, he may appeal to a final review panel.

The final review panel shall consist of three (3) members. One (1) member shall be designated by the APEA, one (1) member shall be designated by the Director of Personnel and the third (3rd) member shall be selected from a list of individuals with recognized expertise in the area acceptable by both panel members. Such list shall be provided by the United States Civil Service Commission. Decision of the panel shall be binding. Each of the first (1st) two (2) parties will bear its own expenses. The third (3rd) panel member's expenses will be shared equally by the two parties. Any expenses incurred by the employee shall be borne by him unless the panel determines that these expenses shall be reimbursed and shared equally by the two (2) parties.

No member of the panel may be a competitor or potential competitor for the job class under review.

Section 9 - Reclassifications.

No position shall be reclassified to a position outside this unit without the written notification to APEA concurrent with commencement of such action.

AGREEMENT

Between

STATE OF ALASKA

and

ALASKA PUBLIC EMPLOYEES
ASSOCIATION

Covering

General Government Unit Employees

1975-1976

ARTICLE	TITLE	Page
I	Definition of Terms	1
II	Recognition	4
III	Statement of Policy and Purpose	6
IV	Merit Principles	6
V	Management Rights	7
VI	Association Activities	7
VII	APEA Responsibility	8
VIII	Security of the Parties	8
IX	Protection of Rights	12
X	Grievance-Arbitration	13
XI	Non-Discrimination	15
XII	Conclusion of Collective Bargaining	16
XIII	Availability of Parties to Each Other	16
XIV	Conditions not Specifically Covered	17
XV	Saving Clause	17
XVI	Superseding Effect of This Agreement	18
XVII	Parking	18
XVIII	Time Off to Vote	18
XIX	Conditions	19
XX	Tools and Equipment	22
XXI	Safety Equipment	22
XXII	Positions—Reallocation Upward, and Incumbents	22
XXIII	Transfers, Promotions, Demotions	23
XXIV	Discharge or Termination	27
XXV	Class Specification	27
XXVI	Examination of Records	27
XXVII	Emergency Employees	28
XXVIII	Legal Assistance	28
XXIX	Shift Assignments	30
XXX	Overtime, Recall and Standby	30
XXXI	Health and Security	31
XXXII	Social Security	32
XXXIII	Holidays	32
XXXIV	Leave of Absence	33
XXXV	Leave	34
XXXVI	Joint Support of Legislation	35
XXXVII	Study of Temporary Employment	36
XXXVIII	Classification and Wages	36
XXXIX	Travel and Per Diem	40
XL	Printing of Agreement	43
XLI	Duration of Agreement	44

ARTICLE I

DEFINITION OF TERMS

(45) days of the date of signing of this Agreement. Each party shall designate a representative to oversee the printing and distribution of the Agreement.

ARTICLE XLI

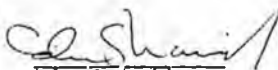
DURATION OF AGREEMENT

Section 1 -- Effective Date and Duration.

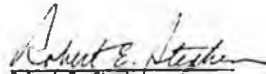
This Agreement shall become effective April 16, 1975, except as otherwise provided, and shall remain in effect until December 31, 1976. It shall be renewed automatically thereafter from year to year unless either party shall give written notice during the period from November 1, 1976, to December 31, 1976, or during the same period of any succeeding year thereafter, of its desire to amend or modify this Agreement.

Signed this 14th day of April, 1975 at Juneau, Alaska.

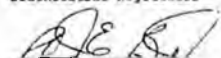
For the State of Alaska


Andrew E. Warwick
Commissioner
Department of Administration

For Alaska Public Employees
Association


Robert E. Stephen
Executive Director


Barry Jackson
Southcentral Negotiator


Robert L. Hatley
Northern Negotiator


Michael J. Murray, Jr.
Southeastern Negotiator

Section 1 -- Tense, Number and Gender.

As used in this Agreement:

(a) Words in the present tense, include the past and future tenses, and words in the future tense include the present tense.

(b) Words in the singular number include the plural, and words in the plural number include the singular.

(c) Words of the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

Section 2 -- Definitions:

(a) "Bargaining Unit" in this Agreement means the General Government Bargaining Unit.

(b) "Class Specification" is a written statement of duties and responsibilities which are characteristic of a class of positions and includes the education, experience, knowledge and ability required to perform the work of the class of positions. These duties shall be specifically enumerated.

(c) "Departmental Promotion List" means a register of those employees in a given department who have permanent status and who are on the eligible list for a class of positions at a higher salary level than the positions which the employees currently hold.

(d) "Dependent" in this Agreement with respect to the Health Insurance is limited to

(1) the employee's wife or husband, as the case may be, and

(2) the employee's unmarried children under 23 years of age, and residing in the United States of America (including Puerto Rico) or Canada.

(3) However, a dependent child who attains his 23rd birthday shall continue to be included within the term "dependent" with respect to medical benefits if proof is furnished to the insurance carrier within 30 days after his birthday that on his birthday the child is incapable of self-sustaining employment by reason of mental retardation or physical handicap and that the child became so incapable prior to his attainment of age 23 and that the child is chiefly dependent upon the employee for support and maintenance. The coverage as to such a child will be continued while the incapacity continues and while the employee's coverage with respect to his dependents remains in force, provided the child meets all the requirements of the definition of "dependent" except age. The insurance carrier has the right to require proof of the continuance of the incapacity of the child from time to time while this Agreement remains in force.

(e) "Disciplinary Grievance" in this Agreement means a procedure of review provided for in Article X whereby a permanent employee can seek review of his dismissal, demotion or a single suspension in excess of thirty (30) days.

(f) "Eligible List" as used in this Agreement means a list of persons who have qualified under the personnel rules for appointment to positions in a specified class.

(g) "Employee Representative" in this Agreement means any Bargaining Unit Member designated as such by APEA.

(h) "Employee" in this Agreement means a person in the State Service who is paid a salary or wage and holds probationary, permanent, or provisional status working in a position that has been designated by the State Labor Relations Agency as a General Government Unit classification.

(i) "Holiday" in this Agreement means:

1. The first of January, known as New Year's Day,
2. The 12th of February, known as Lincoln's Birthday,

B. A standard per diem for the employee, half of the standard per diem for his spouse, and a \$10.00 per diem for each of his other dependents while enroute. Upon arrival at the new duty station, the employee, his spouse and his dependents are entitled to per diem at the same rate as for per diem while enroute for not more than ten (10) days while the employee is seeking permanent housing.

C. When applicable, a ticket for the entire family and each family-owned conveyance for transportation on the State Ferry System. Conveyance, for the purposes of this subsection, shall mean automobiles, trucks, motor homes, motorcycles; cargo, boat, motorcycle, and camp trailers.

D. The Employer may authorize the payment of travel and per diem to secure housing prior to the change in duty station. Such authorization, however, shall be made if the change in duty station is at the request of the Employer.

Section 6 — Reimbursable Moving Expenses.

Employees shall be reimbursed for moving expenses under Section 7676 of the "State Administrative Manual" at the rate of twenty cents (20 Cents) per mile. Personal effects as defined in Article I, Section 2 is applicable.

Section 7 — Privately Owned Conveyance.

Under Section 7622 of the "State Administrative Manual" employees shall be reimbursed at the rate of twenty cents (20 Cents) per mile.

ARTICLE XL

PRINTING OF AGREEMENT

The parties agree to share equally the cost of printing this Agreement. The Employer shall make every reasonable effort to distribute one copy to each incumbent Bargaining Unit Member. APEA headquarters shall receive a minimum of 2,000 copies. Copies shall be distributed within forty-five

Section 2 – Non-Commercial Rates.

Non-commercial rates lower than those amounts set forth in Section 1 may be established in accordance with the May 1970 provisions of Section 7640.3 of the "State Administrative Manual."

Section 3 – Higher Rates.

Whenever the Commissioner of Administration finds that the rates set forth in Section 1 are not adequate to obtain lodging and meals in any community, he will increase the per diem allowance for that community.

Section 4 – Meal Allowances.

A meal allowance will be allowed an employee who is on travel status for at least three (3) hours:

Time	Meal	Allowance
Midnight to 10:00 a.m.	Breakfast	\$ 3.50
10:00 a.m. to 3:00 p.m.	Lunch	4.00
03:00 p.m. to midnight	Dinner	8.50

Section 5 -- Reimbursable Travel Expenses.

Whenever an employee is required to change his place of residence because of change in assignment, promotion or other reason related to his duties, he shall be reimbursed for transportation expenses as follows:

A. Tourist class airfare for the employee and his dependents or twenty (20) cents per mile for driving each family-owned conveyance. Conveyance, for the purposes of this subsection, shall mean automobiles, trucks, motor homes, motor cycles, aircraft, and boats.

3. The third Monday in February, known as Washington's Birthday,

4. The last Monday in March, known as Seward's Day,

5. The last Monday in May, known as Memorial Day,

6. The Fourth of July, known as Independence Day,

7. The first Monday in September, known as Labor Day,

8. The 18th of October, known as Alaska Day,

9. The 11th of November, known as Veteran's Day,

10. The fourth Thursday in November, known as Thanksgiving Day,

11. The 25th of December, known as Christmas Day,

12. Every day designated by public proclamation by the President of the United States or the Governor of the State of Alaska as a legal holiday.

(j) "Interdepartmental Promotion List" means a register of those employees of the State who have permanent status and who are on the eligible list for a class of positions at a higher salary level than the positions which the employees currently hold.

(k) "Overtime" in this Agreement shall be all work performed by overtime eligible Bargaining Unit Members in excess of the work week.

(l) "Personnel File" in this Agreement means all those documents, reports, written or otherwise recorded evaluations of a person's performance while performing duties on behalf of the Employer, and any other material pertaining to that person that is kept in that file.

(m) "Temporary" or "Temporary Employee" in this Agreement means a person in the State service who is paid a salary or wage and holds temporary status working in a classification that has been designated by the State Labor Relations Agency as a General Government Unit classification.

(n) "Travel Status" employees or temporaries 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 or temporary leaves and returns to his immediate work station if travel begins and ends during assigned working hours, or when the employee or temporary leaves and returns to his home if travel begins and ends outside assigned working hours.

(o) "Personal Effects" shall include all personal property and possessions.

(p) "Just Cause": Just cause means, but is not limited to, incompetence, unsatisfactory performance of duties, unexcused absenteeism, drunkenness, dishonesty and gross disobedience.

(q) "Work Week" in this Agreement shall consist of 37½ hours within a maximum of five (5) consecutive days and all permanent, full-time employees shall be guaranteed a full work week provided they are ready, willing and able to work unless suspended, on lay-off, or leave without pay.

ARTICLE II RECOGNITION

Section 1 – General Recognition.

The State of Alaska, hereinafter referred to as the Employer, recognizes the Alaska Public Employees Association, hereinafter referred to as APEA, as the exclusive representative of all permanent, probationary, provisional and temporary employees in the General Government Unit for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment. It is recognized that all new classifications created by the Employer shall be placed in the appropriate bargaining unit, consistent with prior Labor Relations Agency rulings on the type of work involved.

Per Diem Allowances

For Bargaining Unit Members Who Obtain Overnight Lodging

House Election District No.	Steps Above Basic Per Diem	Per Cent Factor	** Short-Term Per Diem Rate	Long-Term Rate(60%of Short-Term)
0*	0	100.00	\$ 40.00	\$ 24.00
1	0	100.00	40.00	24.00
4	0	100.00	40.00	24.00
8	0	100.00	40.00	24.00
2	1	103.75	41.00	24.60
3	1	103.75	41.00	24.60
7	1	103.75	41.00	24.60
5	2	107.50	43.00	25.80
9	2	107.50	43.00	25.80
10	2	107.50	43.00	25.80
11	2	107.50	43.00	25.80
16-S	6	111.25	44.00	26.40
6	4	115.00	45.00	27.00
12	7	126.25	49.00	29.40
13	7	126.25	49.00	29.40
18	7	126.25	49.00	29.40
14	8	130.00	51.00	30.60
19	8	130.00	51.00	30.60
15	9	133.75	52.00	31.20
16-N	9	133.75	52.00	31.20
17	9	133.75	52.00	31.20

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

*House Election District "0" denotes any place not in Alaska
 **"Short-term" rate is rounded to nearest whole dollar.