

CHANGES

and

PROS & CONS, 2016 – 2018 PROPOSED SU AGREEMENT

Article 1 – Definition of Terms: NO CHANGE

Article 2 – RECOGNITION: NO CHANGE (formatting)

Article 3 – STATEMENT OF POLICY & PURPOSE: NO CHANGE

Article 4 – MERIT PRINCIPLES: NO CHANGE

Article 5 – MANAGEMENT RIGHTS: NO CHANGE

Article 6 – CONTRACTING OUT: NO CHANGE (formatting)

Article 7 – EMPLOYER/APEA RESPONSIBILITIES: NO CHANGE

Article 8 – LABOR-MANAGEMENT COMMITTEES: No Change to existing language; ADD Para I, providing for formation of new L-M Committee to review & address evaluation process –

PRO: Should improve process & address delayed Pay Increments resulting from late evaluations

CON: Ultimate committee revisions may result in undesired changes introduced to eval process

Article 9 – SECURITY OF THE PARTIES: NO CHANGE

Article 10 – COMPLAINT-GRIEVANCE-ARBITRATION: NO (SIGNIFICANT) CHANGE; ADD provisions allowing for email acknowledgement of step notifications –

PRO: Saves mailing costs, should simplify process

CON: Informalizes process

Article 11 – PROTECTION OF RIGHTS: NO CHANGE

Article 12 – LEGAL ASSISTANCE: NO CHANGE

Article 13 – CONDITIONS: Provisions regarding the “additional lunch break” when working lengthy overtime are move out of Sec 13.1 to a stand-alone section, 13.2, with subsequent numbering revised to accommodate the new section. No substantive changes to existing provisions.

PRO: Clarifies and emphasizes current provisions

CON: None perceived

Article 14 – PARKING: NO CHANGE

Article 15 – TIME OF TO VOTE: NO CHANGE

Article 16 – TOOLS, UNIFORMS & SAFETY: No Change to existing language; ADD Juvenile Probation Officers to list of position eligible for annual physical examination and introduce greater clarity and process to reimbursement procedures.

PRO: Expand eligible job titles for annual physical benefit

CON: None perceived

Article 17 – LAYOFF: Clarify that layoff occurs within the department; reduce required size of “location pool” from 5 to 3, provide new tie-breaker provisions (less than Mid-Acceptable eval coin flip in both layoff & rehire processes), provide longer continuation of health insurance upon layoff, and allow PERS cash-out without breaking seniority or forfeiting recall rights.

PRO: Process, procedures & benefits are improved

CON: None perceived

Article 18 – RECRUITMENT: NO CHANGE

Article 19 – POSITIONS, CLASSIFICATIONS & RECLASSIFICATIONS: In Sec 19.4, provide that the senior SU member shall be reclassified up when the reclassification action is within the division and new duties are the basis for the reclassification action.

PRO: Senior member within division shall be selected for reclass when reclass results from expanded work duties; should stop selection of “favorites”

CON: None perceived

Article 20 – EDUCATIONAL ADVANCEMENT & TRAINING: NO CHANGE

Article 21 – EXAMINATION OF RECORDS: NO CHANGE

Article 22 – EMERGENCY PERSONNEL: NO CHANGE

Article 23 – SUPERVISORY RESPONSIBILITIES: NO CHANGE

Article 24 – WAGES: Section 24.1, no cost-of-living raise for duration of 2-year agreement; salary schedule shall be part of contract, included with contract and incorporated into contract

PRO: Existing value of Salary Schedule, and its operating rules, is contracted & protected

CON: No cost-of-living raises for 2 year contract

Section 24.2, implementation language for 3.25% Pay Increment removed, future PIs will be 3.25% in value

Section 24.3, NO CHANGE in GeoDiff values, however, Para 24.3A is removed, un-freezing those interior Alaska members who were subjected to dramatic loss of GeoDiff in 2013, without “grandfathering”

Subsequent Para letters changed to accommodate removal of former Para A

Section 24.4, NO CHANGE

Section 24.5, NO CHANGE

Section 24.6, Para B Hazard Pay set at 7.5%

PRO: Expression of existing practice

CON: None perceived

Section 24.7, NO CHANGE

Section 24.8, clarifying language in Para 6 (24.8C6), Acting in a Higher Range, and providing for a 15 consecutive calendar day qualifying period for acting pay and reducing qualifying criteria to assumption of “essentially all the duties”, rather than “full duties”, of the higher position

PRO: Improved process, relaxed qualification

CON: None perceived

Section 24.9, Para A, postmark or payday deposit satisfied state’s timely pay responsibility; provisions for possible bi-weekly pay

PRO: No change

CON: None perceived

Section 24.9, Para B, acknowledge potential for mandatory payroll deposit

PRO: None

CON: Probably eventually inevitable

Section 24.13, date changes

Article 25 – OVERTIME, RECALL & STANDBY: Section 25.1 refer to LOA providing for furloughs; clarify “workweek” for members working AWW shall be defined by terms of AWW; clarify members with FlexPlan may not adjust daily work schedule within the pay period

PRO: AWW workweek is helpful clarification; FlexPlan exclusion from daily adjustment off-set by FlexPlan improvements (see Section 25.11 & Article 29.D5)

CON: Furlough – ugh!; FlexPlan management/manipulation ability narrowed

Section 25.6, Para B1 & B2, clarify standby procedures

Section 25.11, clarifying and slight more flexible provisions for FlexPlans

Article 26 – HOLIDAYS: Para C, ADD statement “Requests to float holiday will not be unreasonably denied.”

Article 27 – TRAVEL, PER DIEM & MOVING: NO CHANGE

Article 28 – HEALTH & SECURITY: Section 28.3C, INTRODUCE Employee Contribution, based on Individual Coverage or Indiv-Dependent Coverage, for Economy Plan health insurance coverage

PRO: Contribution – None; Tiered Rates – arguably relieved members without dependents from subsidizing coverage for members with dependents

CON: Contribution – Introduction of Employer contribution for Economy Plan coverage; Tiered Rates – mixed, individuals will hereafter have lower contribution rates, members with dependents will hereafter have increased contribution rates

Section 28.4, significantly improved and strengthened provisions that legitimize and secure the Health Benefits Evaluation Committee (HBEC)

PRO: HBEC is better protected and strengthened

CON: None perceived

Section 28.7, ADD language and procedures to allow SU to move out of AlaskaCare coverage and to its own health trust as the vehicle for providing SU members with health insurance

PRO: creates/restores option for SU to make its own changes to the vehicle by which health insurance will be provided to SU bargaining unit members

CON: None perceived

Article 29 – LEAVE: Section 29.1D5, up to 300 hours of any PL swept from members due to non-usage will be credited in the SU Catastrophic Leave Bank for usage in accordance with the provisions of that leave bank and members with FlexPlans are no longer required to utilize their minimum annual leave requirement before utilizing Flex credits.

PRO: Lost PL will not be entirely lost; FlexPlan usage is more flexible, managed by the member

Con: None perceived

Para E, date changesre “the leave year”, implementing prior LOA

Section 29.5, date changes implementing revised Leave Year

Article 30 – DISCIPLINE & NOTIFICATION: NO CHANGE

Article 31 - AVAILABILITY OF PARTIES: NO CHANGE

Article 32 – CONCLUSION OF COLLECTIVE BARGAINING: NO CHANGE

Article 33 – SUPERCEDING EFFECT OF AGREEMENT: NO CHANGE

Article 34 – CONDITIONS NOT SPECIFICALLY COVERED: NO CHANGE

Article 35 – SAVINGS CLAUSE: NO CHANGE

Article 36 – LEGISLATIVE ACTION: NO CHANGE

Article 37 – LEGAL TRUST FUND: NO CHANGE

Article 38 – STATE-OWNED/CONTROLLED HOUSING: NO CHANGE

Article 39 – PRINTING OF THE AGREEMENT: State will post CBA on state website; APEA will distribute to SU

Article 40 – DURATION OF AGREEMENT: Date change – 2 year agreement 1Jul16 – 30Jun18; DELETE re-opener provision

PRO: 2-year COLA freeze & Health Insurance contributions preferable to 3

CON: 2-year COLA freeze & Health Insurance contributions – ugh!!

Appendix A, Merit Increases: NO CHANGE

Appendix B, Floating Holiday: DELETED, no longer required

Appendix C, Administration of Leave: Clarify Item 16c, LWOP/suspension may be in single day increments; workweek increments not required under all circumstances

PRO: more flexibility to negotiate discipline

CON: None perceived

Appendix D, AWW: NO CHANGE

Appendix E, Wage Scales: will be added

Appendix F, LOA 16-SS-187: Introduction of Furloughs – 15 furlough hours per each year of contract, which may be taken in one-half hours increments, scheduled with supervisor and employee preference; no impact on health insurance, leave or seniority and PL cash-outs are permitted to off-set cost of furlough.

PRO: softened PR gambit as much as possible

CON: furloughs!

Appendix G, Employees Frozen under Section 24.3: “unfreezing” of identified individuals frozen per 2010 GeoDiff modifications

Appendix H, LOA 16-SS-211: During Calendar/Leave Years 2016 and 2017 mandatory leave usage above 37.5 hours per year may be satisfied by cash-out of leave.

Letters Of Agreement: In addition, existing Letters of Agreement shall continue in full force and effect, and LOA 17-SS-187, Administration of Furloughs shall be adopted, which provides for an alternate furlough satisfaction for members who are within 5 years of retirement during either year of the proposed contract.

The SU Negotiating Team recommends approval and ratification of the mediated Tentative Agreement

