

ALASKA LEGISLATURE SPECIAL COMMITTEE / SUBJECT FILES 8672

6.4 SCOMM 4A: STUDY GROUP ON SOC. SECUR. WITHDRAWAL, 1978-1979

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

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

A permanent part-time employee working four (4) hours or less per day will receive one-half (1/2) subsistence pay for each day worked. Those permanent part-time employees who work regular shifts of four (4) hours or less per day on a five (5) days per week schedule shall receive one-half (1/2) subsistence pay for seven (7) days each week.

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

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

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

ARTICLE XIV

WORKING RULES

1. The work week shall consist of thirty-seven and one-half (37-1/2) hours within five (5) consecutive days, and all permanent full-time employees shall be guaranteed a full work week provided they are ready, willing, and able to work, unless suspended, on layoff, or leave without pay.

a. It is understood and agreed between the parties that at a duty station with multiple shifts, if a majority of the employees who do shift work indicate by majority vote that rotating shifts are desirable, the parties agree that the requirement of five (5)

consecutive work days as specified in Article XIV, section 1, shall be invalid for those working rotating shifts at shift change time only.

b. No CETA or PEP employees shall be assigned work which will result in the layoff of Local #71 employees.

2. The Employer agrees that the employee shall be paid overtime for all work in excess of seven and one-half (7-1/2) hours in any one (1) day and thirty-seven and one-half (37-1/2) hours in any one (1) week, at the appropriate overtime rate of pay.

3. When a shift is started, no less than four (4) hours shall be allowed. If more than four (4) hours are worked, then the full shift shall be allowed. Seven and one-half (7-1/2) hours shall constitute a shift.

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

5. STANDBY TIME. When employees are required to standby because of temporary breakdown or shortage of materials, temporary weather conditions, or for any other cause beyond their control, no time shall be deducted from this period and the finishing time or shift shall not be extended to make up the lost time.

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

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

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

- a. FERRY TRAVEL TIME. Ferry travel time shall be defined as actual time enroute between point of departure and destination and shall be paid at the employee's regular straight-time rate of pay. Loading and unloading of vehicles from ferries shall be included in the employee's travel time. Travel time shall not be considered time worked for the purpose of computing overtime.
9. a. Authority for orders to employees covered by this Agreement will be to the employees by a management representative through a foreman or leadman where there is a foreman or leadman as required by paragraph b and c of this section and from a foreman or leadman to other employees performing the work.
- b. When four (4) or more employees, except for laborers in public buildings, are employed on the same shift or as a crew, one (1) shall be selected by the Employer as a working leadman and shall be paid at the proper rate.
- c. When eight (8) or more employees are employed on the same shift or as a crew in an immediate area, one (1) shall be selected as a non-working foreman and shall be paid at the proper rate.
- d. When a leadman or foreman as described in section b and c is required by the Employer to supervise others of a Wage Grade the same as his own he shall be entitled to thirty-five cents (35¢) per hour over the base rate for the Wage Grade for all such hours of supervision. Such increase shall not result in a permanent wage change. The appointment of such foremen or leadmen will be the right of management, other provisions of the contract notwithstanding.

ARTICLE XV

TRAVEL AND MOVING

1. TRAVEL AND PER DIEM. If an employee is required to travel in travel status, he shall be paid a minimum of four (4) hours at his regular straight-time rate. If the travel time is more than four (4) hours in any twenty-four (24) hour period, he shall receive a minimum of seven and one-half (7-1/2) hours at his regular straight-time rate. Travel time shall not be considered as time worked for the purposes of computing overtime for that particular day.

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

2. a. When the employee is on State business away from his duty station and quarters and meals are not furnished, the employee shall be entitled to per diem in accordance with Section 7640 of the State Administrative Manual.

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

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

3. a. REIMBURSABLE TRAVEL EXPENSES. Whenever an employee is required to change his place of residence because of a change in assignment, promotion, or other reason related to his duties, he shall be reimbursed for transportation expenses in accordance with Section 7678 of the State Administrative Manual.

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

4. REIMBURSABLE MOVING EXPENSES. Employees shall be reimbursed for moving expenses under Section 7676 of the State Administrative Manual.

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

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

6. TEMPORARY TRAVEL ASSIGNMENTS. When an employee is traveling between work assignments or is temporarily assigned to work a distance of more than fifty (50) road miles away from his regularly-assigned work location the Employer will pay the employee according to the following schedule of allowances, providing the employee is in travel status at least three (3) hours of the time period shown for that meal period.

<u>TIME PERIOD</u>	<u>MEAL</u>	<u>ALLOWANCE</u>
Midnight - 10:00 a.m.	Breakfast	\$ 4.25
10:00 a.m. - 3:00 p.m.	Lunch	\$ 4.75
3:00 p.m. - Midnight	Dinner	\$10.00

ARTICLE XVI

REMUNERATION

TIME CARDS. Time-card hours of employees shall not be changed without first consulting with the employee involved. Corrections to the time-card hours and subsequent pay adjustments may be made after the employee involved has been notified of the changes made and pay adjustments expected, giving the reason for the correction and approximate date the pay adjustment should be made. Copies of the employee's time cards shall be made available by the Employer for inspection by the

employee or authorized Union representative upon eight (8) working hours written notice by the Union to the state office where the records are maintained. Refusal to furnish time cards as specified herein shall entitle the employee to wait-time pay of forty dollars (\$40) for each twenty-four (24) hour period thereafter. The Employer shall not be required to keep time cards over sixty-five (65) days. Any employee having a discrepancy in his time card must bring same to the attention of the Union within forty (40) days after such discrepancy.

ARTICLE XVII

CONDITIONS

1. LUNCH BREAK. A lunch period of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway of each shift. When the employee is scheduled to work at least three days on a ten (10) hour shift the lunch period shall be taken after approximately five (5) hours. If the shift exceeds the scheduled ten (10) hours the employee shall be entitled to an additional meal period with pay at the appropriate overtime rate and not to exceed one-half (1/2) hour. The same principle shall apply to shifts of eleven and twelve hours.

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

3. PAYDAY. The Employer agrees that payday shall be semi-monthly and shall be paid on the first (1st) and sixteenth (16th) of each month. If the employee's payday falls on a Saturday, Sunday, or holiday, then the last working day before said Saturday, Sunday, or holiday shall be considered payday. If the employee who elects to receive his paycheck at home or at work does not receive his paycheck on payday or within twenty-four (24) hours of the close of business on payday, the employee shall be entitled to penalty pay of one-half (1/2) a day's pay at the straight-time rate for each day thereafter to a maximum of twenty (20) days, provided the employee files notice with the Employer on forms provided by the State within the next regular day of business. Failure to provide notice to the Employer within the specified time period will forfeit claim for penalty pay until such notice is given. Employees who have their paychecks mailed to their banks shall be entitled to penalty pay only from the date of written complaint to the Employer.

a. ITEMIZED DEDUCTIONS. The Employer shall itemize all deductions except deferred compensation on regular paychecks so employees can clearly determine the purposes for which amounts have been withheld and shall include the number of straight-time hours, overtime hours, and dues deductions and basic rate per hour paid.

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

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

5. TERMINATION PAY. When an employee is terminated, his wages, less terminal leave and retirement contributions, become due immediately and shall be paid during business hours no later than the fourth working day after termination. If not paid within the prescribed period, the penalties shall be 7 1/2 hours per day straight-time rate of pay for any day thereafter that the check is late, provided that the employee files notice with the Employer on the next regular day of business. Failure to provide notice to the Employer within the specified time period will forfeit claim for penalty pay until such notice is given. Provided, however, if the employee voluntarily terminates without two (2) weeks prior notice, the late pay penalty shall not apply until after the following pay period. Date of mailing the paycheck shall constitute date of payment.

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

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

ARTICLE XVIII

HOLIDAYS

1. HOLIDAYS RECOGNIZED ARE:

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

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

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

3. PAY FOR DESIGNATED HOLIDAYS. Any of the above-designated holidays, when not worked by an employee, shall be paid at the rate of seven and one-half (7-1/2) hours at straight-time pay. An employee who is required to work on any one (1) of the designated paid holidays shall be paid time and one-half for hours worked plus holiday pay as designated above.

ARTICLE XIX

ANNUAL LEAVE

1. Employee's vacation-time credits shall accrue from the date of employment at the rate of one and one-quarter (1-1/4) days per month or majority fraction thereof for a period of two (2) years. Vacation-time credits, however, shall not be allowed to any employee whose term of employment is less than sixty (60) days. However, any employee who has worked over the sixty (60) day period but who terminates prior to the time that a vacation is taken, shall receive credit for one and one-quarter (1-1/4) days per month for each month worked from the inception of his employment and shall receive pay for the amount of credits so accumulated. After an employee has worked for a period of two (2) years, section 2 of this provision shall apply.
2. Employees with two (2) years or more employment shall start accruing one and three-quarter (1-3/4) days per month beginning on the sixteenth (16th) of the first full month of the third (3rd) year of employment. Any employee who has worked over the two (2) year period, but who terminates prior to the time that a vacation is due, shall receive credit for one and three-quarter (1-3/4) days per month for each month worked from the beginning of the third (3rd) year of employment and shall receive pay for the amount of credits so accumulated.
3. Employees with five (5) years or more employment shall start accruing two (2) days per month beginning on the sixteenth of the first full month of the sixth (6th) year of employment. Any employee who has worked over the five (5) year period but who terminates prior to the time that a vacation is due shall receive credit for two (2) days per month for each month worked from the beginning of the sixth (6th) year of employment and shall receive pay for the amount of credits so accumulated.
4. Employees with ten (10) years or more employment shall start accruing two and one-half (2-1/2) days per month beginning on the sixteenth (16th) of the first full month of the eleventh (11th) year of employment. However, any employee who has worked over the ten (10) year period but who terminates prior to the time that a vacation is due, shall receive credit for two and one-half (2-1/2) days per month for each month worked from the beginning of the eleventh (11th) year of employment and shall receive pay for the amount of credits so accumulated.
5. EXTENDED VACATION LEAVE. Any employee desiring extended vacation leave shall secure written permission from the Employer. Such extended vacation leave without pay shall not exceed fifteen (15) working days in any year. The employee may not accept any other type of employment under an APSE labor agreement while on vacation or extended leave. Proven violation of this section will subject the employee to termination.
6. Vacations may be taken at any time with the permission of the Employer whenever business permits.

7. a. Each employee shall take at least ten (10) days annual leave during each calendar period beginning January 16th and ending January 15th of the succeeding year. Should circumstances cause the Employer to refuse the employee the opportunity to take the full ten (10) days, any unused portion of the ten (10) day mandatory leave shall not be deducted from the employee's leave balance at the end of the calendar year.
- b. Annual leave accrued but not used shall accumulate to a maximum of sixty (60) days on January 15th of any calendar year. If an employee would have, as of January 15th, an amount of leave in excess of sixty (60) days the Employer may, after consultation with the employee, schedule such leave in excess of sixty (60) days.
- c. If an employee has an amount of annual leave in excess of sixty (60) days as of January 15th, such amount in excess of sixty (60) days shall be paid in cash.

ARTICLE XX

LEAVES OF ABSENCE

1. APPLICATION FOR LEAVES OF ABSENCE. No application for a leave of absence, as described in this Article, will be considered, unless it is applied for in writing and presented to the employee's immediate supervisor for his approval in advance whenever possible.
2. TEMPORARY ABSENCE FOR DISABILITY, ILLNESS OR INJURY. A permanent employee who shall be found and certified by a medical doctor to be unable to perform his regular assigned or alternate duties within this bargaining unit, as approved by the attending physician, because of disabling illness or injury, shall upon request receive a leave of absence without pay up to twelve (12) months but with service credit and seniority accumulating. If the disability continues beyond twelve (12) months and the employee has not returned to work, his service credit and seniority will be broken and terminated, unless otherwise mutually agreed by the Union and Employer.
3. OTHER APPROVED ABSENCE. Permanent employees may be granted a leave of absence without pay for death in the family, quarantine, marriage or voluntary service with a government agency. Leaves of absence may also be granted for other miscellaneous reasons.
4. NON-WAR MILITARY DUTY ABSENCE AND PAYMENT. An employee who is ordered by the United States Selective Service System to report for a pre-induction physical examination is entitled to a leave of absence without loss of pay, time or performance rating. The leave of absence shall not exceed three (3) working days.

An employee of the State who is a member of a reserve component of the United States Armed Forces, National or Alaska Guard or Naval Militia,

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

5. ABSENCE AND PAYMENT FOR JURY DUTY AND WITNESSES. An employee who is called for jury duty or who is subpoenaed to appear in court in Alaska as a witness will be compensated by the Employer for the difference between payment received for such compulsory jury duty or court appearance and the payment he would have received for the straight-time hours he was thereby required to lose from his regular work schedule but not to exceed five (5) seven and one-half (7-1/2) hour days per week, computed at his established basic hourly wage rate. However, when subpoenaed by a party other than the Employer, the employee will not be compensated if the employee, the Employer or the Union is a party in the case, or if the employee has any direct interest or financial interest in the case. Differential payment shall be made so long as such jury duty or court appearance continues only upon presentation of documentary proof of jury duty or court appearance and the payment received therefor. Continuous-service credit and duly-established seniority privileges will accumulate during such leave.

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

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

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

8. UNION BUSINESS LEAVE. There is hereby created a Union Business Leave Bank which shall be administered by the State with a monthly report of the balance and withdrawals provided to the Union Business Manager. The bank shall be established by a transfer of one day of annual leave from each employee on the payroll of the Employer on the date of signing this Agreement. All other employees shall donate one day of annual leave when the employee's balance is at least one day or more and such leave shall be transferred to the bank.

Withdrawal requests from the bank will be for purposes of contract negotiations, executive meetings, training sponsored by the Union, and other purposes as may be determined by the Business Manager. Requests for withdrawals from the bank shall be made only by the Business Manager of the Union to the Director of Personnel and Labor Relations on forms mutually agreed by the parties and furnished by the Union. All annual leave transferred to the bank is final and not recoverable for recredit to an individual's annual leave account.

The release of employees for Union Leave from duty shall be handled on the same basis as release from duty for annual leave.

ARTICLE XXI

SAFETY AND LIABILITY

1. a. All permanent equipment mechanics in Wage Groups 3 and 4 will be required to furnish their own hand tools up to but not including socket sets of 3/4-inch drives. The employees will receive a monthly tool allowance of twenty-five (\$25) dollars to be paid semi-annually. Electronics Technicians will be paid ten dollars (\$10) per month and furnish all hand tools exclusive of complex testing equipment consistent with this section.

b. No employee shall be discriminated against or disciplined in any manner because of refusal to work with, operate, or ride in unsafe equipment. Such refusal must be evidenced by a written report of the unsafe condition by the employee. If subsequently the equipment is deemed to be safe by the Safety Committee, disciplinary action may be taken by the Employer.

2. All work should be executed in a safe manner. The "Alaska State Safety Code" and OSHA regulations shall serve as minimum standards.

3. Safety devices and first-aid equipment, as may be needed for safety and proper emergency medical treatment, shall be provided for by the Employer. Each employee shall be responsible to account for the tools, protective clothing and equipment so supplied, ordinary wear and tear excepted. Non-expendable tools or protective clothing which become lost, damaged or stolen through the employee's proven negligence or deliberate act shall be replaced or paid for by the employee.

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

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

approved equipment and conditions as being safe. The safety committee shall have the right to recommend disciplinary action for any employee who habitually disregards safety practices and regulations.

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

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

7. SPECIAL FIRST-AID REQUIREMENTS

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

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

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

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

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

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

8. SANITARY REQUIREMENTS

a. Where temporary camp housing is furnished, each man shall be allowed housing of approximately sixty (60) square feet of floor area and shall be furnished bedding and a weekly change of linen. Shelter-wells and similar structures shall require approximately ninety (90) square feet of floor area per man. Adequate closet or locker space shall be provided each man, and where more than two (2) men are housed in a single room, a locker and keys or lockable closet shall be provided each man. There shall be no more than four (4) men housed in a standard 16' x 24' shelter-well. Room attendants shall be required to sweep floors and tidy rooms daily, excluding Sundays and holidays, and one (1) day each week shall

give each room a general cleaning, including antiseptic treatment of floors. The Employer shall furnish an adequate number of washers and dryers, both in camp and in facilities arranged for through a third (3rd) party. However, employees covered by this Agreement shall be entitled to as favorable camp conditions as other employees employed on the project. Alberta or equal quality trailer camps are acceptable, providing the patented or similar covered walkways are installed.

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

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

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

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

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

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

13. ACCIDENT BOARD

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

ARTICLE XXII

SENIORITY

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

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

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

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

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

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

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

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

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

- a. proper discharge;
- b. layoff of twelve (12) months duration;

c. resignation;

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

e. transfer to a new duty station (an employee may not be compelled to accept a transfer except as provided in Article VII, section 4).

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

ARTICLE XXIII

HEALTH AND SECURITY

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

b. In addition to insurance coverage paid by the Employer as described in section 1a of this Article the Employer agrees to pay to the Alaska Public Service Employees Trust Fund a monthly amount equal to twenty-two cents (22¢) per hour for each straight-time hour, thirty-three cents (33¢) for each overtime hour at time and one-half, and forty-four cents (44¢) for each double-time hour, paid as wages to probationary/permanent employees for the purpose of Union sponsored and administered additional health insurance benefits. This shall include twenty-two cents (22¢) for each compensable hour of terminal leave; however, it is agreed that the payment for terminal leave hours shall not be retroactive and shall commence upon date of signing of this Agreement. The Union recognizes that the Employer, to insure timely payment of wages due the employee, may be required to issue paychecks in the form of prepay, supplemental, or field warrants. In all cases the Union and the Employer agree to honor all bona fide claims for over and under-payments due to discrepancies in hours reported. The Employer will furnish a monthly accounting of straight-time, overtime, and double-time hours for each probationary/permanent employee, as well as the list of employees who are eligible for insurance coverage as listed in 1a. The list of eligibles shall be furnished to the Union Trust at the same time it is provided to the Employer's insurance carrier. No contribution shall be made for any penalty payments.

It is recognized by the parties that such payments have reduced the negotiated wage settlement by the amounts shown in this section.

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

ARTICLE XXIV

PENSION AND RETIREMENT

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

ARTICLE XXV

SICK LEAVE - FUNERAL LEAVE

1. Employees' sick-leave credits shall accrue at the rate of one and one-fourth (1-1/4) days per month or majority fraction thereof; sick leave pay shall be based on the employee's actual scale of wages.
2. Employees with three-day sick leave and under shall not be required to furnish a doctor's certification before returning to work unless there is reason to believe malingering is involved. Any employee with more consecutive sick leave days than specified above may be required to furnish a doctor's certificate to the Employer, certifying that the employee was physically unable to perform his duties. Any employee who abuses the sick leave privilege is subject to disciplinary action.

In the event of serious illness or injury within the employee's immediate family which requires the attendance of the employee for emergency care or when his presence on the job would jeopardize the health of fellow employees, the employee shall be entitled to the use of sick leave provided that a physician's certificate may be required by the Employer that the presence of the employee was required or that the illness or injury would jeopardize the health of other employees. Immediate family shall be defined as father, mother, husband, wife, sons, daughters, brothers and sisters.

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

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

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

ARTICLE XXVI

MISCELLANEOUS

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

2. JOB DEFINITIONS

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

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

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

Chainman: Chainman shall be a qualified chain and rodman.

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

Engineer in Training: An engineer in training is not a member of this bargaining group. He is a graduate engineer, in training for a supervisory position with the State. The State training program requires that these trainees receive on-the-job training during their two (2)

year training program. Nothing in the Agreement shall preclude these trainees from being assigned as they have in the past to various jobs as inspectors, party chiefs, and instrumentmen or computers for training purposes provided that no members of this bargaining group are laid off as a result of these assignments. Training Program shall be defined as working in addition to the regular crew.

ARTICLE XXVII

SEPARABILITY AND SAVINGS CLAUSE

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

EFFECT OF LAW

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

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

WAIVER

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

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

Should this Agreement or any section or Article be found not in compliance with federal merit system standards, where such standards are required as conditions for the receipt and expenditure of federal funds,

the Employer and the Union agree to immediately convene and renegotiate the Agreement, section or Article to comply with such standards.

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

ARTICLE XXVIII

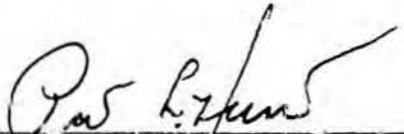
UNEMPLOYMENT INSURANCE

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

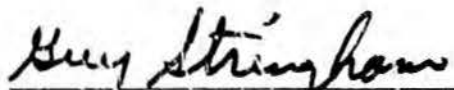
ARTICLE XXIX

TERM OF AGREEMENT

1. This Agreement shall become effective January 1, 1977, and shall remain in effect until December 31, 1979.
2. If either party should choose to negotiate a new agreement, they shall contact the other party during the period between October 1, 1979 and October 31, 1979.
3. In case of a delay in implementing the monetary terms of this Agreement, the Employer shall be held free of any penalty pay or other punitive measure. Such immunity is to apply to all time prior to the date that is 30 days subsequent to the date upon which an appropriation, adequate and for the specific purpose, becomes law or all time prior to the date that is 30 days subsequent to determination by a court of competent jurisdiction that such implementation may legally be made.
4. This Agreement is executed this 22 day of April, 1977, by the duly authorized agents and representatives of the parties hereto.



For the State of Alaska



For Alaska Public Service
Employees Local #71 (AFL-CIO)

Signed this 22 day of April, 1977.