

ALASKA LEGISLATURE

1910

HOUSE and SENATE FINANCE COMMITTEE FILES, 1999 - 2000

Personal, annual and sick leave will be recorded on an hours basis. The minimum charge for leave taken will be one-quarter hour. Leave in excess of one-quarter hour will be reported in one-quarter hour increments.

When the leave balance is insufficient to cover the amount of leave taken, leave taken will first be applied to reduce the accrued leave to "zero." The residue will then be reported as LWOP.

LWOP time will be reported in hours of absence within a pay period, reporting to the nearest two decimal places. If an employee is on LWOP the entire pay period, report the number of hours in the pay period as LWOP (e.g. 7.5 times the number of working days, including holidays, in the pay period).

16. Leave Without Pay

Normally, employees shall not be permitted to take leave without pay when personal, annual or sick leave (as appropriate to the circumstances) is accrued to their account. Nor shall employees take leave without pay after exhausting their sick leave when annual leave remains in their account. The possible exceptions are:

- a. As provided for in the family leave acts.
- b. Authorized LWOP: Charged without regard to accrued leave or when approved leave is exhausted and defaults to LWOP.
- c. Disciplinary LWOP: Leave without pay for disciplinary purposes is charged without regard to accrued leave on record. Disciplinary leave without pay for employees who are not FLSA exempt may be as short as one-quarter hour administered for lateness or may reflect a period of suspension or similar causes. For employees who are FLSA exempt, leave without pay for disciplinary purposes may not be in increments of less than one work week block of time except for instances of major safety violations. For this type of leave the leave request/report form should reflect "Disc LWOP" for disciplinary actions.
- d. Unauthorized LWOP: Leave without pay for periods of absence without approved leave is charged without regard to accrued leave on record. The leave request/report form should reflect "Unauthorized LWOP" for unapproved leave.
- e. As specifically provided in collective bargaining agreements.
- f. As provided in 2 AAC 08.095(d).
- g. Workers' Compensation.

Should an employee's approved leave default to leave without pay by the end of a pay period, and should this absence extend into the new pay period, the employee will be permitted to draw upon the newly-accrued annual, sick, or personal leave (as is appropriate) once this new accrual has been posted to the employee's account. (For this purpose, this new leave will be considered to have been posted to the employee's account before business begins on the 1st and the 16th of the month.)

Agencies (and employees) should be aware that this new accrual will be somewhat less than the employee's normal accrual because of LWOP in the pay period in which it was earned. (See Section 14 above.)

In no event will the employee be allowed to use the newly-accrued leave to erase or decrease LWOP incurred in a previous pay period.

Should a termination while on leave situation be created (see Section 8 above), it will be the responsibility of the employing agency to correct the employee's time and attendance record so that no leave accrues to the employee's account for the period of leave. This may involve recovering all or part of the unearned leave accrual and charging the absence instead to LWOP.

17. Mandatory Leave Usage/Excess Leave - Notice to Employees

Departments shall advise employees of the number of remaining hours of mandatory annual or personal leave that must be taken prior to December 15. See collective bargaining agreements and 2 AAC 08.060. Annual/Personal leave may be scheduled by the employer to offset liability of excess annual/personal leave payoff.

18. Effects of Leave Without Pay

Throughout the preceding sections, employee and department options concerning the placement of an employee on LWOP while the employee still has leave in the employee's account are discussed. Before such action is taken, the following consequences should be considered:

- a. Group health and life insurance coverage will cease at the end of the month in which LWOP commences unless prior arrangements are made with the employee's Human Resources Manager for the employee to pay the premiums or unless the federal Family and Medical Leave 12 week entitlement is engaged.
- b. The employee will not receive retirement service credit in the Public Employees' Retirement System for the duration of LWOP if the period(s) of LWOP exceed ten days in a calendar year.
- c. The employee will not accrue any personal, sick or annual leave while on LWOP. In addition, the employee will not accrue any leave during a pay period in which unauthorized LWOP occurs. (See 13 and 14.)
- d. The employee's leave anniversary date, longevity date and merit anniversary date are advanced one month for each accumulation of 23 days of LWOP in the leave year (from December 16 to the following December 15) unless otherwise provided for in statutes, regulations or contracts. The employee's probationary period will be extended one month for each accumulation of 23 days of LWOP in the leave year unless otherwise provided for in contract.
- e. In addition to not receiving regular compensation, the employee would not receive holiday pay while on full LWOP either the last work day before or the first work day following a holiday.
- f. Any of the above listed items may be altered by collective bargaining agreements.

19. Seasonal Leave Without Pay

If available annual or personal leave is not used prior to the effective date of seasonal leave without pay, leave will be paid in a lump sum payment. Some collective bargaining agreements provide for an option of carrying some annual/personal leave over an "off" season. The collective bargaining agreements should be consulted.

20. Other

Please refer to memoranda issued periodically to cover specific applications of provisions of the various collective bargaining agreements.

APPENDIX D

Personnel Memorandum ~~86-14 00-3~~

To: All Personnel Officers
Human Resource Managers Date: ~~April 15, 1986~~
March 2, 2000

Phone: ~~465-4430~~
465-4429

From: ~~Frank Raye~~, Director
Sharon Barton
Division of Personnel
Department of Administration Re: ~~Personnel Memorandum 86-14 00-3~~
Affirmative Action Appointments
When Underutilization Exists
(Supersedes Personnel
Memorandum ~~84-2 90-2~~)

This memorandum establishes procedures which give consideration to affirmative action goals under 2 AAC 07.175(b).

Affirmative action necessitates every reasonable effort to employ in State government qualified persons of each race and sex at least in proportion to their availability in the relevant job markets. To the extent that we fail to meet that goal, underutilization of persons by race or sex may exist. ~~2 AAC 07.175 permits hiring below the fifth rank to meet affirmative action goals when a race/ethnic or sex group is underutilized.~~

To determine whether underutilization exists, refer to the department's "Expanded Certification Assessment Workforce Underrepresentation Underutilization Report" issued quarterly by the Office of Equal Employment Opportunity and the "Expanded Certification Assessment Underutilization Report for Women" also issued by the Office of Equal Employment Opportunity. (Questions on how to use these reports should be directed to the Manager, Affirmative Action Program, Office of Equal Employment Opportunity.)

Where there is no documented underutilization, use of expanded ~~certification~~ assessment procedures is **not** possible. Selection of a candidate must be in accordance with 2 AAC 07.170 and applicable ~~union contracts~~ collective bargaining agreements.

Where documented underutilization does exist, the procedures are as follows:

1. Determine the targeted group(s) for the vacant position by referring to the department's "Expanded Certification Assessment Workforce Underrepresentation Underutilization Report" and "Expanded Certification Assessment Underutilization Report for Women."
2. **Equally CONSIDER for appointment:**
 - a. A **minimum** of one member of each targeted underutilized group, if available ~~on the certification~~ in the applicant pool. More than the minimum number of candidates in each group may be considered.
 - b. A **minimum** of one candidate ~~from the top five ranks~~ who is **not** a member of an underutilized group, if available ~~on the certification~~ in the applicant pool. More than the minimum number of candidates ~~in the top five ranks~~ may be considered.

In addition to expanded certification assessment requirements, ~~please remember that permanent bargaining unit members within the top five ranks under some collective bargaining agreements must be offered an opportunity to interview where union contract requires under some collective bargaining agreements.~~ NOTE: An individual candidate may actually satisfy more than one requirement, e.g., a bargaining unit member who is also a member of an underutilized group.

3. **SELECTION** may be made of any candidate considered in #2 above ~~or a transfer or rehire candidate. Selection may be made from among the top five ranks, a member of an underutilized group (regardless of rank), a transfer or rehire candidate, or a departmental or interdepartmental promotional candidate within the respective top five ranks of these candidates. We suggest that all candidates of equal or higher score than the candidate selected be considered, if appointment is made from within the top five ranks. We suggest that members of underutilized groups be considered in the same manner.~~

An agency is not required to appoint a candidate from an underutilized racial or sexual group. The appointing authority, on the basis of all relevant factors, which may include the need for the State government's workforce to be composed of qualified persons of each race and sex in proportion to their number in the relevant job markets, is expected to hire on the basis of ability.

Under these procedures, no applicant is to be denied employment solely on the basis of race or sex, and none is to be hired solely on that basis. Rather, these procedures are designed to correct, so long as it may exist, any underutilization of racial or sexual groups which may have resulted from preexisting selection procedures ~~or from the misapplication of these preexisting selection procedures.~~ These procedures may be utilized only where underutilization is documented and not otherwise. ~~When documented underutilization of a class has been corrected, these procedures no longer apply.~~

Ultimately, affirmative action and the merit system are two sides of the same coin. Both demand that employment and promotion decisions be made on the basis of ability. Where recruiting, selection, and promotion practices result in underutilization of racial or sexual groups in comparison to the number of qualified persons of each race or sex in the relevant labor market, those practices must be corrected. These procedures will help but they are not a solution to the overall problem. ~~That solution will take more time. While we work on that solution, we will use these procedures.~~

These expanded certification assessment procedures apply to ~~every certification issued by the Division of Personnel or the operating departments every vacancy of a permanent position in the classified service filled through Workplace Alaska.~~ These include: ~~open competitive lists, promotional lists, local preference lists (p Please remember that although expanded certification assessment procedures apply to local preference lists, a job service referral may be obtained if, after using the expanded certification assessment procedures, there are no local candidates), and unranked lists (except there are is no "top five ranks" applicant pool for these lists).~~

For ease in reference, the definition of "consideration" is reproduced below:

Consideration of an Individual occurs when the hiring supervisor has obtained enough knowledge of the candidate's background in relationship to the job to determine whether or not the candidate should be selected, rejected or given further consideration. Methods of consideration can range from a review of the candidate's work history, or application, to a telephone or in-person interview. These are examples of how knowledge of a candidate's background and suitability may be gained. They are not all-inclusive. However, the appointing authority must be prepared to provide the applicant with the **job-related** reason(s) for which ~~they were~~ he or she was not selected. When using expanded

~~certification assessment~~, candidates must be treated the same way as in the usual selection ~~from among the top five available and interested~~ process.

~~Failure of an individual to respond to an availability inquiry does not constitute consideration. The same is true for candidates who respond that they are not available or are not interested. Appropriate coding on the returned certification should be "FR" (failed to respond), or "NI" (not interested), not "NC" (not considered) or "NS" (not selected). Dispositions of "withdrew interest", "incomplete application", "disqualified" and "did not meet minimum qualifications" are representative of applicants not eligible for consideration. The consideration given to a member of an underutilized group should be documented in the "dispo comment" field of Workplace Alaska.~~

FR/ni
2/4K2/0703-85/25

APPENDIX E

**Letter of Agreement
between the
State of Alaska
and the
Alaska State Employees Association, AFSCME Local 52**

LOA: 97-GG-023
Re: Overtime Pay
Nurses I, II, III
Nurse II (Psychiatric)
Nurse III (Psychiatric)

The parties mutually agree that employees in the job classifications listed above will be eligible for overtime as though they were eligible for overtime under the provisions of Article 22. The parties understand the entitlement to overtime pay stems solely from the collective bargaining agreement, not the Fair Labor Standards Act.

This Letter of Agreement shall be effective July 1, 1996, and shall remain in effect for the life of the ~~1996-1999~~ 2000 - 2003 ~~a~~Collective ~~b~~Bargaining ~~a~~Agreement unless modified or canceled by mutual agreement of the parties.

APPENDIX F

**Letter of Agreement
between the
State of Alaska
and the
Alaska State Employees Association, AFSCME Local 52**

LOA: 97-GG-024

Re: Overtime Pay for Hatchery Technicians

The parties mutually agree that Fish and Wildlife Technicians I, II and III employed by the Department of Fish and Game at hatcheries will be eligible for overtime as though they were eligible for overtime under the provisions of Article 22. The parties understand the entitlement to overtime pay stems solely from the collective bargaining agreement, not the Fair Labor Standards Act.

This Letter of Agreement shall be effective July 1, 1996, and shall remain in effect for the life of the ~~1996-1999~~ 2000 - 2003 ~~e~~Collective ~~b~~Bargaining ~~a~~Agreement unless modified or canceled by mutual agreement of the parties.

APPENDIX G

**Letter Of Agreement
between the
State Of Alaska
and the
Alaska State Employees Association, AFSCME Local 52**

LOA 97-GG-025

RE: Alternate Workweek for Youth Counselors

It is mutually agreed between the parties that the following terms and conditions of employment shall apply to certain twenty-four (24) hour institutional employees of the Department of Health and Social Services, Division of ~~Family and Youth Services~~ Juvenile Justice, in the implementation of an alternate workweek.

All provisions of the ~~1996-1999~~ 2000 - 2003 ~~eCollective bBargaining aAgreement~~ not in conflict with or specifically modified by this Letter of Agreement shall remain in full force and effect.

This agreement covers the following job classes: Youth Counselors I, II and III.

1. The normal workweek shall consist of forty (40) hours in pay status from Sunday midnight to Sunday midnight within a maximum of five (5) consecutive days. Employees will be compensated at the rates established in Appendix A, subject to Article 40. All full-time permanent or probationary Youth Counselors shall be guaranteed a full workweek.
2. Meal breaks shall not normally be scheduled or taken. Relief breaks will be managed in accord with past practice. The Employer shall provide resident meals without cost to all Youth Counselors required to supervise residents or living units during resident meal periods.
3. Hours worked on a holiday shall be paid in accordance with Section 22.06 (Holiday Pay) based on an eight (8) hour day. When a holiday falls on an employee's day off, the employee shall receive payment for the holiday for eight (8) hours at the straight-time rate provided the employee was in pay status for a portion of the last regularly scheduled workday prior to the holiday and in pay status for a portion of the next regularly scheduled workday after the holiday.
4. Each bargaining unit member who is scheduled to work more than eight (8) hours shall be paid a differential in accordance with Section 21.04 for the first eight (8) hours scheduled and again beginning with the ninth (9th) scheduled hour.
5. This agreement shall become effective July 1, 1996, and shall remain in effect for the life of the ~~1996-1999~~ 2000 - 2003 ~~eCollective bBargaining aAgreement~~ and may be amended or canceled only by mutual agreement of the parties.

LETTER OF AGREEMENT
between the
STATE OF ALASKA
and
ASEA/AFSCME LOCAL 52
representing the
GENERAL GOVERNMENT UNIT

Upon execution by the parties, this Letter of Agreement is intended to become effective immediately. It will be the process by which appeals from medical claim disputes are resolved under the terms of the 1996-1999 collective bargaining agreement. It is further agreed that this procedure shall carry over and become a tentative agreement in the successor to the 1996-1999 State of Alaska - ASEA/AFSCME Local 52 Collective Bargaining Agreement.

APPENDIX H

Appeals of medical claims under the medical coverage provided to GGU Employees.

Section 1. APPLICABILITY.

The provisions of this agreement apply only so long as the Commissioner of Administration determines that a self-insured program of medical coverage will be provided to enrollees. If a self-insured program ceases to exist, this agreement becomes null and void.

Section 2. EXHAUSTION OF REMEDIES PROVIDED BY CLAIMS PAYER REQUIRED

Before appealing to the plan administrator under this article, an enrollee must fully utilize any appeal procedures provided by a claims payer under a contract entered into under AS 39.30.095(c)(2).

Section 3. APPEAL TO PLAN ADMINISTRATOR

(a) An enrollee may appeal to the plan administrator from a final decision by the claims payer denying the enrollee's claim in whole or in part. A "final decision by the claims payer" is a decision that is not subject to any further review by the claims payer.

(b) The enrollee's appeal must be in writing, must explain the grounds for the appeal, and must be postmarked or received by the plan administrator within forty five (45) days of the date that the enrollee received written notice of the final decision by the claims payer. The enrollee may submit documentation in support of the appeal. The plan administrator may waive the filing requirement of this subsection if there are extraordinary medical circumstances resulting in the enrollee's inability to meet the filing requirement. In addition, an appeal submitted within ninety (90) days of the signing of this agreement, regardless of the date an enrollee received notice of the final decision from the claims payer, shall be reviewed by the plan administrator.

(c) The plan administrator shall send a final written decision on the appeal within 30 days of the date that the appeal is received, unless the administrator determines that additional information is necessary for resolution of the appeal. If the administrator determines that additional information is necessary, the administrator shall allow the enrollee an additional thirty (30) days to submit the additional information. If the additional information is not furnished within thirty (30) days, the administrator may deny the appeal. If the additional information is furnished in a timely manner, the administrator shall send a final written decision on the appeal within thirty (30) days of the date that the additional information is received.

(d) Failure by the plan administrator to issue a written decision within the time frames established in this section result in the appeal proceeding to the next level of review as described in Section 4 below.

Section 4. EXTERNAL REVIEWS

(a) Any enrollee who has exhausted the internal appeals mechanisms provided by a claims payer and the plan administrator under Sections 2 and 3, may appeal to the plan administrator for external review.

(b) To appeal a decision, an enrollee shall, within thirty (3) days from receiving a final written determination from plan administrator, file a written request for an external review with the plan administrator. The request shall be on a form prescribed by the plan administrator and shall include an executed release form, evidence of coverage, and evidence that all internal appeals have been exhausted.

(c) The plan administrator will, within fifteen (15) days of receiving an appeal, forward the appeal to an appropriate external review organization, based on the nature of the appeal, as follows: (1) any appeal of a determination not to certify (or not to pay a claim for) an admission, service, procedure or extension of stay shall be referred to an independent review organization; and (2) any other appeal, including those relating to coordination of benefits, and

calculation of usual, customary and reasonable charges, shall be referred to the Health Plan Review Group.

Section 5. INDEPENDENT REVIEW ORGANIZATION

(a) When an appeal is referred to an independent review organization, within ten (10) days of receipt of the request for appeal from the plan administrator, the independent review organization shall conduct a preliminary review of the appeal and accept it for full review if it determines that:

- (1) the individual was or is an enrollee in the plan;
- (2) the benefit or service that is the subject of the complaint or appeal reasonably appears to be a covered service or benefit under the agreement provided by contract to the enrollee and any benefit limitations have not been exhausted;
- (3) the enrollee has exhausted all internal appeals mechanisms; and
- (4) the enrollee has provided all information required by the plan administrator to make a preliminary determination including the appeal form, a copy of the final decision of denial and a fully-executed release to obtain any necessary medical records from the claims payer and any other relevant provider.

(b) Upon completion of the preliminary review, the independent review organization shall notify the plan administrator, and the enrollee or provider, in writing as to whether the appeal has been accepted for full review and, if not so accepted, the reasons therefore. If the appeal is accepted for full review, the organization shall immediately notify the enrollee and the claims payer of their opportunity to submit the information specified in subsection (c) of this section within ten (10) days from the date of such notice for consideration during its review.

(c) Upon acceptance of the appeal for review, the independent review organization shall conduct a full review to determine whether the adverse determination should be reversed or sustained. Such review shall be performed by a provider who is a specialist in the field related to the condition that is the subject of the appeal. The reviewing provider may take into consideration:

- (1) pertinent medical records,
- (2) consulting physician reports,
- (3) practice guidelines developed by the Federal government, national, state or local medical societies, boards or associations, and
- (4) The independent review organization shall complete its review and forward its decision to affirm or reverse the adverse determination to the plan administrator within thirty (30) days of completion of the preliminary review together with a report of its review. The independent review organization may request an extension of time from the plan administrator within which to complete its review as may be necessary due to circumstances beyond its control. If an extension is granted, the independent review organization shall provide written notice to the enrollee or provider, setting for the status of its review, the specific reasons for the delay and the anticipated date of completion of the review.

(e) The plan administrator may reassign an appeal to another independent review organization if he determines (1) that a conflict of interest exists which may negatively affect the objectivity of the organization to which the appeal was initially assigned, or (2) that the organization to which an appeal was assigned is unable to complete its review within a reasonable time.

(f) To the extent allowed by law, the plan administrator shall accept the decision of the independent review organization, and notify the enrollee or provider and the claims payer of the final decision, which shall be binding. The report of the independent review organization's review shall be made available to the enrollee and the claims payer. The decision of the independent review organization shall not be construed as authorizing services in excess of those provided for in the enrollee's benefits plan.

Section 6. INDEPENDENT REVIEW ORGANIZATION QUALIFICATION

The plan administrator shall enter into agreements for external appeals services with as many independent review organizations as deemed necessary after consultation with affected health benefit plan groups. The agreements shall set forth all terms which the plan administrator deems necessary to assure a full and fair review of appeals, and shall comply with AS 35.30 (the state procurement code).

Section 7. HEALTH PLAN REVIEW GROUP

(a) The Health Plan Review Group shall be composed of two General Government members, one Supervisory Unit member, and three appointees of the Commissioner of Administration. Time spent by the Health Plan Review Group on health appeals or group related business is considered administrative time. Expenses associated with the Health Plan Review Group, including travel and per diem, will be paid by the affected health plan.

(b) When an appeal is referred to the Health Plan Review Group, the Group shall immediately notify the enrollee and the claims payer of their opportunity to submit the information specified in subsection (c) of this section within fourteen (14) days from the date of such notice for consideration during its review.

(c) Upon receipt of the appeal for review, the Group shall, within forty five (45) days, conduct a full review to determine whether the adverse determination should be reversed or sustained. The Group may take into consideration:

- (1) pertinent medical records,
- (2) consulting physician reports,
- (3) provisions of the health plan; and
- (4) oral testimony from the enrollee, or the enrollee's representative, and from the plan administrator, or the plan administrator's representative.

(d) To the extent allowed by law, the plan administrator shall accept the decision of the Health Plan Review Group, and notify the enrollee and the claims payer of the decision, which shall be binding. The report of the Health Plan Review Group shall be made available to the enrollee and the claims payer.

(e) The Health Plan Review Group must, under all circumstances, remain constant to the provisions of the plan. If the Commissioner finds that a decision of the Health Plan Review Group is not consistent with the provisions of the plan, he may resubmit the decision to the Health Plan Review Group for further review.

Section 8. EMERGENCIES

(a) The plan administrator may review claims of an emergency nature on an expedited basis, including use of shortened schedules, telephonic proceedings, and other procedures necessary to facilitate prompt determinations. "Emergency" as used in this section shall be limited to determinations where a patient's life or health would be threatened by delay. In making determinations of emergency, deference will be given to certification of such by a claimant's treating physician.

(b) Appeals granted under emergency procedures do not have any precedential value in future appeals due to the abbreviated nature of emergency procedures, and any medical treatment approved in an emergency procedure is not thereby approved for any claimant not specifically a party to the emergency procedure.

Section 9. DEFINITIONS

(a) "Adverse determination" means a determination by the claims payer not to (1) approve an admission, service, procedure or extension of stay, or (2) pay a claim.

(b) "Claim" means a claim for benefits under the insurance coverage provided pursuant to AS 39.30.090 or AS 39.30.150;

(c) "Claims payer" means the third-party administrator of benefit claims and payments under a contract entered into by the plan administrator under AS 39.30.095(c)(2);

(d) "Day" means a calendar day;

(e) "Plan administrator" means the administrator appointed by the Commissioner of Administration under AS 39.30.095(c);

(f) "Enrollee" means a person covered under any provision of AS 39.30.090 or 39.30.150 or the person's eligible dependents.

(g) "Independent review organization" means an impartial health organization selected by the plan administrator, after consulting parties to this agreement, to provide a binding decision in certain cases where all internal appeals with the state's claims payer and plan administrator have been exhausted.

(h) "Provider" means a person licensed to provide health care services.

Section 10. SEVERABILITY

If any provision of this agreement, inclusive, or the application thereof to any person or circumstance is for any reason held to be invalid, the remainder of this agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby.

Section 11. EXCLUSIVE REMEDY

This agreement represents the exclusive administrative remedy for health claim disputes; such disputes are not subject to the grievance or complaint provisions of the contract between the GGU and the State.

Section 12. AMENDMENTS

This appeal procedure may be amended by mutual agreement of the parties.

APPENDIX I

LETTER OF UNDERSTANDING

Between the

STATE OF ALASKA

And the

ALASKA STATE EMPLOYEES ASSOCIATION, AFSCME Local 52

Representing the

General Government Bargaining Unit

Re: Article 19.03

It is understood and agreed between the parties that the following terms constitute full and final resolution of Class Action Grievance A98-G-0034 (Union)/#98-G-341 (State), and all related disputes regarding the payment of General Government Unit (GGU) health insurance contributions/premiums from State-owned insurance reserves:

1. It is agreed between the parties that GGU specific health insurance reserves which have or may accrue on or after the date of this agreement shall be utilized only for the purposes of payment of GGU health insurance claims and related costs of health insurance plan administration, unless otherwise agreed between the parties.
2. From and after the date of signing, the State shall provide to the Union in a timely manner copies of all reports which reflect any interest accrued on GGU specific health insurance reserves.
3. The State shall provide to the Union copies of all written directions which have and will be issued to NYLCare (or other third party plan administrators) regarding the administration of the health insurance plan for GGU employees, with the exception of written instructions regarding the claims of individual employees. In no case shall the State be required to provide confidential medical information on employees to the Union.
4. The State shall provide the Union with a copy of the State of Alaska health insurance plan document applicable to GGU employees, and a copy of the health insurance plan administration contract with NYLCare (including any amendments thereto).
5. The State shall provide to the Union the information described below, either in a spread sheet format or through production of source documents containing the information –
 - ◆ Copies of reports from NYLCare on GGU specific medical claims expenditures and administrative costs, including related correspondence; such information is to be provided monthly or in such frequency as is made available from NYLCare.
 - ◆ Monthly reports showing the number of health insurance eligible GGU employees reported to NYLCare, and the amount of health insurance contributions/premiums made by the State and employees (if applicable)
 - ◆ All information which the State receives regarding the status or adjustment of "incurred but not reported" and "extended liability" reserves which have been or may be established for GGU specific reserves, including correspondence with and any recommendations made by the State-employed consultant(s) or claims administrators.

6. The State agrees that the Union has the right to inspect and make reasonable copies of GGU-related health insurance documents during normal business hours at the office where such records are maintained.

7. In addition, the State agrees that not later than April 22, 1999, the State shall provide a historical reconstruction of the GGU health insurance plan experience from February 1, 1992 through March 31, 1999. This information shall be based on information available to the State on the date of signing of this agreement, and shall include, to the extent available: 1) information on the premium/contribution rates in effect throughout the period, 2) numbers of employees for whom premiums/contributions were made, 3) totals of monthly premiums/contributions to the GGU health plan, 4) GGU specific claims experience and administrative expenses, and 5) GGU specific health insurance reserves.

The State agrees that all information specified in Paragraph #5 shall be provided to the Union within ten (10) working days following receipt by the State.

APPENDIX K

Designation of Floating Holiday

In accordance with Article 24.03, the holiday observed on shall be considered a floating holiday for the following employee(s):

<u>PCN</u>	<u>Employee Name</u>	<u>Classification</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Approved: _____

Division Director _____

Date _____

CC: Departmental Human Resources Office

APPENDIX L

LETTER OF AGREEMENT

Between the
STATE OF ALASKA

And the
ALASKA STATE EMPLOYEES ASSOCIATION, AFSCME Local 52
Representing the
General Government Bargaining Unit

Re: Health Benefits Educational Program
LOA No. _____

The parties recognize that, in order to most effectively transfer the existing plan of group health benefits from and Employer-directed plan to and employee-directed plan, it will require a considerable amount of education and information for the eligible bargaining unit members in the General Government Bargaining unit. The parties also recognize that the delivery of the basic information necessary for the members to make an informed choice about future health care options will require a considerable financial expenditure.

Therefore, subject to legislative appropriation pursuant to AS 23.40.215, not later than July 31, 2000 the Union shall receive from the State the sum of one hundred forty-four thousand dollars (\$144,000) to be used exclusively for the purpose of educating members of the General Government Bargaining Unit regarding the implementation and administration of the employee-directed health benefits plan to be administered by the Union under the provisions of Article 19.03.

In addition, the Employer agrees that health benefits eligible bargaining unit members will be permitted up to one (1) hour of work time to attend informational meetings regarding the new health benefits plan. The Union agrees to make every effort to schedule informational meetings in a fashion designed to minimize disruption of productive work time.

The Union further agrees that these funds shall be used exclusively for web page design, informational meetings, plan booklet production and printing, travel and related expenses, consultants and legal expenses necessary for the implementation of the employee-directed health benefits plan, trustee training, and other expenses as may be necessary and directly related to implementation of such a program in the General Government Bargaining Unit.

The Union agrees that these funds shall be accounted for separately from other Union funds and that, if any of these funds remain unexpended as of the date that the employee-directed plan under Article 19.03 is implemented, such residual funds shall be transferred into the new health benefit plan for payment of premiums or accrual of reserves.

LETTER OF AGREEMENT
Between the
STATE OF ALASKA
And
ALL LABOR ORGANIZATIONS
Recognized as Exclusive Representatives of
Bargaining Unit Members
Employed by the
State of Alaska

Re: State wide Labor/Management Committee on Delivery of Public Services

The signatories to this agreement hereby agree to the formation of a Statewide Labor/Management Committee on efficiency and effectiveness in the delivery of public services. The Committee is established to review, investigate and discuss, in a spirit of openness and cooperation, the means and methods for the most cost efficient and effective means by which state government may deliver services to the public, including fiscal, policy, procedural and legislative issues which may impact the operations of the executive branch, with the intent to promote agreement on matters which will enhance operating efficiencies, safety and related issues. The Committee may review all means by which services are now, or may in the future, be delivered, including the use of private sector vendors and all factors which may impede or enhance the direct delivery of services by state agencies. The Committee may not modify the terms of any collective bargaining agreement, but may make recommendations to the parties regarding desired changes on any subject, whether or not such subject matter is currently addressed in a collective bargaining agreement(s).

This letter of agreement does not negate any established labor management committees between any of the parties, whether established through individual letters of agreement or through collective bargaining agreements. The Committee shall meet as provided for in the Committee's By-Laws, provided, however, that the Committee shall meet not less than four (4) times a year with the Commissioner of Administration to report on its findings and recommendations:

LETTER OF AGREEMENT
Between the
STATE OF ALASKA
And the
ALASKA STATE EMPLOYEES ASSOCIATION, AFSCME Local 52
Representing the
General Government Bargaining Unit

Re: Article 19 Transition Coverage & Implementation
LOA No. _____

In the event that (1) the parties have agreed upon the implementation of an employee-directed health benefit plan under the provisions of Article 19.03, and, (2) provided that the legislature has appropriated the required funding for the implementation of such a program pursuant to AS 23.40.215, yet (3) there is a delay in the implementation of the employee-directed plan, it is understood and agreed between the parties that the Employer shall continue to provide a policy of group insurance covering eligible bargaining unit members, the members' spouses and the members' eligible dependents. Unless otherwise mutually agreed, the Employer shall maintain the level of benefits in effect on June 30, 2000.

The eligible bargaining unit members shall contribute the difference between the Employer's contribution and the total premium amount necessary to provide the agreed-upon level of benefits for the duration of the Employer provided coverage. Bargaining unit member contributions shall be made by payroll deductions, except in those instances where a member elects to self-pay member contributions while on an approved leave of absence without pay.

It is further agreed that health insurance consultants representing the interests of the parties shall meet not later than May 1, 2000, for the purposes of attempting to agree upon the amount of monthly member contributions which will be necessary to maintain the level of benefits provided while ensuring the fiscal integrity of the group health plan and reserve funds attendant thereto. The objective of the parties shall be to have at least four million dollars (\$4,000,000) in unrestricted reserve funds when the health benefit plan becomes an employee-directed plan. The representatives of the parties shall make their joint or their respective recommendations on member contribution rates not later than May 15, 2000. In the absence of agreement between the parties, the final decision regarding the amount of member contributions to the group insurance program shall be as established by a neutral third party. The parties agree that this neutral third party shall be the former Commissioner of the Department of Labor, Jim Samoson.

The parties specifically acknowledge the Union's interest in postponing the implementation of an employee-directed benefit plan until such time as four million dollars (\$4,000,000) in accrued, unrestricted General Government reserves may be transferred from the Employer provided benefit plan into the employee-directed benefit plan. The parties therefore agree that, other provisions of Article 19 notwithstanding, the implementation of the employee-directed health benefit plan may be delayed until four million dollars (\$4,000,000) of unrestricted reserves are available for transfer to the Union. For purposes of this agreement, "unrestricted reserves" are those reserves which are identified as exceeding the reserve amounts necessary for 1) claims payments issued but not redeemed, 2) contingency reserve utilization, and 3) incurred but not reported claims.

This agreement takes effect only under the conditions described herein, and remains in effect until the date of implementation of an employee-directed health benefit plan.

LETTER OF AGREEMENT
Between the
STATE OF ALASKA
And the
ALASKA STATE EMPLOYEES ASSOCIATION, AFSCME Local 52
Representing the
General Government Bargaining Unit

Re: Article 26 Individual Conversions Upon Retirement or Layoff

LOA No. _____

It is understood and agreed between the parties that any bargaining unit member who separates from State service on or after July 1, 2000 but prior to December 16, 2000, for the purposes of immediate appointment to retirement under the Public Employees Retirement System (PERS), shall have the option of converting his/her entire annual leave account and fifty percent (50%) of his/her sick leave account to personal leave under Article 26 prior to date of separation. In order to exercise this option, a retiring employee must notify his/her departmental Human Resources Office in writing of the decision to convert to personal leave pursuant to Article 26, not less than thirty (30) days prior to the employee's last day of work. Proof of eligibility and application for PERS retirement may be required.

Further, if a bargaining unit member is placed in layoff status between July 1, 2000 and December 16, 2000 they shall have five (5) days from the date of notification of layoff to complete the one time option of converting his/her entire annual leave account and fifty percent (50%) of his/her sick leave account to personal leave under the terms of Article 26 of this Agreement.

LETTER OF AGREEMENT
Between the
STATE OF ALASKA
And the
ALASKA STATE EMPLOYEES ASSOCIATION, AFSCME Local 52
Representing the
General Government Bargaining Unit

Re: Article 21.01.D

LOA No. _____

It is understood and agreed between the parties that the provisions of Article 21.01.D shall be applied to seasonal employees for all pay periods in which such employees utilized seasonal compensatory time under the terms of Article 22.09, notwithstanding the absence of employee health insurance contributions in such pay periods.

LETTER OF AGREEMENT
Between the
STATE OF ALASKA
And the
ALASKA STATE EMPLOYEES ASSOCIATION, AFSCME Local 52
Representing the
General Government Bargaining Unit

Re: Contract Extension

LOA No. _____

It is understood and agreed between the parties that all provisions of the July 1, 1996-June 30, 1999 General Government Agreement shall remain in effect through June 30, 2000.

The parties acknowledge that the implementation of the monetary terms of this Agreement, and any successor Agreement, is subject to the terms of AS 23.40.215. The Employer shall submit the required legislation to fund the monetary terms of the parties' successor Agreement at the earliest possible date and both parties shall support its passage. If the legislature fails to fund the monetary terms of the Collective Bargaining Agreement for the period beginning July 1, 200, the parties agree to reenter negotiations for a period of ten (10) days. At the end of the ten (10) day period, it will not be a violation of Article 5.01.A of this Agreement if the class 2 and class 3 Union members engage in a legal strike.

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

The Employer shall be held free of penalty pay or other punitive action for the ninety (90) day period following the date funds become available subsequent to legislative appropriation for the funding of this Agreement, or the parties' successor Agreement, except those payments that would have been required under the terms of this Agreement in the absence of an appropriation.

The parties agree that this Article is not intended to interrupt, change or amend the Class 1, 2, or 3 bargaining unit members collective bargaining rights established by AS 23.40.070 et. seq.

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CORRECTION

THE FOLLOWING DOCUMENT(S)
HAVE BEEN REFILMED TO
ASSURE LEGIBILITY OR PAGINATION



Rev. 6/98

Central Microfilm Services
Department of Education & Early Development
State of Alaska

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Summary of Contract Changes

GENERAL GOVERNMENT UNIT AGREEMENT GGU

Contract Article	Summary of Change	Rationale	Impact	Requestor
<p>Article 2 - Union Representatives Section 2.02B (page 2)</p> <p>Section 2.02E (page 3)</p> <p>Section 2.05 (page 3)</p>	<p>Reallocates Steward release time to allow up to 7.5 hours of training in the first year, and 4 hours in subsequent years</p> <p>Requires 6 months service as steward to acquire super-seniority.</p> <p>Requires union to adhere to State's Technology Policy when using State telecommunications.</p>	<p>Better trained standards benefits both state and union.</p> <p>Prevents abuse of Steward position</p> <p>Assures consistency and prevents abuse.</p>	<p>Increase efficiency of contract administration</p> <p>The 6 month period will prevent employees with disciplinary issues or facing lay off from using Stewardship as a refuge.</p> <p>Less time spent dealing with problems.</p>	<p>Union</p>
<p>Article 3 - Union Security Section 3.02C (page 3)</p>	<p>Requires Union to provide procedural safeguards to fee-payers that meet Constitutional minima.</p>	<p>Brings agreement into compliance with current law.</p>	<p>No economic impact.</p>	<p>State</p>

Contract Article	Summary of Change	Rationale	Impact	Requestor
Article 6 - Non-discrimination Section 6.01 (page 6)	Adds "mental disability" to list of contractually protected classes.	Conforms with legally protected classes	No economic impact.	Union
Article 7 - Labor Management Committees Section 7.02G (page 8)	Requires that training be given to all members of a LMC, if employer provides training	Ensures that equally skilled parties participate in committees.	Joint training will reduce communication difficulties and make LMCs more productive.	Union
Article 9 – Nonpermanent Appointments Section 9.06 C, 4 (page 10) Section 9.07D (page 11)	On-call substitutes retain earned salary steps if appointed to non-permanent or permanent position Provides that mentoring of Alaska Temporary Assistance Program workers will not be considered supervision for purposes of bargaining unit placement.	Equity - gives credit for time actually worked. Prevents general government employees from becoming supervisors if they serve as mentors.	Minimal cost Reduced adjudication of unit clarification requests.	Union

Contract Article	Summary of Change	Rationale	Impact	Requestor
<p>Article 10 - Recruitment and Examination (page 11)</p> <p>Section 10.02C (page 13)</p>	<p>Extensive rewrite to reflect conversion from manual list system to computerized Workplace Alaska system</p> <p>Requires State to check for layoff candidates at beginning and close of recruitment period and to consider candidate laid off during recruitment period.</p>	<p>Reflects process and technological changes, and prior adjudication.</p> <p>Technical change in layoff procedures protects employee laid off during a recruitment period.</p>	<p>Avoids disputes.</p> <p>Incorporation of the new system in the agreement will reduce administrative costs and avoid adjudication.</p> <p>Avoids disputes.</p>	<p>State</p> <p>Union</p>
<p>Article 11 - Employment Status Section 11.05 (page 21)</p>	<p>Seasonal employees allowed to carry over 187.5 hours of annual/personal leave when placed on seasonal leave without pay (SLWOP). If anticipated SLWOP is less than 45 days, employee may carry over entire leave balance. Previously, employee was restricted to 5 days carry over.</p>	<p>Reflects employee desire to retain accrued leave for use upon return from SLWOP; with conversion to personal leave, allows seasonal employees to occur more leave in case of illness.</p>	<p>No economic impact or change in productive hours.</p>	<p>Union</p>
<p>Article 12 – Layoff Section 12.05 (page 27)</p>	<p>In instances where 1.5% or more of the employees in a job class family are in lay off, the State will close open recruitment in that class family and recruit only from among lay off eligibles in parallel or closely related classes.</p>	<p>Job security provision where large number of employees are laid off due to organizational or technological change.</p>	<p>No economic impact.</p>	<p>Union</p>

Contract Article	Summary of Change	Rationale	Impact	Requestor
Article 14 - Notice of Discipline and Discharge (page 32)	Possession, viewing, or accessing pornography at work defined as egregious misconduct and therefore just cause for immediate dismissal.	Reflects societal and technological changes.	No economic impact. Incorporates State technology policy into contract	State
Article 18 - Performance Evaluations Section 18.02 (page 40) Section 18.04 (page 42)	Performance incentive steps granted unless affirmatively denied. 18.04 - Eliminates appeals of evaluations in which employee is rated mid-acceptable or higher.	Provides management with incentive to perform timely evaluations. Eliminates frivolous appeals.	Employer can mitigate any potential impact by performing timely evaluations. Efficiency measure.	Union State
Article 19 - Health and Security Section 19.03A (page 43)	Enables Employee Directed Health Benefit Plan on or after July 1, 2000. Establishes Employer Health Benefit contribution at \$515.00/employee/month effective July 1, 2000.	Recognize the increasing cost of health care by increasing employer contribution; large factor in recruitment and retention of employees; over the three years, equalize employer participation in all units.	\$2485.8	State / Agreement does not exceed State economic package.

Contract Article	Summary of Change	Rationale	Impact	Requestor
Section 19.03B (page 43)	Establishes Employer Health Benefit contribution at \$575.00/employee/month effective July 1, 2001.	Recognize the increasing cost of health care by increasing employer contribution; large factor in recruitment and retention of employees; over the three years, equalize employer participation in all units.	\$5583.9	
Section 19.03C (page 44)	Establishes Employer Health Benefit contribution at \$630.00/employee/month effective July 1, 2002.	Recognize the increasing cost of health care by increasing employer contribution; large factor in recruitment and retention of employees; over the three years, equalize employer participation in all units.	\$5118.5	

Contract Article	Summary of Change	Rationale	Impact	Requestor
Article 21 – Wages Section 21.01M (page 46)	No change in salary schedule in first year. NOTE: Published prior contract salaries are for 1 st year of prior agreement and do not reflect 2 nd and 3 rd year CPI increases.	The proration of the lump sum payment and delayed implementation of percentage increases are used to finance		State
Section 21.01D (page 49)	All employees who have been in Steps A - F for one year or less and who do NOT advance to Step G shall receive a lump sum payment of \$50.00/pay period for each month in which the State made a health insurance contribution on the employee's behalf in the prior twelve months up to a total payment of \$1200.00. Payment to be made prior to July 31, 2000.	Lump sum payment defrays cost of living increases and past increases in the cost of health insurance for employees without changing the base salary schedule.	\$5,795.4	State / Agreement does not exceed State economic package.
Section 21.01 A & F (page 49)	Step G is established as a performance incentive step for employees who have been at Step F for more than one year.	Step G is funded from within the total economic package by proration of lump sum payment.		
Article 21.02 Section B (page 50)	Levelized longevity steps at 3.75%.	Levelized longevity steps are consistent with statute.	\$521.6 Funded by the delay in implementation of the 3% increase.	State / Agreement does not exceed State economic package.

Contract Article	Summary of Change	Rationale	Impact	Requestor
Article 24 – Holidays (page 59)	Overtime exempt employees required to work a holiday compensated by crediting a day of leave.	Equity - OT eligible employees receive holiday pay and time and one half for hours worked on a holiday.	Change of work hours.	Union
Article 26 - Personal Leave (page 70)	Enables transition to Personal Leave system supplanting the current sick/annual system.	Satisfies long term State objective of moving all bargaining units to the personal leave system, which system is less susceptible to abuse and results in cost savings over time as well as increased productive hours.	No appropriation required. The general government unit is the last remaining white collar unit in the old annual/personal leave system. When the staged conversion is complete, all major employee groups will be on same system.	State
Article 40 – Legislative Action (page 84)	No strike - no lockout provision waived if Legislature fails or refuses to fund the agreement.			Union
Article 42 – Duration of Agreement (page 85)	Parties agree that the 1996 - 1999 agreement is extended as to its terms to June 30, 2000, if successor agreement is approved. Successor agreement is effective from July 1, 2000, to June 30, 2003.	Three year contracts were a goal of the administration for all units.	Provides stable labor-management environment for the longest term permitted by the Public Employment Relations Act	State

Contract Article	Summary of Change	Rationale	Impact	Requestor
Labor Management Committee on Delivery of Public Services (page 116)	Establishes a joint labor and management committee to review the modernization, effectiveness, and efficiency of the delivery of public services.		Provides a relatively informal and non-adversarial forum to address issues such as telecommunications changes and privatization issues.	State

Cost Analysis

General Government Unit

(7416 full-time, 1435 part-time, 227 nonpermanent)

Summary of Changes

Term	Year 1	Year 2	Year 3
Wages	lump sum payment based on \$50 per pay period in pay status during FY	2% salary schedule increase	3% salary schedule increase; new service bonus step
Wages	new salary step "G"		adjust longevity step increases to be uniform
Health Insurance	\$488.50 - 515	\$515 - 575	\$575 - 630

Summary of Costs

Contract Article	Page	Term	Effective Date	1st Year	1st Year Cumulative	Effective Date	2nd Year	2nd Year Cumulative	Effective Date	3rd Year	3rd Year Cumulative
21.01.D	49	Lump Sum	7/1/00	5,795,353	5,795,353			5,795,353			5,795,353
21.01.A & 21.01.F	49	New "G" Salary Step	7/1/00	3,655,647	3,655,647			3,655,647			3,655,647
21.02.A	50	2% Salary Schedule Adjustment				1/1/02	3,897,092	3,897,092			7,794,184
21.02.C	50	3% Salary Schedule Adjustment							12/1/02	9,676,470	9,676,470
21.02.B	50	Adjust Longevity Increments to 3.75%							7/1/02	521,582	521,582
19.03	43-44	Health Insurance	7/1/00	2,485,800	2,485,800	7/1/01	5,583,862	10,555,462	7/1/02	5,118,529	23,743,653
		Total Cost		11,936,800	11,936,800		9,480,954	23,903,554		15,316,581	51,186,889

Methodologies

Year 1 wage increase = \$50 lump sum payment per employee in pay status during FY 2000 - 4.5% vacancy.

Year 1 New "G" step cost is based on number of employees at "F" step for 1 year or longer + number of employees in steps "J," "K," "L" and "M" (26.18%).

Year 2 wage increase = FY 01 budget request x 2% increase - 4.5% vacancy.

Year 3 wage increase = FY 02 budget request x 3% increase - 4.5% vacancy.

Year 1 health insurance increase = FY 01 monthly contribution - FY 00 monthly contribution x 12 months x # employees.

Year 2 health insurance increase = FY 02 monthly contribution - FY 01 monthly contribution x 12 months x # employees.

Year 3 health insurance increase = FY 03 monthly contribution - FY 02 monthly contribution x 12 months x # employees.

4/12/00

Overview:

Negot.

Pub. Emp.

Contracts

SFIN

FILE

UNIVERSITY OF ALASKA

Statewide Administration

Renee Howell
Senator Sean Parnell's Office
Alaska State Legislature

Dear Ms. Howell:

Below is the information you requested on estimated faculty contract salary increases by funding source. The three-year estimate for the general fund portion of the request was detailed in the information sheets provided earlier in the session (attached). The general fund increment estimates for FY02 and FY03 are based on the assumptions in the current budget request. The FY01 general fund salary increments are calculated based on number of faculty positions and the portion of positions budgeted on general fund and student tuition and fees. The non-general fund increments are calculated based on number of faculty positions and the portion of positions budgeted on federal and university receipts.

Student tuition and fee revenue has been flat since FY96, with full funding for the university budget, tuition revenue estimates will be revised and could cover up to 15% of the estimated general fund increment in FY02 and FY03.

University of Alaska
FY01-FY03
Bargaining Unit Salary Increment Estimates

	Year 1 FY01	Year 2 FY02	Year 3 FY03	Total Increment	Cumulative Cost
ACCF					
General Fund	428.5	440.0	450.0	1,318.5	2,615.5
Non General Fund	1.0			1.0	3.0
Total Funds	429.5	440.0	450.0	1,319.5	2,618.5

	Year 1 FY01	Year 2 FY02	Year 3 FY03	Total Increment	Cumulative Cost
United Academics					
General Fund	1,145.7	1,375.0	1,400.0	3,920.7	7,587.1
Non General Fund	114.1	136.9	164.3	415.3	780.4
Total Funds	1,259.8	1,511.9	1,564.3	4,336.0	8,367.5

If you have any further questions or concerns, please contact me at 474-2602.

Sincerely,

Pat Pitney

UNIVERSITY OF ALASKA
SUMMARY OF CONTRACT SETTLEMENT WITH UNITED ACADEMICS
February 2000

Introduction

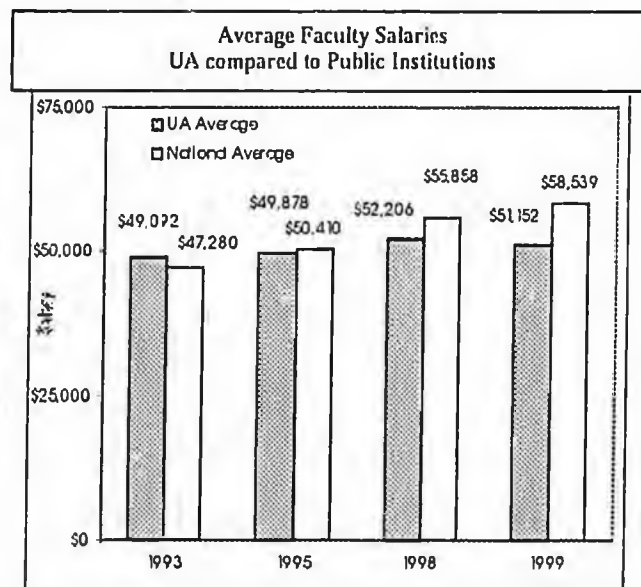
The University's ability to recruit and retain the most qualified faculty is critical to achieving our teaching, research, and service mission. The faculty members represented by United Academics (675) deliver high quality instruction and research, and provide university and public service on UA's Anchorage, Fairbanks, and Southeast campuses.

Background

Collective bargaining negotiations often divert faculty and administrative resources from our students to the battle at the bargaining table. Last month, the administration and United Academics agreed to an expedited negotiation that would not harm the educational process. The process resulted in a reasonable agreement, meeting the needs of the administration, the faculty, and most important our students.

The National Context

The University of Alaska recruits its faculty from a national (and in some cases international) market, in large part because the University has a limited number of programs that prepare faculty for university teaching and research. As the following figure demonstrates, faculty salaries across the nation have increased much more than salaries at UA and now exceed them.



Economic Highlights

Provide 2.6% annual across the board increases; provide a 0.6% pool for promotions, equity, and retention; provide a 0.8% pool for non-base merit bonuses to recognize extraordinary performance as determined by administration; and maintain that increases are subject to legislative approval and funding. (Note, last year, faculty contracts nationally, resulted in a 4.8% average increase.) The general fund increment request for FY01 is \$1,145,700. Based on the current membership, additional funding requirements for FY02 and FY03 are estimated at \$1,375,000 and \$1,400,000 respectively.

Provide three health benefits options to the union – (1) maintain current coverage, (2) withdraw from all UA health plans, (3) or participate in another UA health plan – such as the UA 2000 plan currently offered to non-represented employees; and clarify that costs in excess of the university's defined contribution are based on the participants in a particular plan.

Discontinue annual \$400 lump sum payment.

Operational Highlights

The agreement is for three years, January 1, 2001 through December 31, 2003. Streamline and improve faculty evaluation processes.

**Highlights of
January 01, 2001 to December 31, 2003
Agreement Between
United Academics & University of Alaska**

Duration

- 3 years, January 1, 2001 to December 31, 2003

Compensation

- Lift salary cap for purpose of raises;
- 2.6% across the board raises on July 1 2001, 2002 & 2003;
- .6% pool for promotions, retention and equity;
- .8% pool for non-base merit bonuses determined solely by management – awards not subject to grievance process;
- FY01 Merit paid Across the Board.

Health Benefits

- Retain current defined contribution plan with no entitlement to participant pool;
- Discontinue annual \$400 lump sum payment.

Sabbatical Leaves

- Add one-semester leaves at 3 months pay. Eliminate grievances.

Evaluation of Faculty

- Streamline and improve evaluation processes;
- Clarify confidentiality of faculty evaluator votes.

Contract Extensions

- Allow sick leave accrual on certain contract extensions.

Department Heads/Chairs

- Increase discretion of dean to compensate heads/chairs;
- Provide heads/chairs an optional role in evaluating faculty.

Dispute Resolution

- Limit arbitrations to grievances filed by United Academics;
- Limit discrimination grievances to union activity.

Negotiations

- Limit compulsory negotiation window.

COLLECTIVE BARGAINING AGREEMENT

Between the

UNIVERSITY OF ALASKA

and the

ALASKA COMMUNITY COLLEGES'
FEDERATION OF TEACHERS

July 1, 2000 – June 30, 2003

ARTICLE 1

Agreement

1.1 Term of Agreement

- A. The effective dates of this Agreement are July 1, ~~1997-2000~~ to June 30, ~~2000~~2003.
- B. All appendices to this Agreement are incorporated as a part of this Agreement.
- C. After June 30, ~~2000~~2003, this Agreement shall be renewed from year to year through June 30 of the following year, unless written notice that changes are desired is given by either party to the other party. If notice is provided by either party, the Agreement shall expire the following June 30. Such written notice must be given not later than June 30 of the year preceding the expiration of the agreement. Negotiations shall begin not later than September 1, and the parties agree to meet no less than two days each week until December 1, unless otherwise agreed to in writing by the parties. If agreement is not reached by December 1, the parties mutually agree to be at deadlock and to request mediation under AS 23.40.190.
- D. One copy of this Agreement shall be provided each Faculty Member for the term of this Agreement.

1.2 Recognition of Rights

The terms of this Agreement together with the conditions of appointment not inconsistent with this Agreement constitute the terms of the appointment of each Faculty Member. Written conditions of appointment shall be signed by the Faculty Member to acknowledge receipt.

1.3 Sharing of Information

- A. The University and the Union shall make available on written request all information which is reasonably required or legally necessary for the negotiation and implementation, application and administration of this Agreement. Information is to be provided on a cost reimbursable basis when the cost per information request exceeds one hundred dollars (\$100). Information requested under this paragraph shall be provided within ten (10) working days. If either party is unable to meet this time frame, the other party shall be notified of the approximate date the information will be provided.
- B. Neither of the parties shall be required to provide the other with information which is privileged, is confidential or which would require revealing personnel information of

a private nature, or which has been gathered specifically for purposes of preparing for or conducting collective bargaining.

- C. Nothing in this section is to be construed so as to require either party to compile information or statistics in the form requested if such data is not already compiled in the form requested.
- D. The University shall provide to the Union a current listing of the names of Faculty Members each biweekly pay period.

1.4 Negotiations

- A. Negotiations shall be scheduled at times and places that provide minimal interference with the instructional, administrative, and other employment duties of the negotiating teams. Unless otherwise agreed to by the parties, negotiations shall be held in Anchorage.
- B. Faculty Members who serve as negotiators shall be excused without prejudice from class duties as necessary during the course of negotiations. A University approved substitute shall be provided by the Faculty Member or the Union. Faculty Members serving as negotiators may be released from their entire professional assignment during negotiations, provided that the Union pays the cost of University substitutes. Such cost for substitutes shall not exceed one thousand dollars (\$1,000) per credit hour, or three thousand dollars (\$3,000) per three credit course.

ARTICLE 2

Definitions

As used in this Agreement and except as the context may otherwise require:

Adult Basic Education (ABE) includes any non-credit basic skill program, including GED, High School Diploma, English as a Second Language (ESL) and other adult skills or life skills.

Board means the Board of Regents of the University of Alaska.

Campus Executive means, as the context requires, either the community college campus President, extended site Director, or campus Chancellor.

Campus President means Director as used in AS 14.40.590.

Chief Academic Officer (CAO) means the title of Provost, Vice Chancellor for Academic Affairs, or Dean of Academic Affairs at the University of Alaska Anchorage, the University of Alaska Fairbanks, or the University of Alaska Southeast.

Community College means the physical facility or facilities of a community college established by the Board of Regents pursuant to the Alaska Community Colleges Act, AS 14.40.560, et seq., including but not limited to Prince William Sound Community College.

Date of this agreement means the date on which the agreement was signed between the parties.

Dependent means any dependent as defined by the Internal Revenue Code, as amended, and Internal Revenue Service Regulations.

Extended Site means an educational facility or facilities not located on the principal campuses of the University of Alaska Anchorage, the University of Alaska Fairbanks and the Juneau campuses of the University of Alaska Southeast, including but not limited to: the Bristol Bay Campus, Chukchi Campus, Interior-Aleutians Campus, Kenai Peninsula College, Ketchikan Campus, Kodiak College, Kuskokwim Campus, Matanuska-Susitna College, Northwest Campus, Sitka Campus, and Tanana Valley Campus.

Faculty Member or Bargaining Unit Member means an employee covered by Article 9.1, Recognition of the Union.

Primary Campus means the campus at which the Faculty Member's Chancellor resides (Anchorage, Fairbanks, or Juneau).

Temporary Employee means a person employed for a period of one semester or less.

Union or ACCFT means the Alaska Community Colleges' Federation of Teachers, Local 2404, AFL-CIO.

University means the University of Alaska.

University Policy means the Board of Regents' Policy and University Regulation in effect on ~~the date of this Agreement~~ April 12, 1997. Unless otherwise specifically provided in this Agreement, any statement within Board of Regents' Policy or University Regulation which may refer to the right of the University to alter Board of Regents' Policy or University Regulation notwithstanding, it is the intention of the parties that the Board of Regents' Policy and University Regulation referenced in this Agreement are those in effect on ~~the date of this Agreement~~ April 12, 1997. No change in policy, regulation, or rule made after the date of this Agreement shall extend or abridge any right established by this Agreement during the period that this Agreement is in force, except through agreement with the Union.

ARTICLE 3

Rights of the Faculty Member

3.1 Academic Freedom and Responsibility

- A. The University and the Union agree that academic freedom is essential to the mission of the University and that providing the environment of free and honest inquiry is essential to its functioning. Nothing contained in this Agreement shall be construed to limit or abridge any person's right to free speech or to infringe upon the academic freedom of any member of the University community.
- B. Academic freedom is accompanied by the corresponding responsibility to provide objective and skillful exposition of one's subject, to at all times be accurate, to exercise appropriate restraint, to show respect for the opinions of others and to indicate when appropriate that one is not an institutional representative.

3.2 Nondiscrimination

Neither the University nor the Union shall discriminate on any basis prohibited by law, including union-related activity.

3.3 Personnel Files

- A. The University maintains two official personnel files, one called the Employment Record File and the other the Academic Record File, for each Faculty Member. The Employment Record File shall be located in the Campus Academic Administration or Personnel Office and the Academic Record File shall be located in the Faculty Member's Dean's or Campus Director's office on the Faculty Member's campus of their primary assignment. Other files containing information regarding Faculty Members may exist from time to time; however, information in such other files may not be placed in the official personnel files after the information is more than one (1) year old. The University shall not take action with respect to a Faculty Member based upon information which is not contained in the official personnel files.
- B. Faculty Members shall have the right to examine their personnel files at any time during normal business hours. Faculty Members shall have the right to receive a copy of the official personnel files upon submission of advance written request to the Campus Academic Administration or Personnel Office or the Faculty Member's Dean or Campus Director. Faculty Members may place in either official personnel file a response to adverse information contained in either official personnel file.

- C. The Union representative, having written authorization from the Faculty Member concerned, and subject to the University's duty to provide for security of the records, may examine and copy the official personnel file of that Faculty Member. Other persons may have access to the official personnel files as provided by law.
- D. When a reprimand, disciplinary action, or delinquency in job performance is reduced to writing by a supervisor, the findings and decisions of the supervisor shall be filed, in writing, in the Faculty Member's Academic Record File, and a copy thereof simultaneously given to the Faculty Member. No material may be placed in a Faculty Member's Academic Record File without an original signature of the Dean or Campus Director, or designee, and Faculty Member. The Faculty Member shall sign such material to signify receipt and notification of such action. Such signature shall not be construed as agreement or disagreement with material contents. Upon written request to a Faculty Member's Dean or Campus Director, or designee, disciplinary material may be removed after two years.
- E. The Employment Record File may contain the following, including but not limited to:
 - 1. Information relating to the Faculty Member's original hire, such as application; job evaluation form or current job description; curriculum vitae; transcripts; and hire documents, including benefit enrollment forms.
 - 2. Correspondence relating to the individual's employment.
 - 3. Documents showing the history of the Faculty Member's work assignments and compensation, including workers' compensation documents and letter(s) of appointment.
 - 4. Faculty Member responses to the above, if any.
- F. The Academic Record File may contain the following, including but not limited to:
 - 1. Commendations; official reprimands, including notices of unsatisfactory performance; disciplinary action; and appropriate material relating to the Faculty Member's job performance.
 - 2. Correspondence relating to the individual's employment.
 - 3. Final grievance awards relating to the Faculty Member's job performance or discipline.
 - 4. Performance evaluations.
 - 5. Written documentation of faculty workload and evaluations relating to promotion, retention, tenure, and contractual obligations.

6. Faculty Member responses to the above, if any.
- G. The University shall not include material in Faculty Member's official personnel files unless the material's source is identified, such as student evaluations. Anonymous material shall be removed by the University upon demand of the affected Faculty Member, or if discovered by the University with written notice to the Faculty Member.
- H. No items, except for anonymous material, may be removed from a Faculty Member's official personnel file without the expressed written authorization of the Faculty Member, except for brief inspection or copying.

3.4 Seniority

- A. Acquisition: A Faculty Member shall acquire bargaining unit seniority commencing on the Faculty Member's initial employment date. Faculty Members having the same initial employment date shall have equal bargaining unit seniority.
- B. Accrual: A Faculty Member whose employment has not been terminated by resignation, discharge, or death, and whose bargaining unit seniority has not been lost under Paragraph 3.4.D, will accrue seniority in these cases:
 1. While actively employed; or
 2. While on leave for military service which complies with the conditions of such leave for which there is a statutory right to re-employment but not to include voluntary extensions; or
 3. While on any leave for illness or disability so long as the Faculty Member complies with the conditions of such leave.
- C. Retention: A Faculty Member whose employment has not been terminated by resignation, discharge, or death, whose seniority has not been lost under Article 3.4.D, will retain, but not accrue, seniority in these cases:
 1. While on leave of absence; or
 2. For ninety (90) days while on assignment to a position not included in this bargaining unit, except seniority shall be retained for the entire term of service as a department head/chair; or
 3. Up to three (3) years following termination based on financial exigency; or
 4. Up to two (2) years following termination of a tenured Faculty Member based on program discontinuation or reduction.

- D. Loss: Except as otherwise stated in this Agreement, a Faculty Member will lose seniority and all re-employment rights by:
1. Resignation; or
 2. Termination of employment, unless voluntarily rescinded by the University or vacated by a valid arbitration/grievance award or unless otherwise provided below; or
 3. After ninety (90) days while on assignment to a position not included in the bargaining unit, except for service as a department head/chair; or
 4. After three (3) years following termination based on financial exigency; or
 5. After two (2) years following termination of a tenured Faculty Member based on program discontinuation or reduction.
- E. A Faculty Member's seniority shall be established at the Faculty Member's initial day of continuous hire as a Faculty Member. Bargaining unit seniority shall not accrue for service in positions not included in this bargaining unit, except for service as a department head/chair.
- F. The University will provide the Union with an updated seniority list by October 15 of each year of this Agreement.

3.5 Governance

The Union and University agree that the opportunity for Faculty Members to participate in the governance of the University is important to its effective operation. It is further agreed that Faculty Members' voluntary participation in University governance is an integral part of the University community's culture. Such service is to be voluntary and may be recognized as part of the workload established under Article 5.1 of this Agreement.

3.6 Notification

- A. Faculty Members, within sixty (60) calendar days after initial hire, shall receive an orientation and be provided with materials which communicate University human resources policies and regulations and applicable benefits and obligations for ACCFT bargaining unit members, and include, but are not limited to, applicable handbooks, ACCFT's deduction authorization form, and ACCFT benefits summary booklet.
- B. Written letters of appointment shall be provided for all newly hired Faculty Members and shall be signed by the Faculty Member to acknowledge receipt.

- C. Letters of appointment shall be provided in writing for returning Faculty Members on July 1 for the following academic year, and shall include the following information:
1. Term of the appointment, including semester starting dates, registration dates, and the first week of instruction.
 2. Duties, including professional assignment for the relevant semester. Days and times, when known shall be included in the appointment letters.
 3. Percentage of full-time.
 4. Annual salary and biweekly pay, including geographic salary differential.
 5. Rank and notification of pending review and tenure status. In case of a failure to correctly notify the Faculty Member of any review, the Faculty Member may choose to proceed with the review. If the Faculty Member chooses to delay the review, an appropriate extension of time for the review, not to exceed one year, will result.
 6. Location of personnel files.
 7. Academic Calendar (Appendix A).

ARTICLE 4

Grievance Procedure

It is the objective of the parties to encourage the prompt and informal resolution of disputes of Faculty Members, the Union, and the University as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances.

A. Definition of Grievance

A grievance is any dispute or controversy between the University and the Union or between the University and any Faculty Member with respect to matters arising out of the application or interpretation of this Agreement. No other matters are subject to the grievance procedure. This grievance procedure shall be the exclusive remedy for grievances.

B. Grievance Procedure

1. Any Faculty Member who believes that the Faculty Member has a basis for a grievance will first informally discuss the grievance with the Faculty Member's immediate supervisor. If after the discussion the Faculty Member still believes a grievance exists, the Member may invoke the formal procedure.

In the event the Union files a notice of grievance, it shall be processed directly at Step 2. In the event the Union files a grievance on behalf of Faculty Members at more than one MAU, it shall be processed directly at Step 3. A grievance filed by the Union shall be heard on the University of Alaska Anchorage campus, unless agreed to otherwise by the Union and the University.

All nonretentions and terminations shall be processed initially at Step 2.

2. To be valid, a notice of grievance must be filed in writing at the office of the Campus Chief Executive, at the proper step, within thirty (30) calendar days from the time the aggrieved became aware or reasonably should have become aware of the event which gave rise to the alleged grievance. Time periods may be extended by mutual agreement of the parties.
3. The number of days indicated at each step is the maximum and every effort should be made to expedite the process; however, the time limits may be extended by mutual written consent of the parties to the grievance. The University's failure to answer a dispute within the allotted time at any step shall be considered an advancement of the grievance to the next step.

4. At any step of the procedure, either party may have a representative present. This is in addition to the Union representative mentioned in the various steps. At any step of the procedure, either party shall have the right to bring in witnesses to participate in the hearings. At Steps 2 and 3, the aggrieved and the aggrieved's witnesses shall be released from duties on appearance days; however, it is understood that hearings at Steps 2 and 3 may be on Saturday.
5. At the initial step at which a grievance is filed, the grievance shall state with specificity in writing:
 - a. The grievant's name;
 - b. The claimed facts giving rise to the grievance;
 - c. The provisions of the Agreement allegedly violated giving rise to the grievance;
 - d. The grievant's contention regarding the proper interpretation and application of the Agreement; and
 - e. The grievant's contention regarding what relief should be afforded.
6. The grievant shall sign the notice.
7. The notice of grievance may be fairly amended at any time, provided that such amendment does not result in unfairness or surprise and is within the general subjects raised in the notice as originally filed.

C. Formal Grievance Procedure

Step 1: Notice of a grievance shall be presented, in writing in triplicate, to the office of the Campus Executive. One copy shall be receipted and returned to the aggrieved and one copy shall be provided at the same time by that office to the Union representative of the Union office.

A meeting shall be held on the campus where the grievance arose within five (5) working days of the receipt of the notice of a grievance. At the meeting, the appropriate Campus President, Director, Dean or Vice Chancellor shall hear the aggrieved's evidence. Following the meeting, a written answer shall be presented to the aggrieved with a copy to the Union within ten (10) working days of the receipt of the notice of grievance. The aggrieved or the Union shall have five (5) working days to appeal to Step 2 by filing a notice of appeal.

Step 2: Notice of a grievance taken or appealed to Step 2 shall be given in quadruplicate to the office of the Campus Executive. That office shall provide the aggrieved, the Union and the appropriate Chancellor with a receipted copy of the appeal notice.

The grievance shall be discussed at a meeting to be held within ten (10) working days of the filing of the appeal and include the appropriate Chancellor, the aggrieved and the Union. Notice of the meeting shall be given by placing a copy of the notice in the aggrieved's campus mailbox and providing a copy to the Union representative of the Union office. Following the meeting, the Chancellor shall provide a written response to the grievance within five (5) working days. A copy of the answer shall be given to the aggrieved and the Union. The aggrieved or the Union shall have ten (10) working days to appeal the decision to Step 3.

Step 3: Notice of a grievance taken or appealed to Step 3 shall be given in triplicate to the office of the President of the University. That office shall provide the aggrieved and the Union with a receipted copy of the appeal notice.

Grievances at the Step 3 level will be resolved by arbitration under AS 09.43.010 - 180 and as provided by the Agreement. Where the Union and the University mutually agree, Steps 1 and 2 may be waived and the grievance filed initially at Step 3.

Arbitration under Step 3 shall be conducted as follows:

The President of the University, or designee, shall have the opportunity to review any grievance filed at or appealed to Step 3. The President, or designee, shall have ten (10) days to review the evidence and render a decision, or may request a hearing with dates, time limits, and other details to be agreed upon between the parties. In no case shall this Presidential review result in more than a ten (10) day delay in moving to the process described below, without the written consent of the parties. The President may, at any time, move to the process below.

1. There shall be a panel of ten (10) arbitrators which are found in Appendix B. This panel will be composed from a list of twenty-five (25) arbitrators provided by the USFMCS. The parties shall alternately strike from the panel of twenty-five (25) until ten (10) arbitrators remain. If during the term of the Agreement, the panel attrits to seven (7) arbitrators, the vacant positions shall be filled using the same method as was used to compose the original panel.
2. Within ten (10) working days after the receipt of notification of an appeal to arbitration, representative(s) of the University and the grievant shall meet and select an arbitrator by alternately striking from the panel of arbitrators until one (1) name

remains. The first strike shall be decided by a flip of a coin. The arbitrator remaining on the list shall be accepted as the arbitrator of the grievance.

3. The parties to the arbitration may not assert any ground or present any evidence not substantially similar to that presented at Step 2 of the grievance procedure.
4. The arbitrator shall limit the decision strictly to application and interpretation of the provisions of this Agreement and shall be without proper authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.
5. The decision of the arbitrator shall be final and the parties shall abide by it. The decision of the arbitrator shall be enforceable and/or appealable as provided by law.
6. Each party shall bear the cost of preparing and presenting its own case. The fees and expenses of the arbitrator shall be allocated by the arbitrator as follows:
 - a. Assign the arbitrator's fees and expenses to the losing party.
 - b. If the arbitrator determines that neither party is the losing party, then the arbitrator shall assign the arbitrator's fees and expenses proportionally to the parties as judged to be equitable.

ARTICLE 5

Professional Obligations and Assignment

5.1 Professional Assignment

- A. The professional assignment of Faculty Members shall be consistent with the procedures and practices in place on the campus of their principal assignment as of the date of this agreement. The assignment of an upper division course or courses is permitted, provided that the Faculty Member and appropriate University administrator agree to the assignment and such agreement is reduced to writing (Appendix C).
- B. Bipartite Faculty Members normally have a five-part workload which consists of four parts teaching and one part service. They may be assigned up to twelve (12) credit hours of teaching or equivalent teaching-related activity in any semester. Service assignments may include teaching-related activity. Promotion and tenure decisions will be consistent with workload. Faculty Members may not be assigned more than twelve (12) credit hours of teaching in any semester as part of a normal workload.
- C. Tripartite Faculty Members have three-part teaching workloads and shall normally have one part of the five-part workload assigned as research, and shall otherwise be assigned in a manner consistent with the paragraphs above. Faculty Members assigned a tripartite workload as of the date of this agreement shall continue in a tripartite assignment during the continuation of this agreement.

5.2 Teaching Preparation

Faculty Members shall not normally be assigned more than three (3) preparations. Consistent with past practice, at extended sites faculty shall not normally be assigned more than four (4) preparations.

5.3 Professional Improvement

A Faculty Member is encouraged and may attend professional conferences, meetings, seminars, or workshops during the academic year, upon prior approval of the Faculty Member's Dean or Campus Director, or designee. Expenses incurred by a Faculty Member and documented by a receipt for such conferences, meetings, seminars, or workshops may be reimbursed in part or entirely by the University at the discretion of the Faculty Member's Dean or Campus Director, or designee. Such reimbursement shall be agreed upon at the time of the approval. A Faculty Member who attends professional conferences, meetings, seminars, or workshops without gaining prior approval may request reimbursement, which may be granted at the sole discretion of the University.

5.4 Evaluation

Evaluation processes, such as those for promotion and tenure review, for individual Faculty Members shall be the same as ~~found in University policy as of the date of this agreement~~ except as follows in effect on April 12, 1997 and all changes as agreed to by the parties:

- A. For the purpose of this agreement, and any statement in University policy which may conflict notwithstanding, the policy covering evaluation of individual Faculty Members shall not be changed for Faculty Members during the course of this Agreement.
- B. The University and the Union agree that evaluation policies in which decisions are made within MAUs are desirable. New policies which reflect this goal will be generated through the normal governance structure and will be patterned on the current Regional Review Process. These policies will become effective when approved by the University and the Union. No changes will be made in UAA policy, which shall continue to include department head review.

5.5 Post-Tenure Review

Faculty Members who have been awarded tenure shall, in accordance with the policies of their MAU, as defined in Article 5.4, and not less than every five (5) years, submit a file for post-tenure review. Disciplinary action taken by the University on the basis of a post-tenure review shall be taken in accordance with Article 12.2, Management Rights.

5.6 Nonrenewal, Nonretention and Nondisciplinary Termination

- A. If Faculty Members are nonretained or terminated for nondisciplinary reasons, such action shall be in accordance with the terms of this Agreement and University Policy in effect as of the date of this Agreement April 12, 1997.

B. Nonrenewal of Non-tenure Track Faculty Members

Non-renewal follows a decision not to continue the employment of a non-tenure track Faculty Member. Written notification of non-renewal shall be provided to the Faculty Member. Failure to provide notice as provided below shall not result in renewal of appointment. If notice is provided after the dates prescribed below, the University must pay the faculty member for the work days in the notice period in lieu of notice. The following schedule of notification shall be based upon consecutive years of uninterrupted service as a non-tenure track Faculty Member within the University of Alaska.

- a. Within the first two (2) years, regardless of contract extensions, the Faculty Member shall be notified no later than the expiration of the appointment.

- b. From the third (3rd) through the sixth (6th) years, regardless of contract extensions, the Faculty Member shall be notified not less than 45 days prior to the expiration of the appointment.
- c. After seven (7) years, the Faculty Member shall be notified not less than 90 days prior to the expiration of the appointment.

5.7 Sabbaticals

- A. Policy: Sabbatical leaves for professional development may be made available to Faculty Members with academic rank who meet the requirements set forth below. The objective of such leave is to increase the Faculty Member's value to the University and thereby improve and enrich its programs.
- B. Purpose: Sabbatical leaves shall be granted for study, formal education, research and other scholarly and creative activity, or other experience of professional value and may include associated travel.
- C. Eligibility: Faculty holding academic rank who will have completed at least five (5) consecutive years of service within the University system shall be eligible for consideration to take sabbatical leave during the sixth (6th) or subsequent year of service. Applicants who will have completed at least five (5) consecutive years of service within the University system from the date of return from any previous sabbatical leave shall be eligible to be granted another sabbatical leave to be taken during the sixth (6th) or subsequent year. In computing consecutive years of service for the purpose of this section, periods of vacation leave and periods of sick leave with salary shall be included. A partial year of service which includes at least one (1) semester of full-time faculty service may be included as a full year of service for the purposes of eligibility for sabbatical leave if also counted as time towards mandatory tenure review. The Faculty Member must apply for such inclusion in writing. Periods of leaves of absences, other than vacation and sick leave with salary, and periods of part-time service, shall not be included but shall not be deemed an interruption of otherwise consecutive service.
- D. Terms and conditions: Sabbatical leaves may be granted for one (1) academic year or an equivalent period at rates not to exceed six (6) months' salary or for one (1) semester or an equivalent period at rates not to exceed one semester's salary. Faculty may, with the prior approval of the Chancellor, accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purposes of their sabbatical leaves. In such cases, the Chancellor may adjust the sabbatical leave salaries to reflect such income, provided that total earnings for the leave period are not less than full salary had the recipient not been on leave. A Faculty Member on a terminal appointment loses any rights to a sabbatical leave.

- E. Applications: Applications for sabbatical leaves shall be submitted to the Chancellor through channels and procedures contained in approved policies and procedures. Each application shall include a statement outlining the program to be followed while on sabbatical leave and indicating any prospective income from outside of the University system.
- F. The recipient is obligated to return to the University for further service of at least one (1) appointment period. Failure of the recipient to fulfill this obligation will require the full and immediate repayment of salary and benefits received from the University while on leave, except in extenuating circumstances acceptable to the Chancellor.
- G. A written report detailing the professional activities and accomplishments for which the leave was granted and specifying the sources and amounts of additional funds secured for this period shall be submitted by the recipient to the Chancellor within three (3) months after returning from leave.
- H. Approval: Consistent with provisions set forth in this Agreement, the Chancellor may approve such sabbatical leave as the Chancellor deems appropriate. A record of such leaves shall be reported to the President annually.
- I. Leave credits: Vacation and sick leave credits shall not be accrued or used during sabbatical leave.
- J. Special Sabbatical Leave
1. Any full-time exempt employee who has completed four (4) years of uninterrupted service is eligible to apply during the fifth (5th) or later year for Special Sabbatical Leave during the sixth (6th) or later year. The recipient shall receive a salary of at least one dollar (\$1) during the period of the leave. In all other respects the Special Sabbatical Leave bears rights and responsibilities identical to the normal sabbatical leave.
 2. Applications for special sabbatical leave may be initiated at any time. The application, specifying the qualifications and eligibility for leave, a description and justification of the proposed project including dates of the beginning and the end of the leave, and details of projected funding of the leave, shall be made to the applicant's immediate supervisor. The application shall be forwarded through normal administrative channels with recommendations and justifications being added at each level, up to and including the Chancellor. The Chancellor shall notify the applicant in writing of the action taken.
 3. In cases in which the special sabbatical salary exceeds one dollar (\$1), the funding required to produce the additional salary will be secured from sources other than the state appropriation, and will normally be secured through the efforts of the leave recipient. A copy of the leave conditions and notification

as provided to the recipient shall be forwarded to the employee's personnel file. No annual leave is earned during a Special Sabbatical Leave.

5.8 Summer Appointments and Overload Assignments

A. Summer Appointments:

Summer appointments may be made for summer session instruction or other activities.

1. **Summer Session Instructional Assignments:** Summer session instructional programs are intended to be provided on a self-support basis. Salary provided to regular faculty with an academic year appointment for summer session instruction may range from a minimum rate set by the temporary faculty salary structure to a maximum rate set proportional to a Faculty Member's base academic year salary, depending on the needs of the summer session program.
2. **Other Summer Assignments (Contract Extensions):** Faculty holding an academic year appointment and employed in the summer for other than instructional purposes may receive up to one-ninth (1/9) of the academic base salary for each month of full-time service outside the academic year. In some cases, if the granting agency approves and the Faculty Member takes no time off, an equivalent to three (3) months of the base academic year salary may be paid. In no case will payments exceed one-third (1/3) of the base academic year salary.

B. Overload Appointments:

Overloads are additional and separate work assignments during the base academic year appointment. Faculty who accept overload assignments will continue to be held fully accountable for base academic year responsibilities. Overloads may be granted as follows:

1. **Instructional Overload Assignments:** Consist of additional instructional assignments in programs external to the base academic year appointment. Such instruction will constitute an assignment above that of a full-time academic year assignment and there will be no opportunity in subsequent semesters for an adjustment in the Faculty Member's academic year appointment.
2. **Other Overload Assignments:** Consist of non-instructional activities or services required for short periods of time within an academic year. The additional workload is granted when no feasible alternative means can be found for absorbing the work into a regular full-time assignment.

ARTICLE 6

Working Conditions

6.1 Health and Safety

- A. It shall be the policy of the University that the occupational safety and health of its employees, the protection of work areas, and the prevention of accidents are continuing and integral parts of its everyday operating responsibility. The University is committed to providing a safe and healthful working environment for its employees. The employees shall have the responsibility to use any provided safety equipment and procedures in their daily work and shall cooperate in all safety and accident prevention programs. The University agrees to abide by all relevant required local, state and federal safety and health standards, and no Faculty Member shall be disciplined or suffer any retaliatory action for, in good faith, exercising legal rights to a safe and healthful workplace.
- B. Any Faculty Member who is injured or who is involved in an accident during the course of his/her employment, no matter how slight the injury, shall file an accident report with his/her Dean or Director, or their designee, as soon as possible after the injury or accident and prior to the end of the workday, whenever possible.
- C. The University agrees to assess any unsafe or unhealthy working conditions in a timely manner, and will take remedial action as appropriate. Results of such assessments shall be reported to the Faculty Member(s) who reported the conditions and to the Union.
- D. The University will make available to Faculty Members all information as required by local, state, and federal law dealing with occupational safety and health.
- E. The University shall determine and supply any safety-related equipment necessary to do the work safely and to avoid injury or accidents. Faculty Members agree to use such equipment properly and as directed by the University to prevent injury and accidents.
- F. A Faculty Member shall not be required to operate University equipment which does not conform to local, state or federal safety requirements.

6.2 Faculty Member Hours

- A. Faculty Members shall establish, post, and maintain reasonable office hours which will meet the educational and programmatic needs of the students. A copy of the notice posted by each Faculty Member shall be filed with the Faculty Member's Dean or Campus Director, or their designee.

- B. Faculty Members will not be required to perform assigned classroom activities for a span of more than ten (10) contiguous hours in a day, or which allow less than twelve (12) hours between the end of the last class on one day and beginning of the first class assigned on the next day. Librarians and counselors will not be required to perform assigned duties more than ten (10) contiguous hours in a day, or which allow less than twelve (12) hours between the end of the last assignment on one day and the beginning of the assignment on the next day.

6.3 Faculty Offices

Office space will be assigned by the University in a fair, nondiscriminatory manner.

6.4 Assignments Requiring Use of Personal Vehicle or Travel

- A. Faculty Members shall be eligible for mileage expenses incurred while using a personal vehicle on University business in accordance with applicable provisions of University Regulation and reimbursed at the rate of 31 cents per mile.
- B. Faculty Members incurring expenses while traveling on University business shall be reimbursed in accordance with applicable provisions of University Regulation, as of the date of this agreement.
- C. Faculty Members required to travel between work stations that are a distance of one-fourth (1/4) mile or more apart shall be provided with at least thirty (30) minutes of travel time and normal teaching aids at the destination work station.

6.5 Relocation

No Faculty Member shall be transferred to a work location at a different campus during the term of appointment without the Faculty Member's consent. If the University transfers a Faculty Member to a different campus, the Member shall be reimbursed for moving expenses in an amount up to one month's salary at the Faculty Member's current rate of pay. The University shall give at least five (5) months advance notice to any Faculty Member whom it intends to transfer.

6.6 Outside Activities

- A. Faculty Members may engage in outside activities which fall outside of the scope of their University assignment provided they comply with applicable provisions of University Regulation and the provisions of the Alaska Executive Branch Ethics Act, AS 39.52.110 et seq. A copy of the Alaska Executive Branch Ethics Act Handbook will be provided upon request to a Faculty Member by the Regional Personnel Office or Statewide Office of Human Resources.

- B. Outside activities means work or activities which are not within the scope of the regular employment duties of the Faculty Member. It is agreed that outside activities which will increase the effectiveness and broaden the experience of employees in relation to their functions at the University or which will be of service to the community or the state are encouraged, provided outside activities do not interfere with the performance of the employee's regular University duties; and provided the outside activities do not involve the appropriation of University property, facilities, equipment or services.

ARTICLE 7
Salaries and Benefits

7.1 Salaries

- A. All Faculty Members shall be paid at least the minimum rate for their rank, as provided below. Only Faculty Members paid within the range for their rank shall be eligible for salary adjustments. All promotions shall result in an overall ten (10) percent salary increase, and any Faculty Member who receives a promotional increase shall be ineligible for any other salary increase in that year.

	Minimum/Year	Maximum/Year
Instructor	\$ 28,000	\$ 50,000 51,300
Assistant	\$ 32,000	\$ 58,000 59,508
Associate	\$ 38,000	\$ 68,000 69,768
Professor	\$ 44,000	\$ 78,000 80,028

- B. The initial rank, type of appointment, and base academic year salary shall be established by the appropriate Chancellor within the ranges provided above. Rank, appointment, and salary shall be based on the needs of the institution, the Faculty Member's education and experience, and prevailing market conditions as provided in University Policy.

- C. Effective with the first pay period after July 1, 2000, July 1, 2001 and July 1, 2002, the university shall distribute a two and six-tenths (2.6%) percent salary increase across the board to eligible Faculty Members whose salaries are within the appropriate ranges. If this Agreement is extended beyond June 30, 2003 in accordance with Article 1.1 C, effective with the first pay period after July 1 of succeeding years of this Agreement the university shall distribute a two and six-tenths (2.6%) percent salary increase across the board to eligible faculty members whose salaries are within the appropriate ranges. If, however, either party indicates its intent to open this Agreement for negotiation, the salary increases provided above will not continue and there will be no salary increases during the negotiation of a new Agreement.

- D. Across the board salary increases are subject to legislative approval and funding pursuant to AS 23.40.215.

~~C. On July 1, 1997, a three (3) percent salary increase shall be provided for distribution pursuant to paragraph D below. On July 1, 1998, a two and six tenths (2.6) percent salary increase shall be provided for distribution pursuant to paragraph D below. On July 1, 1999, a two and six tenths (2.6) percent salary increase shall be provided for distribution pursuant to paragraph D below. If this Agreement is extended beyond June 30, 2000 in accordance with Article 1.1 C, on July 1 of succeeding years of this Agreement Faculty Members shall receive a two and six tenths (2.6) percent salary increase. If, however, either party indicates its intent to open this Agreement for negotiation, the salary increases provided above will not continue and there will be no salary increases during the negotiation of a new Agreement.~~

~~D. The salary adjustments provided above shall be distributed according to this section:~~

~~1. Equity adjustments shall be made in the following amounts: Effective July 1, 1997, up to one (1) percent from the three (3) percent increase; effective July 1, 1998, up to six tenths of one (.6) percent from the two and six tenths (2.6) percent increase; and effective July 1, 1999, up to six tenths of one (.6) percent from the two and six tenths (2.6) percent increase. These equity adjustments shall be distributed as follows:~~

~~a. Faculty Members' salaries below the minimum of the ^{appropriate range} appropriate range shall be increased to the minimum of the range.~~

~~b. Faculty Members whose salaries have been identified by mutual agreement of the parties as requiring equity adjustments shall receive appropriate salary adjustments.~~

~~2. Across the Board: The remainder of salary adjustment funds, at least two (2) percent each year, shall be distributed effective July 1, 1997, July 1, 1998, and July 1, 1999, as across the board increases to all Faculty Members whose salaries are within the appropriate salary range.~~

7.2 Geographic Differential

The following shall be the geographic differentials applicable to Faculty Members hired or transferred to a different campus after the effective date of this Agreement. Faculty Members whose current geographic differential exceeds the schedule set forth below shall be frozen at the higher geographic differential so long as:

- A. The Faculty Member remains in their current geographic differential area; or
- B. Until salary increases to the Faculty Member's base salary results in the Faculty Member receiving a higher salary than the frozen amount.

Aleutian Islands/Adak/Sand Point	27
Anchorage/Girdwood/Chugiak/Eagle River	0
Aniak/McGrath/Gaiena	30
Barrow/Kotzebue	42
Bethel	38
Bristol Bay/Dillingham	27
Cordova/Glenallen/Copper Center	11
Delta Junction/Tok	16
Fairbanks	0
Ft. Yukon	42
Juneau	0
Kenai/Soldotna/Homer	0
Ketchikan	0
Kodiak	9
Nenana	20
Nome	34
Palmer/Wasilla	0
Seward	0
Sitka/Angoon	0
Skagway/Haines	5
Valdez	11
Yakutat	5

7.3 Insurance

- A. The University shall contribute four hundred and thirty nine dollars and fifty-nine cents (\$439.59) per month per Faculty Member toward the cost of health benefits. The University contribution shall increase effective January 1 of each year of this Agreement by up to three (3) percent (e.g. effective January 2001, the contribution could increase to as much as \$452.78). In the event the cost of the benefits as prorated among participants in a particular plan exceeds the University's defined contribution, such cost in excess of the University's defined contribution will be borne by Faculty Members. Coverage levels shall not be altered without the agreement of the parties.

B. No later than July 1 of each year the union shall by written notice to the university elect one of the following health care options for the bargaining unit. If timely notice is not given, the option in effect for the prior year shall continue:

(1) Continue coverage on the same basis as provided to Faculty Members by the University Plan in place on the date of this Agreement.

(2) Cease participation, effective January 1 of the succeeding year, in any university plan. In such case, the University shall remit to Alaska Community Colleges' Federation of Teachers the defined contribution amount in effect at the time of notice given to the University. Subsequent annual increases to the defined contribution shall be on the same basis as provided in Article 7.3.A.

(3) Participate in another plan the university will offer or continue to offer other employees. In such case that plan shall replace the current plan for the bargaining unit effective January 1 of the succeeding year.

C. The university shall provide life insurance, long-term disability, and accidental death and dismemberment coverage on the same basis as provided to Faculty Members by the University Plan in place on the date of this Agreement.

~~A. All terms and provisions of the University/Union Health Care Agreement signed March 22, 1994 identified in this section shall be maintained and apply to all Faculty Members through December 31, 1997.~~

~~B. Effective January 1, 1998, Faculty Members shall be provided health insurance, life insurance, long-term disability, and accidental death and dismemberment coverage on the same basis as provided by the University Plan in place on the date of this Agreement. The University contribution of four hundred and two dollars and twenty-nine cents (\$402.29) per faculty member per month shall increase effective January 1 of each year of this Agreement by up to three (3) percent, and coverage shall not be altered without the agreement of the parties in a Labor/Management meeting. In the event the cost of the plan exceeds the University's defined contribution, such cost in excess of the University's defined contribution will be borne by Faculty Members.~~

~~C. Each Faculty Member shall receive a bonus payment of two hundred dollars (\$200) in the first salary payment in January 1998. No further payments shall be paid pursuant to this Article.~~

7.4 Reimbursement Accounts, Tax Sheltered Annuities

Faculty Members shall be provided reimbursement accounts and tax sheltered annuities on the same basis as provided in the University Plan in place on the date of this Agreement.

7.5 Educational Benefits

- A. Faculty Members shall have graduate and/or undergraduate course credit hours charges waived up to six (6) credits per semester for a maximum of twelve (12) credits per academic year, beginning with the fall semester and ending with the summer term.
- B. Faculty Members who will be employed by the University for the following academic year and who are not employed by the University during the summer shall have graduate and/or undergraduate course credit hour charges waived up to twelve (12) credits per summer within the twelve (12) credit per year limitation.
- C. Spouses and dependent children under the age of twenty-four (24) shall have course credit hour charges waived.
- D. Faculty Members who qualify as permanently disabled under the applicable state retirement system or have included University coursework as part of an approved leave of absence are entitled to the same educational benefits as regular Faculty Members.

ARTICLE 8

Leave

8.1 Holidays

A. The following holidays are observed by the University:

1. Day of Spring Recess
2. Memorial Day
3. Independence Day
4. An additional day before or after July 4, as specified by the President
5. Labor Day
6. Thanksgiving Day and the day immediately following
7. An additional day before or after December 25, as specified each year by the President
8. Christmas Day
9. New Year's Day
10. An additional day before or after January 1, as specified by the President

B. Holidays falling on a Saturday will be observed on the preceding Friday, and holidays falling on a Sunday will be observed on the following Monday.

C. Religious holidays may be observed by Faculty Members as leave without pay. Advance approval must be obtained from the Faculty Member's supervisor.

8.2 Time Off

Faculty Members with less than twelve-month contracts will receive fifteen (15) days off to be used when classes are not in session and which must be taken during the contract period. Time off will not accrue from one contract period to the next if not used, and no payment is made for time off not used when a Faculty Member terminates employment.

8.3 Annual Leave

A. Regular full-time and part-time Faculty Members with a twelve-month contract shall accrue annual leave as specified below:

1. Full-time Faculty Members shall accrue annual leave on a pay period basis except for those pay periods in which active work status begins for a new Faculty Member; annual leave will then accrue on hours worked.
 2. Part-time Faculty Members shall accrue annual leave on a pay period basis prorated according to proportion of full-time except for those pay periods in which active work status begins for a new faculty member; annual leave will then accrue on hours worked.
 3. Rates of accrual are based on length of employment in a position which is eligible for annual leave.
 4. Annual leave may not be used in advance of accrual.
 5. Rates of accrual for full-time regular employees are:
 - a. 5.54 hours per pay period during the first five (5) years
 - b. 6.46 hours per pay period during six to ten (6-10) years
 - c. 7.38 hours per pay period over ten (10) years.
- B. Use of annual leave must be mutually agreed to and approved by the Dean or Campus Director, or designee. If a request for annual leave is denied by the Dean or Campus Director, or designee, the reason(s) for denial shall be provided to the employee in writing.
- C. Annual leave accrued, but not used, shall accrue to a maximum of not more than two hundred and forty (240) hours (30 days) prior to the first full pay period of any calendar year. Unused leave in excess of the maximum at the close of business in the pay period which includes December 31 shall be forfeited.
- D. The salary equivalent of unused annual leave up to a maximum of two hundred and forty (240) hours may be paid upon retirement or termination of an employee from the University. In the event of death, all accrued annual leave shall be paid to the employee's estate.
- E. Anyone transferring from a position that provides annual leave to one which does not shall have his/her accumulated balance, up to a maximum of two hundred and forty (240) hours, paid off at the effective date of the termination of former status. The annual leave accrual rate is determined by the date of new hire into a position which provides annual leave, and does not include years of University employment when a Faculty Member was in a status which did not permit the accrual of annual leave.
- F. Annual leave does not accrue during sabbatical leave; special sabbatical leave; pay periods consisting solely of leave without pay; special assignments; temporary overload or additional assignment contracts; periods of suspension or other

disciplinary action as approved by the regional personnel office; or terminal leave which must be approved by the Dean or Campus Director, or designee, and is defined as leave taken during pay periods immediately prior to an identified termination date.

- G. Annual leave payments will not be continued after the date of termination or retirement. Faculty Members, excluding those on terminal leave, will receive full pay period leave accrual in the pay period encompassing the date of termination.
- H. Faculty Members on academic-year appointments do not accrue annual leave.

8.4 Sick Leave

- A. Sick leave may be taken for reasons of medical treatment or condition of the employee, emergency care for immediate family members of the employee, for attendance at a funeral, for childbirth by the employee or employee's spouse, adoption of a child, or placement of a foster child with the employee.
- B. Regular full-time employees earn 4.62 hours sick leave per pay period. Exempt and nonexempt full-time employees shall accrue sick leave on a pay period basis except for those pay periods in which work status begins for a new employee; sick leave will then accrue on hours worked. Exempt and nonexempt part-time employees shall accrue sick leave on a pay period basis, prorated according to the proportion of full-time employment. Overtime and premium pay does not qualify for leave accrual. Employees, excluding those on terminal leave, will receive full pay period leave accrual in the pay period encompassing the date of termination. Extended temporary employees shall accrue sick leave on hours worked. Temporary employees earn no sick leave, however, appropriate sick leave credit, not to exceed 60 hours, is granted retroactively to temporary employees employed on at least a half-time basis whose status changes to regular without a break in service.
- C. After layoffs resulting from reduction in force, sick leave accumulations are lost except that accumulations are reinstated following re-employment for employees who are rehired in a regular/term-funded position within thirty-six (36) months (3 years). At retirement, any unused sick leave hours may count toward retirement.
- D. Sick leave does not accrue during sabbatical leave; special sabbatical leave; pay periods consisting solely of leave without pay; terminal leave (leave taken during pay period(s) immediately prior to an identified termination date); special assignments; or other temporary overload or additional assignment contracts. Sick leave will accrue at appropriate full pay period rates when a continuing employee returns to a new fiscal year contract. Full pay period rates are also accrued when both worked hours and leave without pay hours are accrued in a single pay period unless the leave without pay is a result of suspension or other disciplinary action as approved by the regional personnel office.

E. Conditions of use of sick leave are as follows:

1. Pursuant to the Family Medical Leave Act of 1993 and the Alaska Maternity and Family Leave Act of 1992, all regular and extended temporary employees are entitled to a minimum of 18 weeks of sick leave (paid or unpaid) during a calendar year. Extended temporary employees are eligible until the expiration of their appointment or the end of the 18 week period, whichever is less. If an employee requests a second leave or continuation of their original request pursuant to the Family Medical Leave Act of 1993 and the Alaska Maternity and Family Leave Act of 1992, the employee must have worked at least 1,250 hours (excluding leave and holiday hours) in the prior calendar year.
2. The use of sick leave requires the approval of the employee's immediate supervisor. The supervisor may request evidence of the illness at their discretion. Sick leave may not be used in advance of accrual. The qualifying event period in excess of an employee's accrued sick leave will be charged against the employee's annual leave accumulation. Sick leave will not be used during a holiday or a regular day off. An employee may use sick leave during the three (3) day calendar year end holiday closure upon submission of written evidence of illness or a professional appointment or treatment recommended by a recognized health care professional covered by the University of Alaska health care program.
3. Sick leave benefits will not be paid during any period for which workers' compensation benefits are paid. Eligible employees will receive workers' compensation benefits and will continue to receive other regular University employer-paid benefits, but will not accrue annual or sick leave.

F. Sick leave may be used by the employee for:

1. An illness, disability, injury, or other medical condition of the employee including the first three (3) days off work due to a work related injury or illness
2. An illness which continues for more than three (3) days when the employee is on annual leave.
3. A professional appointment or treatment recommended by a recognized health care professional covered by the University of Alaska health care program.
4. Avoidance of passing on a contagious disease.

3. Upon refusal or failure by the employee to submit clear evidence of a qualifying event on request; or
 4. When the employee is eligible and qualified for disability retirement under the applicable State Retirement System, Social Security; or
 5. Upon exhaustion of sick leave.
- L. Sick leave requests which are not covered in this Regulation, or requests for special consideration, are to be submitted through administrative channels to the regional personnel office. The personnel office, after evaluation, will forward its recommendations to the appropriate Chancellor, or designee, or Vice President for final determination. Copies of requests, recommendations and final determinations will be provided to the Statewide Office of Human Resources.
- M. To qualify for sick leave benefits, the employee is required to make proper notification as follows:
1. The employee who is absent because of illness must notify or if unable, have another notify their supervisor or department head within the first hour of the normally scheduled work day. The supervisor or department head may exercise discretion to accept other evidence in lieu of either or both of these requirements. If requested, employees are to provide to their supervisor or department head statements or certificates from the employee's health care provider as proof of need for sick leave. Failure to notify will result in denial of sick leave unless the immediate supervisor or department head decides the circumstances justify a waiver.
 2. Unless it is known the employee's absence is expected, the employee must continue to notify the supervisor or department head each normal work day of an absence for the qualifying event.
 3. During periods of sick leave in excess of two (2) biweekly pay periods (4 weeks), the employee will provide to his/her supervisor or department head statements at predetermined regular intervals from the employee's or immediate family member's health care provider stating the condition of the employee's availability for return to work.
 4. During a qualifying event of any duration, regardless of how long or short, the employee should provide the supervisor or department head with as much advance notice as possible of the anticipated beginning and ending dates of the absence.
- N. It is the policy of the University to recognize substance abuse as a treatable disease. Therefore, any employee or immediate family member suffering from alcoholism or

G. Parental leave.

Sick leave may be used when a qualifying event of a member of the employee's immediate family requires attendance of the employee. The following restrictions apply to such use:

1. The immediate family consists of: spouse, child, stepchild, foster child, parent, grandparent, or sibling, or the spouse's parent, grandparent, or sibling.
2. The supervisor may request evidence of the family member's qualifying event at his/her discretion.

H. Sick leave may be used to arrange or attend a funeral. The eligibility rules for such use are as follows:

1. The sick leave must be approved by the employee's department head and/or supervisor.
2. Sick leave of up to five (5) consecutive work days may be used to arrange or attend the funeral of a member of a employee's immediate family. A written request for periods exceeding five (5) consecutive work days must be provided and approved by the department head and/or supervisor.
3. Up to one (1) work day of sick leave may be taken to attend the funeral of a friend or relative not in the immediate family.
4. For the funeral of a deceased employee, the department head determines the number of employees who may attend. Sick leave is permitted, and the attendance must be reported as sick leave.

I. Sick leave may be taken as terminal leave only in the event the employee meets requirements for taking such leave as stated in Policy and Regulation.

J. Sick leave is paid at the employee's regular rate of pay effective for the time period for which leave is taken. Full payment for accumulated unused sick leave is made to the employee's estate in the event of the death of an employee while employed by the University.

K. Paid sick leave is discontinued immediately:

1. Upon employee's return to work status; or
2. Upon determination by the employee's supervisor or department head with professional medical advice that the employee is able to return to work; or

another form of substance abuse, will receive the same consideration that is extended to employees having other qualifying events.

8.5 Disability Leave Bank

- A. The Union and the University agree that the existing Disability Leave Bank shall continue.
- B. Faculty Members who have completed one (1) academic year of employment with the University of Alaska shall participate in the Disability Leave Bank.
- C. Each Faculty Member shall contribute two (2) days of that Faculty Member's accumulated disability leave in the first month of eligibility. Participating Faculty Members shall contribute one (1) accumulated disability leave day each September to the Disability Leave Bank after initial contribution. Thereafter, Faculty Members having more than four (4) days accumulated disability leave shall contribute two (2) days each time the bank is depleted.
- D. A Faculty Member may withdraw disability leave days from the Disability Leave Bank immediately upon depletion of that Faculty Member's personal accumulation of sick leave. The Disability Leave Bank and Leave Share Program shall be the exclusive sources of additional sick leave for Faculty Members after depletion of their personal accumulation of sick leave.
- E. A Faculty Member may withdraw a maximum of ninety (90) days for any one (1) disability or complications therefrom.
- F. A Faculty Member withdrawing disability leave days from the bank shall not have to replace those days, except as a regular contributing member of the bank.
- G. A two-member Disability Leave Bank Administration Committee is established to administer the Disability Leave Bank and develop recommended policies for the administration of the Disability Leave Bank and submit those recommendations to the President of the University annually. This committee shall include one (1) representative from the University and one (1) representative from the ACCFT. The committee may, upon agreement, permit a Faculty Member to withdraw more than ninety (90) days in special circumstances, as an exception to Article 8.5.E. The Disability Leave Bank is administered by the University.

8.6 Other Leave

- A. Leave Share

The University will provide access to the Leave Share program in place as of the date of this Agreement and as it may be modified by the University from time to time. The