

LEG. FINANCE - BILLS 1975 - 1976 445

HB 628 cont. CSHB 628

445

Section 5 – Hazard Pay.

As of the effective date of this Agreement, employees who are required to work under dangerous conditions shall receive hazard pay of seven and one-half (7½) per cent in four (4) hour increments so worked. Dangerous conditions 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 XXXIX

TRAVEL AND PER DIEM

Section 1 – Basic Per Diem.

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

Subsequent to the effective date of this agreement the Labor Relations Agency and APEA shall be notified of all new classifications created within ten (10) days of such action and such notification to include the specifications of the job classifications. Both parties recognize that the Labor Relations Agency shall retain its authority to make final determination of unit classification assignments. No position shall be reclassified to a class outside this Bargaining Unit without written notification to APEA of such action concurrent with the notification to the Department. The words "employee" and "employees" as used in this Agreement shall mean only employees serving in the General Government Unit except temporaries, provided that temporaries, while not defined as employees under this Agreement, are nevertheless members of the General Government 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) (1) A temporary employee may be employed by any one department for a maximum of nine (9) consecutive months in any twelve (12) month period. Such appointment may not be extended.

(2) The individual would then be entitled to immediately seek further temporary employment with another department.

(c) 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.

(d) (1) Temporary employees are covered by the holiday provisions of this agreement and the Personnel Regulations.

(2) Temporaries who begin a shift and are then sent home during the first half of the shift shall receive four hours pay or their normal hours of work, whichever is less. Temporaries who are sent home during the second half of a shift shall receive seven and one-half (7½) hours pay or their normal hours of work, whichever is less.

ARTICLE III

STATEMENT OF POLICY AND PURPOSE

It is the policy of the Employer and APEA to continue harmonious and cooperative relationships between State employees and the Employer and to insure orderly and uninterrupted operations of government. This policy is effectuated by the provisions of the Public Employment Relations Act, AS 23.40, granting public employees the rights of organization and collective bargaining concerning the determination of terms and conditions of their employment. The Employer and APEA now desire to enter into an agreement reached through collective bargaining which will have for its purpose, among others, the following:

(a) To recognize the legitimate interests of the employees of the State of Alaska to participate through collective bargaining in the determination of the terms and conditions of their employment.

(b) To promote fair and reasonable working conditions.

(c) To promote individual efficiency and service to the citizens of the State.

(d) To avoid interruption or interference with the efficient operation of State Government.

(e) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

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.

Illustrative Place Names & Duty Stations	House Election District	Steps Above Basic Pay Plan
Ketchikan-Prince of Wales	1	0
Wrangell-Petersburg	2	1
Sitka	3	1
Juneau	4	0
Icy Strait-L. in Cana.	5	2
Cordova	6a	4
Valdez Duty Station	6b	5
Palmer-Wasilla	7	1
Anchorage	8	0
Seward	9	2
Kenai-Cook Inlet	10	2
Kodiak	11	2
Aleutian Islands	12	7
Bristol Bay	13	7
Bethel	14	8
Yukon-Kuskokwin	15a	9
Duty Station of Nenana	15b	8
Fairbanks	16a (S. of Arctic Circle)	4
Fort Yukon	16b (N. of Arctic Circle)	9
Larrow-Kobuk	17	9
Nome	18	7
Wade-Hampton	19	8
Outside Alaska		- 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 2, 1965.

Section 4 - Swing and Graveyard Shift Differentials.

a. 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.

b. 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.

The above schedule shall exclude those employees whose salary has been frozen in accordance with Personnel Rule 9 02 152. Salary setting for those employees shall be in accordance with Personnel Rule 9 02 1523.

(b) Should the CPI for anchorage rise more than 9 percentage points during the calendar year of 1975 on February 16, 1976, the schedule will be adjusted based on the increase of full percentage points for the year retroactive to the beginning of the calendar quarter in which the rise exceeded 9%.

(c) The schedule for calendar year 1976 (January 1 to December 31) shall be the schedule shown in (b) above as adjusted on February 16, 1976, with the addition of a 9% prepayment on the rise of cost of living following the same procedure as outlined in (b) above. Should the Anchorage CPI index fail to rise 9% during the calendar year 1975, the prepayment for calendar year 1976 shall be the actual rise in cost of living in 1975 to the last full percentage point.

(d) Should the CPI for Anchorage rise more than the prepayment during the calendar year of 1976; on February 16, 1977, the schedule will be adjusted based on the increase of full percentage points for the year retroactive to the beginning of the calendar quarter in which the rise exceeded the 1976 prepayment.

Section 3 – Geographic Differential.

The following pay step differentials are approved as an amendment to the basic pay plan provided for in Section 2 of this Article:

ARTICLE V

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 VI

ASSOCIATION ACTIVITIES

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

ARTICLE XXXVII

STUDY OF TEMPORARY EMPLOYMENT

The State and APEA shall jointly request the legislature to direct the Legislative Affairs Committee to conduct a study to determine the possibility and desirability of reducing temporary employment and increasing permanent probationary employment in this Bargaining Unit.

ARTICLE XXXVIII

CLASSIFICATION AND WAGES

Section 1 — Retroactive Pay.

Retroactive pay shall, for those on the payroll in the unit on the date of signing, be applied as follows:

- a. for pay period ending 2/15/75 19.82% of gross wages paid
- b. for pay period ending 3/15/75 9% of gross wages paid
- c. for pay period ending 4/15/75 9% of gross wages paid

Section 2.

- a. Effective 4/16/75 the following shall be basic salary schedule for all Bargaining Unit members:

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 in this bargaining unit. Payment of APEA dues or agency fees shall commence within thirty (30) days after the date of hire.

b. Beginning the week that is thirty (30) days following the date of the final signing of this Agreement, the Division of Personnel shall furnish to the APEA Juneau office one copy of the appointing personnel action form for each new hire into the bargaining unit. Such copies will be furnished on a weekly basis and not later than the week following the week in which the form is received in the Personnel Records Section.

c. Persons to be employed in the bargaining unit in Juneau, Anchorage, and Fairbanks shall be notified by the Employer at the time of hire that he (she) has ten (10) days to report to the local APEA office to be advised of his (her) agency shop obligations under this Agreement. The Employer shall not sign up new hire for APEA agency fees or membership dues. The employee shall report to the local APEA office on his (her) own time.

d. Upon request by APEA, a Bargaining Unit Member who has been employed for more than thirty (30) days and who is not complying with the agency shop provisions of this Agreement, shall be terminated by the Employer.

Section 3 — No strike or Lockout, Picket Lines.

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

b. If a picket line is established and sanctioned by APEA and officially announced by the Executive Director, it shall not be a violation of this Agreement and it shall not be cause for discipline or discharge in the event a Bargaining Unit Member refuses to enter upon any property involved in such a primary labor dispute or refuses to go through or work behind any such

primary line including primary picket lines at the Employer's place of operation. The provisions of this paragraph do not apply to class (1) and (2) employees under AS 23.40.200.

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

d. Any violation of this 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.

e. Disciplinary action taken against an employee for violation of this article is subject to the Grievance-Arbitration procedure.

Section 3 – Membership.

It is further recognized that 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, but they must abide by the provisions of *Section 1* of this Article.

Section 4 – Representatives.

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

Section 5 – Employee Representatives.

a. In addition to the above, APEA shall upon written notice to the Employer, authorize a reasonable number of representatives from among the employees of the Employer. The Employee Representatives shall be allowed to handle complaints and grievances under this Agreement with the proper Employer representative during working hours. The Employee Representative shall suffer no loss in compensation for time spent in the pursuit of his Employee Representative's

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

b. An employee's request for annual leave will not be unreasonably withheld.

c. Should circumstances cause the Employer to refuse the employee any opportunity to take the full ten (10) days of annual leave during the calendar year, any unused portion of the ten (10) day mandatory leave shall not be deducted from the employee's leave balance at the end of the calendar year.

d. Annual leave accrued but not used shall accumulate to a maximum of not more than sixty days on January 15 of any calendar year.

1. If an employee would have, as of January 15, an amount of leave in excess of sixty (60) days, the employer may, after consultation with the employee, schedule such leave in excess of sixty (60) days.

2. If an employee has an amount of annual leave in excess of sixty (60) days as of January 15 such amount in excess of sixty (60) days shall be paid in cash.

Section 2 – Sick Leave.

Upon the death of an employee, any unused sick leave balance shall be paid in cash to his beneficiaries at his current pay rate.

ARTICLE XXXVI

JOINT SUPPORT OF LEGISLATION

The Administration will support reasonable improvement in the Public Employees Retirement System.

Such leave shall be granted first from the employee's accrued annual leave. Should the employee not have sufficient accrued annual leave for the purposes of this provision, then the Employer shall grant approved leave without pay to the employee.

In the event that leave to an individual would impact State operations to a degree which, in the judgment of the Employer, would seriously impinge upon the interests of the State, the parties will meet to seek agreement on a reasonable alternative. The employer specifically agrees that only bona fide cases will be presented and APEA agrees that in such cases the employer will not be bound to the provisions of this section.

Section 3 — Educational Advancement.

The Employer recognizes that to insure maximum efficiency and promote employee development, employee training is desirable. The Employer agrees that when practicable he will attempt to promote employee training. Employees, to be eligible for any form of Employer financial assistance, must have the prior approval of the Employer. Assignment of training opportunities will be made as equitably as possible within fiscal and manpower limitations.

Section 4 — APEA Leave.

Upon application by APEA to the Director of Personnel, an employee may be granted up to eighteen (18) months leave without pay for purposes of serving as an official of APEA, provided that such leave, if approved, shall be not less than six (6) months. Approval of such leave shall not be unreasonably withheld.

ARTICLE XXXV

LEAVE

Section 1 — Annual Leave.

a. 1. Each employee shall take at least ten (10) days annual leave during each calendar period beginning January 16 and ending January 15 of the succeeding year.

duties. Employee Representatives shall be granted not to exceed two (2) hours per week to contact Bargaining Unit Members during working hours for the purposes provided in this Section.

b. The ratio of Employee Representatives shall not exceed one (1) Employee Representative for each twenty-five (25) Bargaining Unit Members in the entire Bargaining Unit.

Section 6 — 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 General Government 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.

Section 7 — Checkoff and Payroll Deductions.

a. 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.

b. All dues or agency fees assignments executed by Bargaining Unit Members shall be effective for as long as such Bargaining Unit Member is employed by the Employer in a classification coming within the purview and life of this Agreement, except as provided in this subsection. All requests for elimination of payroll deduction of agency fees or membership dues shall not be honored by the Employer until after APEA headquarters in Juneau has been notified.

c. 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 is previously authorized or as may be authorized by the Bargaining Unit Member. 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 increase in authorized dues or agency fees deductions. The Employer shall then make appropriate changes in payroll deductions without further notice, provided that any change does not conflict with the amount authorized by the Bargaining Unit Member. The Employer agrees to make such deduction promptly and to remit to APEA within ten (10) working days the amount so deducted, together with a list of Bargaining Unit Members showing amounts deducted from each and the purpose for which each deduction was made.

Section 8 – List of Bargaining Unit Members.

The Employer shall furnish to APEA its current monthly list of all Bargaining Unit Members and their addresses in the unit, once monthly, at no cost to APEA. This list shall also include the Bargaining Unit Member's name, classification, range, and step, indication of payment of agency fee, APEA dues and EPIC deductions, date of hire, and termination date (if applicable).

Section 9 – Meeting Space.

Where there is appropriate available meeting space in buildings owned or leased by the Employer, this space may be used for meetings by APEA provided that a request is approved in advance pursuant to the rules of the department or the agency concerned. APEA agrees to pay any extraordinary costs incurred as a result of such usage.

Section 10 – Bulletin Boards.

Past practice with regard to bulletin boards shall continue.

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

2. Observance of holidays – A designated holiday will normally be observed on the calendar day on which it falls, except employees who are regularly scheduled to work on Monday through Friday will observe the preceding Friday when the holiday falls on Saturday, and will observe the following Monday when the holiday falls on Sunday. Normally only those employees designated in advance by appropriate supervision will be required to work on a designated holiday. When a designated holiday falls on an employee's scheduled day off, other than Saturday or Sunday, the day off may be rescheduled to another day within the work week.

ARTICLE XXXIV

LEAVE OF ABSENCE

Section 1 – 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, then, at the employee's option, to annual leave or 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 this section, the employee shall accumulate service credit during such paid leave of absence.

Section 2 – Leave to Attend APEA Business Functions.

The Employer shall grant annual leave or approved leave without pay to the employee officers of APEA to attend the following APEA business functions:

1. Executive Committee Meetings
2. Council Meetings
3. Annual Assembly
4. Annual Contract Formulation Meeting

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 on medical costs over \$5,000 and up to \$50,000 in any year, effective December 1, 1974.

ARTICLE XXXII

SOCIAL SECURITY

The Employer shall appoint a representative to serve on a committee with a representative from APEA. The committee shall conduct a study of the Social Security Retirement System as it affects employees of the State of Alaska. The committee shall determine the scope of the study.

ARTICLE XXXIII

HOLIDAYS

1. All employees shall be entitled to and compensated accordingly for all holidays listed in Article I, Section 2 of this agreement.

his standard rate of pay at the time of revocation of the employee's 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.

Section 2 -- Stolen or damaged property

Bargaining Unit Members shall not be responsible for stolen or damaged property except in case of proven negligence or deliberate act. This shall include the use of credit cards for any purpose or any other method of giving credit.

ARTICLE X

GRIEVANCE-ARBITRATION

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

STEP ONE: If there is an aggrieved employee, he shall first attempt to settle the grievance through discussion with his first level of supervision outside the bargaining unit.

STEP TWO: Failing to settle the grievance in accordance with *Step One*, the grievant shall then immediately reduce such grievance to writing on forms provided; such written grievance shall then be submitted to his first level of supervision outside the bargaining unit. A copy shall also be sent to the APEA representative who, along with the aggrieved employee and the supervisor shall attempt to settle the grievance.

STEP THREE: If the grievance is not settled within five (5) full working days after submission to the APEA representative and the Supervisor as set out in *Step Two*, the APEA representative shall immediately refer the grievance to the business representative of APEA and to the Commissioner or such other administrative head as may be the highest level supervisor of the department or agency in which the grievant is employed. The Commissioner of that department or agency shall answer the business representative within ten (10) days.

STEP FOUR: If the grievance cannot be settled as outlined in *Step Three*, within ten (10) days after the answer of the Commissioner is received the grievance may be submitted by APEA for settlement to the Commissioner of the Department of Administration. In the event the matter is settled by written agreement between the APEA representative and the Commissioner of Administration such written agreement shall have the same force and effect as a decision or award of the arbitrator and be final and binding on each of the parties and that they will abide thereby. Should either party fail or refuse to abide by the written agreement, the prevailing party shall be free to take whatever action it deems necessary and such action will not be considered in violation of this Agreement.

STEP FIVE: ARBITRATION • a grievance which involves the meaning or application of the express terms of this Agreement or a disciplinary grievance which has not been settled at *Step Four* may be submitted by APEA or the Employer to arbitration. The request for arbitration must be received within 30 days of the completion of *Step Four*. The parties will meet within five (5) days to strike names.

Within thirty (30) days of the signing of this Agreement, the Employer and APEA will jointly petition the United States Federal Mediation and Conciliation Service and request that a panel of five (5) qualified arbitrators be designated.

In the event that arbitration becomes necessary the board of arbitration will be composed as follows: One (1) member appointed by APEA, one (1) member appointed by the Employer, and the above two (2) will select the third (3) member by alternately striking from the United States Federal

It is necessary from time to time to recall Bargaining Unit Members who are not eligible for overtime and APEA agrees that an employee obligation exists.

(b) 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 makes him the most logical choice for the anticipated tasks. An amount equal to ten (10) percent of seven and one-half (7.5) times the employee's hourly base salary will be paid to an employee who is assigned to a standby roster for each calendar day or portion of a calendar day of such assignment. The daily rate of compensation shall include geographic and shift pay as may be appropriate.

Section 4 -- Continuous Hours of Work.

An employee shall not be required to work in excess of 15 hours within one twenty-four 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 (1.5) times the hourly base salary in addition to the applicable base salary for that holiday.

ARTICLE XXXI

HEALTH AND SECURITY

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:

ARTICLE XXIX

SHIFT ASSIGNMENTS

Shift assignments shall not be used for the purpose of disciplining employees and shall be made as equitably as practicable consistent with the needs of state government.

ARTICLE XXX

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 (37½) hours per week is overtime and shall be paid at the rate of time and one-half of regular pay.

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.

Section 3 – Recall and Standby.

(a) If a Bargaining Unit Member eligible for overtime is called back to work within four (4) hours after the completion of his shift he shall be paid at the appropriate overtime rate for actual hours worked. If he is recalled later than four (4) hours after completion of his regular shift the Bargaining Unit Member shall be entitled to a minimum of four (4) hours pay at the appropriate overtime rate. Provided that, should total call-back hours worked exceed four (4), the Bargaining Unit member shall receive pay at the appropriate overtime rate for all such hours worked.

Mediation and Conciliation Service list one (1) name at a time until only one (1) name remains on the list. The party requesting arbitration shall strike the first name. The name of the arbitrator remaining on the list shall be accepted by the parties as a voting chairman and arbitration shall commence on a date to be selected by the arbitrator.

The decision of such arbitrator shall be final and binding upon both parties. 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. In case of a discharge or disciplinary grievance, the arbitrator shall have the power to return the grievant to employee status with or without restoration of back pay, or mitigate the penalty as equity suggests under the facts. Expenses incident to his services shall be assigned by the arbitrator to the losing party. If in the opinion of the arbitrator neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable.

DISCIPLINARY GRIEVANCE: It is agreed that all grievances resulting from dismissal, demotion or single suspension in excess of thirty (30) days of a permanent employee covered by this Agreement shall be entered into the procedure at *Step Three*.

It is agreed that the above Grievance-Arbitration procedure shall be the sole method of settling disputes, differences or controversies arising between APEA or an employee and the Employer. It is further agreed that the parties covered hereunder shall be bound by any decisions, determinations, agreements or settlements which may be effectuated pursuant to invoking the Grievance-Arbitration procedure.

ARTICLE XI

NON-DISCRIMINATION

APEA agrees to continue to admit all Bargaining Unit Members to membership and to represent all Bargaining Unit Members without regard to race, religion, color, national origin, age, sex, physical handicap, political affiliation, or political belief.

ARTICLE XII

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.

Prior to enacting any change in the terms and conditions of employment, as established by this agreement, the Commissioner of Administration shall obtain the approval of APEA in the form of a Letter of Understanding. In addition, prior to enacting any change in the Personnel Rules, the Commissioner of Administration shall allow APEA a reasonable time to make a statement of its views and suggestions concerning the desirability of the proposed changes.

ARTICLE XIII

AVAILABILITY OF PARTIES TO EACH OTHER

APEA and the Employer agree to meet at reasonable times for 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.

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.

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 XXVII

EMERGENCY EMPLOYEES

It is understood that from time to time the Employer has a need to place emergency employees on the payroll. An emergency employee is one who is in pay status for no more than 60 days in any calendar year. It is agreed that an emergency employee is not a member of the bargaining unit and is therefore not covered under the terms of this agreement.

Further, it is agreed that the current Personnel Rule number 507.0 *Emergency appointments*, shall continue in full force and effect.

This Article shall not apply for emergency appointments to positions normally held by Bargaining Unit Members.

Emergency employees as defined in this Article shall appear on the monthly employee listings of all General Government employees as provided for in this agreement. Such listing shall designate by code which employees are emergency employees for that period of such listing.

ARTICLE XXVIII

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.

ARTICLE XIV

CONDITIONS NOT SPECIFICALLY COVERED

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

ARTICLE XV

SAVING CLAUSE

Section 1 – Violations.

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

Section 3.

Should this Agreement or any section or article be found not in compliance with federal regulations and where compliance with such regulations are required as conditions for the receipt and expenditure of federal funds, the Employer and APEA agree to immediately convene and renegotiate the agreement, section or article to comply with such regulations.

ARTICLE XVI

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 XVII

PARKING

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

(2) During the nine (9) month period immediately following the signing of this agreement, the Employer shall conduct a study into the alternatives available with regard to the development of a plan of more equitable distribution of parking spaces among employees. Prior to final determination by the Employer based on the study findings, a review of such study shall be conducted with APEA.

ARTICLE XVIII

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, and Federal elections, provided that the employee is unable, in the view of the Employer, to vote outside working hours.

4. No member of the panel may be a competitor or potential competitor for the position under review.

ARTICLE XXIV

DISCHARGE OR TERMINATION

Section 1 – Employee Notice.

The Employer agrees that with the exception of gross disobedience, dishonesty, 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.

Section 3 – Employer Notification.

Each permanent employee shall give the Employer two (2) weeks' notice before leaving his employment, unless mutually agreed beforehand between the Employer and APEA.

ARTICLE XXV

CLASS SPECIFICATION

Upon written request each bargaining unit member shall promptly be given a copy of their class specification.

ARTICLE XXVI

EXAMINATION OF RECORDS

An employee or temporary shall have the right to examine his own personnel file or files.

The APEA representative with the Bargaining Unit Member's written permission, shall have the right to examine an employee's or temporary's personnel file upon notification to the Employer. The Employer shall make available original or copies of the original records for examination by the APEA representative.

No secret files shall be kept on any employee or temporary.

ARTICLE XIX

CONDITIONS

B. Temporaries in the Bargaining unit employed for more than thirty (30) consecutive days will receive a written evaluation which will be reviewed by the rater with the employee. The evaluation is to become a part of the temporary's records.

Section 9 – Examination.

Upon application a Bargaining Unit Member shall receive written notice of his eligibility to sit for an examination. If he is not qualified he shall be fully informed of all specifications or requirements and those areas in which he is lacking sufficient experience or education to fulfill the standards set by the Division of Personnel. Upon the request of APEA, the Employer shall explain fully all criteria and the application of such criteria used in computing the training and experience rating score.

Section 10 – Waiver of Written Examination.

1. Every member of this bargaining unit who, after two (2) attempts, fails to pass a written examination necessary for qualification for permanent probationary status in that position and who has been functioning in that job classification in any capacity other than permanent-probationary and who has the support of his immediate supervisor, may request a review panel to determine his qualification for said position.

2. The review panel shall normally consist of one (1) member designated by APEA and one (1) member designated by the Director of Personnel. Failing to agree, either party may request the addition of a third (3rd) review panel member. Such third (3rd) review panel member shall have full voting rights on the panel.

3. The third (3rd) review panel member shall be selected from a list of five (5) individuals provided by the United States Federal Mediation and Conciliation Service. The parties shall then select a single name from such list by alternately striking names from the list; the party requesting the review shall strike the first name. Decision of the panel shall be binding. Each of the first two (2) parties will bear their own expenses. The expenses incident to the third panel member shall be borne entirely as designated by the third panel member. The review panel will have the authority to assign a passing test score.

Section 1 – Lunch Break.

A lunch break of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway of each shift. An additional lunch period of thirty (30) minutes shall be allowed when a Bargaining Unit Member works continuously for 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 if applicable. In the event that a Bargaining Unit Member is recalled within two hours of the termination of his normal shift he shall be granted a meal break in accordance with the other provisions of this paragraph.

Section 2 – Relief Period

All Bargaining Unit Members shall be allowed one (1) relief break during the first (1st) half of the shift and one (1) relief break during the second (2nd) half of the shift. APEA and the Employer shall mutually agree on reasonable rules governing the taking of such relief periods. When working other than the regular shift, relief periods shall be taken by the employees consistent with the above schedule.

Section 3 – Pay.

A. Pay Day

(1) Frequency of Pay Day

a. Once Monthly. The pay day for employees shall be the last working day of the month.

b. Twice Monthly. If an employee designates in writing that he prefers to be paid a mid-month draw, his pay day shall be the 15th day of the month and the last day of the month. If the 15th day of the month or the last day of the month falls on a Saturday, Sunday or holiday, then the last working day before such Saturday, Sunday or holiday shall be the pay day. Such mid-month draw shall be made in accordance with current regulations.

c. This subsection (1) *Frequency of Pay Day*, does not preclude the Employer's instituting a Statewide bi-weekly pay period.

(2) Method of Receiving Payment

a. Employees and temporaries will normally receive their pay at work. Employees and temporaries who are not at work by reason of being on leave or by being on travel status for a period anticipated to be five working days or less following pay day shall be considered to have been paid timely if they receive their pay on their first day back to work after such pay day. In cases where anticipated leave or travel status exceeds five days it shall be the responsibility of the employee to make alternate pay arrangements prior to departure.

b. Employees and temporaries may elect to have their checks mailed to their homes or banks. All mailed checks shall be considered as paid timely if received by the regular pay day or if postmarked four (4) days prior to the regular pay date.

(3) Penalties

Failure of the Employer to pay an employee or temporary as described above in (1) and (2) shall entitle the employee or temporary to wait time pay of \$40.00 for each twenty-four (24) hour period thereafter. The first weekend following the pay day upon which the check should have been received shall be excluded from wait time pay. Complaints regarding late pay shall be filed timely and in good faith.

B. Itemized Deductions

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

Section 5 – Subfills.

Any employee who, on or after the date of the signing of this agreement, is subfilling 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 personnel file. This report shall include all service an employee has had in this position whether or not this service was previous to the effective date of this agreement. The Employer agrees that upon request by an APEA representative, the Employer shall open a position currently being subfilled to competitive selection from among qualified applicants.

Section 6 – Promotion.

In an 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 – Probation.

The probationary period for employees at ranges 13 and below shall be six (6) months.

The probationary period for employees at range 14 and above shall be twelve (12) months.

Employees at ranges 14 and above who, in the judgment of the employer, have satisfied the requirements for completion of their probation may, at the discretion of the employer, be made permanent on the 16th day of any month following six months probationary service.

Section 8 – Performance evaluations.

A. Employees in this Bargaining Unit on probationary status will receive semi-annually written evaluations. Employees in permanent status shall receive annual evaluations which will be reviewed by the rater with the employee.

B. 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 new 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.

C. For purposes of interpretation, this is meant to include longevity steps as well as merit steps in meeting the minimum requirements of this section.

D. If the entire class is moved from one salary range to another because of a title and/or range change as opposed to a reclassification, the anniversary date of the employee shall remain unchanged.

E. 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 calendar days shall, retroactive to the first day, be paid at the step of the higher range that would be appropriate in case of promotion. This shall not apply to positions whose class specification requires 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 no less than the step occupied in the higher range or such higher step as may be determined by the Director of Personnel.

Section 4 – Voluntary Demotion.

An employee who receives a voluntary demotion shall be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable state service, or at such higher step that may be determined by the Director of Personnel. An employee who receives a voluntary demotion except through reclassification will continue to receive salary, merit and longevity increases received by other bargaining unit members.

C. Pay Shortages

The Employer shall verify pay shortages exceeding twenty (20) dollars within five (5) working days following the receipt of a dated and written complaint by the Bargaining Unit Member. In the event that a pay shortage is determined to exist, the Employer shall issue payment for the shortage within ten (10) working days of the date of verification. If not paid within the prescribed period, the Bargaining Unit Member shall be entitled to wait time pay of \$40.00 for each twenty-four (24) hour period, thereafter. Verified pay shortages of less than twenty (20) dollars shall be paid on the Bargaining Unit Member's next regularly scheduled pay check. Pay shortages of less than twenty (20) dollars shall not be subject to the penalty provisions of this paragraph.

D. Termination Pay

1. When a Bargaining Unit Member is terminated, his wages become due immediately and shall be paid within three (3) working days.

2. When a Bargaining Unit Member provides the Employer with a written two (2) weeks notice of termination, his wages become due immediately upon termination and shall be paid within five (5) working days.

3. The penalty for wait time pay to the Bargaining Unit Member as outlined in paragraphs 1 and 2 above shall be \$40.00 for each twenty-four (24) hour period thereafter. Postmark shall constitute date of pay.

E. Penalty Exclusions

The penalty provisions of this article shall not apply when the Employer is prevented from discharging its responsibilities due to the following causes: Acts of God, overt or covert acts of war, interruption of services due to riots or insurrection, acts of civil disobedience, concerted employee action, criminal acts against the Employer, accidents or disasters affecting air or surface transport in Alaska, or other conditions beyond the control of the Employer.

Section 4 – Accidents.

When an accident occurs which in the Employer's opinion is chargeable to an employee, the employee shall be notified of such chargeability before any action has been taken with respect to such chargeability. The employee shall have recourse through the grievance procedure beginning with the Commissioner of Administration level.

ARTICLE XX

TOOLS AND EQUIPMENT

The Employer shall not require an employee or temporary to furnish his own tools or work implements in order to perform State work.

ARTICLE XXI

SAFETY EQUIPMENT

It shall not be 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 XXII

POSITIONS— REALLOCATION UPWARD, AND INCUMBENTS

It is recognized that the Division of Personnel has the right to promulgate regulations regarding allocation or reallocation of positions.

Section 1 – Reviews.

(a) When, in the opinion of APEA, the duties and responsibilities of a position are inconsistent with the specifications of the class to which it is assigned, APEA may request that the employing department order a job review by the Classification and Pay section.

(b) Failing to secure such a review in this manner, APEA may make the request directly to the Chief of Classification and Pay.

Section 2 – Appeal.

APEA may appeal any findings of the Chief of Classification and Pay to the Director of the Division of Personnel who shall render his decision within 30 days.

ARTICLE XXIII

TRANSFERS, PROMOTIONS, DEMOTIONS

Section 1 – Lists.

A. A Bargaining Unit Member 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. A bargaining unit member's supervisor cannot have a bargaining unit member's name removed from an eligible list or transfer list.

B. Eligible lists, departmental promotion lists and interdepartmental promotion lists including final ratings, shall be open for inspection by an APEA representative.

Section 2 – Pay.

A. An employee who has served one-half or more 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 two steps, whichever is greater.

A G R E E M E N T

BY AND BETWEEN

**THE
STATE OF ALASKA**

**AND
ALASKA TRI TRADES
PUBLIC SERVICE COUNCIL**

COVERING

**LABOR, TRADES, AND CRAFTS
UNIT EMPLOYEES**

1975-1976



4. **GRANT-AIDED AGENCIES.** Employees subject to federal provisions regarding merit system requirements for Grant-in-Aid Agencies shall be subject to regulations developed by the Joint Hiring Committee provided for in Article IV of this Agreement. Regulations will be developed and implemented for those employees governing appointment, promotion, and layoff in accordance with federal merit system standards.

TERM OF AGREEMENT

1. This agreement shall become effective January 1, 1975, and shall remain in effect until December 31, 1976, and shall remain in effect thereafter from year to year unless either party shall give notice of their desire to renegotiate within sixty (60) days prior to the expiration of the contract.

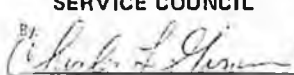

2. The contract may be reopened for negotiation of classification and wages, health insurance coverage, and sick leave. Negotiations will begin in November to expedite agreement by January 1, 1976.

3. In case of a delay in implementing the monetary terms of this agreement, the Employer shall be held free of any penalty pay or other punitive measure. Such immunity is to apply to all time prior to the date that is 30 days subsequent to the date upon which an appropriation, adequate and for the specific purpose, becomes law or all time prior to the date that is 30 days subsequent to determination by a court of competent jurisdiction that such implementation may legally be made.

4. This Agreement is executed this 4th day of September, 1975, by the duly authorized agents and representatives of the parties hereto.

**ALASKA
TRI TRADES PUBLIC
SERVICE COUNCIL**

**STATE
OF
ALASKA**

By  By 

Charles L. Garvin
Business Manager

Andrew S. Warwick
Commissioner

CONTENTS

Article	Title	Page
	Preamble	1
I	Purpose	2
II	Recognition	2
III	Union Activities	2
IV	Preferential Hiring Facilities	3
V	Union Responsibility	5
VI	Recognition of Rights and Functions of Mgmt.	5
VII	Protection of Rights	6
VIII	Discharge	8
IX	Grievance Procedure	9
X	Representatives	11
XI	Examination of Records	12
XII	Checkoff	12
XIII	Classification and Wages	13
XIV	Working Rules	22
XV	Travel and Moving	25
XVI	Remuneration	28
XVII	Conditions	29
XVIII	Holidays	31
XIX	Annual Leave	31
XX	Leaves of Absence	33
XXI	Safety and Liability	36
XXII	Seniority	40
XXIII	Health and Security	41
XXIV	Pension and Retirement	42
XXV	Sick Leave - Funeral Leave	42
XXVI	Miscellaneous	43
XXVII	Separability and Savings Clause	44
	Term of Agreement	46

conduct of the parties so long as such law, directive, order, rule or regulation shall remain in force and effect. In the event that this or any other agreement existing between the parties hereto, now or thereafter requires the approval of any government authority before becoming effective, the same will and shall be subject to such approval. Furthermore, it is mutually agreed that within thirty (30) calendar days after such provision or provisions become unlawful, the parties shall meet to discuss a modification of such provision or provisions to comply with the law. In all other respects, the provisions of this Agreement shall continue in full force and effect for the duration of this Agreement.

2. In the event of any conflict between this Agreement and any law, the terms of this Agreement supersede all laws, rules, regulations and orders in their application to the bargaining unit.

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that this Agreement is the entire Agreement and includes all collective negotiations during its term.

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

Should this Agreement or any section or article be found not in compliance with federal merit system standards, where such standards are required as conditions for the receipt and expenditure of federal funds, the Employer and the Union agree to immediately convene and renegotiate the Agreement, section or article to comply with such standards.

Inspector: An inspector shall be a qualified inspector possessing the required knowledge and experience to certify in writing the quality and quantity of items incorporated into the completed project. In all cases the use and designation of an inspector is a recognized sole management right.

Instrumentman: An instrument man shall be qualified to operate all types of surveying instruments and may supervise survey crews consisting of three (3) or fewer members.

Chainman: Chainman shall be a qualified chain and rodman.

Computer/Office Technician: An engineering technician shall be qualified in any or all of the various aspects of highway construction, design, or materials. He is differentiated from party chief, instrument man, chainman and Computer/Technician by the fact he has not been tested and qualified in these categories.

Engineer in Training: An engineer in Training is not a member of this bargaining group. He is a graduate engineer, in training for a supervisory position with the State. The State training program requires that these trainees receive on-the-job training during their two (2) year training program. Nothing in the agreement shall preclude these trainees from being assigned as they have in the past to various jobs as inspectors, party chiefs, and instrument men or computers for training purposes provided that no members of this bargaining group are laid off or replaced as a result of these assignments. Training Program shall be defined as working in addition to the regular crew.

ARTICLE XXVII

SEPARABILITY AND SAVINGS CLAUSE

1. Should it be determined that any article of this Agreement is unlawful, then such article:

EFFECT OF LAW

In the event that, now or hereafter, there is any directive, order, rule or regulation, provision or provisions of any Agreement between the parties, the same shall supersede such provision or provisions and thereafter shall govern and control the relations and

PREAMBLE

This Agreement is made and entered into this 4th day of September, 1975 by and between the State of Alaska, hereinafter referred to as the "Employer," and Alaska Tri Trades Public Service Council, hereinafter referred to as the "Union."

The Union consists of: Operating Engineers Local 302, International Union of Operating Engineers AFL-CIO; Laborers Local 71, Laborers International Union of North America, AFL-CIO; Teamsters Local 959, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America Independent; and affiliate unions.

The Union shall be the only collective bargaining representative recognized by the Employer under the terms of this Agreement. It is understood and agreed that the local unions making up the Alaska Tri Trades Public Service Council shall have no individual rights or authority in connection with Employer-Union relationships arising out of the terms of this Agreement.

WITNESSETH That

WHEREAS, it is the intent and purpose of the parties to set forth herein the entire Agreement covering hours of work, rates of pay, and conditions of employment between the parties; and

WHEREAS, the Employer and the Union jointly agree to perform faithfully the obligations imposed by this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

ARTICLE I

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

ARTICLE II

RECOGNITION

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

ARTICLE III

UNION ACTIVITIES

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

4. In the event of a death in the employee's immediate family, the employee shall be allowed up to five (5) working days off without loss of pay — from and including the date of death; to and including the date of the funeral — for the purpose of attending the funeral. Immediate family shall be defined as spouse, son, daughter, mother, father, sister, brother, mother-in-law or father-in-law. Funeral-leave time shall be deducted from accumulated sick leave.

5. Upon the death of an employee, any unused sick leave balance shall be paid in cash to his beneficiaries at his regular pay rate.

ARTICLE XXVI

MISCELLANEOUS

1. It is agreed between parties that the Occupational Safety Compliance Officers under the agreement shall be required to meet minimum qualifications established by the State as well as being required to pass any examinations to be considered for employment. The certifications of eligibles and selection procedures shall continue in force in the same manner used prior to coming under the jurisdiction of the contract. It is further agreed that effective upon date of acceptance, and not before, overtime worked will be computed into legal compensatory time, or will be computed at the appropriate overtime rate. Compensatory time shall be computed at the rate provided for in this agreement.

2. It is agreed and understood that any employee of the Labor, Trades and Crafts Unit falling under the recent decision of the Alaska State Supreme Court regarding prior service credit will be treated equally with any other State employee so affected until January 1, 1974, at which time the provisions of Article XIII, Section 3 of the Agreement signed March 22, 1974, apply.

3. JOB DEFINITIONS

Party Chief: A party chief shall be a qualified surveyor supervising a party of four (4) or more members.

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

ARTICLE XXIV

PENSION AND RETIREMENT

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

ARTICLE XXV

SICK LEAVE - FUNERAL LEAVE

1. Employees' sick-leave credits shall accrue at the rate of one and one-fourth (1 1/4) days per month or majority fraction thereof; sick leave pay shall be based on the employee's actual scale of wages.

2. Employees with three-day sick leave and under shall not be required to furnish a doctor's certification before returning to work unless there is reason to believe malingering is involved. Any employee with more consecutive sick leave days than specified above may be required to furnish a doctor's certificate to the Employer, certifying that the employee was physically unable to perform his duties. Any employee who abuses the sick-leave privilege is subject to disciplinary action.

3. The employee shall be allowed time off without loss of pay for time spent off the job while under the care of a dentist, for such treatment as provided under the health and welfare plan. Such time off shall be deducted from the employee's accumulated sick-leave credit account in increments of not less than one (1) hour with a minimum of two (2) hours for any one appointment. To be eligible for such sick leave pay, the employee shall notify the Employer not less than one (1) day in advance of such appointment. However, in cases of emergency, the employee need not give notice to the Employer, but must show evidence of such emergency upon return to work. Upon completion of such appointment or series of appointments, the employee shall provide the Employer with a dentist's certificate, in a form acceptable to the Employer, that shall contain the date and hour of when such appointment or series of appointments were scheduled and completed.

ARTICLE IV

PREFERENTIAL HIRING FACILITIES

1. The Union agrees to maintain preferential hiring facilities for the purpose of soliciting qualified workmen in order to fill all requisitions. The Employer agrees to use such services and will call upon the Union to furnish all the qualified workmen required in the classifications herein from among the most qualified.

2. The parties to this Agreement shall create a joint hiring committee, within thirty (30) days of the signing of this contract, composed of not more than two (2) Employer representatives, and not more than two (2) Union representatives to supervise and control the operation of the job referral system herein. The joint hiring committee is empowered:

a. To establish any and all rules and regulations from time to time that it deems advisable for the operation of the job-referral plan.

b. To hear and determine any and all disputes or grievances arising out of work registrations, work referrals and the preparation of the referral-registration lists. Any applicant or registrant shall have a right of appeal of any dispute or grievance arising out of and relating to the operation or functioning of the job referral plan to the joint hiring committee.

The joint hiring committee shall provide in the rules and regulations of the job referral plan for an appeal to an impartial umpire whenever the joint hiring committee reaches a deadlock over a dispute. The impartial umpire shall be designated by mutual agreement of the parties, and if they shall be unable to agree upon the impartial umpire, he shall be selected in the manner provided under the disputes provision of this Agreement. The authority of the impartial umpire shall be limited to interpreting and applying the rules and regulations of the joint hiring committee. All decisions of the joint hiring committee or the impartial umpire shall be final, binding and conclusive on all parties including applicants.

If any questions arise as to the qualifications and competency of an applicant for registration as to special skills or ability, the joint hiring committee shall make the determination. Such determination shall be fair and impartial without regard to applicant's membership or nonmembership in the Union.

3. Selection of applicants for referral to jobs shall be nondiscriminatory, and shall not be based on nor affected by race, creed, color, age, sex, national origin, or political affiliation or activity. The Union agrees that it will not discriminate against non-Union workmen in referring workmen to the Employer, and the Employer agrees that he will not discriminate against Union workmen in selecting job applicants referred to him by the Union.

4. The parties recognize the primary importance to employ citizens of Alaska. Both the Union and the Employer shall give first preference to qualified residents of Alaska. Also, preference shall be given to qualified residents in the immediate area of the job call.

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

6. In the event the Union is unable to supply the Employer with qualified workmen within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) when called upon by the Employer, the Employer may procure workmen from other sources; provided, however, that in such instances the Employer shall promptly furnish the Union with the names of such workmen, their classification and date of hiring. In any emergency resulting from an act of God or natural disaster, the Employer may temporarily procure workmen from any source.

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

Union and the Employer.

4. If the Employer should reclassify any employee to a position outside the bargaining unit, the employee shall be entitled to one (1) year's grace without loss of seniority.

5. Extra employees shall not be given preference over regular employees for overtime under any conditions, unless mutually agreed upon by both the Union and the Employer.

6. Seniority shall be terminated and the Employer-Employee relationship shall be severed by the following conditions:

a. proper discharge;

b. layoff of twelve (12) months duration;

c. resignation;

d. failure to return from leave of absence, vacation or seasonal layoff on agreed date, unless approval has been obtained from the Employer, emergencies excepted, unless otherwise mutually agreed upon by both the Union and the Employer;

e. transfer to a new duty station (an employee may not be compelled to accept a transfer).

7. Overtime shall not be compulsory, excepting in dire emergency, and shall be distributed as evenly as possible among those employees desiring to work the overtime. Unless otherwise mutually agreed upon by both the Union and the Employer, straight seniority shall govern on the rights of refusal.

ARTICLE XXIII

HEALTH AND SECURITY

1. The Employer agrees to pay all insurance premiums for all permanent employees, their spouse and dependents for health, dental and audio-visual insurance at the level of coverage afforded employees on the date of signing. Permanent part-time employees will likewise be covered but not their dependents or spouse.

ARTICLE XXII

SENIORITY

1. Duty-Station seniority shall be established as follows: duty stations shall be determined by work locations. These work locations are to be categorized by location, by department, by sections within divisions within that department.

It is further mutually agreed that promotions shall be initiated by posting of a job announcement at the job location for ninety-six (96) hours. Postings of job openings shall be retained at the duty station for six months.

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

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

2. Layoffs, including layoffs caused by the elimination of jobs, shall be made in reverse order of duty station seniority from among those in the classification in which the layoff occurs. If the person laid off in the classification holds seniority in a lower classification, he may be returned to that classification if he is not least senior of that group and will assume the wage level of the classification to which he is moved. When an employee is promoted, he retains his seniority in the classification he left for a period of three years, and if he has not returned to that classification he loses any accumulated seniority in that classification. When an employee is returned to a lower classification he shall retain his seniority at the higher classification.

3. Promotions, including promotions to newly created jobs, shall be made in order of seniority, provided the employee is equally qualified and competent for the proposed classification with all other employees in said classification and when mutually agreed upon by both the

8. **INTRODUCTION OF NEW EMPLOYEES.** Each new employee within the bargaining unit shall be informed as to the identity of the Union Steward, Chief Job Steward or Union Representatives by the Supervisor in the activity to which such employee will be regularly assigned as soon as possible. Each employee transferred from a section or shift shall likewise be informed.

ARTICLE V

UNION RESPONSIBILITY

1. The Union assumes all obligations and responsibility for the continued membership of its members and the Union shall retain the right to discipline its members. No workman shall be discriminated against for the upholding of Union principles, and any employee who works under the instructions of the Union or who serves on a committee shall not lose his position or be discriminated against for this reason.

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

3. The Union agrees that it will actively combat absenteeism and other practices which may hamper the Employer's operation and that the Union will vigorously support the Employer in efforts to eliminate waste and inefficiency, to improve the quality of workmanship and to promote good will between the Employer and employees.

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

ARTICLE VI

RECOGNITION OF RIGHTS AND FUNCTIONS OF MANAGEMENT

1. Except as provided in this Agreement, nothing herein limits the Employer in the exercise of the rights of ownership and management. Accordingly, the Employer has, among others, the right: to select its supervisory personnel

(supervisors as defined by the Alaska State Labor Relations Agency); to hire new employees, to discipline, suspend or discharge employees for cause; to decide and determine and designate all occupational classifications it has to offer its employees, to make such rules and regulations as the Employer considers necessary or advisable for the orderly and efficient conduct of its operations and to require employees to observe such rules and regulations; provided, however, the exercising of the aforementioned rights is not inconsistent with the provisions of this Agreement.

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

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

ARTICLE VII

PROTECTION OF RIGHTS

1. **PICKET LINE.** It shall be a violation of this agreement and it shall be cause for disciplinary action in the event an employee refuses to go through or work behind any primary picket lines unless such line is sanctioned by the Alaska Tri Trades Public Service Council and the participating International Unions (International Union of Operating Engineers; Laborers International Union of North America; Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America Independent; and affiliate unions). The Employer specifically retains all of its rights under AS 23.40.200.

2. **STRUCK GOODS.** It shall not be a violation of this agreement, and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which the Employer undertakes to perform as an ally

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

9. **SHELTER REQUIREMENTS.** Warm and adequate shelter shall be provided for employees by the Employer in which to dry their clothes and eat their lunches.

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

11. **DRINKING WATER.** Cool, clean drinking water in sanitary containers and disposable cups will be provided in adequate supply in close proximity to workers at all times.

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

13. ACCIDENT BOARD

a. Notification of all accidents concerning lost time, \$200.00 or more property damage, suspension and reprimand, injury or fatality will be made to the Union office. An accident board shall be convened in such cases and will consist of two (2) members chosen by the Union District Office representative and two (2) members chosen by the Department involved. The accident board shall investigate such accidents and shall render a decision as to whether it is a chargeable or non-chargeable accident within seven (7) days following the convening of the accident board. If disciplinary action is taken prior to the convening of the accident board, the accident board shall have authority to adjust the action taken and order back pay. The recommendations of the accident board shall be followed, unless they are deadlocked, in which case the dispute shall be referred to a fifth (5th) disinterested party mutually chosen by the Union, District Office and the Department involved whose decision shall be final and binding.

e. immediate transportation must be provided seriously injured or ill employees, and such transportation must have precedence over all other transportation.

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

3. SANITARY REQUIREMENTS

a. Where temporary camp housing is furnished, each man shall be allowed housing of approximately sixty (60) square feet of floor area and shall be furnished bedding and a weekly change of linen. Shelter-wells and similar structures shall require approximately ninety (90) square feet of floor area per man. Adequate closet or locker space shall be provided each man, and where more than two (2) men are housed in a single room, a locker and keys or lockat closet shall be provided each man. There shall be no more than four (4) men housed in a standard 16' X 24' shelterwell. Room attendants shall be required to sweep floors and tidy rooms daily, excluding Sundays and holidays, and one (1) day each week shall give each room a general cleaning, including antiseptic treatment of floors. The Employer shall furnish an adequate number of washers and dryers, both in camp and in facilities arranged for through a third (3rd) party. However, employees covered by this Agreement shall be entitled to as favorable camp conditions as other employees employed on the project. Alberta or equal quality trailer camps are acceptable, providing the patented or similar covered walkways are installed.

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

of any Employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or person on strike. Nor shall the exercise of any rights permitted by law be a violation of this Agreement, unless such exercise is precluded by this Agreement.

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

4. SUBCONTRACTING AND LEASED EQUIPMENT.

a. **SUBCONTRACTING.** The Employer agrees that in each case in which the Employer enters into new or renewed contracts involving the performance of work covered by this agreement, the contractor shall agree to pay the State scale for such work plus the additional hourly rate established in Article XIII, Section 9, of this agreement as in lieu of benefits. It is agreed that the above-mentioned "in lieu of" amount may be reduced by the amount of the cost of benefits paid by the contractor.

b. **LEASING, RENTAL, ETC.** All drivers and operators of owned, leased or rented equipment used in operations covered by this Agreement shall be employees of the Employer or members of a union consistent with the kind of work to be performed.

c. Subsections (a) and (b) of this section shall pertain only to towns and cities of over 2500 population.

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

6. **REVOCAION 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 hourly rate of pay at the time of revocation of the employee's license for the entire period of revocation of the license, and the employee shall be reinstated to the seniority he held prior to revocation of his license, after his license is restored.

7. The parties agree that there shall be no strikes or lockouts during the life of this agreement, except as provided in Article IX, Section 2, Paragraph (c).

ARTICLE VIII

DISCHARGE

1. The Employer retains the right to discharge a permanent employee for just cause such as incompetence, unsatisfactory performance of duties and unexcused absenteeism. The Employer further agrees that the Union Office in the employee's district shall be notified forty-eight (48) hours prior to written notice to the employee or the reason for such discharge. A copy of the notice to the employee will be forwarded to the District Office of the Union. The Employer further agrees that with the exception of drunkenness, dishonesty, gross disobedience or abandonment of duties, all permanent employees shall be given two (2) weeks notice or two (2) weeks pay prior to discharge.

All permanent employees shall give the Employer two (2) weeks notice in writing, except in emergencies, before leaving his employment. The subsequent referral of an employee not meeting this requirement may be refused by the Employer for a ninety (90) day period commencing on the last working day of the employment period for which the required two (2) weeks notice was not received.

2. **TERMINATION SLIP.** It shall be mandatory that the Employer furnish each employee a termination or layoff slip showing the actual reason for termination.

4. Not more than ninety (90) days after the signing of this Agreement, a safety committee composed of equal representation from the Employer and the Union or designated employee representatives shall be created by the Employer to inspect all tools and equipment, review safety programs and training, and enforce safety practices and regulations. The safety committee shall have the specific authority to deny the department concerned the right to operate equipment until the safety committee has approved equipment and conditions as being safe. The safety committee shall have the right to recommend disciplinary action for any employee who habitually disregards safety practices and regulations.

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

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

7. SPECIAL FIRST-AID REQUIREMENTS

a. The Employer will keep and maintain fully-equipped standard first-aid kits (as prescribed by the National Safety Council). Where equipment for isolated crews who are working remote areas or in areas where first-aid kits are not immediately available, such kits shall be provided and be accessible on each machine and/or for each crew.

b. Every foreman or leadman in the bargaining unit shall have a current state-approved first-aid card.

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

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

ARTICLE XXI

SAFETY AND LIABILITY

1. a. All permanent equipment mechanics in Wage Groups 3 and 4 will be required to furnish their own hand tools up to but not including socket sets of $\frac{3}{4}$ " drives. The employees will receive a monthly tool allowance of twenty-five dollars (\$25) to be paid semi-annually, effective the first of the month of the signing of this Agreement. Electronics Technicians will be paid ten dollars (\$10) per month and furnish all hand tools exclusive of complex testing equipment consistent with this section.
 - b. No employee shall be discriminated against or disciplined in any manner because of refusal to work with, operate, or ride in unsafe equipment. Such refusal must be evidenced by a written report of the unsafe condition by the employee. If subsequently the equipment is deemed to be safe by the Safety Committee, disciplinary action may be taken by the Employer.
2. All work should be executed in a safe manner. The "Alaska State Safety Code" and "OSHA" regulations shall serve as minimum standards.
 3. Safety devices and first-aid equipment, as may be needed for safety and proper emergency medical treatment, shall be provided for by the Employer. Each employee shall be responsible to account for the tools, protective clothing and equipment so supplied, ordinary wear and tear excepted. Non-expendable tools or protective clothing which become lost, damaged or stolen through the employee's proven negligence or deliberate act shall be replaced or paid for by the employee.

The Employer shall furnish such safety equipment and protective clothing as is necessary for the safety of the employees.

3. For the purpose of this Agreement, "cause" as related to discharge for cause for employees other than permanent, shall mean: incompetence, unsatisfactory performance of duties, unexcused absenteeism, as well as drunkenness, dishonesty and gross disobedience, it being understood that such rules shall be posted for the benefit of the employees. Discharge slips shall contain the specific reason for discharge.

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

ARTICLE XIX

GRIEVANCE PROCEDURE

1. Any grievance arising under the terms of this Agreement shall be handled in the following manner:
 - a. The employee shall report in writing (except for remote areas) to the Steward or designated representative of the Union any grievance that arises between the employee and the Employer. The designated representative will attempt to resolve the matter between the parties on the job immediately.
 - b. Failing to agree, the Steward shall report the matter to the Union, and the Union shall attempt to settle the matter with an Employer's representative (Commissioner or his designee of department concerned). In the event the matter is settled by written agreement between the Union representative and the head of the department concerned, with the concurrence of the Commissioner of Administration, such written agreement shall have the same force and effect as a decision or award of the arbitrator (under 2 c) and shall be final and binding on each of the parties and that they will abide thereby. Should either party fail or refuse to abide by the written agreement, the

prevailing party shall be free to take whatever action it deems necessary, and such action will not be considered in violation of this Agreement.

c. If the grievance cannot be settled as outlined in (b) above within four (4) working days after the grievance is presented by the Union to the Employer, the grievance shall be submitted by the Union for settlement to the Commissioner of the Department of Administration. In the event the matter is settled by written agreement between the Union representative and the Commissioner, such written agreement shall have the same force and effect as a decision or award of the arbitrator (under 2 c) and shall be final and binding on each of the parties and that they will abide thereby. Should either party fail or refuse to abide by the written agreement, the prevailing party shall be free to take whatever action it deems necessary, and such action will not be considered in violation of this Agreement. If the grievance cannot be adjusted within ten (10) days, either party may submit the grievance to arbitration as outlined in Section 2 of this Article.

d. Any grievance that arises between the employees and the Employer shall be submitted to the Union within sixty (60) days to be eligible to receive the assistance or attention of the Union, excepting a dismissal or suspension grievance which must be brought to the Union's attention within ten (10) days after the date of termination.

2. ARBITRATION

a. Within thirty (30) days of the signing of this Agreement, the Employer and the Union will request from the American Arbitration Association, 140 West 5th St., New York, NY 10020, the names of seven (7) 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 Union, one (1) 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

subpoenaed by a party other than the Employer, the employee will not be compensated if the employee, the Employer or the Union is a party in the case, or if the employee has any direct interest or financial interest in the case. Differential payment shall be made so long as such jury duty or court appearance continues only upon presentation of documentary proof of jury duty or court appearance and the payment received therefore. Continuous-service credit and duly established seniority privileges will accumulate during such leave.

6. **ELECTIONS.** If the Employer has so placed an employee that he is unable to vote on his off-duty time, it shall be the responsibility of the Employer to provide time and transportation during normal working hours, without loss of pay to the employee, for each permanent employee to vote in federal, state, city, borough, and Union elections.

7. **MATERNITY LEAVE.** Immediately preceding and following childbirth, a female employee is entitled to take a total of nine (9) weeks' leave. This leave shall be charged first to sick leave and if this is insufficient, to 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.

8. **ADMINISTRATIVE LEAVE.** Administrative leave shall be granted a mutually agreed upon number of state employee members of the Labor Trades and Crafts Unit negotiating committee for a reasonable time necessary for the conduct of contract negotiations.

bargaining unit, as approved by the attending physician, because of disabling illness or injury, shall upon request receive a leave of absence without pay up to twelve (12) months but with service credit and seniority accumulating. If the disability continues beyond twelve (12) months and the employee has not returned to work, his service credit and seniority will be broken and terminated, unless otherwise mutually agreed by the Union and Employer.

3. OTHER APPROVED ABSENCE. Permanent employees may be granted a leave of absence without pay for death in the family, quarantine, marriage or voluntary service with a government agency. Leaves of absence may also be granted for other miscellaneous reasons. Application for such approved absence should be made to the immediate supervisor in accordance with the provisions of this Agreement, in accordance with Article V.

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.

An employee of the State who is a member of a reserve component of the United States Armed Forces, National or Alaska Guard or Naval Militia, is entitled to a leave of absence without loss of pay, time, or performance rating, on all days during which he is ordered to training duty, as distinguished from active duty, with troops or at field exercises or for instruction. The leave of absence may not exceed sixteen and one-half (16½) working days in any calendar period beginning January 16 and ending January 15.

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 (7½) hour days per week, computed at his established basic hourly wage rate. However, when

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 decision 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 to change an existing wage rate or to establish a new wage rate, but may provide retroactivity. The arbitrator's award will be made within ten days of the arbitration hearing unless other arrangements are made. 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.

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 expenses 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 X

REPRESENTATIVES

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

2. In addition to the above, the Union may, upon written notice to the Employer, authorize Shop Stewards from among the employees of the Employer to carry out the intent and purposes of Articles VIII and IX.

ARTICLE XI

EXAMINATION OF RECORDS

The Union representative shall have the right to examine specific employee's records pertaining to wages, hours and conditions covered by this Agreement. The Employer shall make available original or copies of the original records for the examination by the Union representative, upon eight (8) working hours' written notice from the Union to the state office where the record is available.

ARTICLE XII

CHECKOFF

Whenever an employee coming under the terms of this Agreement executes and delivers to the Union, who will deliver to the Employer, a proper written assignment for the deduction of Union dues and initiation fees from his wages, and the financial secretary of the Union notifies the Employer that such Union dues are due, the Employer agrees to make such deductions within thirty-one (31) days from the date of the notification to remit to the Union the amount so deducted from each. The parties agree that the Employer will deduct in dues an additional ten cents (10¢) per hour provided such additional deduction is authorized by the employee. The Employer agrees to provide to the Union once each month a list of employees showing the amounts deducted from each. This list will also include all employees and their classifications working under the jurisdiction of this Agreement. No other employee organization shall be accorded payroll deduction privileges with regard to this bargaining unit.

All dues and initiation fee assignments executed by employees shall be effective for as long as such employee is employed by the Employer in classifications coming within the purview of this Agreement. However, assignments may be cancelled by an employee who gives notice in writing to the Employer within the ten (10) day period immediately preceding the first or subsequent anniversary date of this Agreement.

6. All vacation time accumulated prior to the effective date of this Agreement may be retained and used at the employee's discretion, following established leave-requirement provisions.

7. Vacations may be taken at any time with the permission of the employer whenever business permits, except for terminations or retirement.

8. a. Each employee shall take at least ten (10) days annual leave during each calendar period beginning January 16th and ending January 15th of the succeeding year. Should circumstances cause the employer to refuse the employee any opportunity to take the full ten (10) days, any unused portion of the ten (10) day mandatory leave shall not be deducted from the employee's leave balance at the end of the calendar year.

b. Annual leave accrued but not used shall accumulate to a maximum of sixty (60) days on January 15 of any calendar year. If an employee would have, as of January 15, an amount of leave in excess of sixty (60) days the employer may, after consultation with the employee, schedule such leave in excess of sixty (60) days.

c. If an employee has an amount of annual leave in excess of sixty (60) days as of January 15, such amount in excess of sixty (60) days shall be paid in cash.

ARTICLE XX

LEAVES OF ABSENCE

1. **APPLICATION FOR LEAVES OF ABSENCE.** No application for a leave of absence, as described in this article, will be considered, unless it is applied for in writing and presented to the employee's immediate supervisor for his approval.

2. **TEMPORARY ABSENCE FOR DISABILITY, ILLNESS OR INJURY.** A permanent employee who shall be found and certified by a medical doctor to be unable to perform his regular assigned or alternate duties within this

prior to the time that a vacation is taken, shall receive credit for one and one-quarter (1¼) days per month for each month worked from the inception of his employment and shall receive pay for the amount of credits so accumulated. After an employee has worked for a period of two (2) years, Section 2 of this provision shall apply.

2. Employees with two (2) years or more employment shall start accruing one and three-quarter (1¾) days per month from the beginning of the third (3rd) year of employment. Any employee who has worked over the two (2) year period, but who terminates prior to the time that a vacation is due, shall receive credit for one and three-quarter (1¾) days per month for each month worked from the beginning of the third (3rd) year of employment and shall receive pay for the amount of credits so accumulated.

3. Employees with five (5) years or more employment shall start accruing two (2) days per month from the beginning of the sixth (6th) year of employment. Any employee who has worked over the five (5) year period but who terminates prior to the time that a vacation is due shall receive credit for two (2) days per month for each month worked from the beginning of the sixth (6th) year of employment and shall receive pay for the amount of credits so accumulated.

4. Employees with ten (10) years or more of employment shall start accruing two and one-half (2½) days per month from the beginning of the eleventh (11th) year of employment. However, any employee who has worked over the ten (10) year period but who terminates prior to the time that a vacation is due, shall receive credit for two and one-half (2½) days per month for each month worked from the beginning of the eleventh (11th) year of employment and shall receive pay for the amount of credits so accumulated.

5. **EXTENDED VACATION LEAVE.** Any employee desiring extended vacation leave shall secure written permission from both the Employer and the Union. Such extended vacation leave without pay shall not exceed fifteen (15) working days in any year. The employee may not accept any other type of employment under a Tri Trades Labor Agreement while on vacation or extended leave. Proven violation of this section will subject the employee to termination.

ARTICLE XIII

CLASSIFICATION AND WAGES

1. a. Effective date of acceptance the Employer agrees to be governed by the following schedule of wages and working conditions. In the event that work done places the employee in one or more of these classifications when so directed by the Employer, then the Employer agrees to pay such employee according to the highest rated classifications worked provided the employee works for a minimum of three hours at a higher rated wage grade at the direction of the Employer, he shall be paid at the higher wage grade for the entire shift. When an employee is requested to work in a lower wage group due to a temporary fluctuation in work he shall receive his regular rate of pay for all such lower rated work performed.

b. Beginning July 1, 1975, the following shall be the schedule of wages to be paid those employees who are on the payroll of the Employer on August 1, 1975.

	A	B
Wage Group IA	\$10.47	\$12.80
Wage Group I	9.87	12.06
Wage Group II	9.27	11.32
Wage Group III	8.57	10.58
Wage Group IV	7.97	9.84
Wage Group V	7.47	9.20
Wage Group VI	6.97	8.56
Wage Group VII	6.57	8.03
Wage Group VIII	6.17	7.50
Wage Group IX	5.77	7.08
Wage Group X	5.37	6.44

The Job Classifications are as follows:

Wage Group IA
 Airport Maintenance Foreman
 Engineering Technician VIII
 Occupational Safety Compliance Officer

Wage Group I
Highway Maintenance foreman
Automotive Shop Foreman
Building Maintenance Foreman
Equipment Operator Foreman
Electrician Foreman
Electronic Technician Supervisor
Engineering Technician VII

Wage Group II
Highway Maintenance Foreman
Maintenance Mechanic
Electrician
Aircraft Sheet Metal Mechanic
Engineering Technician VI
Safety Consultant
Electronic Technician

Wage Group III
Mechanic Leadman
Equipment Operator
Heavy Duty Mechanic
Driller
Trades Leadman
Cook IV
Engineering Technician V
Materials Lab Technician III
Partsman II
Stationary Fireman III
Aircraft Mechanic
Party Chief
Traffic Control Technician

Wage Group IV
Mechanic
Maintenance Man
Equipment Operator
Plumber
Driller
Painter
Carpenter
Stationary Fireman II
Instrumentman
Inspector III
Highway Engineering Technician V
Matts Lab Technician II
Storekeeper III
Sign Painter

ARTICLE XVIII

HOLIDAYS

1. HOLIDAYS RECOGNIZED ARE:

New Years Day	Lincoln's Birthday
Memorial Day	Seward's Day
Washington's Birthday	Independence Day
Labor Day	Alaska Day
Veterans' Day	Thanksgiving Day
Christmas Day	

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

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

3. **PAY FOR DESIGNATED HOLIDAYS.** Any of the above-designated holidays, when not worked by an employee, shall be paid at the rate of seven and one-half (7½) hours at straight-time pay. An employee who is required to work on any one (1) of the designated paid holidays shall be paid time and one-half for hours worked plus holiday pay as designated above.

ARTICLE XIX

ANNUAL LEAVE

1. Employee's vacation-time credits shall accrue from the date of employment at the rate of one and one-quarter (1¼) days per month or majority fraction thereof for a period of two (2) years. Vacation-time credits, however, shall not be allowed to any employee whose term of employment is less than sixty (60) days. However, any employee who has worked over the sixty (60) day period but who terminates

a. **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 and shall include the number of straight-time hours, overtime hours, dues deductions and basic rate per hour paid.

b. All mailed checks shall be considered paid timely if postmarked four (4) days prior to the due date.

4. **PAY SHORTAGES.** Verified pay shortages shall be paid promptly after receipt of the employee's complaint in accordance with Article XVII, section 3, and no later than fifteen (15) days after the written complaint is received on forms provided by the State. If not paid within the prescribed period, the penalties as set forth in Section 3 above shall apply.

5. **TERMINATION PAY.** When an employee is terminated, his wages become due immediately and shall be paid during business hours no later than the fourth (4th) working day after termination. If not paid within the prescribed period, the penalties set forth in Section 3 shall apply. Provided, however, if the employee voluntarily terminates without two (2) weeks prior notice, the penalties set forth in Section 3 shall not apply until after the following pay period.

6. Any penalty on late pay conditions for any employee shall result in the employee receiving no more than seven and one-half (7½) hours pay per day in penalty or late pay for any one claim.

7. When the Employer prepares a written Performance Evaluation Report on an employee, the employee shall, at his option, have a union representative present during the discussion of said evaluation.

The Employer agrees that, upon completion of the discussion of the Performance Evaluation Report with the employee, the evaluation will be signed by both the employee and the rater. Upon completion of the discussion and signing by both parties, the employee will be given his copy at the meeting. The employee's copy, without further written comments or signatures, shall constitute the written evaluation.

Wage Group V

- Maintenance Man
- Equipment Operator
- Driller
- Engineering Technician IV
- Inspector II
- Highway Engineering Technician IV
- Housekeeping Supervisor
- Partsman I

Wage Group VI

- Equipment Operator
- Labor Foreman I
- Cook III
- Electron. Technician Assistant
- Materials Lab. Technician I
- Storekeeper II
- Head Chainman
- Groundsman Supervisor

Wage Group VII

- Equipment Serviceman
- Equipment Operator
- Trades Helper
- Cook II
- Engineering Technician III
- Inspector I
- Equipment Dispatcher
- Groundsman
- Highway Engineering Technician III
- Materials Lab. Technician Aide II
- Stockhandler
- Rear Chainman
- Laundry Supervisor

Wage Group VIII

- Laborer
- Building Custodian
- Storekeeper I
- Assistant Groundsman
- Custodial Worker II
- Laundry Worker II
- Housekeeping Aide III

Wage Group IX
Cook I
Clothing Clerk
Engineering Technician II
Highway Engineering Technician II
Senior Food Service Worker
Matls Lab Technician Aide I
Janitor

Wage Group X
Custodial Worker I
Housekeeping Aide I
Laundry Worker I
Food Service Worker

c. New employees will enter the schedule at step A and shall remain in that step for 120 calendar days, at which time the employee shall be placed in step B. Employees who are in probationary status on the date of signing of this agreement shall move to step B ninety (90) days after signing of the agreement. All permanent employees shall be placed at step B.

d. **RETROACTIVE PAY.** All employees on the payroll of the Employer on August 1, 1975, shall receive a lump sum settlement of seventy-five cents (75¢) for each hour worked in the unit during the period January 1, 1975, and June 30, 1975.

Those employees in the Department of State Operated Schools who were terminated or laid off from State employment as a result of Chapter 124 SLA 1975, or of the dissolution of On-Base Schools, shall be deemed eligible for retroactivity granted by this section. Those who are still employees of the Employer but prior to August 1, 1975, are on layoff status, shall be entitled to the schedule of wages and retroactive pay only upon recall to active pay status with the Employer.

2. **JOB CLASSIFICATIONS.** The specifications of job classifications regarding skills, abilities, experience, work requirements and duties shall be established by the Employer and shall be based on NLRB determinations.

It is understood the Employer will have need for employees with special skills and abilities. The Union agrees to refer persons possessing such skills and abilities and to honor all such bona fide requests.

ARTICLE XVII

CONDITIONS

1. **LUNCH BREAK.** A lunch period of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway of each shift. When the employee is scheduled to work at least three days on a ten (10) hour shift the lunch period shall be taken after approximately five (5) hours. If the shift exceeds the scheduled ten (10) hours the employee shall be entitled to an additional meal period with pay at the appropriate overtime rate not to exceed one-half (½) hour. The same principle shall apply to shifts of eleven and twelve hours.

2. **RELIEF PERIOD.** All employees shall be allowed one (1) relief break not to exceed fifteen (15) minutes in duration during the first (1st) half of the shift and fifteen (15) minutes during the second (2nd) half of the shift. The Union and the Employer shall mutually agree on reasonable rules governing the taking of such relief periods as provided herein. When working other than the regular shift, relief breaks shall be taken consistent with the above schedule.

3. **PAY DAY.** The Employer agrees that pay day shall be semi-monthly and shall be paid on the first (1st) and sixteenth (16th) of each month. If the employee's pay day falls on a Saturday, Sunday, or holiday, then the last working day before said Saturday, Sunday, or holiday shall be considered pay day. If the employee who elects to receive his paycheck at home or at work does not receive his pay check on pay day or within twenty-four (24) hours of the close of business on pay day, the employee shall be entitled to penalty pay of 7½ hours pay at his straight-time rate for every day thereafter that the check is late, provided the employee files notice with the employer on forms provided by the State within the next regular day of business. Failure to provide notice to the Employer within the specified time period will forfeit claim for penalty pay until such notice is given. Employees who have their checks mailed to their banks shall be entitled to penalty pay only from the date of written complaint to the Employer.

Transfer between duty stations and travel in exercising retention rights at the employee's option will be at the employee's expense.

5. The Employer shall insure the life of every employee against accidental death while in travel status away from his duty station in the amount of \$35,000.00 at no cost to the employee. The employee shall name the beneficiary.

6. **TEMPORARY TRAVEL ASSIGNMENTS.** Travel assignments shall be made in order of seniority among qualified employees. When an employee is traveling between work assignments or is temporarily assigned to work a distance of more than fifty (50) road miles away from his regularly assigned work location, the Employer will pay according to the following schedule of allowances.

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

ARTICLE XVI

REMUNERATION

TIME CARDS. Time-card hours of employees shall not be changed without first consulting with the employee involved and the authorized Union representative. Copies of the employee's time cards shall be made available by the Employer for inspection by the employee or authorized Union representative upon eight (8) working hours notice by the Union to the State office where the records are maintained. Refusal to furnish time cards as specified herein, shall entitle the employee to wait-time pay of forty dollars (\$40) for each twenty-four (24) hour period thereafter. The Employer shall not be required to keep time cards over sixty-five (65) days. Any employee having a discrepancy in his time card must bring same to the attention of the Union within sixty (60) days after such discrepancy.

3. **SERVICE BONUS.** An employee with seven (7) years of continuous service with the Employer shall be paid an additional twenty cents (20¢) per hour after one (1) year at the final step of the salary range.

An employee with seven (7) years of continuous service with the Employer shall be paid an additional forty cents (40¢) per hour after two (2) years at the final step of the salary range.

An employee with nine (9) years of continuous service with the Employer shall be paid an additional fifty cents (50¢) per hour after two (2) years at the final step of the salary range.

The rates listed above shall not be cumulative, and the additional rate listed for the specified length of continuous service with the Employer shall be the total amount paid for that length of service.

4. Where new types of equipment and/or operations, for which rates of pay are not established by this Agreement are put to use after the effective date of this Agreement, within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date the equipment is put to use. In the event that negotiations cannot be finalized to the satisfaction of both parties, the matter shall be referred to the grievance procedure.

5. **SUBSISTENCE.** Subsistence shall be calculated as a daily rate according to geographical location and only as a permanent work location at \$2.15 per day times step-due district.

Illustrative Place Names	House Election Districts	Steps Above Pay Plan
Ketchikan-Prince of Wales	1	0
Wrangell-Petersburg	2	1
Sitka	3	1
Juneau	4	0
Icy Strait-Lynn Canal	5	2
Cordova	6(a)	4
Valdez Pipeline Corridor	* 6(b)	5
Palmer-Wasilla	7	1
Anchorage	8	0
Seward	9	2
Kenai-Cook Inlet	10	2
Kodiak	11	2
Aleutian Islands	12	7
Bristol Bay	13	7
Bethel	14	8
Yukon-Kuskokwim	15(a)	9
Nenana-Cantwell-Healy-Livengood-Manley	15(b)	7
Fairbanks	** 16(a)	4
Eagle-Chicken-Circle-40 Mile	16(b)	5
Fort Yukon	*** 16(c)	9
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.

*Pipeline Corridor Defined

Richardson Highway — Valdez to Paxson
 Glenn Highway — Eureka to Slana
 Edgerton Highway — Chitina to the intersection with the Richardson Highway five miles either side of the above highways between the cities or destinations listed shall be the Pipeline Corridor.

**16(a) South of Arctic Circle

***16(c) North of Arctic Circle

B. When employees are assigned to temporary duty stations that do not meet camp requirements, per diem shall be reduced \$10 per day. The employer will furnish heat, light, adequate cooking, sleeping, and lavatory facilities.

This does not apply to Article XXI, section 8, and will be effective on date of acceptance.

3. **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 sixteen cents (16¢) per mile for driving each family-owned car, whichever is used.

b. A standard per diem for the employee, a \$15.00 per diem for his spouse, and a \$10.00 per diem for each of his other dependents while en route. 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 en route 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.

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

4. **REIMBURSABLE MOVING EXPENSES.** Employees shall be reimbursed for moving expenses under Section 7676 of the "State Administrative Manual," provided that sub-section (3) shall be at the rate of sixteen cents (16¢) per mile.

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	24.50
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.

6. PREMIUM PAY

a. 1. For all work performed on the employee's first scheduled day off, one and one-half (1½) times the basic rate of pay shall be allowed.

2. For all work performed on the employee's second scheduled day off, two (2) times the basic rate of pay shall be allowed, provided the employee has worked, been compensated for, or has been excused from working on his last regularly scheduled work day.

3. All work performed on holidays shall be paid at one and one-half (1½) times the basic rate of pay in addition to holiday pay.

b. **SHIFT DIFFERENTIAL.** Employees who regularly work a "swing" shift beginning between 11:00 a.m. and 7:59 p.m. shall receive shift differential pay of three and three-quarter per cent (3.75%) for all compensable hours.

Employees who regularly work a "graveyard" shift beginning between 8:00 p.m. and 5:59 a.m. shall receive shift-differential pay of seven and one-half per cent (7.5%) for all compensable hours.

c. Employees who are required to work under dangerous conditions shall receive hazard pay of seven and one-half per cent (7.5%) in four-hour increments so worked. Dangerous conditions shall be defined as working at heights more than twenty-five (25) feet above the ground on towers, bridgework so designated by the Employer, antennas and transportation by helicopter required by the Employer.

7. **LIEN CLAUSE.** A lien shall be created for any and all checkoffs and payments required by the Employer in favor of the employee as now exists by statute, which lien rights shall be cumulative in nature during the life of this Agreement.

8. Each new employee, unless otherwise designated, shall be hired as a probationary employee until the end of the probationary period of sixty (60) days. Upon completion of

such period, he shall be considered a permanent employee and shall have seniority from his date of hire. Accrual and use of sick and annual leave, holiday pay, retirement benefits, health and welfare coverage and other conditions of employment shall be subject to other provisions of this contract.

9. The Employer may request a full or part-time temporary employee. A temporary employee is one so designated for one hundred and twenty (120) calendar days or less. Such time may be extended by mutual agreement. A temporary employee is not entitled to sick and annual leave, health and accident insurance, or pension benefits. In lieu of such entitlements, each temporary employee shall receive \$1.10 for each compensable hour worked. If the employee is retained in permanent status, the seniority shall be counted from the original date of hire. Temporaries shall be entitled to subsistence only for days worked. Temporaries shall be covered by the holiday provisions of this Agreement.

10. **PERMANENT PART-TIME EMPLOYEES.** The Employer may establish a fixed reduced work schedule for an employee on a continuing basis when the employee accepts such employment or agrees in writing to the schedule in advance.

Permanent part-time employees will be paid at time and one-half for hours worked prior to or beyond, and continuous with their regular shift or on early call-in. Permanent part-time employees will be paid holiday pay according to the hours they are normally scheduled to work. Permanent part-time employees will be covered in accordance with Article XXIII, Section 1. Benefits for sick leave and annual leave, retirement pension pursuant to pertinent statutes and regulations, and vacation time shall accrue proportionate to the benefits for full-time service.

A permanent part-time employee working four (4) hours or less per day will receive one-half (½) subsistence pay for each day worked. Those permanent part-time employees who work regular shifts of four (4) hours or less per day on a five (5) days per week schedule shall receive one-half (½) subsistence pay for seven (7) days each week.

ARTICLE XV

TRAVEL AND MOVING

1. **TRAVEL AND PER DIEM.** If an employee is required to travel in travel status, he shall be paid a minimum of four (4) hours at his regular straight-time rate. If the travel time is more than four (4) hours in any twenty-four (24) hour period, he shall receive a minimum of seven and one-half (7½) hours at his regular straight-time rate. Travel time shall not be considered time worked for the purpose of computing overtime for that particular day.

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

2. a. **B/SIC 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 which follows. As to any one location assignment, the first thirty (30) days will be at the short-term per diem rate and the days after that at the long-term rate. Whenever the Commissioner of Administration finds that the rates set forth in the following table are not adequate to obtain lodging and meals in any community, he will increase the per diem allowance for that community.

9. a. Authority for orders to employees covered by this Agreement will be to the employees by a management representative through a foreman or leadman where there is a foreman or leadman as required by paragraph (b) and (c) of this section and from a foreman or leadman to other employees performing the work.

b. When four (4) or more employees, except for laborers in public buildings, are employed on the same shift or as a crew, one (1) shall be selected by the Employer as a working leadman and shall be paid at the proper rate.

c. When eight (8) or more employees are employed on the same shift or as a crew in an immediate area, one (1) shall be selected as a non-working foreman and shall be paid at the proper rate.

d. When a leadman or foreman as described in sections (b) and (c) is required by the Employer to supervise others of a Wage Grade the same as his own he shall be entitled to thirty-five cents (35¢) per hour over the base rate for the Wage Grade for all such hours of supervision. Such increase shall not result in a permanent wage change. The appointment of such foremen or leadmen will be the right of management, other provisions of the contract notwithstanding.

10. **EMERGENCY CONDITIONS.** Where an emergency exists which has been caused by events beyond the control of the Employer which endangers life or property, such work shall be done at a straight-time rate even though such work is done on Saturdays, Sundays or holidays. All such work which is in excess of seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week shall be paid for at the overtime rate.

11. **CASUAL EMPLOYEE.** A casual employee is one who is employed for not more than fifteen (15) calendar days. The casual employee is entitled to the base hourly rate specified in this Agreement. Casual employees may be employed directly by the Employer with notice to the Union District Office and are not subject to other terms and conditions of this Agreement, except for the overtime provisions.

12. **INTERMITTENT EMPLOYEE.** The Employer may request an intermittent employee. An intermittent employee is one who is employed for the purpose of substituting for a permanent employee who is off duty because of illness, on annual leave or otherwise is unable to work. An intermittent employee is not entitled to sick and annual leave, holidays, health and accident insurance, pension benefits or unit-voting privileges. In lieu of such entitlements each intermittent employee shall receive one dollar and ten cents (\$1.10) for each compensable hour worked. Upon initial employment, each intermittent employee may remain on the active employee roster for a period of nine (9) months. Work in any nine (9) month period shall not exceed three hundred and twenty-five (325) hours, of which not more than ten (10) consecutive working days in one assignment will be made. Intermittent employees are entitled to subsistence for each day worked. These employees will be subject to provisions of Article IV.

13. **TRAINEE OR APPRENTICESHIP.** It is understood and agreed that both parties will consider each training or apprenticeship program individually and reach mutual agreement on wages and conditions implemented. The Union and State agree to establish a policy for training. A committee composed of four (4) members from each party will establish training procedures in all departments possible.

14. **LONGEVITY.** AS 39.27.022 shall not apply to the employees in the Labor, Trades and Crafts Unit.

ARTICLE XIV
WORKING RULES

1. The work week shall consist of thirty-seven and one-half (37½) hours within 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 layoff, or leave without pay.

a. It is understood and agreed between the parties that at a duty station with multiple shifts, if a majority of the employees who do shift work indicate by majority vote that rotating shifts are desirable, the parties agree that the requirement of five (5) consecutive work days as specified in Article XIV, section 1, shall be invalid for those working rotating shifts at shift change time only.

b. No CETA or PEP employees shall be assigned work which will result in the lay off of Tri Trade: employees.

2. The Employer agrees that the employee shall be paid overtime for all work in excess of seven and one-half (7½) hours in any one (1) day and thirty-seven and one-half (37½) hours in any one (1) week, at the appropriate overtime rate of pay.

3. When a shift is started, no less than four (4) hours shall be allowed. If more than four (4) hours is worked, then the full shift shall be allowed. Seven and one-half (7½) hours shall constitute a shift.

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

5. **STANDBY TIME.** When employees are required to standby because of temporary breakdown or shortage of materials, temporary weather conditions, or for any other

cause beyond their control, no time shall be deducted from this period and the finishing time or shift shall not be extended to make up the lost time.

6. **CALL BACK.** When an employee is called back to work within four (4) hours after the completion of his regular shift, he shall be paid for such hours worked at the appropriate overtime rate. If he is called back to work later than four (4) hours after the completion of his shift, the employee is entitled to a minimum of four (4) hours pay at the appropriate overtime rate. If the hours worked exceed four (4), the employee shall be entitled to overtime pay for all such hours worked. If the employee is called out more than once in one four-hour period, a new call out shall not be established. Work performed outside of regularly scheduled hours in making runway checks in compliance with the Federal Aviation Administration Airport Certification Laws will be paid for at four (4) hours straight time rate or for time worked, whichever is greater.

7. **STARTING TIME.** Regular starting times will be as established by the Employer for each operation covered by this Agreement, and changes to this will be mutually agreed to by the Union and the Employer.

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

a. **FERRY TRAVEL TIME.** Ferry travel time shall be defined as actual time enroute between point of departure and destination and shall be paid at the employee's regular straight time rate of pay. Loading and unloading of vehicles from ferries shall be included in the employee's travel time. Travel time shall not be considered time worked for the purpose of computing overtime.

SUPPLEMENTAL AGREEMENT
BETWEEN
STATE OF ALASKA
AND
CONFIDENTIAL EMPLOYEES ASSOCIATION
REPRESENTING
CONFIDENTIAL BARGAINING UNIT

SUPPLEMENTAL AGREEMENT
BETWEEN
STATE OF ALASKA
AND
CONFIDENTIAL EMPLOYEES ASSOCIATION
REPRESENTING
CONFIDENTIAL BARGAINING UNIT

This supplemental agreement is entered into in accordance with Article 26 of the collective bargaining agreement signed October 16, 1974, between the parties. This supplemental agreement is effective on date of signing and shall not be retroactive unless specifically provided for in the agreement. The collective bargaining agreement between the parties signed October 16, 1974, shall be added to and amended as follows:

ARTICLE 2, paragraph 3 is amended and shall be in effect as follows:

The Employer may hire temporary employees for positions similar in duties and requirements to positions in the bargaining unit. A temporary employee can be employed for nine (9) months or less in any twelve (12) month period. A temporary employee is not entitled to personal leave, or unit-voting privileges, except that:

1. Temporary employees are covered by the holiday provisions of this agreement and the Personnel Regulations.
2. Temporaries who begin a shift and are then sent home during the first half of the shift shall receive four hours pay or their normal hours of work, whichever is less. Temporaries who are sent home during the second half of a shift shall receive seven and one-half (7 1/2) hours pay or their normal hours of work, whichever is less.

ARTICLE 9 is amended and shall be in effect as follows:

ARTICLE 9
PERSONAL LEAVE

It is understood that from and after the date of the signing of this Agreement, personal leave shall be earned and used in lieu of all sick and annual leave except as specified in this Article. Employees who, as of the day prior to the signing of this Agreement, have annual leave earnings credited to their State annual leave accounts shall, coincidental with the signing of this Agreement, have the annual leave balances transferred to their personal leave account.

I. RATE OF ACCRUAL: An employee who has permanent and/or probationary status shall accrue personal leave as follows:

- A. Two (2) working days for each full monthly pay period if the employee has less than two (2) years of service.
- B. Two and one-quarter (2 1/4) working days for each full monthly pay period if the employee has more than two (2) but less than five (5) years of service.
- C. Two and one-half (2 1/2) working days for each full monthly pay period if the employee has more than five (5) but less than ten (10) years of service.
- D. Three (3) working days for each full monthly pay period if the employee has more than ten (10) years of service.

In determining years of service for the purpose of computing personal leave, all service with the Territory and State of Alaska shall be included.

II. CHANGES OF ACCRUAL RATE: All accrual rate changes shall become effective the first day of the pay period following the pay period in which the employee completes the service requirement and becomes eligible for the higher accrual rate.

III. SICK LEAVE BANK: Employees who, as of the day preceding this Agreement have sick leave earnings credited to their State sick leave accounts, shall, coincidental with the signing of this Agreement, have such earnings transferred to a sick leave bank.

A. From the date of signing of this Agreement, the employee may draw upon a maximum of fifteen (15) days or the balance in the sick leave account on date of signing, whichever is less. Such leave is to be used consistent with the Personnel Rules governing the use of sick leave. Any one medical disability which prevents the employee from performing his duties, as certified by the attending physician, which exceeds seven (7) working days shall be charged as follows:

1. shall be charged first to the fifteen (15) days referred to in this section.
2. shall be charged to Personal Leave up to a maximum of seven (7) working days.
3. after exceeding the seven (7) days charged to Personal Leave, the additional leave shall be charged to the sick leave bank.
4. if the sick leave bank has been exhausted, the leave shall be charged to personal leave.

Such illnesses shall in all cases require a report from a licensed physician.

B. There will be no further additions to the sick leave bank and the balance can be authorized for use only for those purposes consistent with Personnel Rules regarding the use of sick leave and only after the personal leave balance has been exhausted.

IV. UTILIZATION AND DISPOSAL: Personal leave shall be used for any and all purposes for which sick and/or annual leave has heretofore been used. Personal leave requests require the prior approval of the supervisor except in the case of illness or injury to the employee. Employee requests shall be given full consideration and, to the extent practicable, approved. However, the parties agree that the final decision with regard to approval or disapproval of any request will be based on the supervisor's evaluation of the needs of the job. In an absence due to illness or injury, the supervisor may require a physician's certificate.

Personal leave accrued but not used shall accumulate until separation; however, at least five (5) days of personal leave must be used each full calendar year.

If the employee is denied the use of these five (5) days, or a portion thereof, the employee shall be entitled to payment for the unused portion. This payment shall be at the rate of one and one-half (1.5) times his hourly rate and shall be included in the first (1st) regular monthly pay following the close of the calendar year in which the denial occurred. The period of time for which payment is made will be deducted from the personal leave balance. It is understood that, should the employee take no action to schedule the five (5) days leave, the State may direct that he take personal leave at any time to satisfy the five-day requirement.

V. SEPARATION: An employee shall receive a lump-sum payment of personal leave upon separation from State service. The lump-sum payment shall equal the compensation that the employee would have received if he had remained in the service until the expiration of the period of unused personal leave. The sick leave bank balance shall be automatically cancelled without pay except in case of death of an employee who, at the time of his death, is a bargaining unit member. All unused sick leave shall be paid to his beneficiary in a lump sum.

VI. MOVEMENT FROM THE UNIT: If an employee transfers to a position outside the bargaining unit without a break in service, his personal leave shall be credited to his annual leave account and banked sick leave shall be credited to his sick leave account in the new position. If the employee transfers to a bargaining unit which has a maximum accrual of annual leave, he shall be credited with up to the maximum annual leave allowed in his new position by virtue of transfer of personal leave earnings. Any personal leave remaining after the transfer of the maximum allowed, shall be transferred along with any banked sick leave into the sick leave account in the new position.

II. Retroactive Pay

A. Retroactive pay shall, for those on the payroll in the unit on the date of signing of this supplemental agreement, be applied as follows:

1. for pay period ending 2/15/75 19.82% of gross wages paid.
2. for pay period ending 3/15/75 9% of gross wages paid.
3. for pay period ending 4/15/75 9% of gross wages paid.
4. for pay period ending 5/15/75 9% of gross wages paid.
5. for pay period ending 6/15/75 9% of gross wages paid.
6. for pay period ending 7/15/75 9% of gross wages paid.

III. Should the CPI for Anchorage rise more than 5.0% between January 1, 1975, and July 1, 1975, a cost-of-living adjustment in accordance with the following schedule will be paid retroactive to the beginning of the calendar quarter in which the rise exceeded 5%. Those eligible for any retroactive increase will be those bargaining unit members on the payroll in the unit August 16, 1975.

Consumer Price Index Table

Consumer Price Index Anchorage
Increase Percent

Salary Schedule
Increase Percent

at least 5% but less than 6%
at least 6% but less than 7%
at least 7% but less than 8%
at least 8% but less than 9%
at least 9% but less than 10%
at least 10% but less than 11%

1%
2%
3%
4%
5%
6%

Should the CPI for Anchorage rise more than 5% between July 1, 1975 and December 31, 1975, a cost-of-living adjustment in accordance with the above schedule will be paid retroactive to the beginning of the calendar quarter in which the rise exceeded 5%. Those eligible for the retroactive payment will be those bargaining unit members on the payroll in the unit on February 16, 1976.

ARTICLE 14 is amended and shall be in effect as follows:

ARTICLE 14

I. Effective July 16, 1975, the following monthly salary schedule is approved as the basic pay plan for bargaining unit members who are employees of the employer on the date of signing of this supplemental agreement.

Range	Step A	Step B	Step C	Step D	Step E	Step F	Step J	Step K	Step L	Step M	Range
05						835	868	901	935	970	05
06				835	861	888	922	956	992	1029	06
07		835	861	888	916	945	981	1018	1055	1095	07
08	861	888	916	945	974	1007	1044	1083	1124	1166	08
09	916	945	974	1007	1039	1071	1112	1153	1197	1242	09
10	974	1007	1039	1071	1107	1142	1185	1230	1275	1324	10
11	1039	1071	1107	1142	1180	1219	1265	1312	1361	1413	11
12	1107	1142	1180	1219	1265	1312	1361	1413	1466	1522	12
13	1180	1219	1265	1312	1361	1413	1466	1522	1578	1638	13
14	1265	1312	1361	1413	1466	1522	1578	1638	1699	1763	14
15	1361	1413	1466	1522	1578	1638	1699	1763	1829	1897	15
16	1466	1522	1578	1638	1699	1763	1829	1897	1967	2042	16
17	1578	1638	1699	1763	1829	1897	1967	2042	2119	2199	17
18	1699	1763	1829	1897	1967	2042	2119	2199	2279	2365	18
19	1829	1897	1967	2042	2119	2199	2279	2365	2455	2546	19
20	1967	2042	2119	2199	2279	2365	2455	2546	2642	2741	20
21	2119	2199	2279	2365	2455	2546	2642	2741	2843	2951	21
22	2279	2365	2455	2546	2642	2741	2843	2951	3061	3176	22
23	2455	2546	2642	2741	2843	2951	3061	3176	3295	3419	23
24	2642	2741	2843	2951	3061	3176	3295	3419	3546	3680	24
26	2951	3061	3176	3295	3419	3546	3680	3818	3961	4109	26
27	3061	3176	3295	3419	3546	3680	3818	3961	4109	4263	27
28	3176	3295	3419	3546	3680		3818	3961	4109	4263	28

ARTICLE 16 is amended as follows:

ARTICLE 15, paragraph 2, is amended to be in effect as follows:

It is further agreed that any additional insurance programs developed for all of the employees of the Supervisory Unit or General Government Unit during the duration of this agreement will be provided to the Confidential Unit employees as part of this Agreement.

House Election District#	Per Diem Allowances For Employees Who Obtain Overnight Lodging		Short-Term** Per Diem Rate	Long-Term Rate (60% of Short-Term)
	Steps Above Basic Per Diem	Percent Factor		
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
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

ARTICLE 16, Section IV, is amended to read as follows:

<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

ARTICLE 16, Section V, is amended to read as follows:

V. REIMBURSABLE TRAVEL EXPENSES: Whenever an employee is required to change his place of residence because of a change of 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 cents (20¢) 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.

ARTICLE 16, Section VI, is amended to read as follows:

VI. REIMBURSABLE MOVING EXPENSES: Employees shall be reimbursed for moving expenses under Section 7676 (3) of the "State Administrative Manual" at the rate of twenty (20) cents per mile.

ARTICLE 16, Section VII, is amended to read as follows:

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

There shall be an ARTICLE 27 which shall be in effect as follows:

ARTICLE 27

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. 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.

Signed this 14 day of July, 1975.

For the State of Alaska

For the Confidential Employees Assn.

Richard R. Hayes Roger Hayes

L E G I S L A T I V E A F F A I R S A G E N C Y

S U P P L E M E N T A L A P P R O P R I A T I O N J U S T I F I C A T I O N

<u>Item and Explanation</u>	<u>Agency Appropriation</u>	<u>Other Appropriations</u>	<u>Estimated Actual</u>	<u>Supplemental Required (Surplus)</u>
1. Personal Services - 17 carryover positions. Increase due to general salary increases and were funded by salary increase appropriation to Department of Administration.	\$ 471,964	\$ 56,408	\$ 528,372	\$ -0-
2. Personal Services - 60 legislators. Increase due to salary increases and were partially funded by special appropriation to the Department of Administration.	638,380	367,400	1,061,035	55,255
3. Personal Services - Temporary session help/legislature. Personal Services - Temporary session help/agency. Temporary employees have been separated, as agency temporaries are eligible for salary increases which were funded by salary increase appropriation to Department of Administration.	544,756	-0- 7,432	526,673 61,932	(18,083) 54,500
4. Personal Services - Terminal leave for former employees. Terminal leave was authorized for former Executive Director and other members of his staff who were terminated.	-0-	-0-	33,938	33,938
5. Personal Services - 14 new positions authorized. Legislature authorized 11 full-time positions and 6 six-month seasonal positions.	342,922	43,860	390,051	3,269
6. Personal Services - Vacancy factor. Appropriation bill while authorizing new positions (#5 above) underfunded those positions by only appropriating \$275,000 indicating vacancy factor in filling new positions would save the difference. Because of late hires, the agency believes this savings will materialize.	(67,922)	-0-	(67,922)	-0-

L E G I S L A T I V E A F F A I R S A G E N C Y

S U P P L E M E N T A L A P P R O P R I A T I O N J U S T I F I C A T I O N

<u>Item and Explanation</u>	<u>Agency Appropriation</u>	<u>Other Appropriations</u>	<u>Estimated Actual</u>	<u>Supplemental Required (Surplus)</u>
7. Personal Services - 7 additional positions. The Council during the year authorized 7 additional positions to strengthen the capabilities of the agency.	\$ -0-	\$ -0-	\$ 138,061	\$ 138,061
SUB-TOTAL Personal Services	\$1,930,100	\$ 475,100	\$2,672,140	\$ 266,940
8. Travel - Legislators' per diem in session. Legislative per diem was increased last session but the increase was unfunded for current fiscal year.	226,700	-0-	324,180	97,480
9. Travel - Council members and interim subcommittees. Legislators per diem was increased last session but the increase was unfunded for current fiscal year.	77,000	-0-	91,700	14,700
10. Travel - Interview trips. Council authorized travel expenses for top candidates to be interviewed by full Council prior to hiring new administrator and division directors.	-0-	-0-	1,200	1,200
11. Travel - All other. Travel associated with additional staff and increased attendance requirements by legal and research personnel at interim subcommittee meetings.	52,500	-0-	62,011	9,511
12. Travel - Error correction. Original budget contained addition error: All the component parts were approved but the total of the parts was erroneously understated.	(11,200)	-0-	-0-	11,200
SUB-TOTAL Travel	\$ 345,000	\$ -0-	\$ 479,091	\$ 134,091

L E G I S L A T I V E A F F A I R S A G E N C Y

S U P P L E M E N T A L A P P R O P R I A T I O N J U S T I F I C A T I O N

<u>Item and Explanation</u>	<u>Agency Appropriation</u>	<u>Other Appropriations</u>	<u>Estimated Actual</u>	<u>Supplemental Required (Surplus)</u>																		
13. Contractual Services - Legal fees. Hiring of outside counsel on law suits regarding Warwick case, expenditure of oil pipeline impact funds, and confirmation of appointees cases were unfunded.	\$ -0-	\$ -0-	24,000	\$ 24,000																		
14. Contractual Services - Audit. Because of the problems in the agency, the Council ordered an audit by an outside firm to insure the previous problems were corrected.	-0-	-0-	16,000	16,000																		
15. Contractual Services - Interim studies. The Council adjusted all authorized funds to perform the needed studies except in the area of telecommunication where the \$150,000 study was unfunded and total funds were not adequate to cover this major item. The following are items contained in the appropriation bill and Council budget:	668,000	-0-	819,800	151,800																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Study</u></th> <th style="text-align: center;"><u>Appropriation</u></th> <th style="text-align: center;"><u>Budget</u></th> </tr> </thead> <tbody> <tr> <td>Criminal Code</td> <td style="text-align: center;">\$100,000</td> <td style="text-align: center;">\$ 48,800</td> </tr> <tr> <td>Child Welfare</td> <td style="text-align: center;">200,000</td> <td style="text-align: center;">150,000</td> </tr> <tr> <td>Health</td> <td style="text-align: center;">268,000</td> <td style="text-align: center;">207,700</td> </tr> <tr> <td>All Other</td> <td style="text-align: center;">100,000</td> <td style="text-align: center;">263,300</td> </tr> <tr> <td>Telecommunication</td> <td style="text-align: center;">-0-</td> <td style="text-align: center;">150,000</td> </tr> </tbody> </table>	<u>Study</u>	<u>Appropriation</u>	<u>Budget</u>	Criminal Code	\$100,000	\$ 48,800	Child Welfare	200,000	150,000	Health	268,000	207,700	All Other	100,000	263,300	Telecommunication	-0-	150,000				
<u>Study</u>	<u>Appropriation</u>	<u>Budget</u>																				
Criminal Code	\$100,000	\$ 48,800																				
Child Welfare	200,000	150,000																				
Health	268,000	207,700																				
All Other	100,000	263,300																				
Telecommunication	-0-	150,000																				
16. Contractual Services - Temporary agency management. Cost of bringing in interim management personnel between permanent staffs.	-0-	-0-	51,550	51,550																		

LEGISLATIVE AFFAIRS AGENCY

Shortfall

SUPPLEMENTAL APPROPRIATION JUSTIFICATION

<u>Item and Explanation</u>	<u>Agency Appropriation</u>	<u>Other Appropriations</u>	<u>Estimated Actual</u>	<u>Supplemental Required (Surplus)</u>
17. Contractual Services - CRT costs. The establishment of Anchorage and Fairbanks offices necessitated the use of CRT machines in those areas as well as Juneau for least expensive communication.	\$ -0-	\$ -0-	\$ 12,720	\$ 12,720
18. Contractual Services - Rent. <i>Consolidated - 11</i> Rent for Assembly was over-budgeted and, therefore, the excess helped offset the unfunded Anchorage office rent.	152,100	-0-	162,000	9,900 <i>net diff</i> <i>total</i>
19. Contractual Services - Session Original budget was too low compared to previous actual expenses.	72,500	-0-	125,000	52,500
20. Contractual Services - Agency. Increased equipment rental for additional staff, telephone and postage increases contractual services associated with Anchorage and Fairbanks offices and Property Control Professional Services Contract were all unfunded.	43,700	-0-	87,084	43,384
21. Contractual Services - Other The following items are uncharged from original appropriation:	482,500	-0-	482,500	-0-
Legislative Reporting \$26,000				
Statute Supplements 67,000				
Roll-Call Machines 11,300				
Session Car Rental 3,200				
Levy Contract 45,000				
McLean Contract 40,000				
Western Conference 50,000				
Legislators' Allowances 240,000				

L E G I S L A T I V E A F F A I R S A G E N C Y

S U P P L E M E N T A L A P P R O P R I A T I O N J U S T I F I C A T I O N

<u>Item and Explanation</u>	<u>Agency Appropriation</u>	<u>Other Appropriations</u>	<u>Estimated Actual</u>	<u>Supplemental Required (Surplus)</u>
22. Contractual Services - Error correction. Original appropriation contained addition error. Per the minutes, the component parts approved totaled 50,000 more than indicated in final bill.	\$ (50,000)	\$ -0-	\$ -0-	\$ 50,000
SUB-TOTAL Contractual Services	\$1,368,800 *	\$ -0-	\$1,780,654	\$ 411,854
23. Commodities - All. Increase due to increased staff of agency and low original estimate for session costs.	70,600	-0-	101,364	30,764
24. Equipment - All. Increase due to increased staff.	54,900	-0-	58,000	3,100
25. Miscellaneous Appropriation for miscellaneous items no longer justified as all items are now budgeted under proper object code.	25,000	-0-	-0-	(25,000)
TOTAL	\$3,794,400	\$ 475,100	\$5,091,249	\$ 821,749
Anticipated Savings and Offsetting Items to Reduce Supplemental Requirements:				
26. Reduction in budgeted requirements for legis- lators' retirement. Ch. 205, SLA 1975, requires direct appropriation to Department of Administra- tion and reduces this agency's need to budget for same. Department advises they will implement this on January 1, 1976.			(35,368)	(35,368)

L E G I S L A T I V E A F F A I R S A G E N C Y

S U P P L E M E N T A L A P P R O P R I A T I O N J U S T I F I C A T I O N

<u>Item and Explanation</u>	<u>Agency Appropriation</u>	<u>Other Appropriations</u>	<u>Estimated Actual</u>	<u>Supplemental Required (Surplus)</u>
27. Fuel for Assembly Building. Apparently this item was double budgeted in this agency and in Division of Buildings. Division of Buildings is currently paying for this expense and, therefore, there is no need for agency to provide funds in its budget.	\$ -0-	\$ -0-	\$ (14,400)	\$ (14,400)
28. Agency Income The agency will obtain income from the following sources during fiscal year 1976 and this income will be taken in as a refund of expenditures, therefore, lowering budgeted requirements.	-0-	-0-	(82,000)	(82,000)
Office Rent, Assembly	40,000			
Appartment Rent	23,000			
Garage Rent	3,500			
Vending Machines	500			
Print Shop	15,000			
29. Minor Adjustments in Salaries			(306)	(306)
30. Previous Understatement of Session Employee Needs			79,401	79,401
FINAL TOTAL	\$3,794,400	\$ 475,100	\$ 5,038,576	\$ 769,076

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agreement

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submit



RECORDS CERTIFICATION

I, the undersigned, an employee of the State of Alaska, do hereby certify that the microfilm images on this microform are accurate reproductions of the original records of the State of Alaska as accumulated during the regular course of business, and that it is the established policy and practice of this State to microfilm its records and to dispose of the original records after microfilm reproductions have been made.

James O. Smith
Signature of Camera Operator

2/6/90
Date

COMMITTEE REPORT

2/2/76

SENATE

Mr. President:

Date 2/2/76

The Committee on FINANCE has had CSHB 628 supplemental appropriation for state employees covered by collective bargaining under consideration. A Majority of the members of the Committee

- recommends it DO PASS
- recommends it DO NOT PASS
- recommends it DO PASS WITH ATTACHED AMENDMENT(S)
- recommends it BE REPLACED WITH CS FOR _____ AND THAT CS FOR _____ DO PASS
- "and" recommends it BE REFERRED TO THE _____ COMMITTEE
- reports it back WITHOUT RECOMMENDATION
- "other"

Members signing the Majority report:

[Signature] _____

[Signature] _____

[Signature] _____

[Signature] _____

Members NOT concurring in the Majority report:

- _____ recommends:
- _____ recommends:
- _____ recommends:
- _____ recommends:
- _____ recommends:

[Signature] Chairman

SENATE FINANCE COMMITTEE

February 3, 1976

9:00 a.m.

All members except Senators Ferguson and Sackett. Joe LaRocca PRESENT and Elaine Mitchell were present from the Press. Andy Warwick, Commissioner of Administration, was also present.

Chairman Ray called the meeting to order and brought up COMMIT- CS HB 628
TEE SUBSTITUTE FOR HOUSE BILL NO. 628 (Supplemental appropriation
for state employees covered by collective bargaining). He asked
Commissioner Warwick to discuss the Bill.

Commissioner Warwick said the Bill was a supplemental which, in effect, pays for various salary increase adjustments that the State's Collective Bargaining agreements have called for. He said that Sec. 1 covered the Confidential unit which includes 120 employees at a cost of \$481,700. Section 2 allows \$4,856,600 to fund the General Government increase. There is a total of 4,880 employees in this unit. The money covers the 9% they will get effective as of January. Commissioner Warwick explained that they had estimated the Consumer Price Index to go up 14% in 1975. They have tied the cost of living increase to the CPI, which will be released in the last week of February for 1975. He pointed out that they wanted the money so that when the CPI came out, they would be able to pay the employees without delay. He added that all of the cost-of-living adjustments were estimates, but that they would have definitive information on about the 20th of February.

Going on to Section 3 of the Bill, Commissioner Warwick said it allowed the sum of \$1,001,500 to pay the 835 employees in the Supervisory unit. This Section is one of the places where the Committee substitute is different from the original bill because the House Finance Committee has allowed an additional \$4700 in interest. They felt that the pay should have been retroactive because the contract was signed before the Legislature adjourned last year.

Section 4 appropriates \$5,351,700 for Tri-Trades. This is retroactive, but there is no interest allowed because the contract was signed after the Legislature adjourned last year--he thought it was in September. However, it is retroactive to January 1 of 1975.

Commissioner Warwick said that Section 5 allowed \$2,226,163 for the Fiscal Year ending June 30, 1976 to pay cost-of-living adjustments. This is another place where the House Finance Committee tacked on \$5300 in interest for the portion of contracts signed in Calendar Year 1975.

Senator Ray questioned whether the Administration had taken notice of Section 4, Chapter 138, Session Laws of Alaska, 1975. He then read the Section. Senator Warwick replied that Tri-Trades was exempted from that Act, but were covered by a signed agreement.

Commissioner Warwick pointed out that HB 497 had asked for an estimated amount of money to fund Tri-Trades, but the House Finance Committee last year had chosen not to act on the Bill presumably because no agreement had been signed at that time and they didn't know how much to appropriate.

Senator Ray was concerned as to whether any consideration had been given to permanent Legislative Employees by the Legislative Council. Senator Chance said they hadn't discussed it, but Commissioner Warwick thought the Senate State Affairs Committee was amending SB 499 (An Act relating to the method of compensating state officers and employees) to take up permanent employees of the Legislature and the Executive Branch.

Senator Chance asked whether the units which were allowed interest were the ones whose contracts were signed before the Legislature adjourned last year, and Commissioner Warwick said that was true.

Senator Chance moved that they put the Bill out with individual recommendations. The motion carried, and the Bill went out with all five members voting "Do Pass".

Motion

Senator Ray made the following Bill Assignment:

Bill
Assign-
ment

SCR 68 - Butrovitch

Senator Ray told the Committee he was presently researching the bonding capacity and bonding construction, and that he should have something solid by next week.

Bonding

Senator Sackett asked if they had anything from Bond Counsel, and Senator Ray said no, but he supposed they could have him come in and talk to them.

Senator Ray then asked the general feeling among the members regarding hydro-electric projects. The authorization bill was passed last year and a study was done, the results of which should be ready in the next couple of weeks. It was decided that individual Senators who were interested would sponsor a bill to fund such projects.

Senator Ray also discussed the possibility of having the Budget Documents released to the Legislative Finance Division on a confidential basis a week in advance of the Governor's Budget Message in order to speed up the process of getting short forms. The Committee seemed to agree that was something to look into.

The meeting adjourned at 9:30 a.m.

ADJOURN

481, 700
4, 856, 600
1, 001, 500
5, 351, 700
2, 226, 163

13, 917, 663

TOTAL

COST

Sec. 1 CONFIDENTIAL

Cost of Living Adjustment	103,900
Salary Increase	377,800
Interest	ϕ
	<hr/>
	481,700

Sec. 2 GENERAL GOVERNMENT

Cost of Living Adjustment	4,854,600
Salary Increase	ϕ
Interest	ϕ
	<hr/>

Sec. 3 SUPERVISORY

Cost of Living Adjustment	996,800
Salary Increase	ϕ
Interest	4,700
	<hr/>
	1,001,500

Sec. 4 Tri Triados

Cost of Living Adjustment	ϕ
Salary Increase	5,351,700
Interest	ϕ
	<hr/>
	5,351,700

Sec. 5 Marine Transportation

Cost of Living Adjustment	1,210,517
Salary Increase	1,010,275
Interest	5,200
	<hr/>
	2,226,000

EMPLOYEES BY BARGAINING UNIT
AND FUNDING SOURCE

	<u>Number of Employees</u>
<u>Confidential Employees</u>	<u>120</u>
<u>General Government</u>	<u>4,880</u>
General Fund	3,819
International Airport Revenue Fund	138
Highway Working Capital Fund	16
Teachers' Retirement System	8
Public Employees Retirement System	9
Agricultural Revolving Fund	2
Veteran's Revolving Fund	27
FICA Fund Reserve Account	2
Surplus Property Revolving Fund Reserve Account	3
Second Injury Fund Reserve Account	2
Sick and Disabled Fishermen's Fund Reserve Account	2
Donated Commodities Handling Fee Reserve Account	2
Federal Program Receipts	500
Capital Improvement Programs	350
<u>Supervisory</u>	<u>835</u>
General Fund	555
International Airport Revenue Fund	11
Highway Working Capital Fund	14
Federal Program Receipts	44
Capital Improvement Programs	211
<u>Labor, Trades and Crafts (Tri-Trades)</u>	<u>1,549</u>
General Fund	844
International Airport Revenue Fund	135
Fish and Game Fund	2
Highway Working Capital Fund	193
Federal Program Receipts	61
Capital Improvement Programs	314

Total Costs

Assume 6% simple interest
payments due at regular payroll dates

Tri. trades K sin 9/4/75

cost ~~Contract~~ based upon interest ~~at~~ for
 pa 206 ~~11/75~~ dates covered by contract
 cost if paid end JAN 69.1 -
 end Feb 83.6 -

cost ~~Contract~~ interest since Contract sign.
 9/4/75 if paid end JAN 39.2 -
 end Feb 53.7 -

Confidentials

~~Contract~~ since beginning of contract
 Assume COCA ^{Aug} for retro to April should have
 been in Aug pay check

K sin ~~4/75~~ 7/14/75 Cost if interest since contract dates covered
 if paid end JAN 5.0
 Feb 75 retro end Feb 6.1

cost if due since signing
 July end JAN 3.9
 end Feb 5.0

Supervisors

Aug 16 cost if pay end of JAN 3.1
 cost if pay end of Feb 4.7

Totals - dates covered	JAN 77.2	FEB 94.4
sign date	46.2	63.4



ALASKA PUBLIC EMPLOYEES ASSOCIATION

STATE HEADQUARTERS: 130 SEWARD STREET, SUITE 508, JUNEAU, ALASKA 99801 • TELEPHONE: (907) 585-2334

January 23, 1976

HAND DELIVERED

The Honorable Hugh Malone, Chairman
House Finance Committee
State of Alaska
Juneau, Alaska 99801

Dear Representative Malone:

The following is information you have requested from A.P.E.A.:

Amount needed to fund the cost of living due on 8/16/75: \$813,700.00
Interest computed at 6% per annum
Period of time covered (unpaid): 8/16/75 to 2/16/76 =
\$4,068.50 per month or TOTAL \$24,411.00

The Alaska Public Employees Association has requested interest on the amount due Alaska's Supervisory personnel on August 16, 1975 because:

1. The 1974 cost of living increase was 14.3%.
2. The administration projected only an 8.98% cost of living for 1975, despite the pending pipeline impact. The administration's projection was very unrealistic.
3. The Supervisors' contract was signed in time for the Legislature to fully fund the Supervisors' cost of living, unlike other union contracts. That is perhaps why A.P.E.A. has requested interest and perhaps other unions have not. Moreover, the Legislature intended to fully fund this contract.
4. To maintain the integrity of this contract and to make Alaska's Supervisory personnel whole, in terms of the money due them, we believe that this request for interest is only proper. Otherwise, the administration would be under no particular exigency to see that future contracts are properly funded.

I want to thank you Mr. Chairman, and the other members of your committee, for your consideration. If I can provide the committee with any further information, please don't hesitate to contact me.

Sincerely,

Ellison W. Ferrall
Executive Director
Alaska Public Employees Association

EWf:am

ANCHORAGE FIELD OFFICE
909 W 9TH STREET, SUITE 120
ANCHORAGE, ALASKA 99501
TELEPHONE (907) 274-1688

FAIRBANKS FIELD OFFICE
1514 CUSHMAN SUITE 206
FAIRBANKS ALASKA 99701
TELEPHONE (907) 456-5412

JUNEAU FIELD OFFICE
130 SEWARD STREET, SUITE 509
JUNEAU, ALASKA 99801
TELEPHONE (907) 586-2334

TRI-TRADES CONTRACT - SUPPLEMENTAL

The 1975 contract with the Alaska Tri-Trades Public Service Council for the employees in the "Tri-Trades Bargaining Unit" is estimated to cost \$6,698,400 for Fiscal 1976. An additional appropriation of \$5,351,700 is requested via this supplemental. The difference between the total cost and the amount requested by this supplemental, \$1,256,700, is related to positions paid by the construction funds.

The major cost items contained in the contract are:

1. An increase in base pay, Section XIII(b) which appropriates 14%.
2. An increase in the subsistence allowance from \$1.87 per day per step to \$2.15 per day per step, Section XIII(d).
3. A retroactive payment of \$0.75 per hour for each hour worked January 1, 1975 - June 30, 1975.
4. An additional subsistence step of \$2.15 per day for positions in the pipeline corridor.

15% increase

2.15
365

The calculation of the increased costs related to base pay changes was made by applying a 14.04653% increase in pay to a yearly salary amount of \$24,358,273 now being paid to Tri-Trades employees. This calculation yielded a cost of \$3,421,493 which increases to \$4,140,000 when the 21% benefit factor is included. The effect of the base pay changes on overtime was calculated in the same manner. The increased costs related to the change in the subsistence rate from \$1.27 to \$2.15 (approximately 15%) was calculated by totalling all subsistence contained in the operating budget and computing the effect of a 15% increase.

5.5% increase
For 4
weeks
employees

The increased costs for the additional subsistence step for positions contained in the pipeline corridor was calculated by counting the number of positions in Valdez and Fairbanks (321) and multiplying this number by \$942.55 (the yearly cost including benefits of the increase).

For each of the above cost items a calculation was made to determine the sources of funding required for the additional costs.

TRF TRADES CONTRACT
Major Items

State General Fund	\$ 3,697,000
International Airport Revenue Fund	530,200
Highway Working Capital Fund	885,300
Federal Funds	229,500
Fish and Game Fund	9,700
	<hr/>
Operating Budget Cost	\$ 5,351,700
Estimated Capital Improvement Costs	1,255,700
	<hr/>
Total Estimated Costs	\$ 6,608,400

*13% increase needed
small amount needed*

The above funding is based upon the following cost estimates for each major factor:

Article XIII b (base pay)	\$ 4,140,000
XIII b (overtime/shift)	534,800
XIII d (1) (Retrospective 1/1 - 6/30/75)	1,370,600
XIII d (3)	no estimate
XIII d (5) 1.87 to 2.15	258,200
XIII d (5) Pipeline Corridor	304,800
	<hr/>
	6,608,400

*No. of employees
1645 / hr / mo
14.05 increase in pay
C
\$1,070.0*

TR1-TIMES
 Additional Step-Subsistence
 Pipeline Corridor

	# of Employees	
State General Fund	131	124,400
International Airport Revenue Fund	22	20,900
Highway Working Capital Fund	63	59,800
Capital Improvement Programs	89	84,500
Federal Fund	15	14,200
Fish and Game Funds	1	1,000
	<u>321</u>	<u>304,800</u> X

\$2.15 per day X 365 = \$784.75 per employee
 164.80 Benefit @ 21%
 per employee 949.55 with Benefits

* Fairbanks and Valdez only - does not consider other locations.

Regular Subsistence Increase
 - Approximates 15%

	Budgeted Amount (includes Benefits)		% Increase	
State General Fund	825,400	x	.15	\$123,800
International Airport Revenue Fund	58,200	x	.15	8,700
Highway Working Capital Fund	328,400	x	.15	49,200
Federal Funds	39,800	x	.15	6,000
Fish and Game Fund	3,300	x	.15	500
				<u>\$188,200</u>
Estimated CIP Cost				70,000
				<u>\$258,200</u> X

1M1-1M/015
\$0.75 Retroactive Pay

1,549 Employees x 162.5 hours per month x 6 (1/1/75 - 6/30/75) x \$.75 = \$1,132,209
x 1.21
Approximate: 1,370,000

Funded as follows:

State General Fund
International Airport Revenue Fund
Highway Bonding Capital Fund
Capital Improvement Programs
Federal Funds
Fish and Game Funds

56,751	7.4%	\$ 777,800
13,291	1.8%	102,700
18,557	2.6%	187,200
3,774	0.5%	294,200
2,000	0.3%	51,200
158	0.02%	2,000
		\$ 1,370,000

Y

TRI-TRADES
(FY 76 Salary Base Increase)

Total base pay - new -	1,549 @ 17,934 =	\$27,779,766
New monthly average	17,934.50	= 1,14 @ 6537
Old monthly average	15,725.15	
	Old Base	= 24,358,273
Total Cost Increase	Base Pay	\$ 3,421,493
	Benefits 21%	718,513
		\$ 4,140,006

Funded as Follows:

	<u>Percentage*</u>	
State General Fund	56.75%	\$ 2,349,400
International Airport Revenue Fund	7.49%	310,100
Highway Working Capital Fund	13.29%	550,200
Capital Improvement Programs	13.55%	768,600
Federal Funds	3.77%	156,100
Fish and Game Fund	.15%	6,200
TOTAL		<u>\$ 4,140,000</u>

* Based upon salaries paid by each source compared to total

Overtime/Shift/Higher Class Pay
Budget Amount

	Include	\$	
	Benefits	Increase	
State General Fund	2,289,300 x	.14053	\$ 321,600
International Airport Revenue Fund	620,000 x	"	87,200
Highway Working Capital Fund	316,500 x	"	44,500
Federal Funds	10,800 x	"	1,500
Fish and Game Fund	—	"	—
			<u>\$ 454,800</u>
Estimated CIP			80,000
			\$ 534,800 ✓

CONFIDENTIAL EMPLOYEES

Amount required to bring Confidential Employees equal to February 15, 1976 salaries of Supervisors, per agreement

FY 76

7.52% required adjustment
Effective January 1, 1976 through February 15, 1976

$$[1.075 \times 157,235] - 157,235 \times 1.5 = \underline{\$17,736}$$

Cost of Living

CPI increase 6% between July 1975 and January 1976 = 3% adjustment

$$[1.0752 \times 1.03 \times 157,235] - 157,235 \times 4.5 = \underline{\$76,031}$$

Benefits at 21%

$$[17,736 + 76,031] \times .21 = \underline{\$19,691}$$

Total \$113,458

\$1,242 less than originally calculated because I used Ron's \$140,050 as the base.

Yearly Base Salary
Monthly Base Salary

\$1,680,000
\$ 140,050

123 Positions

Article 14 II

19.82% Retro for earnings period ending 2/15/75
\$140,050 x .1982 \$ 27,758

9.00% Retro for earnings 2/16/75 through 6/30/75
\$140,050 x .09 x 4.5 \$ 56,720

Article 14 III Cost-of-Living

CPI increased 7.6% = 3% adjustment
(\$140,050) (1.09) x .03 x 3 \$ 13,739

FY 75 increases to be paid FY 76
Benefits 21% \$ 98,217
Applicable to FY 75 20,626
\$118,843

[\$140,050 x [1.09 x 1.03] - \$140,050] x 12
Benefits at 21% \$206,209
Applicable to FY 76 43,304
\$249,513

Estimated cost-of-living Article 14 Sec. III
10/1/75 to 6/30/76 Each 1% = \$ 20,621

*- FY 75
amount have been
paid in FY 75*

118,843

249,513

SUPERVISORS

Additional Appropriation to fund Cost of Living Adjustments.

Additional funding is required to allow payment of the 5% COLA required by the contract on 8/16/75 and to provide for an additional adjustment February 16, 1976.

The supervisors contract was funded based on the assumption that the Consumer Price Index in Anchorage would rise by 4.49% January-June 1975 and an additional 4.49% July-December 1975. This assumption provided funding for a 1% COLA adjustment for 8/16/75 and 2/16/76. The actual CPI increase for the period January-June was 7.62% which under the contract provided a 5% increase. Only 1% was funded and only 1% is being paid. Funding is required for the additional 4% for the August adjustment.

A revised estimate for the final 5 months of Calendar 1975 based upon a 14% rise for the entire year would require an adjustment of 3% on February 16, of which only 1% is funded.

Additional Funding required is as follows:

	<u>\$'s in 000's</u>
August 16 COLA to provide full funding +4%	\$813.7
February 16 COLA +2%	<u>183.1</u>
Total Required	\$996.8

SOURCES:

State General Fund	89.6%	\$893.1
Highway Working Capital Fund	2.1%	20.9
Int'l Airport Revenue Fund	1.3%	13.0
Federal Funds	7.0%	69.8

SUPERVISORS

Additional Appropriation Required to
Ratify "calendar 1975 contract"
(\$'s in 000's)

6 months actual salary costs July - December 1975		\$13,212.8
Capital Improvement salaries		<u>(3,509.2)</u>
Operating budget salaries	+	\$9,703.6
		<u>6</u>
Assume average monthly salaries applicable to the entire year FY 76 includes 1% August 16	+	\$1,617.3
		<u>1.01</u>
Monthly salaries adjusted for August 16 COLA	x	\$1,601.3
		<u>4%</u>
Cost of Additional 4% due August 16, 1975	x	\$ 64.1
		<u>10.5</u>
FY 76 Cost 10 1/2 months		\$ 672.5
Benefits at 21%		<u>141.2</u>
Additional Appropriation required for August 16, 1975 COLA		\$ 813.7
Assume CPI change for calendar 1975 in Anchorage totals 14% Supervisors to get an additional 3% adjustment February 16		
Base Salary		\$1,601.3
August 16 full 5% adjustment	x	1.05
		<u>\$1,681.4</u>
February 16 adjustment	x	3%
Monthly Cost		\$ 50.4
Months remaining		<u>4.5</u>
FY 76 salary cost of February adjustment		\$ 227.0
Less 1% currently funded		<u>75.7</u>
Unfunded salaries February adjustment		\$ 151.3
Benefits at 21%		<u>31.8</u>
Additional appropriation required for February adjustment		<u>\$ 183.1</u>
Total additional appropriation required to ratify additional COLA Costs		<u>\$ 996.8</u>

GENERAL GOVERNMENT

Additional Appropriation to
Fund Cost of Living Adjustments

The General Government Contract was funded under the assumption that the Consumer Price Index (CPI) in Anchorage would rise by 9% during calendar 1975. During the first 3/4 of calendar 1975 it has risen by +10%. The contract with the General Government Bargaining Unit requires that an adjustment to salaries be made from July 1 forward for equal to each full percentage point that the increase in the CPI in Anchorage exceeds 9% for calendar 1975. For purposes of estimating the increased costs of such an adjustment it is assumed that the CPI will increase by 14% over the year. For each 1% that the increase is below 14% the following cost may be reduced by \$971,300.

↑
Anchorage CPI

\$'s in 000's

Additional Funding Required

\$4,856.6

	<u>Percent</u>	
FUNDING SOURCES:		
State General Fund	85.44%	4,149.5
Int'l Airport Revenue Fund	3.00	145.7
Highway Working Capital	.35	17.0
Teacher's Retirement Fund	.20	9.7
Public Employees Retirement Fund	.20	9.7
Agricultural Revolving Loan	.07	3.4
Veteran's Revolving Loan Fund	.49	23.8
FICA Fund Reserve Account	.03	1.5
Surplus Property Revolving Fund Reserve Account	.10	4.9
Second Injury Fund Reserve Account	.01	1.9
Sick and Disabled Fishermens Fund Reserve Acct.	.04	1.9
Donated Commodities Handling Fee Reserve Acct.	.04	1.9
Federal Program Receipts	10.00	485.7

GENERAL GOVERNMENT

Additional Appropriation to Fund
Cost of Living Adjustments
(\$'s in 000's)

6 months actual salary costs July - December 1975	\$42,805.5
Capital Improvement salaries	<u>(3,954.8)</u>
Operating Salaries	\$38,850.7
	+ <u>6</u>
Assume average monthly salaries applicable to FY 76 - before 1/1/76 addition of 9% assume 10% temporary salaries	\$6,475.1
Assume CPI change for calendar 1975 of +14% for Anchorage equates to an additional 5% for FY 76 for General Government	
Monthly salary cost July - December	\$6,475.1
Adjustment	<u>5%</u> \$ 323.8
Period July - December 31, 1975 Cost of adjustment	<u>6</u> \$ 1,942.5
Monthly salary cost	\$ 6,475.1
Funded advance for calendar 1976	x <u>1.09%</u>
Salary cost after adjustment	\$ 7,057.9
	x <u>5%</u>
	\$ 352.9
Period January - June 30, 1976	x <u>6</u>
Cost of Adjustment	\$ 2,117.4
Total salary cost of adjustment	<u>\$ 4,059.9</u>
Benefits (4,059.9) (10%) (7.25%) Temporary	29.4
(4,059.9) (90%) (21%) Permanent	<u>767.3</u>
Total appropriation required if CPI is 14% for each % point difference adjust by \$971.3	<u>\$ 4,856.6</u>

MEMORANDUM

RECEIVED
JUN 6 1976
BUDGET & MANAGEMENT

TO: Kent Dawson
Director
Division of Budget & Management
Department of Administration

DATE: December 31, 1975

FROM: Donald Harris
Commissioner
Department of Public Works

DH

SUBJECT: FY 76 Supplemental Request

The Division of Marine Transportation submitted to your office a supplemental request for the Fiscal Year 1976 budget in the amount of \$2,220.8. Attached is a recap of the Unions and items effecting the request.

History has shown a lapse in personal services funds each year. In an effort to correct this, adjustments were made to the formulas used to calculate the benefits for vessel employees. The estimated cost of benefits for fiscal year 1976 were thus reduced by approximately \$513.9. These funds, currently authorized, have been applied to the increased cost of personal services for fiscal year 1976, in turn reducing the supplemental request.

Attachment



397-48 permanent
 exit-line

Southeast Vessels	44¢ C.O.L. Eff. 1/1/75	55¢ C.O.L. Eff. 7/1/75	80¢ Wage Increase Eff. 7/1/75	Benefits	Total
Masters, Mates & Pilots	40,360 ⁴⁹	50,450	-0-	27,171	117,981
Marine Engineers	30,751 ⁵¹	38,438	-0-	21,395	90,584
Inlandboatmen's Union	401,361 ⁴⁵	501,701 ^{12th}	729,747	466,926	2,099,735
Total	472,472	590,589	729,747	515,492	2,308,300
Less Adj. Benefits					(400,700)
Supplemental Request					1,907,600

Southwest Vessels	36¢ C.O.L. Eff. 1/1/75	44¢ C.O.L. Eff. 7/1/75	80¢ Wage Increase Eff. 7/1/75	Benefits	Total
Masters, Mates & Pilots	8,813	10,771	-0-	9,951	29,535
Marine Engineers	8,813	10,771	-0-	6,691	26,275
Inlandboatmen's Union	48,730	59,558	108,288	154,026	370,602
Total	66,356	81,100	108,288	170,668	426,412
Less Adj. Benefits					(113,200)
Supplemental Request					313,212

Original Sponsor: Rules Committee
by request of the Governor

Offered: 1/28/76
Referred: Rules

1 IN THE HOUSE

BY THE FINANCE COMMITTEE

2 CS FOR HOUSE BILL NO. 628

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act making a supplemental appropriation to the
7 Department of Administration for cost-of-living adjust-
8 ments and salary increases for state employees covered
9 by collective bargaining agreements; and providing for
10 an effective date."

11 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

12 * Section 1. The sum of \$481,700 is appropriated from the general fund
13 to the Department of Administration for the fiscal year ending June 30, 1976,
14 to pay for \$103,900 in cost-of-living adjustments and \$377,800 in salary in-
15 creases due state employees in the confidential bargaining unit for fiscal
16 years 1975 and 1976 resulting from a supplemental agreement signed July 14,
17 1975 and an agreement signed January 9, 1976 by the State of Alaska and the
18 Confidential Employees' Association.

19 * Sec. 2. The sum of \$4,856,600 is appropriated to the Department of
20 Administration to be apportioned among the following listed funds for the
21 fiscal year ending June 30, 1976, to pay cost-of-living adjustments due state
22 employees in the general government bargaining unit for fiscal year 1976 re-
23 sulting from an agreement signed April 14, 1975 by the State of Alaska and
24 the Alaska Public Employees' Association:

25	General Fund	\$4,149,500
26	International Airport Revenue Fund	145,700
27	Highway Working Capital Fund	17,000
28	Teachers' Retirement Fund	9,700
29	Public Employees' Retirement Fund	9,700

1	Agricultural Revolving Loan Fund	3,400
2	Veteran's Revolving Loan Fund	23,800
3	FICA Fund Reserve Account	1,500
4	Surplus Property Revolving Fund Reserve Acct.	4,900
5	Second Injury Fund Reserve Account	1,900
6	Sick & Disabled Fishermen's Fund Reserve Acct.	1,900
7	Donated Commodities Handling Fee Reserve Acct.	1,900
8	Federal Program Receipts	485,700

9 * Sec. 3. The sum of \$1,001,500 is appropriated to the Department of
 10 Administration to be apportioned among the following listed funds for the
 11 fiscal year ending June 30, 1976, to pay cost-of-living adjustments plus
 12 interest due state employees in the supervisory unit for fiscal year 1976 re-
 13 sulting from an agreement signed December 13, 1974 by the State of Alaska and
 14 the Alaska Public Employees' Association:

15	General Fund	\$897,800
16	International Airport Revenue Fund	13,000
17	Highway Working Capital Fund	20,900
18	Federal Program Receipts	69,800

19 * Sec. 4. The sum of \$5,351,700 is appropriated to the Department of
 20 Administration to be apportioned among the following listed funds for the
 21 fiscal year ending June 30, 1976 to pay for salary increases due state em-
 22 ployees in the labor, trades and crafts unit for fiscal years 1975 and 1976
 23 resulting from an agreement signed September 4, 1975, by the State of Alaska
 24 and the Tri Trades Public Service Council:

25	General Fund	\$3,697,000
26	International Airport Revenue Fund	530,200
27	Fish and Game Fund	9,700
28	Highway Working Capital Fund	885,300
29	Federal Program Receipts	229,500

1 * Sec. 5. The sum of \$2,226,163 is appropriated from the general fund to
2 the Department of Administration for the fiscal year ending June 30, 1976, to
3 pay for \$1,215,868 in cost-of-living adjustments plus interest and \$1,010,295
4 in salary increases due employees of marine unions for fiscal years 1976 re-
5 sulting from contracts negotiated by the State of Alaska and the Masters,
6 Mates and Pilots, Inland Boatmen's Union and Marine Engineers' Beneficial
7 Association.

8 * Sec. 6. Notwithstanding the provisions of AS 37.07.080(e) pertaining to
9 appropriation transfers, the division of budget and management is authorized
10 to transfer the appropriated amounts shown in secs. 1 - 5 of this Act between
11 program categories or agencies as required for salary increase purposes.

12 * Sec. 7. This Act takes effect immediately in accordance with AS 01.10.-
13 070(c).

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Introduced: 1/19/76
Referred: Finance

1 IN THE HOUSE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 HOUSE BILL NO. 628

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act making a supplemental appropriation to the
7 Department of Administration for salary increases
8 for state employees covered by collective bargain-
9 ing agreements; and providing for an effective date."

10 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

11 * Section 1. The sum of \$481,700 is appropriated from the general fund
12 to the Department of Administration for the fiscal year ending June 30,
13 1976, to pay for salary increases due state employees in the confidential
14 bargaining unit for fiscal years 1975 and 1976 resulting from a supplemental
15 agreement signed July 14, 1975 and an agreement signed January 9, 1976 by
16 the State of Alaska and the Confidential Employees' Association.

17 * Sec. 2. The sum of \$4,856,600 is appropriated to the Department of
18 Administration to be apportioned among the following listed funds for the
19 fiscal year ending June 30, 1976, to pay salary increases due state employees
20 in the general Government bargaining unit for fiscal year 1976 resulting
21 from an agreement signed April 14, 1975 by the State of Alaska and the
22 Alaska Public Employees' Association:

23	General Fund	\$4,149,500
24	International Airport Revenue Fund	145,700
25	Highway Working Capital Fund	17,000
26	Teachers' Retirement Fund	9,700
27	Public Employees' Retirement Fund	9,700
28	Agricultural Revolving Loan Fund	3,400
29	Veteran's Revolving Loan Fund	23,800

1	FICA Fund Reserve Account	1,500
2	Surplus Property Revolving Fund Reserve Acct.	4,900
3	Second Injury Fund Reserve Account	1,900
4	Sick & Disabled Fishermen's Fund Reserve Acct.	1,900
5	Donated Commodities Handling Fee Reserve Acct.	1,900
6	Federal Program Receipts	485,700

7 * Sec. 3. The sum of \$996,800 is appropriated to the Department of
 8 Administration to be apportioned among the following listed funds for the
 9 fiscal year ending June 30, 1976, to pay salary increases due state employees
 10 in the supervisory unit for fiscal year 1976 resulting from an agreement
 11 signed December 13, 1974 by the State of Alaska and the Alaska Public
 12 Employees' Association:

13	General Fund	\$ 893,100
14	International Airport Revenue Fund	13,000
15	Highway Working Capital Fund	20,900
16	Federal Program Receipts	69,800

17 * Sec. 4. The sum of \$5,351,700 is appropriated to the Department of
 18 Administration to be apportioned among the following listed funds for the
 19 fiscal year ending June 30, 1976 to pay for salary increases due state
 20 employees in the labor, trades and crafts unit for fiscal years 1975 and
 21 1976 resulting from an agreement signed September 4, 1975, by the State of
 22 Alaska and the Tri Trades Public Service Council:

23	General Fund	\$3,697,000
24	International Airport Revenue Fund	530,200
25	Fish and Game Fund	9,700
26	Highway Working Capital Fund	885,300
27	Federal Program Receipts	229,500

28 * Sec. 5. The sum of \$2,220,800 is appropriated from the general fund
 29 to the Department of Administration for the fiscal year ending June 30,

1 1976, to pay for salary increases due employees of marine unions for fiscal
2 years 1976 resulting from contracts negotiated by the State of Alaska and
3 the Masters, Mates and Pilots, Inland Boatmen's Union and Marine Engineers'
4 Beneficial Association.

5 * Sec. 6. Notwithstanding the provisions of AS 37.07.080(e) pertaining
6 to appropriation transfers, the division of budget and management is
7 authorized to transfer the appropriated amounts shown in secs. 1--5 of this
8 Act between program categories or agencies as required for salary increase
9 purposes.

10 * Sec. 7. This Act takes effect immediately in accordance with AS
11 01.10.070(c).

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