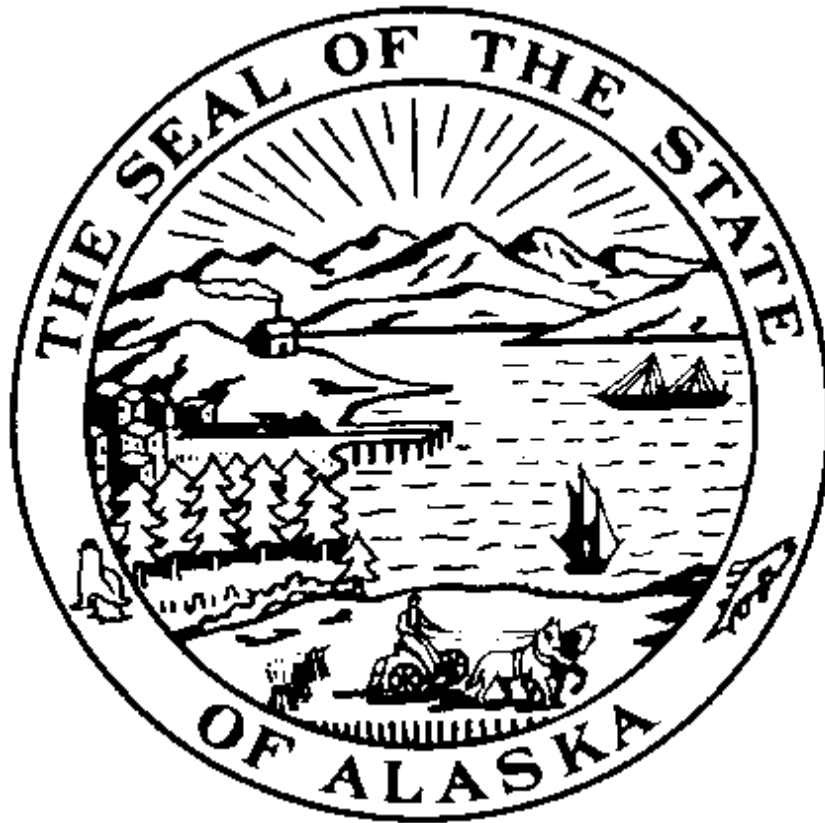


# **BARGAINING AGREEMENT**

between the

**STATE OF ALASKA**



and the

**ALASKA PUBLIC EMPLOYEES ASSOCIATION**

representing the

**SUPERVISORY UNIT**

**July 1, 2018 - June 30, 2021**

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## **ARTICLE 1 – Definition of Terms**

### **1.1 Tense, Number and Gender.**

As used in this Agreement:

- A. Words in the present tense include the past and future tenses, and words in the future tense include the present tense.
- B. Words in the singular number include the plural, and words in the plural number include the singular.
- C. Words of any gender include the masculine, feminine and the neuter, and when the tense so indicates, words of the neuter gender may refer to any gender.

### **1.2 Definitions.**

- A. “APEA/AFT Officials” are: President, Board of Directors, Delegates, Chapter Officers, Employee Representatives, any employee serving on APEA/AFT committees and APEA/AFT staff.
- B. “Bargaining unit” means the Supervisory bargaining unit.
- C. “Class Specification” is a written statement of duties and responsibilities that are characteristics of a class of positions and includes the education, experience, knowledge and ability required to perform the work of the class of positions. Examples of these duties will be specifically enumerated.
- D. “Disciplinary Grievance” means a procedure of review provided for in Article 10 whereby a permanent employee can seek review of a dismissal, demotion or single suspension in excess of thirty (30) calendar days.
- E. “Employee Representative” means any Bargaining Unit Member designated as such by APEA/AFT.
- F. “Employee” means a person in the State service who is paid a salary or wage and holds probationary, permanent or provisional status working in a position that has been designated by the Alaska Labor Relations Agency as a Supervisory Unit position.
- G. “Immediate Family” means the employee's spouse, children, stepchildren, mother, father, grandmother, grandfather, mother-in-law, father-in-law, sister or brother.
- H. “Just Cause” means, but is not limited to, incompetence, unsatisfactory performance of duties, unexcused absenteeism, intoxication, substance abuse, dishonesty and gross disobedience.
- I. “Nonpermanent”
  - 1. “Short-term nonpermanent” means a person in the State service who is paid a salary or wage and holds nonpermanent status working in a position for one hundred and twenty (120) calendar days or less that has been designated by the Alaska Labor Relations Agency as a Supervisory Unit position.

2. "Long-term nonpermanent" means a person in the State service who is paid a salary or wage and holds nonpermanent status working in a position for one hundred and twenty-one (121) calendar days to one (1) one year that has been designated by the Alaska Labor Relations Agency as a Supervisory Unit position.
- J. "Personal Effects" will include all personal property and possessions.
- K. "Personnel File" means all those documents, reports, written or otherwise recorded evaluations of a person's performance while performing duties on behalf of the Employer, and any other material pertaining to that person that is kept in that file.
- L. "Personnel Rules" For the purpose of this Agreement, all references to Personnel Rules will mean those Personnel Rules in effect on the date of the relevant action or event.
- M. "Provisional Employees" are those appointed under the regulations established in 2 AAC 07.195, "Provisional Appointment."
- N. "Reclassification/Reallocation" means the reassignment of a position either filled or vacant from one class to another class.
- O. "Subfill" A subfilled position is one for which, in the absence of a complete certification at the classified level, a certification at a lower classification is utilized to fill the position.

## **ARTICLE 2 – Recognition**

### **2.1 General Recognition**

The State of Alaska, hereinafter referred to as the Employer, recognizes the Alaska Public Employees Association, hereinafter referred to as APEA/AFT, as the exclusive representative of all permanent, probationary, provisional and nonpermanent employees in the Supervisory Unit for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment. It is recognized that all new positions and classifications created by the Employer will be placed in the appropriate bargaining unit, consistent with prior Alaska Labor Relations Agency rulings. APEA/AFT will be notified of all new classifications created within ten (10) days of such action and such notification will include the specifications of the job classifications. Both parties recognize that the Alaska Labor Relations Agency will retain its authority to make final determinations of unit classification assignments. No filled positions will be changed to a bargaining unit outside this bargaining unit without written notification to APEA/AFT of such action concurrent with the notification to the department. If APEA/AFT does not notify the Employer within fifteen (15) working days from date of notification of its intent to challenge, the Employer will be free to take the proposed action. The Employer may change a vacant position to a bargaining unit outside this bargaining unit, and APEA/AFT will be notified concurrently with such action. No filled position will be changed to Exempt or Partially-Exempt status without at least thirty (30) calendar days' notice to APEA/AFT. No filled position will be changed to Partially-Exempt until approved by the Personnel Board. Changes to Exempt or Partially-Exempt status will not become effective until expiration of the thirty (30) day notice period. The Employer may change a vacant position to Partially-Exempt or Exempt status and APEA/AFT will be notified concurrently with such action.

In instances where a filled position is reclassified to a classification that has historically resided



in another bargaining unit, the State may move that position to the other unit, and the APEA/AFT will be notified of the change concurrent with the action and is entitled to appeal the bargaining unit placement to the Alaska Labor Relations Agency.

## **2.2 Representation of Nonpermanents**

It is recognized that the need exists to hire nonpermanent employees in positions similar in duties and requirements to permanent positions in the bargaining unit; therefore, notwithstanding AS 39.25.195 the following provisions will apply:

- A. An individual hired as a nonpermanent covered by this Agreement must perform the work of the assigned class and may not be paid less than the entry salary step of the range assigned to the class in which the nonpermanent is to work.
- B. Assignments of one hundred and twenty (120) calendar days or less in any twelve (12) month period may be filled through the use of short-term nonpermanent appointments (casuals). The Employer may make such appointments without use of any eligible lists. Any individual hired as a short-term nonpermanent must be terminated following the one hundred and twentieth (120th) day of employment. The Employer and APEA/AFT agree that all determinations concerning the terms and conditions of casual employment will be made independently by the Employer, except as provided for in this Article or as specifically provided for in subsequent Articles.
- C. Assignments described as Substitute, Normal, Program, and Project Nonpermanents in Division of Personnel Standard Operating Procedure that are for periods of less than twelve (12) months duration may be filled through the use of long-term nonpermanent appointments. Any individual hired pursuant to this provision will meet the minimum qualifications as required of individuals seeking permanent employment in the class into which they are to be hired. The Employer agrees to hire individuals for these assignments from Workplace Alaska. In the event that an employee is worked for longer than twelve (12) months, except as provided in paragraph F of this Section, the Employer will review the reasonableness of establishing a permanent position. If a permanent position is established under this Section, the long-term nonpermanent employee will become the incumbent of the permanent position. All long-term nonpermanent employees will be entitled to personal leave accrual, health insurance and legal trust coverage, holidays, those employment application rights afforded to permanent employees and all complaint procedure rights set forth in Article 10.1.
- D. Time spent in nonpermanent status will be credited toward probationary status as follows:  
If the nonpermanent employee is converted to probationary status in the same classification performing similar duties with no break in employment, the employee will be credited with one (1) month toward the probationary period for every consecutive month of nonpermanent employment to a maximum of one-half (1/2) the required probationary period in the job class.
- E. Extensions to the time limits established in C. and D. above may be accomplished with the written concurrence of APEA.
- F. It will not be a violation of this Agreement to employ Workforce Innovation and Opportunity Act or similar nonpermanent employees and such nonpermanent employees

will be members of the bargaining unit. The Employer agrees to abide by the Federal regulations governing such employment programs.

- G. Any dispute arising between the parties, under this paragraph concerning compliance with Federal regulations, will not be subject to Article 10 of this Agreement but may be referred by either party, after discussion, to the Federal agency responsible for such program for resolution.

Neither party waives its right to seek resolution of the matter, when appropriate, in court after exhaustion of the administrative remedies as authorized in this paragraph.

### **ARTICLE 3 – Statement of Policy and Purpose**

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

- A. To recognize the legitimate interests of the employees of the State of Alaska to participate through collective bargaining in the determination of the terms and conditions of their employment.
- B. To promote fair and reasonable working conditions.
- C. To promote individual efficiency and service to the citizens of the State.
- D. To avoid interruption or interference with the efficient operation of State government.
- E. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

Alleged violations of this Article shall be addressed through the complaint-resolution process of Article 10.1.

### **ARTICLE 4 – Merit Principles**

#### **4.1 Intent.**

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), will use all due diligence to maintain merit principles among public employees, to the end that public employees be selected, appointed and promoted from among the most qualified, not on the basis of personal connections, political party, race, religion, sex or age.

#### **4.2 Performance Incentives.**

Performance incentives will be based upon the appointing authority's evaluation of an employee's performance. A performance incentive of one (1) step in the salary range may be given to an employee who has received an overall performance evaluation of "Acceptable" or

better on the employee's merit anniversary date. The first day of the pay period following the satisfactory completion of the probationary period will constitute an employee's merit anniversary date, unless the employee enters the pay range above the minimum rate of pay, in which case the merit anniversary date will be the first day of the pay period following completion of one (1) year of service in the position.

Steps (b), (c), (d), (e) and (f) of the salary range will be used for performance incentives where an employee has demonstrated satisfactory service of a progressively greater value to the State. Unless the Employer takes an affirmative action to deny a merit or increase service step through a performance evaluation, the employee will be considered to have "good or better service" and eligible for a step increase on their merit anniversary date.

The merit anniversary date does not change when a performance incentive is not granted. If the employee's standard of performance reaches acceptable levels later in the merit year, the step increase may be granted effective the first day of the pay period following the acceptable level and no change in the merit anniversary date will result.

When an employee's level of work performance becomes less than "Acceptable," an interim performance evaluation may be prepared. When such an evaluation is prepared, and the level of performance does not reach "Acceptable" within the subsequent thirty (30) calendar day period, one (1) salary step may be withdrawn on the first day of the pay period following completion of the thirty (30) calendar day period, provided the employee's salary is other than the entry step of the salary range. No more than one (1) salary step may be withdrawn in a twelve (12) month period. Before a personnel action withdrawing a salary step is prepared, the employee will be notified in writing that the performance has not improved. If the employee's level of performance subsequently reaches "Acceptable," the salary step may be restored effective the first day of the pay period following preparation of a performance evaluation report confirming the improved level of performance.

The Employer will not establish a quota or percentage system to determine the number of performance increases granted, but the parties agree to accept the standards provided in the September 27, 1979, memorandum on merit increases (incorporated as Appendix A) and all subsequent written decisions issued by the Performance Incentive Committee for determining the granting or not granting of performance increases. The Employer may update or revise the Appendix A memorandum from time to time to implement this Article. If the State chooses to update or revise the Appendix A memorandum it will provide the Association with the change(s) it intends to make and allow the Association a reasonable time to provide its input on the change(s) before a new memorandum is issued.

#### **4.3 Appeal Procedures.**

In disputes concerning instances where an employee has not been awarded a performance incentive, the following will be the sole and exclusive method for resolution.

Level One: Within fifteen (15) working days of receipt of the evaluation that fails to grant a performance incentive, the employee must appeal said action to the Commissioner of the employing department in memorandum form setting forth the reasons the employee disagrees with the State's action or inaction. Within fifteen (15) working days of receipt of the appeal, the Commissioner will respond in writing, setting forth the rationale for the decision. A copy of the response will be provided to APEA/AFT concurrent with the response to the employee.

Level Two: In the event the dispute is not resolved at Level One, the employee may appeal said decision to a neutral third party. The appeal must be submitted through APEA/AFT to the Commissioner, Department of Administration, with a copy of the Level One documents within fifteen (15) working days from the date the Commissioner's decision under Level One was due or received, whichever is earlier.

- A. Within two weeks of receipt, the Commissioner will submit to the neutral third party the performance evaluation report including any rebuttals thereto, the employee's appeal at Level One, the decision and rationale at Level One, pertinent prior performance records, the employee's job description and the class specification. The neutral third party will be selected as described under 4.4 below.
- B. The neutral third party will render a decision within thirty (30) calendar days of receipt of the appeal that will include a rationale for the decision and that will be based upon the information presented.

#### **4.4 Third Party Neutral Selection.**

The third party neutral will be selected by alternately striking names from the list of arbitrators provided for in Article 10.6.B.1, until one (1) name remains and that arbitrator will be appointed. Costs associated with the third (3rd) jointly selected member will be borne equally by the parties.

#### **4.5 Performance Evaluation Investigations.**

A Bargaining Unit Member who is dissatisfied with a written performance evaluation that rates them as lower than acceptable and does not involve the denial of a performance incentive may obtain review of that evaluation through the following procedure, which will be the sole and exclusive remedy for such disputes.

- A. Within thirty (30) days after receipt of a copy of the finalized evaluation, the Bargaining Unit Member must submit through the Union a written request to the Director of the Division of Personnel, Department of Administration, asking that the Director investigate allegations that the evaluation includes factual inaccuracies, or that in the preparation of the evaluation management has been arbitrary or capricious, or has been motivated by discrimination or bias.
- B. The written request must state specifically the allegations to be investigated and, to the degree that information in support of those allegations is known, identify the facts surrounding the controversy. The list of allegations to be investigated will not be expanded after the initial submission to the Employer except by written mutual agreement of the parties.
- C. Upon receipt of a written request, the Director will direct that an investigation into the allegations be made. The person assigned to conduct the investigation will not be anyone in the Department of the member. The assigned investigator will have sixty (60) days to investigate the allegations and to make written recommendations to the Director regarding revision of the evaluation with a copy to the Union. The investigation will include interviews with the member, the rater, other appropriate parties and a review of all appropriate documents.
- D. The Director will issue a final decision within fourteen calendar (14) days after the close

of the investigation revising those contested facts found to be inaccurate. Other contested portions of the evaluation will be revised upon a finding by the Director that in the preparation of the evaluation management has been arbitrary or capricious, or was motivated by discrimination or bias.

- E. Time limits may be extended by mutual agreement.

## **ARTICLE 5 – Management Rights**

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

- A. recruit, examine, select, promote, transfer and train employees of its choosing, and to determine the times and methods of such actions;
- B. assign and direct the work; develop and modify class specifications as well as assignment of the salary range for each classification, allocate positions to those classifications; determine the methods, materials and tools to accomplish the work; designate duty stations and assign employees to those duty stations;
- C. reduce the work force due to lack of work, funding or other cause consistent with efficient management; discipline, suspend, demote or dismiss permanent employees for just cause;
- D. establish reasonable work rules; assign the hours of work and assign employees to shifts of its designation.

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

## **ARTICLE 6 – Contracting Out**

### **6.01 Feasibility Studies.**

- A. The Employer has the right at all times to analyze its operation for the purpose of identifying cost-saving opportunities and improved service.
- B. Decisions to contract out shall be made only after the affected agency has conducted a written feasibility study determining the potential costs and benefits that would result from contracting out the work in question.
- C. The Employer shall notify the Union of its final decision regarding contracting out.
  - 1. If the Employer decides to contract out and such contracting out will result in the direct displacement of employees, the Employer shall provide the Union with no less than thirty (30) calendar days' notice that it intends to contract out bargaining unit work. The notification by the Employer to APEA/AFT of the results of the feasibility study will include all information upon which the Employer based its decision to

contract out the work, including but not limited to the total cost savings the Employer anticipates.

2. The Union may then submit an alternate plan that is to include potential costs and benefits. During this thirty (30) day calendar period the Employer shall not release any bids and APEA/AFT shall have the opportunity to submit an alternate plan that will be given fair consideration by the Employer. During this thirty (30) calendar day period, the Union shall have the opportunity to discuss the placement of affected employees.

- D. No employees shall be laid off and their work contracted out without meeting provision 6.01.A above.

### **6.02 Effect on Employees.**

- A. Once the Employer makes a decision to contract out work that will result in the direct displacement of employees, it will make a good faith effort to place employees elsewhere in state government in the following order of priority: 1) within the division, 2) within the department, or 3) within State service generally.
- B. In the event employees must be displaced as a result of contracting out, such displacement shall be made in accordance with the layoff provisions of this Agreement.

### **6.03 Compliance**

Upon request to the issuing agency, APEA/AFT is entitled to receive a copy of any audit performed on any State contract.

## **ARTICLE 7 – Employer/APEA Responsibilities**

### **7.1 Employer Responsibilities.**

The Employer agrees that it will not in any manner, directly or indirectly, attempt to interfere between any of its Bargaining Unit Members and APEA/AFT; that it will not in any manner restrain or attempt to restrain any Bargaining Unit Member from belonging to APEA /AFT or from taking active part in APEA/AFT affairs; and that it will not discriminate against any Bargaining Unit Members because of their APEA/AFT membership or any reasonable APEA/AFT activity, provided such activity is not contrary to this Agreement. No Bargaining Unit Members will be discriminated against for upholding of APEA/AFT principles, and any Bargaining Unit Members who work under the instruction of APEA/AFT or who serve on a committee will not lose their positions or be discriminated against for this reason.

### **7.2 APEA Responsibilities.**

- A. APEA/AFT assumes all obligations and responsibility for this unit, and APEA/AFT will retain the right to discipline members in this bargaining unit.
- B. APEA/AFT agrees that this Agreement is binding on each and every member of this bargaining unit and that its members, individually or collectively, accept full responsibility for carrying out all of the provisions of this Agreement.
- C. APEA/AFT will actively combat absenteeism and other practices that may hamper the Employer's operation and APEA/AFT will vigorously support the Employer in efforts to

eliminate waste and inefficiency, to improve the quality of work and to promote goodwill between the Employer and Bargaining Unit Members.

- D. APEA/AFT agrees to make a good faith effort to see that the Bargaining Unit Members working under this Agreement obey all reasonable rules and regulations as prescribed by the Employer.

### **7.3 Nondiscrimination.**

- A. The parties agree that they will not unlawfully discriminate in any employment matter against any Bargaining Unit Member with regard to race, color, religion, national origin, age, sex, disability, marital status, change in marital status, pregnancy, parenthood, political affiliation, or political belief. Further, the parties agree to support appropriate action against any Bargaining Unit Member involved in sexual harassment.
- B. The parties agree that Bargaining Unit Members will have the right to utilize the Employer's Internal Discrimination Complaint Procedure should a dispute involving the provisions of this section arise. This procedure will be the sole method of resolution of disputes arising from this section.

## **ARTICLE 8 – Labor-Management Committees**

### **8.1 Purpose and Procedures.**

- A. To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, joint labor-management committees will be established to discuss matters of mutual interest. Committee size will be determined by mutually agreed-upon arrangements at the appropriate level. The composition of each Association delegation to labor-management committees will be at the discretion of APEA/AFT.
- B. Such committees will meet when necessary. Written agenda will be prepared in advance of any meetings and may be reviewed by the Division of Personnel & Labor Relations and APEA/AFT, when necessary.
- C. Agreements to establish a labor-management committee will include provisions governing the form and recipient of committee recommendations, as well as the manner and time frame for the recipient's response to committee recommendations.
- D. Approved time spent in meetings (including actual and necessary travel time) will neither be charged to leave credits nor considered as overtime worked. Management will make every effort to reschedule shift assignments or days off so that meetings fall during working hours of Association representatives. Labor-management committee meetings will be conducted in good faith. These committees will have no power to contravene any provisions of this Agreement, nor to enter into any agreements binding the parties, or resolve issues or disputes surrounding the implementation or interpretation of the Agreement. Matters requiring a Letter of Agreement will not be implemented until a signed Letter of Agreement has been approved by the Division of Personnel & Labor Relations and APEA/AFT Headquarters.
- E. No discussion or review of any matter by the committee will forfeit or affect the time frames of the grievance-arbitration procedure. Issues that should be resolved through

the grievance-arbitration procedure will be referred to and handled pursuant to that procedure.

- F. Staff representatives of the Division of Personnel & Labor Relations and APEA/AFT will render assistance to local joint committees in procedural and substantive issues as necessary to fulfill the objectives of this Article and may participate in such meetings.
- G. At the conclusion of each calendar year the parties may discuss the concept of labor-management committees and whether it should be modified, expanded or continued.
- H. If labor-management training is offered by the Employer, it will be provided to no more than two (2) APEA /AFT officials at no cost.
- I. The parties agree to form a Labor Management Committee during the first year of this Agreement to specifically address the performance evaluation process.

## **ARTICLE 9 – Security of the Parties**

### **9.1 Agency Shop.**

- A. It is recognized that APEA/AFT owes the same responsibilities to all Bargaining Unit Members and is to provide benefits and services to all Bargaining Unit Members whether or not they are members of APEA/AFT. All Bargaining Unit Members will, as a condition of continued employment, either become a member of APEA/AFT and pay APEA/AFT dues or pay an agency fee to APEA /AFT equal to the amount certified by the Association Business Manager to be necessary to reimburse the Association for the expense of representing the members of the bargaining unit. Payment of APEA /AFT dues will commence no later than thirty (30) calendar days after the date of hire. The Association agrees to provide its agency fee payers with procedural protections meeting or exceeding the requirements set out in *Chicago Teachers Union v. Hudson* 475 U.S. 292.310, 106 S. Ct. 1066, 1078 (1986) (“Hudson”) for the assessment of service fees: an adequate explanation of the basis for the fee, a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision-maker, and an escrow for the amounts reasonably in dispute while such challenges are pending.
- B. Persons to be employed in the bargaining unit in Juneau, Anchorage and Fairbanks will be notified by the Employer at the time of hire that they have ten (10) working days to report to the local APEA/AFT Office to be advised of their agency shop obligations under this Agreement. The Employer will not sign up new hires for APEA/AFT agency fees or membership dues. The Bargaining Unit Member will report to the local APEA/AFT Office on the employee's own time.
- C. Upon request by APEA/AFT, a Bargaining Unit Member who has been employed for more than thirty (30) calendar days and who is not complying with the agency shop provisions of this Agreement will be terminated by the Employer, provided that the following actions have occurred:
  - 1. The APEA/AFT will notify the Bargaining Unit Member of the amount of money that he/she is in arrears. The notice will inform the Bargaining Unit Member of impending discharge if the full amount owed is not paid to the APEA/AFT within fifteen days after receipt of the notification. A copy of the notification will be mailed



simultaneously to the Division of Personnel & Labor Relations.

2. The APEA/AFT will tender to the Division of Personnel & Labor Relations a written request for the termination of the Bargaining Unit Member on the basis that the Bargaining Unit Member has not complied with the agency shop provisions of the Agreement within the time period specified in 9.1.A, in that he/she has not paid the arrearage and has not documented that the money is not owed. The Association Business Manager will provide the Director of the Division of Personnel & Labor Relations copies of documents showing the Association's compliance with paragraph A. for agency fee payers.
- D. Bargaining Unit Members who choose to change their status from APEA/AFT member to agency fee payer may do so after giving 30 days' notice to APEA/AFT. However, the agency fee payers who wish to change their status to APEA/AFT member may do so immediately upon notification to APEA/AFT.
- E. The State will furnish to the APEA/AFT Headquarters Office a report showing all personnel transactions adding Bargaining Unit Members to or deleting Bargaining Unit Members from the unit. Such reports will be furnished on a weekly basis and not later than the week following the week in which the information is received by the Division of Finance. APEA/AFT specifically agrees that all information provided will be used only for purposes related to the execution of the Agreement, that APEA/AFT will be responsible for the protection and security of information provided and that APEA/AFT will assume all liability that may result from any improper disclosure or use by APEA/AFT of information provided.
- F. The Employer will neither interfere with nor support APEA/AFT in its discipline of the members of this bargaining unit. This provision will not relieve the Employer of its responsibility to terminate Bargaining Unit Members for nonpayment of APEA/AFT agency fees, initiation fees or membership dues.
- G. The APEA/AFT will defend, indemnify, and save the Employer harmless against any and all claims, demands, suits, grievances, or other liability (including attorney's fees incurred by the Employer) that arise out of or by reason of actions taken by the Employer pursuant to this Article, except those actions caused by the Employer's negligence.
- H. The provisions of this section are effective prospectively from the date of signing of this agreement.

## **9.2 No Strike or Lockout, Picket Lines**

- A. APEA/AFT agrees that during the life of this Agreement, APEA/AFT, its agents or its Bargaining Unit Members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sick-out, refusal to work, picketing or strike against the Employer.
- B. The Employer agrees that during the life of this Agreement there will be no lockout.
- C. Any violation of this Section by APEA/AFT or the Employer is not subject to the grievance-arbitration procedure and either party may pursue such legal remedies as provided by law.

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

### **9.3 Representatives.**

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

### **9.4 Employee Representatives**

- A. In addition to the above, APEA/AFT will, upon written notice to the Employer, authorize a reasonable number of representatives from among the employees of the Employer. The ratio of Employee Representatives will not exceed one (1) Employee Representative for each twenty-five (25) Bargaining Unit Members in the entire bargaining unit nor will there be more than one (1) in twenty-five (25) or fraction thereof per organizational unit. Notwithstanding the above ratio, APEA/AFT will be allowed additional Employee Representatives where there are none located in the geographic area. The total number of Employee Representatives may include up to 80 employees.

APEA/AFT will provide lists of Employee Representatives to each departmental personnel office. The Employer will only recognize an employee as an Employee Representative if the APEA/AFT has informed the Employer in writing of the employee's name and the department(s) and facility(ies) for which he/she has been designated as an Employee Representative.

- B. The Employee Representatives will be allowed to handle complaints and grievances under this Agreement with the proper Employer representative during working hours as well as disseminate information regarding collective bargaining issues directly relating to APEA/AFT and its membership.
- C. When an Employee Representative plans to engage in Association activities, he/she must first schedule the time required with his/her first level supervisor outside the bargaining unit at such time as business permits.

All time spent in Association activities during an Employee Representative's scheduled work hours will be recorded on the Employee Representative's time sheet.

#### **D. Employee Representative Time**

1. The Employee Representative will suffer no loss in compensation for up to nine (9) hours of scheduled work hours per calendar month when the Employee Representative is engaged in the activities listed at B above. Time spent by an Employee Representative on Association activities under this subsection will not be counted in the calculation of hours worked except for purposes of fulfilling the "work week" definition in Article 25.
2. Any additional work hours are subject to the provisions of Article 29, Leave, regarding personal and Association Business Leave, and will be considered as leave taken for all purposes.

- E. Departmental Human Resources Managers will attempt to inform Employee Representatives of all new or transferred Bargaining Unit Members to their work areas.

### **9.5 Super Seniority.**

For the purposes of layoff or transfer of positions in the bargaining unit, Negotiating Team members from the date of notice to the Employer of their election and Employee Representatives will head the seniority list of State service, provided that the employee has at least six (6) months of continuous service as a designated Employee Representative.

Super seniority for Negotiating Team members will expire one (1) year after their resignation as a negotiator or the expiration of this Agreement, whichever is earlier.

### **9.6 Exclusive Negotiations with APEA/AFT.**

The Employer will not negotiate or handle grievances with any employee organization other than APEA/AFT with reference to terms and conditions of employment of Bargaining Unit Members in the Supervisory Unit. When individuals or organizations other than APEA/AFT request negotiations or handling of grievances, they will be advised by the Employer to transmit their request to APEA/AFT. Similarly, APEA/AFT will advise any individuals or organizations seeking to negotiate or handle grievances that APEA/AFT is the exclusive representative of Bargaining Unit Members in the Supervisory Unit and will be the only agency to approach the Employer on these matters.

### **9.7 Check off and Payroll Deductions.**

- A. Bargaining Unit Members who desire to have dues, initiation fees, agency fees or other employee benefits as specified in this Section, deducted from the pay to which they would otherwise be entitled and have those funds paid to APEA/AFT, will authorize such payroll deductions by executing a check off on a form provided by APEA/AFT that will include the social security number of the Bargaining Unit Member. Upon receiving such authorization, the Employer will make the deductions so authorized and promptly forward these deductions to APEA/AFT subject to Section 1.D. of this Article.
- B. All dues or agency fee assignments executed by Bargaining Unit Members will be effective for as long as such Bargaining Unit Member is employed by the Employer in a classification coming within the purview and life of this Agreement, except as provided in this subsection and Section 1.D. All requests for elimination of payroll deduction of agency fees or membership dues will not be honored by the Employer until after APEA/AFT Headquarters in Juneau has been notified. All requests for changeover of payroll deductions to agency fees or to membership dues will be honored by the Employer immediately upon notification from APEA/AFT.
- C. APEA/AFT will have the right to receipts from deductions of APEA/AFT and EPIC dues, initiation fees or agency fees, APEA/AFT-sponsored insurance premiums and APEA-sponsored employee benefits as agreed to by the parties to this Agreement as previously authorized or as may be authorized by the Bargaining Unit Member. No other employee organization will be accorded payroll deduction privileges with regard to the bargaining unit. The Business Manager of APEA/AFT will immediately notify the Division of Personnel & Labor Relations of the State of Alaska in writing of any decrease or increase in authorized dues, initiation fees or agency fees deductions. The Employer will then make appropriate changes in payroll deductions without further notice, provided

that any change does not conflict with the amount authorized by the Bargaining Unit Member. The Employer agrees to make such deduction promptly and to remit to APEA/AFT within ten (10) working days the amount so deducted, together with a list of Bargaining Unit Members showing amounts deducted from each and the purpose for which each deduction was made.

### **9.8 List of Bargaining Unit Members.**

The Employer will make available to APEA/AFT a current list of Bargaining Unit Members once monthly at no cost to APEA/AFT. This list will include the Bargaining Unit Member's name, employee identification number, position control number, range, step, classification title, overtime eligibility status, hire date, mailing address, worksite, email address and termination date or last date in pay status, if applicable. The list will also itemize and show any regular deductions made and forwarded to APEA/AFT. Past practice will continue regarding the furnishing of Bargaining Unit Member information.

APEA/AFT specifically agrees that all information provided will be used only for purposes related to the execution of the Agreement, that APEA/AFT will be responsible for the protection and security of information provided, and that APEA/AFT will assume liability that may result from any improper disclosure or use by APEA/AFT of information provided.

### **9.9 Meeting Space.**

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

### **9.10 Bulletin Boards.**

Past practice with regard to bulletin boards will continue.

### **9.11 Email Communications.**

The State communications system is the property of the Employer.

The Employer recognizes the Association's right to communicate with its members through the Internet. Emails from the Association to bargaining unit members shall be related to the Association's duty to bargain on behalf of or to represent bargaining unit members. Emails regarding pending legislation or in-progress partisan election campaigns shall be non-positional but may direct members to a website link. Disputes about the propriety of Association emails shall be initiated by a written notification to the Association setting out the State's objection. The parties shall thereafter meet as soon as feasible for the purpose of discussing and resolving the issue. If the State does not believe the matter has been adequately resolved, it may limit the Association's access to its communications system. The Association may grieve this action. The Association may file such grievance at Step III and the grievance will be resolved through an expedited arbitration.

Bargaining unit members may use their state computer to communicate with each other, and/or the association, provided such use does not interfere with official state use, or the performance of the bargaining unit member's job duties.

## **ARTICLE 10 – Complaint – Grievance – Arbitration**

This Article provides separate dispute resolution processes for Bargaining Unit Members depending upon their status and the nature of the dispute.

Nonpermanent employees: All disputes are subject solely to the complaint procedure except as otherwise provided in this agreement.

Probationary employees not holding permanent status in another classification: Appeals of dismissal, demotion, suspension or other discipline are subject solely to the complaint procedure. Disputes involving other matters are subject solely to the grievance procedure except as otherwise provided in this agreement.

Permanent employees: Disputes are subject to the grievance procedure except as otherwise provided in this agreement.

### **10.1 Complaint Procedure.**

The parties hereby agree to the following Complaint Procedure as the sole means of resolving all disputes and controversies not involving the application or interpretation of the terms of this Agreement, all disputes and controversies arising between the State and long-term nonpermanent employees, and appeals of the dismissal, demotion, suspension or other discipline of probationary employees not holding permanent status in another classification:

- A. A complaint must be brought to the attention of the Employer, consistent with the procedures set forth in this section, within fifteen (15) working days of the effective date of the action or inaction or the date the long term nonpermanent or probationary employee is made aware of such action or inaction, whichever is later. Deadlines for submission of a complaint at succeeding steps will be counted from the date of receipt of a response from the Employer, or the date the response is due, whichever is earlier. Date of receipt of a complaint or a response will be either seven (7) calendar days following date of postmark or the date of a signed verification of receipt, or email acknowledgment.
- B. If the Employer fails to render a decision within the allotted time, the complaint may be advanced to the next step by the Association. Allotted time frames may be extended by mutual agreement.
- C. Complaints will be processed on forms approved by the Employer and the Association.
- D. The complaint will state the facts from which it arises, the rules, procedures or conditions that should be considered and the remedy requested. Adjustments to complaints will not conflict with this agreement or applicable written policies, laws, or regulations.

Appeals should be in writing with a copy of the original complaint attached.

- E. Procedure:
  - 1. Complaints will be presented on the form approved by the long-term nonpermanent or probationary employee, Employee Representative or Association Representative to the first level supervisor outside the bargaining unit. The complaint may be

adjusted with or without the participation of an Association or Employee Representative provided that the complainant has not been denied the opportunity for representation. The supervisor will respond in writing to the complainant within ten (10) working days.

2. If the response is unsatisfactory, an Employee or Association Representative may appeal to the Commissioner or such other administrative head as may be the highest level supervisor of the agency in which the complainant is employed with a courtesy copy to the department's general Human Resource Office's email account within ten (10) working days after the response is due or received, whichever is earlier. The Commissioner will respond in writing to the Employee or Association Representative within ten (10) working days of receipt of the appeal.
3. Failing resolution, an Association Representative may present the appeal to the Commissioner of the Department of Administration with a courtesy copy to the general Labor Relations email account, within ten (10) working days after the response is due or received, whichever is earlier. Upon request of the Association a meeting between the Association Representative and the Commissioner or a designee will be convened to discuss the complaint. The Commissioner will respond in writing to the Association Representative within twenty (20) working days of receipt of the complaint or of the meeting, if held, whichever is later. The decision of the Commissioner of the Department of Administration is final and will settle the matter.

F. Extensions to the time limits established in 1 and 5 above may be accomplished with the written concurrence of APEA/AFT.

## **10.2 Grievance Procedure.**

General. Having a desire to create and maintain labor relations harmony, the parties agree that they will promptly attempt to adjust all grievances arising between them. The APEA/AFT or the aggrieved employee or employees will use the following procedure as the sole means of settling grievances, except where alternate dispute resolution and appeal procedures have been otherwise agreed to in this collective bargaining agreement, in which case the applicable alternative procedure will be the exclusive appeal process available to the employee or employees. It is further agreed that the parties covered herein will be bound by any written decisions, determinations, agreements or settlements that may be effectuated through this grievance-arbitration procedure.

- A. **Grievance Definition:** A grievance will be defined as any controversy or dispute involving the application or interpretation of the terms of this Agreement arising between APEA/AFT or an employee or employees and the Employer.
- B. **Time Frames:** Any grievance must be brought to the attention of the Employer, consistent with the procedures set forth in this Article, within thirty (30) working days of the effective date of the disputed action or inaction or the date the employee is made aware of the action or inaction, whichever is later, to receive the attention of APEA/AFT and the use of the grievance procedure.

The fifteen (15) working days for submission of a grievance will be counted from the date the Employer's response was due or received, whichever is earlier. Date of receipt will

be either seven (7) calendar days following date of postmark or a signed verification of a hand-delivered response, or email acknowledgment.

The ten (10) working days for response to a grievance will be counted from the date of receipt of the grievance from APEA /AFT or the employee. Date of receipt will be either seven (7) calendar days following date of postmark or a signed verification of a hand-delivered grievance, or email acknowledgment.

If the Employer fails to comply in rendering a decision in the allotted time frame, the grievance will advance without further delay to the next step of the procedure.

Allotted time frames may be extended by mutual agreement under extenuating circumstances in all steps of the grievance procedure.

- C. Forms: In the interest of timely resolution of grievances, they will be processed on forms approved by the parties.
- D. Mailing: All mailed material relating to Steps Two, Three and Four of a grievance will be accomplished by email exchange and acknowledgement.
- E. The parties agree that nothing in this Agreement precludes them from mutually agreeing to submit any grievance(s) not resolved at Step Three to mediation.
- F. Removal of Documents: Documents implementing penalties that are later reversed in the grievance-arbitration procedure will be removed from the personnel file. The parties agree that this provision does not preclude the maintenance of such records in the files of the Labor Relations Section provided such documents will not be forwarded to potential employers within or outside State government.
- G. Special Circumstances
  1. Employer Grievances: It is understood that should the Employer wish to file a grievance, the Employer will file the grievance with the Business Manager of the Association. Failing a response consistent with the time frames contained in Step Three or a resolution, either party may request arbitration consistent with Step Four of this Article.
  2. Disciplinary Grievances. It is agreed that all grievances resulting from dismissal, demotion for cause, or a single suspension in excess of thirty (30) calendar days of an employee covered by this Agreement will be entered into the procedure at Step Two and must be brought to the attention of the Employer through APEA/AFT within fifteen (15) working days of the effective date of the action, or the date the employee becomes aware of the action, whichever is later, to receive the assistance of APEA/AFT and the use of the grievance procedure.
  3. Class Action Grievances. Class action grievances will be submitted by the APEA/AFT representative to the first level supervisor having jurisdiction over the entire class of grievances (i.e., if class is comprised of employees working in more than one (1) department grievances will be submitted at Step Three, if only one (1) department but more than one (1) division, Step Two, etc.). A "class action grievance" is a situation that allegedly adversely affects two (2) or more employees

in the same manner, or a situation in which APEA/AFT believes the Employer has violated the agreement but in which there are no known individual grievants. Class action grievances must identify all grievants by name, job class and department of each grievant to the extent possible. The grievance must state clearly and specifically the relief sought, the provisions of the agreement alleged to have been violated, and the specific nature of each violation. The Employer agrees to cooperate with APEA/AFT in reasonable efforts to identify employees who may be considered grievants. Failure to file a class action grievance does not bar the filing of grievance subsequently in behalf of an employee.

### **10.3 Step One: Oral or Written Grievance.**

When a grievance arises from an action or an inaction, the employee, either alone or accompanied by an APEA/AFT or Employee Representative, has the option within thirty (30) working days to lodge an oral or written grievance with the first level supervisor outside the bargaining unit.

That supervisor has ten (10) working days in which to respond in writing to the employee's complaint with a copy to the appropriate APEA/AFT field office. Where appropriate, the decision will be implemented.

If the supervisor does not respond or implement the decision in ten (10) working days, or if the response is not satisfactory to the employee, the aggrieved employee must reduce the complaint to writing within fifteen (15) working days and submit that grievance to Step Two through an APEA/AFT Representative.

Settlements reached at this step will be binding only if such settlements are consistent with the provisions of this contract and policies and regulations of the Employer.

Grievances settled in writing at Step One found to be inconsistent with the contract; policies and regulations of the Employer may be reopened by the Employer through a written notice to APEA/AFT within ten (10) working days from the date of written settlement. Grievances reopened in this manner will proceed immediately to Step Three of the grievance procedure.

### **10.4 Step Two.**

Failing to settle the grievance in accordance with Step One, the appeal will be referred to and submitted by an APEA/AFT Representative within fifteen (15) working days after the response from Step One is due or received, whichever is earlier.

The appeal will be presented in writing to the Commissioner or such other administrative head, as may be the highest level supervisor of that department or agency in which the grievant is employed with a courtesy copy to the department's general Human Resource Office's email account. The Commissioner of that department or agency will respond in writing to the employee and APEA/AFT representative within fifteen (15) working days after receipt of the appeal.

### **10.5 Step Three.**

Failing to settle the grievance in accordance with Step Two, the appeal will be submitted in writing by the APEA/AFT Representative within fifteen (15) working days after the response from Step Two is due or received, whichever is earlier.



The appeal will be presented in writing for settlement to the Commissioner of the Department of Administration with a courtesy copy to the general Labor Relations email account. The Commissioner of the Department of Administration will respond in writing to the employee and the APEA/AFT representative within twenty (20) working days after receipt of the appeal.

In the event the matter is settled by written agreement between the APEA/AFT Representative and the Commissioner of the Department of Administration, such written agreement will have the same force and effect as a decision or award of the arbitrator and be final and binding on each of the parties and they will abide thereby. Should either party fail or refuse to abide by the written agreement, the prevailing party will be free to take whatever action it deems necessary, and such action will not be considered in violation of this Agreement.

#### **10.6 Step Four: Arbitration.**

- A. Any grievance that involves the application or interpretation of the terms of this Agreement or is an appeal from demotion or dismissal of a permanent employee, or an appeal from dismissal of a probationary employee holding permanent status in another classification, which is not settled at Step Three, may be submitted to arbitration for settlement. APEA /AFT will state specifically which Article (s) and Section(s) the State may have violated and the specific manner in which the violation is alleged to have occurred

If either party desires to demand arbitration, the request must be received in writing within forty (40) calendar days after the response from Step Three is due or received, whichever is earlier. The parties will meet within ten (10) calendar days after receipt of the request for arbitration to strike names. APEA/AFT will contact the State to strike names.

- B. Board of Arbitration.

1. Selection of Arbitration Panel: Within thirty (30) calendar days of the signing of the Agreement, the Employer and the APEA/AFT will jointly request from the U.S. Federal Mediation and Conciliation Service (USFMCS) the names of twenty-one (21) qualified arbitrators. Each party may add up to three names to the list provided by the USFMCS. From the list of 27 arbitrators the Employer and the APEA/AFT will alternately strike names from the list one name at a time until 11 names remain on the list. This list of 11 arbitrators will be used by the parties to select individual arbitrators for hearings. This does not preclude the parties from compiling a mutually agreeable list without the assistance of the USFMCS.
2. Selection of Arbitrator for Hearing: In the event that arbitration becomes necessary the parties will select the arbitrator by alternately striking from the USFMCS list one (1) name at a time until only one (1) name remains on the list. The parties will alternate on striking the first (1st) name. The name of the arbitrator remaining on the list will be accepted by the parties as the arbitrator, and arbitration will commence on a date agreed to by the parties.
3. Pre-arbitration Meeting: No later than seven (7) days prior to the scheduled arbitration hearing, the parties will meet to exchange information and to attempt to agree on the phrasing of the question(s) to be submitted to the arbitrator. Each party

will inform the other of any witnesses it intends to present testimony at the hearing. It is the intention of the parties that post hearing briefs normally not be written. If either party believes it is necessary to write a brief in an upcoming case, it will so inform the other party.

4. Limitations: During the process of the above procedure, there will be no strike or lockout. The arbitrator will have no authority to rule contrary to, to amend, add to, subtract from or eliminate any of the terms of this Agreement.
5. Arbitration Expenses: Expenses incident to the services of the arbitrator will be borne by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses will be apportioned as in the arbitrator's judgment is equitable.
6. Arbitration Witnesses: A Bargaining Unit Member who is required to appear as a witness at an arbitration proceeding for APEA/AFT will be subject to the Association Business Leave Bank. Should the Employer deny a Bargaining Unit Member leave to appear as a witness at arbitration, neither party waives its rights to seek legal recourse.

#### C. Authority of the Arbitrator

1. Questions of procedural arbitrability will be decided by the arbitrator. The parties agree that these threshold issues should normally be resolved before the arbitrator hears arguments on the merits of that dispute. Therefore, the arbitrator will have the authority to rule on procedural arbitrability issues immediately upon the close of arguments on those issues. Either side is free to argue for an immediate ruling, adjournment until a decision is made, deferral of a decision pending the presentation of the merits, or whatever other manner of proceeding it may deem appropriate. The arbitrator's decision will be final and binding.

If the Employer intends to raise arbitrability issues, APEA/AFT will be notified in writing of the issues not later than twenty (20) calendar days before the hearing so both sides are prepared to address the issues. However, should an arbitrability issue arise within twenty (20) calendar days before the hearing, the Employer will inform APEA/AFT immediately. The parties may agree to proceed on the scheduled hearing date. If they cannot agree, either party may reschedule the hearing to a later date to allow for the appropriate notice.

2. The arbitrator will have no power to modify a penalty or other management action except by finding a contractual violation. The arbitrator will have no authority to rule contrary to, amend, add to, subtract from or eliminate any of the terms of this Agreement.
3. The parties agree that the decision or award of the arbitrator will be final and binding on each of the parties and that they will abide thereby. Should either party fail or refuse to abide by the decision of the arbitrator, the prevailing party will be free to take whatever action it deems necessary and such action will not be considered in violation of this Agreement.

## **ARTICLE 11 – Protection of Rights**

### **11.1 Prohibited Work.**

The Employer will not knowingly require any Bargaining Unit Member to perform work in violation of any Federal, State, or local laws.

### **11.2 Revocation of Licenses.**

In the event any Bargaining Unit Member will suffer a revocation of a professional license because of violations of any Federal, State or local laws by the Employer, the Employer will provide suitable and continued employment for such Bargaining Unit Member at not less than the member's standard rate of pay at the time of revocation of the employee's license for the entire period of revocation of the license and the Bargaining Unit Member will be reinstated to the position held prior to revocation of license after the license is restored.

### **11.3 Stolen or Damaged Property.**

Bargaining Unit Members will not be responsible for stolen, lost or damaged property except in cases where there is substantial evidence indicating a negligent or deliberate act. This will include the use of credit cards for any purpose or any other method of credit. In cases of Bargaining Unit Members who are continuing their employment, no deduction in pay will result until a period of thirty (30) working days from notice. If the Bargaining Unit Member disputes the matter through the grievance or complaint procedure within thirty (30) working days from notice, no action will be taken until the grievance or complaint has been resolved.

A Bargaining Unit Member will not use his or her own personal property unless prior written approval by the Employer has been obtained. If personal property is authorized and is lost, stolen or damaged while in use on behalf of the Employer and there is no substantial evidence indicating a negligent or deliberate act by the member, it will be replaced or repaired by the Employer.

In cases of separating Bargaining Unit Members or seasonal employees leaving at the end of a season the Employer may withhold from the final paycheck the value of the lost or damaged property pending resolution of the grievance or complaint.

This Section is not intended to preclude disciplinary action or provide for a time frame for that action except as otherwise provided in this Agreement.

### **11.4 Accidents.**

When an accident occurs that, in the Employer's opinion, is chargeable to a Bargaining Unit Member, the Bargaining Unit Member will be notified of such chargeability before any action has been taken with respect to such chargeability. A Bargaining Unit Member will have recourse through the grievance or complaint procedure (as appropriate) beginning with the Commissioner of the Department of Administration level.

### **11.5 License Requirements.**

- A. Each Bargaining Unit Member will be responsible for obtaining and retaining all mandatory licenses and certifications necessary to perform the essential functions of his/her position.

- B. In the event a new license or certification requirement is established for any job classification or position during the life of this Agreement, incumbents in the affected positions are required to obtain the mandatory license or certification within the established deadlines. The Employer will pay the initial license or certification fee for employees who are incumbents of positions directly affected by the new license or certification requirement.
- C. Prior to the implementation of new license or certification requirements for any filled position during the life of the Agreement the Employer will meet and confer with APEA/AFT regarding:
  - 1. The nature and extent of the license or certification requirement
  - 2. Deadlines for obtaining the required license or certification
  - 3. Alternatives, if any, to the license or certification requirement, including alternate employment for incumbents of positions affected by the new requirement who are unable to obtain the required license or certification by the deadline.
- D. In instances in which an employee attempts but is unable to obtain the mandatory license or certification within the deadline established, the employee will be terminated without prejudice. The parties will meet and negotiate accommodations to lessen the impact on the employee.

### **11.6 Mandatory Testing and Fingerprinting.**

At least 45 days before the State implements any mandatory disease testing, drug testing or fingerprinting program affecting Bargaining Unit Members not already in effect on the date of the signing of this Agreement, the parties agree to meet and confer on issues including the following:

- A. the reasons why the Employer desires to implement the mandatory testing or printing program; and
- B. what testing or printing procedures the Employer intends to use to insure the confidentiality, reliability and integrity of the results.

## **ARTICLE 12 – Legal Assistance**

### **12.1 General.**

- A. Definitions:

Providing a legal defense means that Employer appoints at its expense counsel to represent member in a legal action.

Indemnification means Employer's payment of a judgment or legal obligation that member incurred as a result of member's duties for Employer.

- B. Claims against a member as a state employee:

In legal actions under AS 09.50.250 against a member, AS 09.50.253 provides for

certification by the Attorney General and for the action to proceed exclusively against the state if the action arose from conduct within the scope of member's employment. A request for certification under AS 09.50.253 is made as provided in AS 09.50.253 and 9 AAC 33.010 and is not subject to the grievance arbitration procedure in Article 10 of this agreement.

- C. Claims against a member under a federal or state law expressly authorizing a claim against a state official:

If AS 09.50.253 does not apply because federal or state law expressly authorizes an action against member, Employer will provide a legal defense and indemnify member as provided in 12.2 – 12.6.

### **12.2 Providing a legal defense.**

Employer will provide a legal defense to a member named as a defendant or respondent in a legal action if member was acting within the scope of member's office or employment at the time of the incident out of which the action arose.

The Employer will have the right to determine which attorney will represent the Bargaining Unit Member. If the Bargaining Unit Member objects to the attorney provided by the Employer, the member may request the Employer to appoint another attorney. The Bargaining Unit Member may make only one (1) such request.

### **12.3 Indemnification.**

Employer will indemnify a member for a judgment or legal obligation if the judgment or legal obligation arose from member's action within the scope of member's office or employment except as provided in 12.6.

Employer may provide a legal defense without assuming the obligation to indemnify member by notifying member in writing that it is reserving its right to deny payment of the judgment or obligation under this section.

### **12.4 Scope of office or employment.**

Member is acting within the scope of member's office or employment if:

- A. member was employed or authorized to perform the act or omission;
- B. the act or omission occurred substantially within the authorized space or time of the office or employment;
- C. a purpose of the act or omission was to serve the state; and
- D. the act or omission did not constitute willful, reckless, or intentional misconduct, gross negligence, or malicious conduct.

### **12.5 Disputes.**

Employer's decision to withhold a legal defense or indemnification is subject to review by complaint for breach of contract in the superior court of this state and is not subject to the grievance arbitration procedure in Article 10 of this agreement.

## **12.6 Punitive Damages.**

Employer will not indemnify member for a judgment against member for punitive damages.

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

## **ARTICLE 13 – Conditions**

### **13.1 Lunch Break.**

A lunch break of not less than thirty (30) minutes or more than one (1) hour will be allowed approximately midway of each shift. Longer periods may be arranged between a Bargaining Unit Member and their supervisor. The Employer will make every reasonable effort to accommodate the Bargaining Unit Member's lunch break preference while insuring adequate staffing at each worksite.

### **13.2 Additional Meal Break.**

- A. An additional lunch period of thirty (30) minutes will be allowed when a Bargaining Unit Member works continuously for two (2) hours in addition to the normal shift.
- B. Such additional lunch period will be considered time worked at the proper overtime rate if applicable, provided it is notated in the comment section of the bargaining unit member's timesheet. To be paid the additional meal break must be claimed within 30 calendar days from the end of the pay period in which it was earned.
- C. In the event that a Bargaining Unit Member is recalled within two (2) hours of the termination of his or her normal shift, the Bargaining Unit Member will be granted a meal break in accordance with the other provisions of this paragraph.
- D. A bargaining unit member who works on an RDO or works an irregular schedule is eligible for the additional lunch period if a minimum of ten (10) hours are worked for that shift.
- E. A bargaining unit member who works under an alternate workweek agreement shall be subject to the provisions of 13.2.A & B.

### **13.3 Relief Period.**

All Bargaining Unit Members will be allowed one (1) relief period during the first (1st) half of the shift and one (1) relief period during the second (2nd) half of the shift. A normal relief period is fifteen (15) minutes. The Employer will establish reasonable rules governing the taking of such relief period after consultation with the local Employee Representative if consultation is requested. Relief periods will normally be taken away from the immediate work area.

When working other than the regular shift, relief periods will be allowed to Bargaining Unit Members consistent with the above schedule.

### **13.4 Staffing Levels.**

The levels of staffing in all institutions will be proper subjects for labor-management committees established in accordance with Article 8.

## **ARTICLE 14 – Parking**

The State will make a good faith effort to make designated parking facilities available to Bargaining Unit Members, wherever practicable.

APEA/AFT will be consulted regarding any large-scale change in the number and location of bargaining unit spaces.

Where head bolt heater outlets are provided by the Employer, all Bargaining Unit Members will be permitted to use such outlets at no cost and under the conditions as designated by the Employer, consistent with specific Environmental Protection Agency (EPA) or local jurisdiction standards, where existing.

## **ARTICLE 15 – Time Off to Vote**

The Employer will provide reasonable and necessary time off for Bargaining Unit Members covered by this Agreement to vote in local, municipal, borough, State and Federal elections, provided that the Bargaining Unit Member is unable to vote outside working hours because of actions of the Employer.

## **ARTICLE 16 – Tools, Uniforms, And Safety**

### **16.1 Tools and Uniforms.**

The Employer will not require Bargaining Unit Members to furnish their own vehicles, tools or work implements in order to perform State work.

The Employer will provide uniforms to any and all Bargaining Unit Members required to wear such prescribed apparel. A uniform is defined as a complete set of wearing apparel required by the Employer and required by the Employer to be of a specific color and style.

### **16.2 Safety Clothing and Equipment.**

When the Employer or the Division of Labor Standards and Safety determines that special protective clothing or equipment is necessary for the performance of the Bargaining Unit Member's duties, the Employer will provide said clothing or equipment.

### **16.3 Unsafe Work.**

It will not be a violation of this Agreement or grounds for dismissal if a Bargaining Unit Member refuses to work on an unsafe job, provided the job is found to be unsafe by the Alaska Department of Labor. Any safety equipment required by the Division of Labor Standards and Safety regulations to make a job safe will be supplied by the Employer. The Employer will abide by the Division of Labor Standards and Safety regulations.

Disciplinary action will not be taken under this Article until the Department of Labor has made a finding on safety. If the Department of Labor finds the job to be safe, and in the event that subsequent disciplinary action is taken, the Bargaining Unit Members will have recourse to the established grievance or complaint procedure.

#### **16.4 Dry Cleaning Allowances for Public Safety, Corrections Institutions, and Airport Security Personnel.**

Employees as defined above who are issued uniforms will receive a dry cleaning allowance equivalent to that provided for by their subordinate's union, whether it be Public Safety Employees Association (PSEA) or the Alaska Correctional Officers Association (ACOA). Articles of clothing issued by the Employer will be replaced when they become unserviceable due to damage or wear.

#### **16.5 Physicals.**

Regularly commissioned supervisors in the Alaska State Troopers, the State Fire Marshal's Office, and Fish and Wildlife Protection in the Department of Public Safety and the Airport Security Supervisory Bargaining Unit Members will receive physicals comparable to those afforded members of PSEA. Adult Probation Officers in the Department of Corrections and Juvenile Probation Officers in the Department of Health and Social Services shall receive reimbursement for annual physicals comparable to those afforded Correctional Officers in the ACOA. All bargaining unit members must provide proof of having undergone an annual physical and provide a copy of the insurance explanation of benefits prior to reimbursement for actual, receipted out-of-pocket expenses. Claim for reimbursement will be made in any twelve (12) month period. No more than one (1) such reimbursement will be made in any twelve (12) month period.

### **ARTICLE 17 – Layoff**

#### **17.1 General Provisions.**

- A. The Employer may lay off an employee who holds a substitute appointment when the incumbent returns to work, or by reason of abolition of the position, shortage of work or funds or other reasons outside the employee's control that do not reflect discredit on the services of the employee. The name of such an employee will remain on the layoff list for a period of three (3) years. If not reappointed within this time to a position at the same or higher salary range as the class from which laid off, the employee will be considered to have exhausted layoff rights. If not reinstated to any position within three (3) years, the employee will be considered to have terminated without prejudice.
- B. No permanent or probationary employee in the bargaining unit will be laid off while there are emergency, nonpermanent, or provisional employees serving for periods longer than thirty (30) calendar days in the same agency and location in the same job class or in other job classes performing work to which the permanent or probationary employee could reasonably be assigned based upon the minimum qualifications for the class and consistent with the needs of the agency.
- C. Change of Status in Lieu of Layoff. The incumbent of a position for which the status is changed (e.g., from full-time to part-time or seasonal, etc.) may elect to remain the incumbent of that position in lieu of layoff. Subject to the following provisions, the employee may retain layoff rights to the original position status.
  - 1. Upon a change in the status of an occupied position, the Employer will attempt to give at least thirty (30) days and in no case less than ten (10) working days written notice of the effective date of layoff, including a list of all positions in the class series for which the employee has an election to demote/displace other employees. Within



ten (10) working days following receipt of the layoff notice, the employee will advise the Employer of the decision to either exercise layoff rights or to accept a change in position status.

2. If an employee elects to accept a change in position status, the employee will be placed on the layoff list for the Department, location, classification and position status originally held. The employee is eligible for certification and recall rights associated with that layoff list and is subject to all conditions accompanying those rights.
3. The employee may submit a statement specifying the conditions under which the employee will be available for recall. These conditions are limited to department and location with one exception: in instances in which a classification has formal distinct options under one job class title, the employee may restrict recall rights to specific options (other than that from which laid off) provided the employee meets the minimum qualifications for those options.
4. No other layoff rights will apply to employees in this situation.

## **17.2 Organizational Units.**

### **A. Structure.**

1. The basic subdivision of agencies into organizational units for layoff purposes for positions in this bargaining unit will be the following:
  - I. Department
  - II. Location\*
  - III. Job Classification Series
  - IV. Position Status

\*"Location" is the geographic location of the selected position. If less than three (3) employees would be included in the unit at that locale, "location" will be expanded (preferably concentrically) to include the closest area until three (3) are included.

In instances where there are not three (3) employees in the next lower job class affected, "location" will be expanded concentrically until three (3) employees are included, providing also that all employees within the class series at any location from which one (1) employee is required will also be included in the organizational unit. A "location" identified pursuant to this provision will remain the "location" for all directly-related actions made pursuant to Section 3 of this Article. Geographic expansion to obtain three (3) employees of the lower classification will not be considered a new or revised organizational unit within the meaning of this Agreement and will not require approval, posting or notice for the thirty (30) calendar days as provided for elsewhere in this Article. Geographic expansion will take into consideration similarity of duties and the needs of the State when determining the concentric circles for purposes of this Section.

2. Organizational units will not be structured for the purpose of constructively

discharging specific employees.

3. Changes to these units may be approved by the Director of the Division of Personnel & Labor Relations in accordance with 2 AAC 07.800 for compelling business reasons. In the exercise of this responsibility subsequent to the signing of this Agreement, the Director of the Division of Personnel & Labor Relations will request and consider the comments of the APEA/AFT. The parties recognize that time is of the essence. Every good faith effort will be made to promptly address requests for changes to organizational units.
  4. Copies of requests for organizational units will be provided APEA/AFT upon receipt by the Division of Personnel & Labor Relations. Copies of approved organizational units will be provided to the APEA/AFT simultaneously with notice to an agency.
- B. APEA/AFT may request the Commissioner of the Department of Administration to review the decision of the Director of the Division of Personnel & Labor Relations regarding changes to organizational units. Such requests will be in writing and must be delivered to the Commissioner of the Department of Administration within ten (10) working days of receipt of a copy of an approved change. The Commissioner of the Department of Administration will review the action of the Director of the Division of Personnel & Labor Relations and will advise APEA/AFT of the results of that review in writing within ten (10) working days of receipt of the request. This will be the sole means of reviewing organizational units for layoff. However, APEA/AFT is not precluded from filing grievances over alleged violations stemming from 17.2.A.2.
- C. The parties recognize that all affected employees must be informed of existing layoff units and changes to layoff units. Copies of approved organizational units must either be posted or copies distributed to notify affected employees of the recognition of layoff units. Upon request, each employee will promptly be given a copy of the approved organizational unit.
- D. An organizational unit must be approved at least thirty (30) calendar days before a notice of layoff is sent to any employee in the affected unit. This time limit may be concurrent with the notice to the employee under 17.4 below.

### **17.3 Order of Layoff.**

- A. In instances where computation of layoff points and the establishment of a layoff order are required, the Director of the Division of Personnel & Labor Relations will certify a list to the appointing authority with a copy to APEA/AFT Headquarters. Confidentiality of information will be respected, and layoff lists will not be open for inspection.
- B. Layoff seniority will be computed based upon the employee's length of probationary/permanent service in the classified service.
- C. Once the Employer identifies the position it intends to vacate through this procedure, the following procedure will apply:
  1. The employee with the least number of layoff points in the local geographic area within the organizational unit in the classification targeted may elect to displace the employee with the least number of layoff points in the next lower classification in that

same organizational unit; provided the employee in the higher classification has more layoff points than any employee in the next lower classification, or they may elect to displace the least senior employee in a lower classification at their work location;

2. If no employee in the next lower job classification has less points than the employee being laid off, each lower classification in that same organizational unit will be reviewed until the series is exhausted.
  3. If no employees with fewer layoff points exist within the organizational unit, that employee will be laid off.
- D. Upon receipt of the layoff notice, a layoff list of all positions in the class series and the location in which he or she may exercise an election, the displacing employee will have ten (10) working days to exercise such election to displace an employee under the terms of 17.3.C. If electing to displace an employee in a lower classification in a series, he or she will be placed at the appropriate range at his or her existing step and the merit anniversary date will remain unchanged. Upon recall to the original job class, the employee's salary will be adjusted upward, step for step, to the appropriate range. Each employee displaced by this procedure will have the right to use this procedure.
- E. The order of layoff will be:
1. Employees will be listed in ascending of order of points. The employee listed first will be laid off first, the second employee second, etc.
  2. Super Seniority: Those employees entitled to super seniority under the terms of Article 9.5 of this Agreement will head the seniority list and will be the last to be laid off in the organizational unit.
  3. Ties: If two (2) or more employees have identical layoff points, the order of layoff will be determined by the following:
    - a. Veterans' Preference per AS 39.25.150(19): A veteran will be given preference for the position over a non-veteran.
    - b. The employee who has the least months, or parts thereof, of permanent/probationary State service will be laid off first.
    - c. The employee rated less than mid-acceptable on any portion of the employee's most recent performance evaluation will be laid off first.
    - d. In any case that cannot be determined by the application of a., b, and c. above, a coin flip will determine which of two (2) or more employees to lay off.

#### **17.4 Notification.**

- A. In every case of the layoff of any permanent employee, the appointing authority will make every effort to give written notice to the employee at least thirty (30) calendar days in advance of the effective date of the layoff. The appointing authority will give at least ten (10) working days written notice.

- B. In every case of the layoff of a probationary employee, the appointing authority will make every effort to give written notice to the employee at least ten (10) working days in advance of the effective date of the layoff.
- C. The Division of Personnel & Labor Relations will be available to provide counseling and assistance to affected employees. This includes assistance in seeking other employment and advice as to the employee's rights and benefits.

### **17.5 Rights of Laid-Off Employees.**

#### **A. Recall**

Employees who are laid off may choose to select recall rights to three job classes within their job class series or to only the classification from which they were laid off. The methods for selecting these alternatives are described below in 6 and 7.

1. A laid-off employee will be placed on the layoff list for certification purposes. When a certification is requested, the one (1) employee highest on the layoff list for that organizational unit in that job class series will be certified for the vacancy.
2. If no organizational unit layoff list exists or if such eligibles decline appointment or are not available, the one (1) employee highest on the layoff list for that department in that job class series will be certified for the vacancy.
3. If no departmental layoff list exists or if such eligibles decline appointment or are not available, the one (1) employee highest on the layoff list of other agencies for the same job class series will be certified for the vacancy.
4. The order for return from layoff will be the inverse of the order of layoff, i.e., super seniority employees first, followed by the other employees in descending order of points. If two (2) or more laid-off employees in the same job class series have identical layoff points, the job will be offered first:
  - a. To the employee who meets the legal definition of veteran for purposes of veterans' preference.
  - b. To the employee who has the most months, or parts thereof, of permanent/probationary State classified service
  - c. To the employee who has been on layoff the longest.
  - d. The employee rated higher than mid-acceptable on any portion of the employee's most recent performance evaluation will be offered first.
  - e. In any case that cannot be determined by the application of a. through d. above, a coin flip will determine which of two (2) or more laid-off employees to recall.
5. The parties recognize the obligation to make good faith efforts to re-employ laid-off employees.

It is not until all laid-off employees from the bargaining unit have been certified one (1) at a time and are not available or otherwise decline the position that the position

will be open for recruitment.

6. An employee may submit a statement restricting the conditions under which the employee will be available for recall. These conditions are limited to department, location, maximum of three job classes within a job class series and status of employment with one (1) exception: in instances in which a job class has formal, distinct options under one (1) job class title and is so certified on the vacancy announcement, recall rights may be restricted to specific options (other than from which laid off) by the employee. The Employer will request information concerning restrictions of conditions of availability from each employee at the time of layoff. An employee who wishes to expand layoff rights from a job class to the job class series may designate up to three job classes within the job class series (that may include the class from which laid off) at a level equal to or lower than the job class from which laid off.
7. If an employee does not file a written statement concerning restrictions of conditions of availability, the Employer will place the employee on layoff status for the job class, location of the position, department and position status from which laid off.
8. A laid-off employee who receives a recall offer consistent with the employee's designated conditions of availability must accept that offer or lose all layoff rights except an employee who accepts recall to the lower classes of the three job classes in a job class series retains layoff rights to the higher level position.
9. For any recall from layoff that entails a change of duty station, the employee may be responsible for any travel or moving expenses incurred, at the discretion of the appointing authority.

B. Applications for job classes other than that from which laid off.

For purposes of applying for other job classes, a probationary or permanent employee in layoff status will be treated as if still working and may apply for any position.

1. An employee may request to be treated as a rehire for lower level jobs in the same class series in the same manner as a current employee.
2. A laid-off employee may request to be treated as a transfer for a parallel job class with the advance approval of the Director of the Division of Personnel & Labor Relations.
3. In all cases a laid-off employee will be listed as a member of the bargaining unit.
4. Applications will not be accepted for job classes from which an employee resigned in lieu of dismissal and was not recommended for rehire in the classification.
5. Employees laid off from single position organizational units will be considered to have rehire rights to job classes in the Supervisory Unit:
  - a. That are parallel or closely related to the job class from which laid off, as these are determined by the Director of the Division of Personnel & Labor Relations. Requests for determination must be submitted to the Director in writing through

the Division of Personnel & Labor Relations Classifications Manager of the employing department no later than thirty (30) days after written notice of layoff, or on the effective date of layoff, whichever is later. Rehire rights will extend for two (2) years following the Director's determination that the subject job classes are closely related or parallel; or,

- b. In which previously employed, provided that the Employee had maintained a mid-acceptable level of performance in the prior job class. In order to be placed on the rehire list for job classes in which previously employed, the Employee must request placement prior to the effective date of layoff through written request to the Division of Personnel & Labor Relations Classifications Manager of the employing department. Rehire rights will extend for two years following the effective date of the layoff.

### C. Special Recruitment Procedures Under Severe Reductions in Force

1. On a monthly basis, as provided by Article 9.8, the State will certify the number of Bargaining Unit Members in layoff status. If during the surveyed month, reductions in force have generated a group of employees in layoff status equal to 0.75% of the total number of positions in the bargaining unit the State will close open recruitment for the following three months.
2. Closure of open recruitment will be implemented as follows:
  - a. All positions in the bargaining unit that are not filled by individuals in layoff status returning to positions in their job class series, will be recruited through the State Recruitment System currently known as Workplace Alaska (WPA).
  - b. Bargaining unit Positions on WPA will be listed for a minimum of 5 work days.
  - c. All positions listed in WPA will specifically include the minimum required qualifications and the essential functions required to be performed.
  - d. WPA will accept applications from all interested parties following normal procedures.
  - e. During the 5 work day period, only those applications submitted by employees in layoff status will be made available for consideration to the hiring manager.
  - f. The hiring manager must select an applicant from the pool or certify that no one in the pool meets the minimum qualifications and can perform the essential functions of the position.
  - g. If the hiring manager determines that there are no qualified applicants in the pool, the applications from individuals who are not in layoff status will be made available to the hiring authority for review.
  - h. Determinations on meeting the minimum qualifications and performing the essential functions of the position will be at the discretion of the Employer and can only be redressed through the complaint procedure contained in Article 10.1 of this Agreement.

#### D. Medical Leave Bank and Health Benefits

1. Return from layoff anytime within the three (3) year period restores the employee's entire medical leave bank balance.
2. The Employer will provide an additional thirty (30) calendar days of health insurance coverage for laid-off employees upon the expiration of regular plan coverage.
3. A laid-off employee may pay the State's insurance coverage for a period of three (3) years while not employed.

#### **17.6 Return of a Laid-Off Employee.**

An employee who has accepted a position for an interim period at a lower salary range than that from which laid off, who is then returned to the salary range from which laid off, is entitled to a step placement based on creditable State service or such higher step as approved in advance by the Director of the Division of Personnel & Labor Relations.

#### **17.7 Duration of Eligibility.**

Layoff: Three (3) years from the date of layoff from the classification in which the employee earned layoff rights.

#### **17.8 Termination of Layoff Rights.**

Termination of an employee's layoff rights will occur when:

- A. Employee declines an offer of re-appointment for any reason without regard to the conditions set forth in their "Conditions of Layoff" form.
- B. The employee resigns from State service.
- C. The employee has been in layoff status for three (3) years.

Whenever a Bargaining Unit Member submits a statement restricting the conditions under which the Bargaining Unit Member will be available for employment, the name will be withheld from all certifications that do not meet the conditions specified. A Bargaining Unit Member may file a written statement at any time during the duration of eligibility modifying a prior statement as to conditions under which the Bargaining Unit Member will be available for employment. No such change will be made without prior written notice to the Director of the Division of Personnel & Labor Relations.

- D. If the employee is appointed to a job class at the same or higher job class from which layoff occurred.
- E. If the employee fails to respond to a written recall notice within the specified timeframes.
- F. If the employee fails to promptly notify the State in writing with changes to their contact information. For this purpose, the return of a letter by the postal authorities, if properly addressed to the last address of record, is sufficient grounds for termination of layoff rights.

### **17.9 Alternative to Layoff.**

The State may propose to reduce the number of hours an employee works as an alternative to layoff. The State will notify, meet with, and negotiate with the Union.

## **ARTICLE 18 – Recruitment**

### **18.1 Lists.**

- A. The Director of the Division of Personnel & Labor Relations or any person to whom the Director has delegated this authority will establish and maintain the following lists for use in the Supervisory bargaining unit and they will be defined as:
  - 1. A layoff list is defined as a list of all permanent and probationary employees in layoff status in a job class or job classification series who have expressed a willingness to work in the location and department where a vacancy exists.
  - 2. Promotional Lists: Lists of all permanent employees who have applied for a recruitment under the State's recruitment system, met all prerequisites and have passed all tests of fitness required by the Employer for consideration to be appointed in the job class. Lists may be departmental or interdepartmental. Any Bargaining Unit Member may refuse a promotion to a higher grade or range.
  - 3. Open-Competitive Lists: Lists of all candidates who have applied for recruitment under the State's recruitment system, met all prerequisites and have passed all tests of fitness required by the Employer for consideration to be appointed in a job class.
- B. Transfers and rehires: Employees may apply for transfer or rehire. Rehire rights are defined in section 18.5 of this Agreement.
- C. Employees in the bargaining unit who have permanent status, veteran's status, or qualify as an underutilized candidate will appear on eligible lists with their status clearly marked.
- D. Promotional lists and open-competitive lists will be open for inspection by an APEA/AFT representative. Confidentiality of information regarding non-Bargaining Unit Members will be respected and such information will not be open for inspection.

### **18.2 Application of Lists.**

- A. Should the appointing authority choose to work a departmental or interdepartmental promotional list, first consideration and an opportunity to interview will be given to a minimum of five (5) employees in the bargaining unit who hold permanent status, provided at least five (5) employees have met the minimum qualifications and are eligible for consideration.
- B. Should the appointing authority choose to work the open-competitive list, first consideration and an opportunity to interview will be given to a minimum of five (5) employees in the bargaining unit who hold permanent status, provided at least five (5) employees have met the minimum qualifications and are eligible for consideration.



- C. Interim and Experimental Procedures. Notwithstanding the provisions of this Article, the parties agree that the Director of the Division of Personnel & Labor Relations may authorize and establish the use of interim and experimental selection and hiring procedures or devices if the Director determines that the use of those procedures or devices is in the best interest of the State, and the "Hiring Practices and Procedures Labor Management Committee" agrees with their use. At least forty-five (45) days prior to implementation, the Director will notify the APEA/AFT of the proposed interim or experimental procedures and devices.

Large scale changes affecting a substantial number of positions or job classes in the bargaining unit may require the negotiation of a letter of agreement addressing mandatory subjects of bargaining.

### **18.3 Subfills.**

This Section applies to subfills as defined in Article 1.2.O.

- A. Any employee who is given a subfill appointment, subsequent to the signing of this Agreement, in a higher range than the employee's own will receive full credit for the time served in the form of a report to be placed in the employee's personnel file. An employee, as provided above, who subfills a position in a higher range than the employee's own, and performs the duties of the higher range will, commencing with the second (2nd) day, be paid at the rate of the higher range. The Employer agrees that, upon request by an APEA/AFT representative, the Employer will open a position currently being subfilled to competitive selection from among qualified applicants.
- B. Any employee who receives a subfill appointment will be advised in writing as to the conditions of the subfill appointment.

### **18.4 Transfer.**

- A. An employee, except a provisional employee, may request a transfer by applying for a position, in the same class or a parallel job class, through the State's recruitment system. The hiring authority may effect the hire of a transferee without soliciting or accepting applications or considering other applicants.
- B. The status, step placement and all accrued employee benefits of a transferred employee will remain unchanged and the length of service with the State will remain unbroken.
- C. A transfer to be effected for the "Good of the Service" without the voluntary consent of the employee must be approved by the Director of the Division of Personnel & Labor Relations. For purposes of this Section any movement within an agency that entails neither a change in job class nor a change of location outside the local geographic area will not be considered a transfer.
- D. For purposes of this Section, an employee's request for transfer does not necessitate the approval of the employee's supervisor; and an employee's supervisor cannot have an employee's name removed from the eligible list as a transfer.
- E. An employee may be appointed to a job class at the same range as the employee currently holds in which the classes are not parallel by applying through the State's recruitment system and being selected for the position. Such action will not be

considered a transfer for purposes of this Section. An employee accepting such appointment will remain at the same step in the range and all accrued employee benefits will remain unchanged and the length of service with the State will remain unbroken, except that the employee will serve a new probationary period and have a new anniversary date.

The parties agree that an employee with permanent status who accepts such an appointment may not be dismissed from State service without rights of appeal through arbitration.

### **18.5 Rehire.**

- A. A current employee who separated from a job class in good standing while holding a permanent or probationary appointment may be appointed in the same class of position by applying for the position through the State's recruitment system and being selected by the appointing authority without consideration of other applicants, provided such reappointment takes place within two (2) years from the employee's date of separation from the job class.
- B. A current employee who separated from a job class in good standing while holding a permanent or probationary appointment may be appointed in the same classification without soliciting or accepting applications or considering other applicants, provided such reappointment takes place within two (2) years from the employee's date of separation from the job class. Upon advance approval of the Director of the Division of Personnel & Labor Relations this right may be applied for in positions in a parallel class or a lower class in the same series provided such reappointment takes place within two (2) years from the employee's date of separation from the job class series or parallel job class.

### **18.6 Probationary Period.**

The probationary period will be regarded as a part of the examination process that will be utilized for closely observing the employee's work and adjustment to the position. Employees who, in the judgment of the Employer, have satisfactorily passed the probationary period will be retained and given permanent status in the job class at the end of this applicable probationary period. Employees who, in the judgment of the Employer, have not or will not satisfactorily pass the probationary period will not be retained in the job class. The fact that an evaluation may be late will not delay the transition from probationary to permanent status.

- A. Duration:
  - 1. The probationary period for employees at range 13 and below will be six (6) months.

Employees in ranges 5 through 13 who, in the judgment of the Employer, have satisfied the requirements for completion of the probationary period may, with the written approval of their division Director, be made permanent on the first day of the pay period following completion of three (3) months of probationary service.

The Employer may, after written mutual agreement with the employee, extend the probationary period of an employee in ranges 5 through 13 for a period not to exceed three (3) months.

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

Employees at range 14 and above who, in the judgment of the Employer, have satisfied the requirements for completion of their probation may, at the discretion of the Employer, be made permanent on the first day of the pay period following six (6) months of probationary service.

- B. An employee who is promoted prior to the completion of a probationary period to a higher level position in the same class series shall be granted probationary credit for actual time worked in the lower position. Upon successful completion of probation in the higher position, the employee shall be considered as having permanent status in the lower classification. If such an employee is notified of failure to complete the probationary period in the higher classification, the employee shall be returned to a vacant position in the classification which the employee left. In the absence of a vacant position that the Employer intends to fill, the employee will be placed in layoff status with rights of laid-off employees under Article 17.5.
- C. Upon promotion, upon rehire or upon appointment to a position at the same or lower salary range that is in a different class series and is not parallel, an employee will serve a new probationary period and establish a new anniversary date.
- D. Employees returning from layoff to the same job class or lower job class in the same class series will not be subject to the probationary period except to complete any incomplete probationary period.

### **18.7 Permanent Appointments.**

Permanent status in State service will be attained with satisfactory completion of the initial probationary period.

There will be a probationary period except as otherwise provided in the Agreement. Permanent status in the job class will be obtained on the day following the satisfactory completion of the probationary period unless an employee has been, in accordance with other provisions of this Agreement:

- A. Separated;
- B. Demoted during the probationary period;
- C. Extended in the probationary period;
- D. Notified in writing by the appointing authority prior to the completion of the probationary period that the employee will not successfully complete the probationary period. In such cases, an employee may, at the discretion of the appointing authority, continue in the position not to exceed ten (10) working days past what would have been the end of the probationary period. Employees retained longer than the ten (10) working days past the end of the probationary period will be considered to have attained permanent status. Every effort will be made to notify the employee that the probationary period will not be successfully completed at least fourteen (14) calendar days prior to its expiration. Whatever the reason, failure to give fourteen (14) calendar days' notice does not mean that the employee gains permanent status thereby.

An employee holding permanent status in a job class at the time of promotion will, upon promotion, retain permanent status in State service and the job class in which permanent status is held.

## **18.8 Resignation and Demotion.**

### **A. Resignation**

#### **1. Resignation from State Service**

An employee may resign from the State by presenting the resignation in writing to the employee's supervisor. To resign in good standing the employee must give the supervisor at least ten (10) working days' notice. After such resignation has been presented it may be withdrawn only by mutual agreement of the parties.

#### **2. Resignation from a Position**

An employee may resign from a position to accept appointment to another position in the classified service by submitting written notice to the employee's supervisor. To resign in good standing the employee must give the supervisor at least ten (10) working days' notice. An employee may withdraw such resignation at any time prior to its effective date unless an appointment to the position has been made.

### **B. Demotion**

#### **1. Involuntary Demotion**

- a. An appointing authority may demote an employee holding permanent status in the job class from which demoted only for just cause. The demoted employee will be furnished with a statement in writing setting forth reasons for the demotion.
- b. An employee holding permanent status in State service but serving a new probationary period in another class may be demoted after notice of unsatisfactory performance without right of appeal of the demotion. In the absence of a vacant position that the Employer intends to fill in the previous classification, the employee will be placed in layoff status with the rights of laid-off employees under Article 17.5.

If the employee is dismissed from State service rather than demoted, the employee may appeal only the dismissal from the position in which they held permanent status. The appeal would follow the grievance procedure outlined in Article 10.

Every effort will be made to notify the employee that the probationary period will not be successfully completed at least ten (10) working days prior to its expiration. Whatever the reason, failure to give ten (10) working days' notice does not mean that the employee gains permanent status thereby.

#### **2. Voluntary Demotion**

- a. An employee holding permanent status in a class may request a voluntary demotion to a lower class in the same class series and will retain permanent status in the lower class. Prior to making an appointment to a position in a lower

class not in the same class series the appointing authority may ask the Director of the Division of Personnel & Labor Relations to determine if the lower class is closely related and can be considered the same class series.

- b. An appointment to a lower class not in the same or closely related class series will not be regarded as a voluntary demotion. An employee will be selected from a certification and will be subject to the applicable probationary period in the lower class and will have a new merit anniversary date established.
- 3. Demotion Through Reclassification  
An employee whose position is reallocated downward and receives a demotion as a result thereof will be paid in accordance with 24.8 and the employee's status will remain unchanged.
  - 4. Demotion in Lieu of Layoff  
An employee who accepts a demotion in lieu of layoff will be subject to the provisions of 18.8.B.2. Such an employee retains primary layoff rights in the class from which he/she accepts demotion.

### **18.9 Performance Evaluations.**

- A. Employees in the bargaining unit on probationary status will receive written performance evaluations midway through and at the completion of the probationary period.
- B. Evaluations will become due fifteen (15) calendar days prior to the merit anniversary date, the mid-probationary period, and upon completion of probation, and the Employer will make every effort to see that the evaluations are received in a timely manner. In the event the evaluation has not been received within sixty (60) calendar days of when it was due, the Bargaining Unit Member will receive a written explanation from the division Director stating the reasons for the lateness.
- C. It will be the responsibility of the Employer to provide for uniformity of the application of standards by different rating officers by providing training and a "Rater's Guide" to supervisors who have the responsibility of evaluating Bargaining Unit Members.
- D. The evaluation will be reviewed by the rater with the employee. Employees will not be required to complete the Performance Evaluation Report that is processed.
- E. Nothing in this article will prohibit the State from providing a permanent employee a performance evaluation. Permanent employees may request a written performance evaluation at reasonable intervals.
- F. Nonpermanent employees in the bargaining unit employed for more than thirty (30) consecutive days will receive a written evaluation that will be reviewed by the rater with the nonpermanent employee. The evaluation is to become part of the nonpermanent employee's records.
- G. Any Bargaining Unit Member who is dissatisfied with a written evaluation may, prior to the finalization of that evaluation, make a written rebuttal that will become a part of the official personnel record. Personnel evaluations will be placed in the Bargaining Unit Member's personnel file.

## **ARTICLE 19 – Positions, Classifications, And Reclassifications**

It is the obligation of the Employer to establish and maintain a classification system and a pay plan. The pay plan will include the principle of like pay for like work. All positions subject to this Agreement will be classified on the basis of job duties and responsibilities. The procedures outlined in this Article will be the only method of settling any dispute concerning substantive classification matters.

### **19.1 Review of Individual Positions.**

An employee may obtain a review of the classification of his/her position in the following manner:

The Union will submit a request for review to the Director of the Division of Personnel & Labor Relations. The request for review will include an electronic statement of duties provided on forms obtained from the Division of Personnel web site. The employee will complete the statement of duties describing the duties and responsibilities performed.

The Division of Personnel & Labor Relations will review the employee's duty description with the department as part of a position analysis. A final position description will be completed to reflect the actual duties assigned and performed. The completed PD will be reviewed in conjunction with existing class specification for proper request, the Director of Personnel & Labor Relations will render a decision and notify both the department and the Union.

No more than one (1) request may be processed for a position under this Article in any twelve (12) month period unless substantial changes in duties have occurred.

If an individual is reclassified through the application of this Article, the employee may be granted early permanent status, subject to the provisions of the Collective Bargaining Agreement.

If the Director of the Division of Personnel & Labor Relations determines that the position should be reclassified to a higher range but funds are not available the employing department will immediately restrict the duties to be consistent with the classification at the funded level.

In the event that a position is determined to be reclassified to a higher range, the effective date of the reclassification will be sixty (60) days prior to the filing of an appeal under this section or the date a PD was submitted by the Employee requesting the reclassification whichever is shorter.

### **19.2 Class or Class Series Studies.**

- A. APEA/AFT may request in writing from the Manager of Classification, Division of Personnel & Labor Relations, copies of documents that show the basis on which a class or class series was established and the basis for the salary range assignment. The Manager of Classification will promptly provide APEA/AFT with the requested information.
- B. When in the opinion of APEA/AFT, inequities exist in class series, between classes or the salary ranges assigned to such series, APEA/AFT may submit a written request to the Manager of Classification for a study of the series and/or salaries. The request will

contain, to the extent known to APEA/AFT, documented information regarding duties and/or salaries that would justify a study. The Manager of Classification will meet with APEA/AFT within ten (10) working days from receipt of such a request so that the parties can discuss the potential scope and timetable for a study. The Manager of Classification will then establish the scope and timetable for the study. APEA/AFT will be permitted access to and copies of all documents, surveys, and findings resulting from the study, except for information secured from parties in confidence, such as salary rates for a private firm or the collective bargaining plans of a public employer. An APEA/AFT representative may be present during any desk audits that may be performed in connection with such a study. A decision to perform a class study will not be unreasonably denied.

- C. APEA/AFT may appeal in writing the findings of the Manager of Classification to the Director of the Division of Personnel & Labor Relations within ten (10) working days. The Director of the Division of Personnel & Labor Relations will render a decision within thirty (30) working days.
- D. APEA/AFT may request not more than three (3) studies of significant substance under B. above in any twelve (12) month period. No more than one (1) request may be processed for the same class or class series during the term of the Agreement.

### **19.3 Access to Position Descriptions.**

Bargaining Unit Members shall have access to their position description through the On-line Position description (OPD) system. In the event a Bargaining Unit Member does not have access to the system, they will, upon request, promptly be given a copy of their position description.

### **19.4 Reclassification.**

When a position is reclassified upward within the division the senior Bargaining Unit Member with recall rights to the position will be certified unless the incumbent of the position to be reclassified was performing the duties of the new position and those duties are the basis of the reclassification.

## **ARTICLE 20 – Educational Advancement and Training**

- A. The Employer, under this Agreement, recognizes the respective career disciplines that exist within this bargaining unit and the employees' desire to keep current in their fields as well as further their career levels and capabilities. The Employer recognizes its responsibilities to employees for maintenance and development within their areas of expertise or job orientation through Employer-sponsored educational opportunities. To this end and subject to available funds, the Employer will evaluate each employee's training needs in the annual performance evaluation and encourage all employees to participate in identified job related training. Reimbursement for all or part of the costs incurred may be obtained, provided that such career improvement training or education is job related, has prior approval of the Employer, and fiscal resources are available. Career improvement training or educational opportunity of less than ten (10) working days duration approved by the Employer, will normally be at no loss of leave or pay. Courses extending more than ten (10) working days are subject to cooperative Employer-employee financial and leave arrangements, including the retention of accrued leave when approved by the Employer.

- B. On-the-job training and cross training will be encouraged whenever practicable. Assignment of training opportunities will be made as equitably as possible within fiscal and staff limitations.
- C. The Employer, to encourage employees to seek additional education and/or specialized training, agrees that when and wherever operationally practicable the Employer will continue to make necessary adjustments to the employee's shift schedules to permit attendance for educational pursuits.
- D. The Employer will encourage and may provide work time at least two (2) employees at each work site to be trained in First Aid and CPR.
- E. Upon application for other State classifications, employees may receive credit for attending job related State-sponsored training.
- F. The parties will meet and confer on methods for ensuring that all supervisors have access to training sponsored by the Supervisory Training Program Labor-Management Committee.
- G. Union-sponsored training will be considered as hours of work towards fulfillment of the workweek defined in Article 25.1 but will not count toward overtime premium pay for those eligible employees. Such training will be approved by the supervisor after determining that the training is work-related.
- H. Supervisory Training Committee. This Committee will have an annual budget of \$50,000 to provide training to Bargaining Unit Members, subject to legislative funding. In no case will the Committee spend more than authorized in the budget. Such training will be recommended by the Committee and is subject to approval by the Commissioner of Administration. Funds are intended to be used to provide training in-state and will not be used for out-of-state travel.

## **ARTICLE 21 – Examination of Records**

### **21.1 Member Review.**

A Bargaining Unit Member will have the right to examine his or her personnel files. Reasonable requests for copies of material contained in personnel files will be honored. Upon written request to the division Director, derogatory material may be removed after two (2) years. In the event the requested material is not removed, the Bargaining Unit Member will be informed in writing of the reasons why and the conditions necessary for its removal. Denials of requests made pursuant to this Section are not subject to the complaint-grievance-arbitration procedure provided for in Article 10.

### **21.2 APEA/AFT Review.**

The APEA /AFT Representatives, with the Bargaining Unit Member's written permission, will have the right to examine the Bargaining Unit Member's personnel file upon notification to the Employer. The Employer will make available original or copies of the original records for examination by the APEA/AFT Representative at the place where the records are kept.



### **21.3 Secret Files.**

No secret files will be kept on any employee or nonpermanent.

## **ARTICLE 22 – Emergency Personnel**

It is understood that from time to time the Employer has a need to place emergency personnel on the payroll. Emergency personnel are those in pay status for no more than thirty (30) calendar days in any emergency situation. It is agreed that emergency personnel are not members of the bargaining unit and are therefore not covered under the terms of this Agreement.

Further, it is agreed that Personnel Rule 2 AAC 07.190, Emergency Appointments will continue in full force and effect.

The Employer agrees that emergency hires will not be made to circumvent the State's normal hiring processes, to delay the return of seasonal employees, or otherwise displace a Bargaining Unit Member.

Emergency personnel as defined in this Article will appear on the monthly personnel listings of all Supervisory employees as provided for in this Agreement. Such listing will designate by code which employees are emergency personnel for that period of such listing.

## **ARTICLE 23 – Supervisory Responsibilities**

### **23.1 Contract Administration.**

It will be the responsibility of each Bargaining Unit Member, to the extent assigned to do so, to administer the collective bargaining agreements between the State of Alaska and subordinate members of bargaining units in a manner consistent with policies, interpretations and guidelines established by the Employer. Failure of a Bargaining Unit Member to properly exercise assigned supervisory responsibilities will be grounds for disciplinary action.

### **23.2 Privileged Information.**

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

## **ARTICLE 24 – Wages**

### **24.1 Wages.**

NOTE: Wage tables are incorporated by reference (Overtime ineligible and Overtime eligible) and can be found at the Division of Finance website:

[http://doa.alaska.gov/dof/payroll/sal\\_sched.html](http://doa.alaska.gov/dof/payroll/sal_sched.html) as well as in Appendix E.

### **24.2 Pay Increments**

Pay increments, computed at the rate of 3.25% of the employee's base salary, shall be provided after the employee has remained in the final steps within the given range for two years, and every two years thereafter, if, at the time the employee becomes eligible for the increment, the employee's current annual rating by the employee's supervisor is designated as "acceptable or better".

If a pay increment is delayed due to an untimely performance evaluation, upon receipt of the evaluation with an annual rating of “acceptable or better”, the pay increment will be granted retroactive to the employee’s pay increment anniversary date (i.e., the date on which the employee had served two years in either the final merit step or the previous pay increment).

Increments J, K, L, M, N, O, and P require two years of creditable service at the prior step before receiving the increment. Increments Q and beyond require three years of creditable state service before receiving the increment.

Employees on rate overrides due to the reduction of pay increments from 3.75% to 3.25% will continue to be on rate overrides on the same basis as they had in the previous agreement regardless of the 40 hour work week.

### 24.3 Geographic Differentials

The following pay differentials are approved as an amendment to the basic pay plan provided for in Section 24.1.

Duty Station	Percentage Above Basic Pay
Anchor Point	0%
Anchorage	0%
Anchorage Intl. Airport	0%
Aniak	50%
Anvik	50%
Auke Bay	5%
Barrow	50%
Bethel	50%
Camp Carroll	0%
Cantwell	0%
Chena River	3%
Chignik	50%
Chitina	0%
Cold Bay	50%
Cordova	11%
Craig	0%
Crown Point	0%
Deadhorse	50%
Delta Junction	0%
Denali	0%
Dillingham	37%
Douglas	5%
Dutch Harbor	60%
Eagle	0%
Eagle River	0%
Eielson AFB	3%
Elfin Cove	0%
Elmendorf AFB	0%
Emmonak	50%
Fairbanks	3%
Finger Lake	0%

Fort Richardson	0%
Fort Wainwright	3%
Fort Yukon	37%
Galena	37%
Girdwood	0%
Glennallen	0%
Gustavus	0%
Haines	0%
Harding Lake	3%
Homer	0%
Hoonah	0%
Juneau	5%
Kenai	0%
Ketchikan	0%
King Cove	50%
King Salmon	50%
Klawock	0%
Kodiak	11%
Kotzebue	60%
Kulis ANG Base	0%
Mackenzie Point	0%
Matanuska	0%
McGrath	37%
Mount Edgecumbe	5%
Nancy	0%
Nenana	0%
Ninilchik	0%
Nome	37%
Palmer	0%
Pelican	0%
Petersburg	0%
Port Moller	50%
Saint Marys	50%
Sand Point	50%
Seward	0%
Sitka	5%
Skagway	0%
Soldotna	0%
Sterling	0%
Sutton	0%
Talkeetna	0%
Tazlina	0%
Tenakee Springs	0%
Tok	0%
Unalakleet	50%
Unalaska	60%
Valdez	11%
Wasilla	0%
Whittier	0%
Willow	0%
Wrangell	0%

Yakutat	0%
Outside Alaska	0%

In the event that a Bargaining Unit Member's duty station is not included in the above table, the Director of the Division of Personnel & Labor Relations shall determine the appropriate geographic differential for that member.

Where a Bargaining Unit Member's geographic differential is lowered during the term of the Agreement, the salary of the affected Bargaining Unit Member will be frozen for so long as they remain at their current duty station or until salary increases or changes in the Bargaining Unit Member's position result in the member receiving a higher salary than the frozen amount.

- A. In the event AS 39.27.020 "Pay step differentials by election district and in other states" is amended, modified or abolished, the provisions of AS 39.27 regarding pay step differentials as so amended, modified or abolished will replace Article 24.3 Geographic Differentials on the effective date of the changes with the following exceptions.

In those instances in which the geographic differential of a current Bargaining Unit Member is lowered by incorporation of the provisions of AS 39.27 under this section, the salaries of affected Bargaining Unit Members (except in cases of demotion) will be frozen for the life of the Agreement so long as they remain in their current geographic differential area, or until salary increases or changes in the Bargaining Unit Member's position result in the Member receiving a higher salary than the frozen amount. In the case of a demotion, the Member's geographic differential will be frozen for the life of the Agreement at the rate in effect prior to incorporation of the provisions of AS 39.27 into this Agreement.

- B. Effective July 1, 2007, when a subordinate employee in the same geographic location as their supervisor is paid a geographic differential, other than statutory Alaska residency differential provided pursuant to AS 23.240.210 (a), the geographic differential specified in the subordinate's collective bargaining agreement shall be applied to the supervisor.
- C. Effective July 1, 2008, employees whose duty station is Spring Creek Correctional Center (SCCC) and who supervise a member of the Alaska Correctional Officers Association (ACOA) shall, upon the completion of one (1) consecutive year worked, be paid the equivalent of one (1) step above the earned step on the applicable salary schedule.

Employees whose duty station is SCCC and who supervise a member of the ACOA shall, upon the completion of two (2) consecutive years worked, be paid the equivalent of two (2) steps above the earned step on the applicable salary schedule. Employees who have earned placement at the final step in the range shall receive the equivalent of the appropriate step increase established above.

Employees who are reclassified or accept a promotion, demotion, or other personnel action that results in a change of position shall be returned to the earned step prior to determining step placement in the new classification or position.

**24.4 Swing and Graveyard Shift Differentials.**

- A. All Bargaining Unit Members who work a "swing" shift beginning between 12:00 noon

and 7:59 p.m. are entitled to a 3.75 percent increase over their basic salary as established by this Article for all hours worked in each such shift.

- B. All Bargaining Unit Members who work a "graveyard" shift beginning between 8:00 p.m. and 5:59 a.m. are entitled to a 7.5 percent increase over their basic salary as established by this Article for all hours so worked in each such shift.
- C. All Bargaining Unit Members who work a shift originally assigned to another Bargaining Unit Member will be paid the appropriate shift differential that the other Bargaining Unit Member would have been paid.
- D. Except in emergencies, a Bargaining Unit Member's shift will not be changed without at least five (5) working days' notice prior to the effective date of the change.

#### **24.5 Weekend Differential Pay for Nurses.**

Effective July 1, 2008, overtime eligible Class One Nurses working in institutions with continuous operations shall be paid a premium of one dollar (\$1.00) per hour for each hour worked on the calendar days of Saturday and Sunday. Any partial hour worked shall be in fifteen (15) minute increments. The Employer shall include this type of differential pay in the computation of overtime.

Overtime ineligible Class One Nurses working in institutions with continuous operations shall receive this differential only when scheduled to work on the calendar days of Saturday and Sunday and these days fall within their normal 40 hour workweek.

#### **24.6 Hazard Pay.**

- A. Effective the date this Agreement is signed, all Bargaining Unit Members who are required to work under dangerous conditions will receive hazard pay of 7.5 percent in four (4) hour increments so worked.

Dangerous conditions will be defined as working at heights more than twenty-five (25) feet above the ground on towers, bridgework or antennas and handling explosives so designated by the Employer, transportation by and working under a helicopter, working from or piloting low-altitude, light fixed-wing aircraft (except pilot job classifications) and underwater diving.

- B. Effective July 1, 1984, employees not covered by the Peace Officers' Retirement System whose duties necessitate a significant amount of field work, travel, or exposure to hazardous working conditions will receive hazard pay of 7.5% on an hour-for-hour basis except when performing any duty that may be enumerated in paragraph 24.6.A.

The parties understand and agree that this is intended to apply to those positions that would have qualified under the standards found at 2 AAC 30.010 as published in Register 81, April 1982.

#### **24.7 Hourly Wages.**

- A. Hourly rates may be computed from the semi-monthly rates established in Section 24.1.A and may be paid accordingly. Hourly rates will be computed by the following formula:

Hourly Rate:  $(\text{Semi-monthly rate} \times 24) / (\text{No. of hours per workweek} \times 52)$

- B. Should the Employer institute a statewide biweekly pay period the salaries in Section 24.1.A will be computed by the following formula:

Biweekly Rate: Hourly rate  $\times$  80

#### **24.8 General Pay Administration.**

- A. Beginning Salary: The minimum rate of pay in the assigned salary range for a class will normally be paid upon initial appointment or hire. Any exception in the bargaining unit will require the prior approval of the Director of the Division of Personnel & Labor Relations. All exceptions will be based on the following:
1. Advance step pay because of the exceptional qualifications of the appointee.
  2. Advance step pay in classes specifically designated in writing by the Director of the Division of Personnel & Labor Relations as being classes where recruitment is exceedingly difficult.
- B. Rehire Employees: If a current employee, eligible for rehire, is reappointed to a class or to a parallel class with prior approval of the Director of the Division of Personnel & Labor Relations under Section 18.8 in which the employee previously held permanent or probationary status, the appointing authority may make the appointment at the same step in the salary range for the class that the employee occupied before separation, provided that the rehire occurs within a period of two (2) years. If appointed above the beginning step of the range, the employee's merit anniversary date will be the sixteenth (16th) of the month following completion of one (1) year of service after rehire.

Pursuant to Section 18.8, if a current employee is rehired with prior approval of the Director of the Division of Personnel & Labor Relations in a lower class in the same class series, the employee may be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable State service or at such other step approved in advance by the Director of the Division of Personnel & Labor Relations.

- C. Promoted Employees:
1. An employee who has served one-half (1/2) or more of the time required to be considered for the next step increase will, upon promotion to a position in a higher salary range in the bargaining unit, be placed at Step A of the higher range or such other step as will provide an increase of three (3) steps, whichever is greater.
  2. An employee who has served less than one-half (1/2) of the time required to be considered for their next step increase will, upon promotion to a new position in a higher salary range in the bargaining unit, be placed at Step A of the higher range or such other step as will provide an increase of two (2) steps, whichever is greater.
  3. If a Bargaining Unit Member in frozen pay status is promoted to a higher job class, the promotion will result in, at a minimum, a one (1) step real increase in

compensation.

4. A promoted employee entering the new range at a service step will be treated as if that increment had been earned in the new range and granted further increments accordingly.
5. The promoted employee's entitlement to a two (2) step or three (3) step increase upon promotion will be determined in accordance with Sections 24.7.C.1 and C.2. The step on the salary schedule that represents a two (2) or three (3) step increase, as appropriate, will be located on the promoted employee's former salary schedule. The employee will enter the new range at that step on the Supervisory schedule. When there is no match, the employee will be placed at the next higher step on the Supervisory schedule or at Step A, whichever is greater. If Labor, Trades and Crafts, the following formula will be used to determine the step increase:  $\text{Hourly Wage} \times \text{hours per week} \times 52 / \text{number of pay periods in the year} = \text{Pay Period Salary}$ . This salary will be matched to the closest step, but not less than the current wage under the LTC agreement, in the new range and then the rules outlined in Sections 24.8.C.1 and C.2 will be followed.
6. Acting in a Higher Range: An employee who has received prior written delegation to perform essentially all of the duties of a specific position at a higher range for fifteen (15) or more consecutive calendar days shall be paid at the step of the higher range that would be appropriate in case of promotion, retroactive to the first (1st) day of such duties.

Such delegation shall not exceed sixty (60) days unless extended by the Director of the Division of Personnel & Labor Relations

It will not be a violation of this Agreement, nor cause for disciplinary action, should an employee decline to accept a prior written delegation of authority. Employees will be informed of the likely length of a delegation of authority at the time it is offered.

The parties agree and understand that employees assigned to act in a higher range pursuant to this section are entitled to leave benefits at the employee's normal rate of pay.

NOTE: For purposes of this subsection, Step means both merit steps and pay increments.

- D. Transferred Employee: An employee transferred from one (1) position to another position assigned to the same pay range, will be appointed at the same step rate held prior to transfer and the employee's merit anniversary date will remain unchanged. Those moving to a position at the same pay range but not considered as a transfer will have a new probationary period and merit anniversary date and the step in the range will remain unchanged.

#### E. Demotions

1. Demotions: An employee who is demoted for just cause will enter the new range at no less than the step occupied in the higher range or such higher step as may be determined by the Director of the Division of Personnel & Labor Relations.

2. Voluntary Demotions: An employee who receives a voluntary demotion will be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable State service, or at such higher step that may be determined by the Director of the Division of Personnel & Labor Relations. An employee who receives a voluntary demotion except through reclassification will continue to receive salary, performance and service step increases received by other employees.

#### F. Reallocation of Position or Class

1. The merit anniversary date and salary step assignment of an employee whose position is reallocated from one class to another class at the same salary range will remain unchanged.
2. An employee occupying a position that is assigned to a lower pay range or reallocated to a classification that carries a lower pay range and who continues in the same position will be treated as follows:
  - a. If the employee's current salary is the same as any merit step in the new range, the employee will enter the new range at that step.
  - b. If the employee's current salary falls within the lower range, but between merit steps, the employee's salary will remain frozen until that employee's next merit anniversary date at which time that employee will be placed at the next higher step.
  - c. If the employee's current salary exceeds the maximum of the new range, it will remain frozen until it is the same as any step or falls between steps that appear on the salary schedule at the lower range, whichever is earlier. Salaries that are frozen will not be subject to any salary increase including contractually negotiated adjustments or cost-of-living adjustments to the salary schedule. Provided however, that for purposes of this paragraph employees whose positions are subject to a reallocation from one class to another may not be paid at a service step unless they have earned such step in the class occupied prior to the reallocation action or until said step is earned in the class to which the position was reallocated. Time served at Step F or a pay increment of the higher range will be counted as time served at Step F or a pay increment of the lower range.
3. Reclassification
  - a. If an employee is reclassified to a higher salary range based upon the work already being performed, the merit anniversary date and the step placement of the employee(s) in positions subject to the action will remain unchanged, unless the provisions of 24.8.C result in a higher increase, in which case the terms of 24.8.C will apply. However, if the terms of 24.8.C do apply, the employee will receive a new merit anniversary date in accordance with the Collective Bargaining Agreement.
  - b. If an employee is reclassified to a higher salary range based upon the work that



they have not already been performing, their step placement will be determined in accordance with Article 24.8.C, General Pay Administration. Employees that are at the final step or a pay increment will retain their pay increment at the new range but will be required to serve two or three years as required by Section 24.2 before being eligible for the next pay increment.

- G. Appointments to a Position in a Lower Job Classification Not in the Same, Parallel, or Closely-Related Class: An employee who is appointed to a position in a lower job classification not in the same, parallel or closely-related class series shall be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable State service. The employee shall serve a new probationary period in the lower class and shall have a new merit anniversary date established.

#### **24.9 Pay Procedures.**

- A. Frequency of Pay Day: As soon as is feasible, payday shall be on a bi-weekly basis with direct deposit on Thursday or Friday. Until such time, pay day will be the 15th and the last day of the month. If pay day falls on Saturday, Sunday or a holiday, the last working day before such Saturday, Sunday or holiday will be pay day. All checks postmarked or deposited by payday shall be considered timely. The parties agree that when a bi-weekly pay schedule is implemented through a Letter of Agreement, leave accrual and other conditions or benefits calculated based on a semi-monthly pay cycle will be recalculated to reflect conversion to a bi-weekly pay cycle.
- B. Method of Receiving Payment: Direct deposit will be requested and accomplished in accord with the procedures established by the Division of Finance, Department of Administration.
- C. Itemized Deductions: The Employer will itemize all deductions on paychecks so Bargaining Unit Members can clearly determine the purposes for which amounts have been withheld.
- D. Pay Shortages
  - 1. The Employer will verify pay shortages within five (5) working days following the receipt of a dated and written complaint by the Bargaining Unit Member. In the event that a pay shortage is determined to exist, the Employer will issue payment for the shortage within ten (10) working days of the date of verification. Verified pay shortages of less than one hundred (100) dollars will be paid on the Bargaining Unit Member's next regularly scheduled paycheck.
  - 2. Should the Employer go to a two (2) week pay system the following pay shortages system will be in effect:
    - a. The Bargaining Unit Member will notify the Employer of the pay shortage in writing within two (2) working days. The Employer will verify the pay shortage within three (3) working days from the time of notification. In the event that a pay shortage is determined to exist, the Employer will correct the pay shortage on the next regularly scheduled paycheck.
    - b. Should the Bargaining Unit Member not notify the Employer in writing as stipulated in 24.9.D.2.a the pay shortage procedure in 24.9.D.1 will be in effect.

- E. Termination Pay. When a Bargaining Unit Member is separated from State service, their wages, less terminal leave and retirement contributions, become due immediately and will be paid during business hours no later than the third working day after termination. Personal leave becomes due and payable within thirty (30) days after separation from State service. Personal leave will be calculated using the total number of accrued unused personal leave hours converted to the employee's hourly rate of pay on the date of separation.
- F. Overpayments discovered after one (1) year from the time the overpayment was made will be forgiven by the Employer, unless the overpayment was the result of fraud, deception, or the employee's negligence.
- G. In the event a Bargaining Unit Member's check is not received, and a reissue request has been submitted by the Bargaining Unit Member, the Employer will issue the replacement check within five (5) calendar days.

**24.10 Sea Duty.**

- A. Definitions
  - 1. "Sea Duty" in this Agreement means a period longer than twenty-four (24) hours during which a Bargaining Unit Member is engaged aboard a vessel and is living aboard a vessel (i.e., eating, sleeping, and working) while the vessel is away from the Bargaining Unit Member's port of engagement. The vessel will normally provide permanent and reasonable facilities for two (2) or more, including cabin, bunks, stove, cooking facilities, marine sanitation device, and fresh water.
  - 2. "Shore Duty" in this Agreement is that time worked on shore while the vessel is tied up at a port.
  - 3. "Port of engagement" in this Agreement means the place at which a Bargaining Unit Member is, at the direction of the Employer, engaged aboard a vessel.
- B. Sea Duty Pay. This Section will apply to Bargaining Unit Members who are assigned to Sea Duty for more than twenty-four (24) consecutive hours.
  - 1. Bargaining Unit Members on Sea Duty will be assigned an uninterrupted sleep period of eight hours in each 24 hours.
  - 2. An uninterrupted meal period of not less than one-half or more than one hour will be allowed for each meal, not to exceed three (3) meals per day.
  - 3. The hourly rate of pay while assigned to Sea Duty will be computed by the following:  

$$\text{Semi-monthly salary} \times 0.00424 = \text{Sea Duty Hourly Rate of Pay}$$
 (Earning matrix 0. .367 x annualized hourly rate x hrs reported)
  - 4. All hours of Sea Duty will be considered hours worked, therefore on:
    - a. Regular Duty Day: the Bargaining Unit Member will be paid eight (8) hours at the

- straight rate and sixteen (16) hours at the time and one-half (1-1/2) rate of Sea Duty Hourly Rate of Pay; and
- b. Regular Day Off (6th and 7th day) and Non-Floating Holiday: the Bargaining Unit Member will be paid eight (8) hours at the time and one-half (1-1/2) rate and sixteen (16) hours at the double time rate of the Sea Duty Hourly Rate of Pay.
5. The normal accrual rates for personal leave and credit for nonfloating holidays will not be changed by this section.
  6. Sea Duty Hourly Rates of Pay will not be used in the computation of overtime rates when the Bargaining Unit Member is not assigned to Sea Duty. Overtime pay during a workweek that includes Sea Duty will be paid on the basis of the work performed during the overtime hours in accordance with 29 C.F.R. Sec. 778.419.

#### **24.11 Supervisory Differential.**

The Association may request the Director of the Division of Personnel to review a Supervisor's salary range placement when it believes that one of the employee's subordinates in the classified service is paid at the same or a higher salary range. In cases where the supervisor's subordinate is paid on a salary schedule that does not use the same salary range numbers, the entry level step of the subordinate's salary range will be compared against the entry level step (A step) of the supervisor's salary range. If that step is the same as, or higher than, the supervisor's, the provisions of this article shall apply. The necessity of adjustment will be at the sole discretion of the Director and applied consistent with AS 39. If an adjustment is necessary, the Supervisor's salary shall be increased one range at the same step earned prior to the adjustment and continue to advance steps based on performance incentive or service steps. The Director shall make every effort to respond to such requests within thirty (30) calendar days of receipt, but in no case shall such salary range placement be retroactive.

#### **24.12 Department of Corrections Step Adjustment.**

Bargaining Unit Members in the Department of Corrections who are assigned to the position of Correctional Supervisor, Correctional Superintendent I, II, or III, Assistant or Deputy Director, will be paid the equivalent of one step above the earned step on the applicable salary table. The earned step will not be moved forward due to the step adjustment; the merit anniversary or service step date, whichever is applicable, will not be affected.

#### **24.13 Monetary term implementation or application.**

For purposes of monetary term implementation, effective dates referenced above, or references in any other provision of the agreement, do not serve as a basis for retroactive implementation or application to any monetary terms in the agreement absent a ratified and approved successor agreement before July 1, 2018. In the absence of a ratified and approved agreement before July 1, 2018, monetary term implementation or application dates will be established by mutual agreement of the parties.

#### **24.14 SERT Premium Pay.**

All members within the public safety or transportation agency who are designated as current, authorized SERT members shall receive a pay differential of 5% of their base wage for all hours in work status.

## **ARTICLE 25 – Overtime, Recall, And Standby**

### **25.1 Workweek Definition.**

"Workweek" in this Agreement will consist of forty (40) hours in pay status from Sunday midnight to Sunday midnight within a maximum of five (5) consecutive days and all full-time employees will be guaranteed a full workweek. The furlough provisions of 2 AAC 07.407 shall apply, but the application shall be limited as set forth in LOA 18-SS-200, which is incorporated by this reference.

If an employee is working an approved Alternative Workweek, the employee's start and end days for their "workweek" will be defined per the employee's individual agreement.

For overtime exempt employees, the individual daily work schedule may be adjusted within the pay period upon approval from the supervisor, except for those employees working an approved Flexible Time Plan.

It is the parties' mutual intent to allow flexibility in scheduling these hours in a manner that accommodates the needs of the Bargaining Unit Member and State. Flexible Work Schedules, telecommuting arrangements, scheduling core hours and other arrangements that accomplish this are available, when mutually agreed to, in writing, between the Bargaining Unit Member and the State. In addition, the parties have provided two Letters of Agreement (Appendix D) that provide sample Alternate Workweek arrangements. Other arrangements, addressing special circumstances, may be made through Letters of Agreement.

### **25. 2 Overtime Eligibility.**

- A. All Bargaining Unit Members will be determined overtime eligible or ineligible in accordance with the Fair Labor Standards Act criteria or by mutual agreement.
- B. Upon signing of this Agreement and within thirty (30) calendar days, the parties agree to meet and select a neutral third party hearing officer to determine questions of eligibility, consistent with the Fair Labor Standards Act, that may arise during the life of this Agreement. The parties will each bear one-half (1/2) of the cost of such a hearing officer and the hearing officer's decision on eligibility will be final and binding on both parties.
- C. It is agreed that neither the Employer nor the employee will make any concerted effort to change positions in the same job class for the purpose of changing overtime eligibility.

### **25.3 Overtime Threshold.**

All work performed by overtime eligible members of the bargaining unit in excess of forty (40) hours of work in a workweek is overtime and will be paid at the rate of time and one-half (1-1/2) the appropriate regular or shift rate of pay.

### **25.4 Distribution of Overtime.**

- A. The Employer will, insofar as possible, equalize the distribution of overtime among the Bargaining Unit Members who desire to work overtime. This does not preclude the Employer from assigning and requiring overtime work of Bargaining Unit Members based on reasons such as the qualifications of the employee and the amount of work to be accomplished.

- B. Other provisions of this Section notwithstanding, it is the policy of the Employer to distribute overtime in the most economical manner.
- C. Bargaining Unit Members not desiring to work overtime will preferably not be assigned to work overtime.
- D. Records
  - 1. Overtime eligibles: A record of actual compensated overtime hours worked by the overtime eligible Bargaining Unit Members will be maintained and made available for reasonable inspection by appropriate APEA/AFT representatives.
  - 2. Overtime ineligibles: Records of hours reported by the overtime ineligible Bargaining Unit Members will be maintained and made available for reasonable inspection by appropriate APEA/AFT representatives.

### **25.5 Recall and Standby.**

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

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

- B. When Bargaining Unit Members are either directed in advance by their supervisor to be available for immediate recall or their names are placed on a standby roster they will receive standby pay as outlined in 1. and 2. below. Assignments to a standby roster will be, insofar as it is possible, equitably rotated among employees normally required to perform the anticipated duties, provided that nothing in this Article will preclude the assignment of an individual to standby whose knowledge makes that individual the most logical choice for the anticipated tasks.

The rates of compensation established below will include geographic and shift pay as may be appropriate:

- 1. Overtime eligibles: When an overtime eligible Bargaining Unit Member is assigned to a standby roster, the Member will receive standby premium pay in an amount equal to 3/4 of one hour's pay at the Member's hourly base rate for each standby assignment for up to twenty-four (24) hours.
- 2. Overtime ineligibles: When an overtime ineligible Bargaining Unit Member is assigned to a standby roster, the Member will receive standby premium pay in an amount equal to one and one-quarter (1.25) hours pay at the annualized hourly base rate equivalent to the overtime ineligible Member's salary range and step for each standby assignment for up to twenty-four (24) hours.

### **25.6 Holiday Premium Pay.**

All hours worked on a holiday by an overtime eligible Bargaining Unit Member will be compensated at 1.5 times the member's regular hourly rate.

Holidays not worked by Bargaining Unit Members will be counted as time worked for the purposes of fulfilling the minimum workweek requirement.

### **25.7 Continuous Hours of Work.**

A Bargaining Unit Member will not be required to work in excess of sixteen (16) hours within one (1) twenty-four (24) hour period except in a dire emergency.

### **25.8 Overtime Pay Calculations.**

When a Bargaining Unit Member who is eligible to receive overtime works a shift that qualifies for shift differential pay, the Employer will compute overtime on the basis of the following formula:

$$(\text{Base Rate} + \text{Shift Differential}) \times 1\text{-}1/2$$

### **25.9 Compensatory Time.**

- A. Compensatory time off for overtime eligible Bargaining Unit Members will be in accordance with the Fair Labor Standards Act. Overtime will be paid in cash except where an overtime eligible Bargaining Unit Member requests in writing compensatory time off and the supervisor approves the request. Compensatory time off is earned at the rate of one and one-half (1½) hours for every hour of overtime worked. Compensatory time may accumulate to a maximum of 240 hours. The decision to grant or deny compensatory time off will be consistent with the Fair Labor Standards Act guidelines.
- B. Upon request, compensatory time off will be cashed out to the member at the member's base hourly wage notwithstanding the initial request to have it accrue as compensatory time.

### **25.10 Flexible Time Plan.**

The parties recognize that it may be necessary for overtime-exempt employees to work extraordinary hours to meet the mission of the agency. An FLSA exempt employee who has been authorized to work additional hours may submit a written request to the division director for approval of the Flexible Time Plan to offset excessive hours of work with a reduction of normal work hours at a later time.

A Flexible Time Plan is effective and may commence upon approval and signature of employee, supervisor, and Division Director, and is subject to the following conditions:

- A. An employee who works in excess of 45 hours in a workweek will be eligible for flextime credits retroactive to 42 hours of work in the week.
- B. Flextime credits will accrue in one-half (0.5) hour increments.
- C. No flextime credits may be earned for travel time.

- D. No more than 16 hours of work per day may be counted toward the 45.0 hour per week threshold or toward flextime credits.
- E. Flextime credits may accumulate to a maximum of two hundred (200) hours.
- F. Flextime credits may not be used in advance of performance.
- G. Employees will document on the time sheet all hours worked and all flextime used.
- H. Accrued flextime credits may be used at any time business permits with the prior approval of the supervisor in the same manner as personal leave. Requests to use accrued flextime will not be unreasonably denied.
- I. Upon separation from State service or the bargaining unit, accrued flextime credits will be cancelled without payment. Accrued flextime credits may not be cashed out.
- J. Disputes regarding the accrual or use of flextime credits are subject to the complaint procedures. This will be the sole and exclusive method of resolving such disputes.
- K. Flextime credits must be tracked, documented and usage certified by the employee and employee's immediate supervisor each pay period.

#### **25.11 Incidental Flextime Arrangements.**

From time to time, and with the prior approval of the supervisor, an (overtime ineligible) employee may be absent for up to 4 hours in a day for the following, without submitting a leave slip:

- Medical appointments for the employee or family member
- School events (this does not include regular, recurring events, such as volunteering as a classroom aid)
- Weddings or funerals
- Care of family members (including child care conflicts)
- Other personal matters, such as: banking, insurance, and wellness matters (this does not include time for which the employee may receive compensation in the form of goods, fees, salary, or other payments from a third party)

Implementation of this section includes the expectation that there will be no reduction in the total productive hours. This section may not be used if the employee has flex time credits under the provisions of 25.11. This section is not subject to the grievance procedure. Approval of time off requested under this article shall not be unreasonably denied.

### **ARTICLE 26 – Holidays**

A. All employees will be entitled to, and compensated for, all holidays listed below:

1. The first of January, known as New Year's Day,
2. The third Monday of January, known as Martin Luther King, Jr. Day,
3. The third Monday in February, known as President's Day,
4. The last Monday in March, known as Seward's Day,
5. The last Monday in May, known as Memorial Day,

6. The fourth of July, known as Independence Day,
7. The first Monday in September, known as Labor Day,
8. The 18th of October, known as Alaska Day,
9. The 11th of November, known as Veterans Day,
10. The fourth Thursday in November, known as Thanksgiving Day,
11. The 25th of December, known as Christmas Day,
12. Every day designated by public proclamation of the Governor of the State of Alaska as a legal holiday.

Part-time employees will be entitled to those holidays on which they are regularly scheduled to work and will receive compensation only for those hours for which they would have been regularly scheduled to work.

- B. Observance of Holidays. A designated holiday will normally be observed on the calendar day on which it falls, except Bargaining Unit Members who are regularly scheduled to work on Monday through Friday will observe the preceding Friday when the holiday falls on Saturday and will observe the following Monday when the holiday falls on Sunday. Normally only those Bargaining Unit Members designated in advance by appropriate supervision will be required to work on a designated holiday. When a designated holiday falls on a Bargaining Unit Member's scheduled day off, other than Saturday or Sunday, the day off will be rescheduled to another day within the pay cycle.

When the business needs of the Employer dictate that the employee be placed on an irregular schedule a designated holiday will normally be observed on the calendar day on which it falls. A schedule is considered irregular when there are not two (2) consecutive days off each week and / or there are not consistent days off from week to week. Every effort will be made to schedule an employee's workweek in accordance with Article 25.1.

- C. Any of the holidays listed in 26 A may be considered a floating holiday if authorized by the employee's supervisor. Requests to float holidays will not be unreasonably denied. Each full-time employee who works on a designated floating holiday will be credited with eight (8) hours personal leave. Each part-time employee who works on a designated floating holiday will be credited with the number of hours for which they would otherwise be scheduled to work.
- D. Each year of this agreement each leave eligible Bargaining Unit Member will receive a onetime 8 hour credit to their leave balance to be used as a floating holiday. This leave will be credited and available for use the first day of the second pay period in July each year of the agreement. Use of floating holidays will be consistent with the personal leave provisions of the collective bargaining agreement and at management's discretion.

## **ARTICLE 27 – Travel, Per Diem and Moving**

### **27.1 Applicability of the Alaska Administrative Manual.**

Except as specifically provided in this article, travel, per diem and moving will be administered in accordance with the provisions of the Alaska Administrative Manual in effect on the date of travel.



## **27.2 Lodging Allowance.**

Bargaining unit members traveling on official State business in locations where commercial lodging is available who choose not to utilize commercial facilities and noncommercial lodging is obtained will be provided a lodging allowance of thirty dollars (\$30) for periods of thirty (30) days or less.

## **27.3 Travel Incentives.**

Bargaining Unit Members will retain travel incentive awards resulting from travel on behalf of the Employer.

## **27.4 Duty Station.**

- A. Neither an employee's duty station nor the employee will be transferred unless such transfer is in the best interest of the State. Prior to approving any requests for involuntary transfers, the Director of Personnel & Labor Relations will request and consider the comments of APEA/AFT. APEA/AFT will be given fifteen (15) working days, following receipt of the Director's request, to provide their comments.

Disputes arising over involuntary transfers will enter the Grievance Procedure at Step Three, and if not resolved at that level, the parties agree to expedite arbitration. No such transfer will be considered permanent until the arbitration step is completed.

The provisions of this section do not apply to office closures and office relocations.

- B. The Employer will make every effort to give the Employee at least ninety (90) days' notice prior to the effective date of the transfer. Employees will be given sixty (60) calendar days' notice prior to transfer or be entitled to sixty (60) days short-term per diem for the difference if they choose to relocate with the position.

## **ARTICLE 28 – Health and Security**

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

### **28.1 Employee Life Insurance.**

- A. Employer Provided Life Insurance: The Employer will insure the life of every employee in the principal amount of ten thousand dollars (\$10,000.00).
- B. Employee Purchased Life Insurance: The Employer will continue to make available an Optional Life Insurance Policy to each employee who is eligible for coverage under the Employer provided health insurance plan. The amount of optional life insurance available for employee purchase will be an amount equal to the employee's annual base income rounded to the next highest thousand. The maximum amount available will be \$100,000.

### **28.2 Travel and Accident Insurance.**

The Employer will insure the life of every employee against accidental death while the employee is traveling within the scope of his/her State employment in the amount of two hundred thousand dollars (\$200,000.00). The Employer will make a timely good faith attempt to alter the

existing policy to allow for the payment of death benefits to a beneficiary (beneficiaries) at their option over a five (5) year period or a lump sum payment provided that such change is at no additional expense to the Employer.

### **28.3 Health Insurance.**

- A. Employer Provided Health Insurance.  
The Employer will continue to provide a flexible benefits program for the provision of health insurance. Eligible employees will pay, by payroll deduction, any difference between the Employer's contribution and the total premium required to provide the coverage elected by the employee under the flexible benefits program. The Employer will seek to maintain a plan with prudent reserves and appropriate cost sharing. This article will in no way limit the Commissioner's authority under AS 39.30.095.B.
- B. The amount of employer contributions and employee contributions shall be established by the Commissioner of Administration on an annual basis in accordance with AS 39.30.095.B.
- C. Effective January 1, each year this agreement is in effect, the Employer's health insurance premium contribution will be the amount of money, for all employees that is necessary to fund comparable coverage under the "Select Benefits Economy Medical/Audio/RX/Dental Plan," less a monthly employee contribution not to exceed 10% of the premium contribution commencing January 1, 2019, 12% of the premium contribution commencing January 1, 2020, and 15% of the premium commencing January 1, 2021 for the employee only and the employee plus family economy plans. The eligibility of the employees and their dependents for coverage and the precise benefits to be provided will be as set forth in the insurance plan documents, consistent with AS 39.30.090.
- D. The Employer will provide written notice to the Association of changes to the level of health insurance benefits at least sixty (60) days prior to implementation.
- E. The Employer expressly waives its right to require the Association to bargain collectively and the Association expressly waives its right to require the Employer to bargain collectively over all matters relating to the provision of a group health insurance plan established pursuant to AS 39.30.090 and AS 39.30.095.
- F. The Employer agrees to continue to require the provider under the Employer plan to provide a toll-free number for the purpose of handling inquiries and complaints to the provider.

### **28.4 Health Benefits Evaluation Committee.**

The parties agree to jointly participate in a Health Benefits Evaluation Committee (HBEC). The HBEC will establish rules to govern the operation of the Committee.

- A. The HBEC will meet at least quarterly. Meeting arrangements and venue will be the Employer's responsibility, and clerical support will be the shared responsibility of the HBEC representatives. Meetings may be scheduled telephonically to reduce costs. Should in person meetings occur, meetings will be held in Juneau and Anchorage, alternating when possible. A State member of the HBEC shall chair the meetings.

- B. The HBEC will consist of labor and management representatives. The Supervisory Unit will have three (3) representatives on the Committee. Management and labor will have an equal number of votes regardless of the number of management and labor representatives on the committee. The committee will include members from other bargaining units as agreed to separately by management and those bargaining units.
- C. Meetings will be scheduled at the conclusion of the prior meeting, when possible, to ensure adequate notice. The Employer will provide an agenda two weeks prior to the meetings with supporting materials, as available. Updates will be sent as timely as possible.
- D. The HBEC will have access to analyses of current plan administration, claims payment administration, benefit plan design and utilization conducted by or for the Division of Retirement and Benefits (DRB). A representative of the carrier or third party administrator will be available to the Committee.
- E. The HBEC may make recommendations to the Commissioner of Administration concerning provision of efficient, effective health care benefits within the level of the Employer's contribution, including but not limited to utilization review, pre-certification requirements, cost containment measures, employee education and preferred provider arrangements. The HBEC will designate a labor representative to timely memorialize and submit these recommendations to the Commissioner of Administration. The Commissioner of Administration will give the committee's recommendation full and careful consideration.

### **28.5 Monitored Health Programs.**

The parties recognize that certain public health laboratory employees, hospital employees, materials laboratory employees and landfill or disposal sites inspection employees may, in the performance of their duties, directly handle, test or wrap pathogenic microorganisms, blood products, radioactive materials, carcinogenic chemicals, and/or work with asbestos.

When a qualifying Bargaining Unit Member provides evidence to the Employer of having undergone an annual physical, the Employer will reimburse that Bargaining Unit Member one hundred and five dollars (\$105.00). To qualify for reimbursement as provided above, the Bargaining Unit Member must show proof of a physical examination. No more than one (1) such reimbursement will be paid to a Bargaining Unit Member in any twelve (12) month period.

Other Bargaining Unit Members may be provided with the same benefit upon receipt of a positive test result that they were exposed to the above noted hazardous substances in the course of their employment with the State.

### **28.6 National and State Plans.**

If a national or state plan becomes law that requires participation by the State of Alaska during the term of this Agreement, the parties will reopen the article within 30 days.

### **28.7 Health Trust.**

During the term of this agreement SU may explore providing an employee directed health insurance plan through development of a health insurance trust, participation in a health care coalition, or other appropriate delivery mechanism. Once SU has completed its review and

analysis, if it proposes to exit the AlaskaCare plans it will so advise the state in writing. The State will then conduct its own review and analysis to determine the potential impact on the AlaskaCare plans and funding obligations. The parties will meet and confer within 120 days after SU's written notice to the State.

In the event the parties agree that SU will exit the AlaskaCare plans and implement an alternate health care delivery mechanism, the parties will negotiate in good faith with respect to the following: Effective Date; Transfer of Liability; Funding; Reserves; Transmittal of Payroll Deductions; Eligibility; Segregation of Funds; Actuarial Reports; State's Right to Audit/Review; Compliance with Applicable Laws and Regulations; Fidelity Bond; Fiduciary Liability and Errors and Omission Insurance; Indemnification; Default and Termination.

### **28.8 Health Care Authority Reopener.**

During the term of this agreement the State may explore providing health benefits through an alternative method of delivery by participating in a health care authority (HCA). As a participating employer of the HCA, the State will retain autonomy over the plan in consultation with the Health benefits Evaluation Committee on terms of the plan design features, such as the amount of the annual deductible, required copayment for prescription drugs, and employer coinsurance.

At the request of either party, this Article will be reopened for negotiations in the event the State becomes a participating employer during the term of this Agreement in a health plan or plans offered through the creation of an HCA.

## **ARTICLE 29 – Leave**

### **29.1 Personal Leave.**

It is understood that during the term of this Agreement, personal leave will be earned and used in lieu of all sick and annual leave except as specified in this Article. In this Article "employee" includes long-term nonpermanent bargaining unit members.

- A. Rate of Accrual. All full time bargaining unit members holding permanent, probationary, provisional, or long term non-permanent status employed before July 1, 2013 will accrue personal leave as follows:

Years of Service	Hours Per Pay Cycle
0 - 2	8
2 - 5	9
5 - 10	10
10+	12

The increase of accrual effective July 1, 2018 is contingent upon implementation of a 40 hour workweek.

Bargaining Unit Members falling under this section will receive 8 hours credit to their leave balance in the second pay period of July of each year, upon reaching their fifteenth (15) year of service, to be used as a floating holiday. Accrual and use of floating holidays will be consistent with the personal leave and holiday provisions of the collective bargaining agreement.

- B. Rate of Accrual. All full time bargaining unit members holding permanent, probationary, provisional, or long term nonpermanent status hired into State service on or after July 1,

2013, will accrue personal leave as follows:

Years of Service	Hours Per Pay Cycle
0-2	7
2-5	8
5-10	9
10-15	10
15+	12

The increase of accrual effective July 1, 2018 is contingent upon implementation of a 40 hour workweek.

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

Employees who work less than full-time will accrue personal leave per pay cycle on a prorated basis according to the above schedule and hours in pay status. Personal leave accruals for partial pay cycles of service will be on a prorated basis.

- C. Changes of Accrual Rate. Accrual rate changes will become effective the 16th day of the month following the monthly pay cycle in which the employee completes the service requirement and becomes eligible for the higher accrual rate.
- D. Use of Personal Leave. Accrued personal leave is available for use after an employee has completed thirty (30) continuous calendar days of employment.
  - 1. Personal leave may be granted at any time business permits with the prior approval of the employee's supervisor. Requests for personal leave will not be unreasonably denied.
  - 2. An employee may take personal leave for medical reasons, regardless of whether business permits, upon permission of the employee's supervisor. The Employer will grant personal leave for medical reasons if satisfied that the employee is absent for medical reasons. The taking of personal leave for medical reasons will be reduced by the amount of wage continuation payments made under the Alaska Workers' Compensation Act (AS 23.30). The following constitute "medical reasons" and are subject to the conditions noted.
    - i. Medical disability of an employee is a medical reason for taking personal leave. The Employer may require a doctor's certificate showing the disability if the absence exceeds three (3) consecutive working days.
    - ii. Medical disability of a member of an employee's immediate family is a medical reason for taking personal leave if the disability is such that the attendance of the employee is required. An Employer may require a doctor's certificate showing the disability if the absence exceeds three (3) consecutive working days.
    - iii. A medical condition of an employee that makes presence at work a danger to the health of fellow employees is a medical reason for taking personal leave. The Employer may require a doctor's certificate showing the condition if the

absence exceeds three (3) consecutive working days.

- iv. Death of a member of an employee's immediate family is a medical reason for taking personal leave. An employee is entitled to use five (5) days of personal leave for this purpose; use of additional personal leave may be granted at the Employer's discretion.
3. Family Medical Leave (Federal): Qualified employees will be entitled to coverage under the Family Medical Leave Act (FMLA). Health insurance contributions will be made on behalf of qualified employees during the twelve (12) week period of family leave (including periods of personal, banked medical or donated leave, or periods of leave without pay).

When taking leave under the FMLA, a qualified employee must exhaust all accrued personal, banked medical and donated leave (in that order) before entering leave without pay, except that an employee may elect to retain up to five (5) days of personal leave in his or her account for use upon return from leave taken under this provision. When taking leave due to pregnancy, childbirth, foster care placement or adoption, the leave entitlement must be taken consecutively.

The twelve (12) month period for utilizing leave entitlements will commence with the first day leave is taken under the FMLA. Approved leave without pay taken under the provisions of the FMLA will have the same effect as any other period of approved leave without pay on the employee's terms and conditions of employment, except as provided herein.

An employee may be required to recertify the qualifying reason for remaining on family leave. An employee may be required to provide a fit-for-duty statement prior to returning to work.

The parties recognize that if leave provisions in Article 29 are found to be in conflict with the FMLA, FMLA entitlements prevail.

4. Family and Health Leave (State). The parties recognize that qualified employees may be entitled to up to 18 workweeks of leave during a 24 month period pursuant to AS 39.20.305, and that such entitlements may run concurrently with FMLA entitlements.
5. Each employee will, during each twelve (12) month period, take at least 80 hours of personal leave except that employees exempted from 29.01(E) of this Article must use 120 hours each full year. If the employee does not take the required hours of personal leave during a twelve (12) month period, the difference between the required hours and the amount of personal leave taken will be canceled without pay unless the department or agency head certifies in writing that the employee was denied the opportunity to take the required hours of personal leave during the twelve (12) month period. It is understood that, should the employee fail to schedule the required hours of leave, the Employer may direct that the employee take the personal leave at any time to satisfy the mandatory usage requirement.

Up to 80 hours of personal leave cashed-in under 29.1(I)(4) of this Article will be applied to the employee's mandatory leave usage requirement.

**Effective January 1, 2018, Section 5 is amended to read:**

Each employee will, during each twelve (12) month period, take at least 80 hours of personal leave except that employees exempted from 29.01(E) of this Article must use 120 hours each full year. If the employee does not take the required hours of personal leave during a twelve (12) month period, the difference between the required hours and the amount of personal leave taken will be transferred to the catastrophic leave bank unless the department or agency head certifies in writing that the employee was denied the opportunity to take the required hours of personal leave during the twelve (12) month period. It is understood that, should the employee fail to schedule the required hours of leave, the Employer may direct that the employee take the personal leave at any time to satisfy the mandatory usage requirement. No more than 300 hours will be transferred to the catastrophic leave bank during each twelve (12) month period; hours in excess of 300 will be canceled without pay.

Up to 40 hours of personal leave cashed-in under 29.1(l)(4) of this Article will be applied to the employee's mandatory leave usage requirement for those employees with an 80 hour mandatory leave usage requirement.

Up to 80 hours of personal leave cashed-in under 29.1(l)(4) of this Article will be applied to the employee's mandatory leave usage requirement for those employees with a 120 hour mandatory leave usage requirement.

- E. Maximum Accumulation of Leave. Personal leave accrued but not used shall accumulate to a maximum of one thousand (1000) hours on December 31 of any calendar year. A department head may permit an employee to carry over more than one thousand (1000) hours of accrued personal leave if the employee was unable to reduce his/her accrued hours because the member: (1) was required to work as a result of fire, flood, or other extensive emergency; or (2) was assigned work of a priority or critical nature of a period of time.

By June 1 of each calendar year, those employees whose personal leave balance exceeds, or could exceed by December 31, the personal leave accumulation maximum of one thousand (1000) hours must submit to their supervisor for approval a plan to use personal leave to bring their balance below the accumulation maximum. If the employee fails to submit a plan, or adhere to an approved plan, the employee's division director will order the employee to take sufficient personal leave to reduce the employee's balance or potential balance on December 31 below the accumulation maximum.

Members who have a personal leave balance that exceeds four hundred (400) hours on December 16, 2013 shall be exempt from this provision until such time as his/her personal leave balance equals four hundred (400) hours or less on January 1 of any calendar year.

- F. Donation of Leave. Members of this bargaining unit will be allowed to donate personal leave to and receive personal or annual leave from employees in this unit or those represented by a different union or noncovered employees subject to the following conditions:

1. Each employee wishing to donate personal leave will fill out, date, and sign a leave slip showing the amount of personal leave he or she wishes to donate in increments subject to a minimum of two (2) hours. The leave slip will have written or typed along the bottom, or in the space provided, "Leave donation to: (employee name, employee identification number)."
2. Donors will submit leave slips for a particular donee to the Division of Personnel & Labor Relations Payroll Supervisor for the department in which the donee is employed. Leave donations will be posted in date and order received to the recipient's Donated Sick Leave Account as needed. For donated leave to be applied to a particular pay period, the donation must be received by the last working day of the pay period. Donations will not be posted for use in a pay period prior to that in which received. Once an employee returns to work, if after three pay periods in which the donee does not require the use of donated leave, the leave donated and not used by the donee shall be returned to the donor.
3. The Employer will convert the donated leave hours to dollars at the annualized rate of the recipient's pay, and the resulting number of hours will be added to the recipient's Donated Sick Leave Account for use in accordance with the requirements of Section 29.1.D.(2). The total amount of leave credited to the recipient's Donated Sick Leave Account will not exceed three hundred (300) hours during the life of the agreement.
4. Once the Employer has completed the above process, the State will not be obligated for further processing or liabilities resulting there from. Once the donation has been transferred to the recipient's account, the donation cannot be withdrawn, modified or otherwise returned to the donor's account.
5. Donations of leave under this section will not reduce the mandatory leave usage requirements established in the agreement.
6. Leave in the Donated Sick Leave Account may not be used unless and until all accrued personal leave and all banked medical leave have been exhausted. On termination, any balance in the Donated Sick Leave Account will be treated like the banked medical leave balance.

#### G. Terminal Leave

1. Terminal leave for unused personal leave will be allowed upon separation from service as provided in Section 24.9.E. A payment of terminal leave to an employee will be made as a lump sum payment.
2. The payment authorized by this section is not considered salary or compensation except for purposes of taxation.

H. Transfer of Accrued Annual and Sick Leave. An employee who has accrued annual leave will have the annual leave transferred to the employee's personal leave account.

An employee who has accrued sick leave will have 50 percent of that sick leave transferred to the employee's personal leave account and 50 percent of that sick leave transferred to a medical leave bank. Banked medical leave may be taken only in accordance with this section.



1. Medical Leave Bank. The medical leave balance will be available for use in accordance with Article 29.1.D.2.
  2. Except as otherwise provided in this article, upon separation from State service, an employee's medical leave bank hours will be transferred to the Supervisory Catastrophic Medical Leave Bank. A Labor-Management Committee will be established to develop the procedures regarding use of this leave bank.
  3. Death of an employee: Upon the death of an employee, any unused sick leave balance will be paid in cash to the employee's beneficiaries at the employee's base pay rate.
  4. Taking of leave under this section will be reduced by the amount of wage continuation payments under the Alaska Workers' Compensation Act (AS 23.30).
- I. Leave Cash-In. Employees having in excess of 40 hours of personal leave will, upon written request to the Employer, receive payment for accrued but unused personal leave, at the employee's current annualized hourly rate, subject to the following limitations:
1. Under no circumstances may an employee request or receive a leave cash-in which would reduce the employee's accrued personal leave balance below 40 hours.
  2. No more than six (6) leave cash-ins will be processed in a leave year.
  3. Payment will be made no later than one (1) pay period following the pay period in which the request was made.
  4. Leave cashed in under this section may reduce the mandatory leave requirement only as allowed in 29.1.D(5) of this Article.

### **29.2 Adoptive Leave.**

An employee involved in child adoption proceedings will be given priority consideration in the granting of personal leave to attend to activities involved in these adoptive proceedings. Any personal leave granted under this section for purpose of illness or injury to the adoptee will be in accordance with section 29.1.D.

### **29.3 Extended Absence for Disability, Illness or Injury.**

Upon application by an employee who has exhausted accrued leave, a leave of absence without pay may be granted by an appointing authority for disability because of sickness or injury. Such leave will be limited to one (1) month for each full month of service to a maximum of twenty-four (24) months. The appointing authority may periodically require that the employee submit a certificate from the attending physician or from a designated physician. If the certificate does not clearly show sufficient disability to preclude the employee from performing the employee's duties or if the employee does not provide the required certificate, the appointing authority may cancel the leave and require the employee to report to duty on a specified date.

#### **29.4 Absence and Payment for Court Leave.**

- A. An employee who is called to serve as a juror or subpoenaed as a witness will be entitled to court leave. Employees who work the graveyard or swing shift will be placed on day shift for the day or the duration of the time the employee is scheduled to appear, whichever is longer, provided the Employer receives twenty-four (24) hours' notice.
- B. Written documents such as a subpoena, Marshal's statement of attendance and compensation for services, per diem, and travel, may be required to support a request for court leave or assignment to court duty.
- C. Employees will turn over to their employing departments all monies received from the court as compensation for service and in turn will be paid their current salary while on court leave.

#### **29.5 Non-war Military Duty Absence and Payment.**

An employee who is required to report for a military physical examination is entitled to a leave of absence without loss of pay, time or performance rating. The leave of absence will not exceed three (3) working days.

An employee who is a member of a reserve or auxiliary component of the United States Armed Forces or the Alaska State Defense Force is entitled to a leave of absence without loss of pay, time or performance rating without regard to other compensation earned during that period on all days during which the employee is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction, or when under direct military control in the performance of a search and rescue mission. The leave of absence may not exceed sixteen and one-half (16-1/2) working days in any twelve (12) month period, beginning January 1 and ending December 31.

An employee on personal leave will not go on military leave without returning to duty unless military leave is approved prior to commencement of personal leave.

The Employer will make every reasonable effort to schedule employee's day off to enable them to satisfy their military obligation.

#### **29.6 Association Leave.**

Upon application by APEA/AFT through the Director of Personnel & Labor Relations, an employee may be granted up to twenty-four (24) months leave without pay for purposes of serving as an APEA/AFT Official, provided that such leave, if approved, will not be less than six (6) months. Similarly, upon application by APEA/AFT through the Director of Personnel & Labor Relations, an employee may be granted up to twelve (12) months Association Business Leave, pursuant to Section 29.9, for the purpose of serving as an APEA/AFT Official, provided that such leave will not be less than six (6) months. The appointing authority will not unreasonably withhold approval of leave under this section.

#### **29.7 Other Approved Absence.**

Upon application and approval of the appointing authority, an employee may be granted leave of absence without pay. Such leave will not normally exceed twelve (12) continuous months. Continuous service credit will not accrue during the period of leave. Approval of said leave of absence will not be unreasonably withheld.

## **29.8 Emergency Search and Rescue Leave for Operations.**

Members participating in organized State-directed emergency search and rescue operations will continue to be in work status in their regular jobs.

## **29.9 Association Business Leave Bank.**

### **A. Cash Bank**

1. There is hereby created an Association Business Leave Cash Bank that will be administered by the State with a monthly report of the balance and withdrawals provided to the Association Business Manager. The Bank will be established by a transfer of three (3) hours of personal leave from each member after the date of signing of this Agreement and the same amount annually thereafter. All new members will be assessed three (3) hours of personal leave when the member's balance is at least one (1) day or more and the Employee has executed written authorization approving the deduction, and such leave will be transferred to the Bank.

The Association Business Manager may, at the Business Manager's discretion, increase the amount to four (4) hours. Should the Bank drop below the equivalent of one thousand (1,000) hours at the annualized average hourly rate, said hourly transfer will go to four (4) hours upon notice to APEA/AFT. APEA/AFT may lower the rate to three (3) hours when the Bank reaches three thousand (3,000) hours. Any change in the hourly rate will take effect on the sixteenth (16th) of the month following notice.

2. Each leave assessment will be converted to its dollar value at the rate of pay of the Employee from who the leave was received. Those dollars (with 34% benefit costs) will be placed in the Business Leave Bank. When Business Leave is used, dollars will be withdrawn from the Business Leave Bank equal to the hourly rate (with 34% benefit costs) of the Employee utilizing the leave times the hours taken.
3. Withdrawal from the Bank will be for purposes of contract negotiations, Executive Meetings, training sponsored by the Association, attendance at arbitration hearings as witnesses for the Association and other purposes as may be determined by the Business Manager. Withdrawals from the Bank will be made only by the Business Manager of the Association to the Division of Labor Relations on forms mutually agreed by the parties and furnished by the Association. All personal leave transferred to the Bank is final and not recoverable for recredit to an individual's personal leave account. If in the judgment of APEA/AFT insufficient hours remain in the Business Leave Bank, the Employer will grant personal leave or leave without pay for these purposes, except as noted below.
4. The release of members for Association leave duty will be handled on the same basis as release from duty for personal leave. Such release will not be unreasonably withheld by the supervisor.
5. In the event that the balance of the Association Business Leave Bank is insufficient to cover the entire time necessary for negotiations for the successor to this Agreement, administrative leave will be granted to no more than four (4) State

employee members of the negotiating committee for all time necessary for the conduct negotiations, except during periods of strike.

6. Cash withdrawals from the Bank requested by the Business Manager or his/her designee require the concurrence of the Commissioner, Department of Administration. The Commissioner will not unreasonably withhold such concurrence.

#### **29.11 Leave Administration.**

Except as provided above, the provisions of Personnel Memo 17-1 will be in effect and it is hereby incorporated as Appendix C. The Employer may update or revise the Appendix C memorandum from time to time to implement this Article. If the State chooses to update or revise the Appendix C memorandum it will provide the Association with the change(s) it intends to make and allow the Association a reasonable time to provide its input on the change(s) before a new memorandum is issued.

#### **29.12 Leave Balance Accounting.**

Leave balances will be maintained in hours. Employees who move into the Supervisory Unit will not have their leave balances inflated or deflated as a result of differences in workweek.

#### **29.13 Seasonal.**

When incumbents of seasonal positions are placed on seasonal leave without pay, such an employee remains the incumbent of the position and is not on layoff status during the period of leave without pay. Upon being placed on leave without pay, seasonal employees may elect to carry over not more than one hundred eighty-seven and one-half (187.5) hours of personal leave for use upon their return to work. Where the Employer determines that a seasonal employee will be on seasonal leave without pay for forty-five (45) consecutive days or less, the employee may elect to carry over their entire leave balance. Any additional personal leave balance will be cashed out as a lump sum. Whenever practical seasonal employees will be given fifteen (15) days' notice prior to entering seasonal leave without pay status. The Employer will provide an additional thirty (30) calendar days of health insurance for seasonal employees commencing on the first day of seasonal leave without pay.

### **ARTICLE 30 – Discipline and Notification**

#### **30.1 Employee Notice.**

The Employer agrees that with the exception of instances of egregious misconduct, including but not limited to: gross disobedience, theft, fraud, dishonesty, chemical or alcohol intoxication, being under the influence of alcohol while on the job, physical misconduct, abusive or lewd behavior, the unauthorized possession, viewing or accessing of pornography or lewd materials at work or on State equipment, or abandonment of duties, all permanent employees will be given two (2) weeks' notice or two (2) weeks' pay prior to discharge. The employee will be notified, in writing, of the reason(s) for discharge prior to termination.

In cases of suspension, the employee will be notified in writing of the reason(s) for the suspension concurrent with commencement of the action.

If the employee chooses to seek review of any of the actions taken, as enumerated above, such review will be requested in accordance with the grievance procedure.

### **30.2 APEA/AFT Notification.**

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

### **ARTICLE 31 – Availability of Parties To Each Other**

APEA/AFT and the Employer agree to meet at reasonable times for discussion of this Agreement, its interpretations or modifications. APEA/AFT and the Employer agree to designate representatives in accordance with internal procedures having authority to negotiate for their respective interests.

### **ARTICLE 32 – Conclusion of Collective Bargaining**

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

Prior to enacting any change in the terms and conditions of employment, as established by a specific provision of this Agreement, the Commissioner of the Department of Administration will obtain the approval of APEA/AFT in the form of a Letter of Agreement. Prior to enacting any change in any mandatory subject of bargaining which is not established by a specific provision of this Agreement, nor a subject of a written negotiations proposal, APEA/AFT will be notified in advance of the proposed change thereby enabling them to negotiate on that change. In addition, prior to proposing any change in the Personnel Rules, the Commissioner of the Department of Administration will allow APEA/AFT a reasonable time to make a statement of its views and suggestions concerning the desirability of the proposed changes.

### **ARTICLE 33 – Superseding Effect of This Agreement**

If there is any conflict between the terms of this Agreement and any Division of Personnel & Labor Relations memoranda or rules of the merit system, the terms of this Agreement will supersede those memoranda or rules in their application to the bargaining unit.

### **ARTICLE 34 – Conditions Not Specifically Covered**

In the event of any enactment by the legislature that creates “terms or conditions of employment”, as defined by AS 23.40.250(9), which are not specifically covered by this Agreement, the parties agree to negotiate immediately for the purpose of arriving at a mutually satisfactory supplement covering such operation.

### **ARTICLE 35 – Savings Clause**

#### **35.1 Violations.**

If an Article or part of an Article of this Agreement should be decided by a court of competent jurisdiction or by mutual agreement of the Employer and APEA/AFT to be in violation of any Federal, State or local law or if adherence to or enforcement of an Article or part of an Article should be restrained by a court of law, the remaining Articles of the Agreement will not be affected.

### **35.2 Replacement.**

If a determination or decision is made pursuant to Section 35.1 that part of this Agreement is in violation of Federal, State or local law, the parties to this Agreement will convene immediately for the purpose of negotiating a satisfactory replacement.

### **35.3 Compliance.**

Should this Agreement or any Section or Article be found not in compliance with Federal regulations and where compliance with such regulations are required as conditions for the receipt and expenditure of Federal funds, the Employer and APEA/AFT agree to immediately convene and renegotiate the Agreement, Section or Article to comply with such regulations.

## **ARTICLE 36 – Legislative Action**

### **36.1 Submission of Legislation.**

The Employer agrees to submit legislation that may be necessary to implement the monetary terms of this Agreement at the earliest possible date pursuant to AS 23.40.215.

### **36.2 Reentering Negotiations.**

If the legislation submitted pursuant to 36.1 is not passed by the end of the legislative session in which submitted, or if such legislation is rejected, the parties agree that impasse exists in accordance with AS 23.40 and the “No Strike-No Lockout” provisions will become null and void.

## **ARTICLE 37 – Legal Trust Fund**

- A. In addition to the wages paid per Article 24, the Employer agrees to pay the Alaska Public Employees Association/AFT Legal Trust Fund (hereinafter the Fund) \$12.00 per month per Bargaining Unit Member in pay status in the month in which the contribution is made.
- B. The Employer will remit the amount due for the previous month to the Fund by the tenth (10th) of each month.
- C. The Fund will be sponsored and administered by APEA/AFT and the Employer will have no voice in the amount or type of service provided by this plan, however, services provided by the Fund will not be used in actions involving or in a position adverse to the State of Alaska. The Fund will attempt to obtain the maximum service possible for the employees.
- D. This Article confers only the right to demand and enforce payment of the required contributions. Failure by the State to remit the required contribution does not give rise to any grievance or cause of action by the Association, its members or any other person for other harm or damages that might result from the failure of the State to remit the required contribution. The provision or retention of legal assistance under this Article is the sole and exclusive responsibility of the Association and/or the member. Unless such actions are taken to demand and enforce payment by the State of the required contributions, the Association agrees to defend, indemnify and hold harmless the State against any and all legal actions, orders, judgments or other decisions rendered in any proceeding as a result of the implementation of this Article.

## ARTICLE 38 – State-Owned/Controlled Housing

The parties agree that the following is the rental schedule for Bargaining Unit Members living in State-owned or State-controlled housing.

### 38.1 Factors to be Used in Determining Rent.

Dwelling Units. The following factors are to be used in the rental formula for assessing rental charges for State housing units:

- A. Rental Base: The typical rent for an unfurnished unit in Anchorage with a particular number of bedrooms.
- B. Facility Condition: The index of facility condition in terms of "Good," "Fair," or "Poor."
- C. Adjusted Rent: The figure derived from application of the facility condition index to the rental base. The adjusted rent figure will be used for the calculation of the amenities lacking and the imposition-on-privacy deductions.
- D. Required-to-Live: A deduction of 25 percent allowed for protection of property or for the convenience of the State where applicable.
- E. Imposition-on-Privacy: A deduction of 10 percent of the adjusted rent allowed for the use of a portion of the facility for State business if applicable.
- F. Amenities Lacking: Percentage of the adjusted rent to be deducted due to lack of fire and/or police protection.
- G. Geographical Differential: The coefficient used to adjust an Anchorage-based rent to a level appropriate for a specific location outside of Anchorage. See Section 9 for list of coefficients by election district.
- H. Travel Allowance: Deduction allowed for locations involving unusual transportation costs.

### 38.2 Rental Formula.

The rental formula is as follows:

$$[[[(RB \times CI) - (AL + IP)] \text{ GDF}] - TA] \text{ RTL}] + UC = \text{FCR}$$

Or calculated FCR is:

RB  
x CI  
Subtotal 1

Subtotal 1  
-(Subtotal 1 x AL) + (Subtotal 1 x IP)  
Subtotal 2

Subtotal 2

x GDF  
 Subtotal 3

Subtotal 3  
 - TA  
 Subtotal 4

Subtotal 4  
 x RTL  
 Subtotal 5

Subtotal 5  
 + UC  
 FCR

- GDF is the geographical differential factor for a particular location.
- CI is the facility index:
  - 1.0 = Good
  - 0.8 = Fair
  - 0.6 = Poor
- RB is the typical rental base for an unfurnished unit in Anchorage with a particular number of bedrooms.
- RTL is the reduction for required-to-live; when used in the formula the RTL equals .75.
- AL is the deduction for amenities lacking.
- IP is the deduction for imposition-on-privacy.
- TA is the allowance for excessive travel.
- UC is the utility charge for all units except bunkhouses.
- FCR is the formula calculated rent.

and

Amount of rent to be paid will be the lesser of the following:

- A. Twenty-five percent of employee's gross income (standby and overtime compensation excluded) as an employee of the State of Alaska; or
- B. "FCR" resulting from exercise of formula.

**38.3 Rental Base Schedule.**

Bargaining Unit Members living in State-owned or State controlled housing on or before June 30, 2018, shall continue to pay rent at their current rate in effect on June 30, 2018.

Bargaining Unit Members hired on or after July 1, 2018, shall pay the following rates:

ALL TYPES OF STRUCTURES	NUMBER OF BEDROOMS			
	0	1	2	3 or more
FY19	\$626	\$726	\$886	\$1351
FY20	\$726	\$826	\$1036	\$1492



#### Rental Base Unit Notes:

- A. Units are assumed to be unfurnished. All units are to include one (1) refrigerator, one (1) stove, one (1) washer, one (1) dryer, and window coverings.
- B. Units are assumed to be in "Good" condition. A lesser condition will be compensated for by application of the "condition index."

#### **38.4 Facility Condition.**

State housing units are classified into the following three (3) condition categories:

- A. "Good": wear and tear may be evident and/or is in need of minor repairs; insulation for winter use is adequate or heating plant capacity is able to compensate for inadequate insulation; water is reliable, adequate and safe for household use; reliable and adequate electrical service; reliable and adequate fuel available for heating, hot water and cooking needs.
- B. "Fair": wear and tear is evident and/or unit is in need of significant repair; insulation for winter use is adequate or heating plant capacity is able to compensate for inadequate insulation.
- C. "Poor": unit is marginally habitable and is in serious need of repair or insulation for winter use is less than adequate. The heating plant is not able to compensate for lack of insulation.

#### **38.5 Required to Live.**

In cases where the Commissioner of a department requests, and the Commissioner of the Department of Administration approves, an employee to occupy a State-owned or State-controlled facility for either the protection of State property or for the convenience of the State a deduction of 25 percent is allowable. In no case will the total deductions reduce the rental base more than 50 percent.

#### **38.6 Imposition on Privacy.**

In cases where the head of a department requests the use of a portion of the facility for the purpose of accommodating official visitors, for use as office space, or for the general convenience of the public, a deduction of 10 percent of the adjusted rent is allowable. Only one (1) deduction is allowed per agency per location. In no case will the total deductions reduce the rental base more than 50 percent.

#### **38.7 Amenities Lacking.**

A deduction from the adjusted rent equal to 2 percent will be allowed for lack of fire and/or police protection, up to a maximum of 4 percent for the unit in question. In no case will the total deductions reduce the rental base more than 50 percent.

#### **38.8 Travel Allowance.**

In some cases, the State supplies quarters to its employees in locations where minimal community services are available only at some distance from the location of the quarters. In this situation the Department of Administration will grant a deduction from the chart listed below, to

offset the direct economic effects of the unusual transportation costs incurred. The nearest established community as defined in this section is to be used as the base community for calculating the deduction. A community must be deficient in more than one (1) of the listed services if a town farther away is to be selected as the base for calculating the distance deduction.

<b>Distance in miles, one (1) way for surface travel or air travel if surface travel not available</b>	<b>Maximum monthly deduction</b>
Less than 10 miles	No deduction
10 but less than 20	\$ 15.00
20 but less than 30	\$ 25.00
30 but less than 40	\$ 35.00
40 but less than 50	\$ 45.00
50 but less than 60	\$ 55.00
60 but less than 70	\$ 65.00
70 but less than 90	\$ 80.00
90 but less than 110	\$ 95.00
110 and more miles	\$ 110.00

For purposes of calculating a deduction under this Section, an established community is a population center offering the minimal community services listed below on a year-round basis, or alternatively, approximately the same seasonal basis as the occupancy of the State rental quarters under consideration. Conformity with this definition, without regard to population size or other criteria is the sole basis for identification of an established community.

<b>SERVICES</b>	<b>MINIMUM</b>
Medical	Physician, one (1) dentist
Educational	Public elementary and high school (unless transportation is provided without charge, to a borough, or district school)
Shopping	Grocery, drugs, clothing, hardware and general household needs
Religious	Congregation of two (2) faiths, or denominations
Public Transportation	Connection with at least one (1) major town or city by common carriers (i.e., trucking, airport, bus)

In no case will total deductions reduce the rental base more than 50 percent.

### **38.9 Geographical Differential Factors.**

Note: These ratios are derived from AS 39.27.020 and will be adjusted as required in accord with Article 24.3.

**38.10 Utility Charge.**

The utility charge will be two hundred and fifty (\$250.00) per month for all units.

**38.11 Mobile Home Pad Rental Rate.**

The rental rate for mobile home pads will be fixed at one hundred and seventy-five (\$175.00) a month and is not subject to reduction or increase by geographic differential.

**38.12 Damage Deposit.**

A damage deposit equal to the first month's rent is required for each unit. This deposit is refundable in full or part based on the condition of the unit, allowing for reasonable wear and tear, at the time of final inspection.

**38.13 Clean-Up Deposit/Mobile Home Pads Only.**

A clean-up deposit of two hundred and fifty dollars (\$250.00) for each mobile home pad is required for utility disconnect and pad clean-up. This deposit is refundable if upon inspection the pad is found to be clean and free of debris.

**38.14 Payroll Deductions/Disputed Amounts.**

Rent and utilities will preferably be paid by payroll deduction. If a dispute between the State and an employee develops concerning the unit's condition as provided for in Landlord-Tenant Act, payment will continue, and the State agrees to establish a separate account into which monthly rent will be deposited until the dispute is resolved. When a settlement is reached, the disputed funds will be disbursed appropriately.

**38.15 Bunkhouse Rental Rates.**

The standard bunkhouse room rental rate will be one hundred and five dollars (\$105.00) a month for each occupant.

There will be no charge for utilities to bunkhouse residents. All bunkhouse units will be furnished. No damage deposit will be required of bunkhouse residents.

**38.16 Pet Limitation.**

Employee occupants who own pets will ensure that their pets are not nuisances and do not create unsanitary conditions in/around quarters. All pets must be leashed or otherwise under direct control of their owners while on State-owned or State-controlled premises. The number of pets shall be limited to two (2). Ownership of kennels, dog teams, livestock, horses and other exotic pets is prohibited on State-owned or State-controlled premises. Owners of pets are responsible and liable for injury, damage or loss caused by their pets.

**ARTICLE 39 – Printing of the Agreement**

The parties agree that an APEA/AFT representative and a person appointed by the Employer will meet and mutually agree on the format, size, and specifications of the Agreement to be printed. The Employer shall be responsible for making the Agreement available on the State's website within ninety (90) days of the signing of the Agreement. APEA/AFT will be responsible for the distribution of the copies to its membership and such copies may be distributed during working hours.

## **ARTICLE 40 – Duration of the Agreement**

### **40.1 Effective Dates.**

This Agreement will become effective on July 1, 2018 and will continue in effect until June 30, 2021.

### **40.2 Negotiations for a Successor Agreement.**

Either party may give written notice during the period from October 1, 2020, until October 31, 2020, of its desire to negotiate a new agreement. Negotiations will commence on or after December 1, 2020.

## APPENDIX A

# MEMORANDUM

## STATE OF ALASKA

Department of Administration

**TO:** All Personnel Officers

**DATE:** September 27, 1979

**PHONE:** 465-4404

**FM:** Sandra Withers  
Director  
Division of Personnel and Labor Relations  
Department of Administration

**SUBJECT:** GGU 77-36  
**Merit Increases**

As you are all aware, for many years merit increase have been granted or not granted based on two criteria:

1. The employee must have received, "an overall performance evaluation of "Acceptable" or better on their merit anniversary date;" and
2. The employee "has demonstrated satisfactory service of a progressively greater value to the State."

While the first criterion can be objectively determined, once a performance evaluation has been prepared, the second criterion requires a subjective judgment. But while managers are asked to exercise judgment in this area, these judgments must be made responsibly and consistently.

To this end, the arbiter interpreted the phrase, "satisfactory service of a progressively greater value to the State" to include the following elements:

1. Duration;
2. Effect of the employee's performance on the agency's goals and objectives; and
3. "Job behaviors" as they are related to the employee's duties or responsibilities. The first element - duration - is explained simply:

An employee must be on the job for a sufficient duration to achieve specified goals and to provide a sufficient amount of time for evaluation.

On a practical level, the arbitrator found that an employee who was on approved sick leave for almost six months of the rating period nevertheless had sufficient "duration" to be considered for a merit increase. But in another instance, an employee who worked less than four months of the twelve-month period (due to their dismissal and subsequent reinstatement) did not have sufficient "duration" to qualify for a merit increase. However, in the vast majority of instances, the fact that an employee has reached their merit anniversary date means that the "duration" aspect of progressively more valuable service has been satisfied.

The second element of "service of progressively greater value" is the effect of the employee's performance on the employing agency's goals and objectives. This requires gauging how well an

employee's efforts have furthered specific objectives of the Employer through meeting definite work goals.

The "achievement of expected results" approach was heavily emphasized by the arbitrator. Where management failed to evaluate work results and instead wrote an "Acceptable" evaluation that described only the employee's efforts or personal characteristics, the arbitrator found it improper not to grant a merit increase. In one such instance he stated:

This employee's performance evaluation is another example of management's failure to translate departmental objectives into specific work assignments. But the vaguely drafted performance evaluation should not inure to the detriment of the employee, especially when such a report would lead an employee to conclude that their performance was virtually flawless.

Employees must know what results are expected of them and be evaluated on their achievements of these results.

The third element of progressively more valuable service is the category of "job behaviors" as these relate to the employee's duties and responsibilities. "Job behaviors" may include such things as the employee's:

- safety record
- use of sick leave
- thoroughness
- record of meeting deadlines
- punctuality
- prioritization of work
- speed
- public relationships
- acceptance of new assignments
- written communications
- efficiency
- etc.

The relevant job behaviors will differ from job to job. It is understood that a good safety record is more important for a Firefighter Guard than it is for an Accounting Technician. Similarly, effectiveness of written communications is a bona fide requirement for being a Grants Administrator, but is not required of a Mail Clerk Carrier. In this third aspect of progressively more valuable service the emphasis is again on the employee's performance. "Job behavior" describes what the employee did, not what the employee is capable of doing.

Perhaps as important is a description of the criteria to use when making decisions about merit increases is a look at some standards that should not be used as the basis for these determinations. Among the improper standards found were:

- lack of funds
- "outstanding" performance only
- "definitely superior to others"
- "performance far above the listed job characteristics"
- a quota of only one merit increase recommendation per supervisor per year
- ten percent of employees
- perfection
- salary range of employee ("there is no different standard set for an employee because they are at range 18")
- employee's status: probationary or permanent

In a couple of instances, the arbitrator overturned decisions to not award merit increases because the employees in question had previously received merit increases with identical or worse performance evaluations.

The standards to be used in awarding a merit increase are set, in part, by practice. If an employee with a bad attitude towards the job and a problem with punctuality is awarded a merit increase, then Management has set a standard for further merit increase awards to that individual. If we ask for improvement in these areas and the employee does not improve, then a merit increase may justifiably not be granted.

But not awarding a merit increase when significant improvements have been made is inconsistent, and borders on the arbitrary.

In general, the "box score" on the evaluation took a backseat to the narrative. Attainment of a "Mid-acceptable" or "Highly acceptable" overall rating did not necessarily assure an employee of receiving a merit increase. Instead, the arbiter examined the narrative in light of employment history and job classification to determine whether the employee's service was of a "progressively greater value to the State." Twenty-one of twenty-nine "Mid-Acceptable" evaluations submitted were found to have correctly recommended "continued employment." One of the nine "High Acceptable" evaluations justifiably did not recommend a merit increase. But neither of the two employees with "Low-Acceptable" evaluations were awarded merit increases. In one of these cases, interpersonal relationships were completely unsatisfactory; in the other case, eleven of the employee's eighteen sick leave days occurred before or after their scheduled day off.

Disciplinary action during the rating period was a factor in eight of the cases presented. The discipline ranged from verbal and written reprimands for tardiness to a three-day suspension for damaging a State vehicle while operating it. In all eight cases, the arbitrator upheld the State's determination that merit increases had not been earned. He stated:

Denial of a merit increase . . . should not be viewed as punishment. Merit increases are not used to punish recalcitrant workers but rather to reward workers who obtain an "Acceptable" performance evaluation and provide the Employer with service of progressively greater value.

In short, our current performance evaluation system, as expressed in the "Rater's Guide to Performance Evaluation," is appropriate. It is entirely permissible to continue our present practice of noting sick leave hours used on the performance evaluation form, and of having Division Director review of the draft report prior to the rater discussing it with the employee. We are not required to automatically award merit increases to employees whose performance is simply "Acceptable." The arbitrator determined that, "a merit increase is not a right nor compensation automatically conferred on an employee. Its purpose is to reward an employee..."

It is hoped that the foregoing will assist you in administering the performance evaluation system in your department. Please feel free to call on the Labor Relations staff if you have specific concerns that have not been addressed.

**APPENDIX B**

**Designation of Floating Holiday**

Having agreed to the terms of Article 26 C, the holiday, observed on \_\_\_\_\_

will be considered a floating holiday for the following employee:

PCN: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Immediate Supervisor: \_\_\_\_\_

Date: \_\_\_\_\_

cc: Payroll Services



## APPENDIX C

### Administration of Leave

# Memorandum

Department of Administration  
DIVISION OF PERSONNEL AND LABOR RELATIONS

To: All Human Resource Managers

From: Kate Sheehan, Director  
Division of Personnel and Labor Relations

Date: July 1, 2016

Subject: Personnel Memorandum 17-1  
Administration of Leave  
(Supersedes Personnel Memorandum 00-2)

This memorandum is being issued as a result of changes to laws, regulations, and policies and to document procedural changes due to the advancement of technology. This memo is intended as a general guide for the administration of leave. These provisions are subject to individual collective bargaining agreements and the complaint/grievance procedures therein.

For purposes of this memo, the term “employee” shall refer to all bargaining unit members and individuals covered by the Leave Rules who accrue leave. **AS 39.20.330** prescribes that the Department of Administration will provide forms for maintenance of leave records by departments and agencies and that those records are subject to annual audit and approval by the director of personnel. The electronic records maintained through AKPAY and its successor system, IRIS HRM, in addition to reports generated through ALDER meet the intent and purpose of this requirement.

#### **1. Application for Leave of Absence**

Applications for leave will be made on Leave Request/Report form (02-035). With the implementation of IRIS HRM, this form will be replaced with an electronic request and approval process. Leave requests and approvals should be retained for reference and audit purposes for a period of at least three years.

#### **2. Accumulation and Use of Personal or Annual Leave**

Refer to individual collective bargaining agreements or the Leave Rules, as applicable, for minimum use and maximum accruals. When an employee moves to a new collective bargaining unit, the provisions of the new agreement cover that employee. Therefore, an employee who has been employed for the full leave year, January 1 to December 31 of the same calendar year will be covered by the provisions of the current agreement or, in the case of an employee moving into a position not covered by a collective bargaining agreement, the provisions of the Leave Rules - unless the agreement under which the employee had been covered provides otherwise.

### **3. Accumulation and Use of Sick Leave**

Refer to individual collective bargaining agreements.

### **4. Annual Leave Conversion to Sick Leave**

When the appointing authority is satisfied that an absence was for medical reasons, annual leave can be converted to sick leave only when an employee becomes so sick or injured while on annual leave that hospitalization occurs or the services of a physician are required. The appointing authority may require that the request for conversion to sick leave be supported by a written statement from the attending physician that the employee would have been unable to perform the employee's duties had the employee not been on annual leave.

### **5. Sick/Medical Leave Payment**

An employee on approved sick/medical leave shall receive payment at the employee's regular rate of pay to the extent the employee has accrued leave.

Employees with personal leave may have access to banked medical leave under the provisions of their collective bargaining agreement or the Leave Rules, as applicable.

If wage continuation payments are made to the employee under the Alaska Workers' Compensation Act the amount of such payments shall be deducted from payments for sick/medical leave. In such cases, accrued leave shall be charged only in the amount that payment is made for sick/medical leave.

### **Workers' Compensation**

Workers' Compensation will be handled in conjunction with leave in the following manner:

- a. First, accrued sick/personal leave will be used to the extent that these payments, when added to Workers' Compensation payments, equal regular pay. Sick/personal leave is prorated in charging against the employee's accrued sick/personal leave.
- b. Second, accrued annual leave will be used to the extent that these payments, when added to Workers' Compensation payments, equal regular pay. Annual leave is prorated in charging against the employee's accrued annual leave.
- c. Third, leave without pay may be granted to an employee who has exhausted all available leave.
- d. Annual/personal and sick leave, when used in conjunction with Workers' Compensation payments, will be charged on a prorated basis. Leave without pay is recorded for the portion of time covered by the Workers' Compensation payment. For example:

**Wage per week is \$400.00:**

Workers' Compensation pay is \$200.00.

Leave will be charged on a 50 percent basis, or 2.5 days for each five days of absence.

**Wage per week is \$490.00:**

Workers' Compensation pay is 65 percent or \$318.50.

Leave will be charged on a 35 percent basis, or 13.13 hours leave for five days absence.

e. An employee receiving Workers' Compensation payments must be instructed to retain the payment. The State's insurance carrier will notify the Division of Finance of the amount and duration of Workers' Compensation payments so the adjustments in d. above can be made.

NOTE: The Public Safety and Alaska Correctional Officers Bargaining Unit agreements contain separate and unique provisions.

**6. Accrual of Leave While on Paid Leave**

An employee shall accrue sick and annual leave or personal leave while on paid, approved leave; however, it cannot be used before it has been earned and posted on the employee's leave record.

**7. Family Leave**

Refer to AS 39.20.305, individual collective bargaining agreements, and the Alaska Administrative Manual.

**8. Termination While on Leave**

If an employee resigns while on annual/personal leave (for non-medical reasons), or resigns without at least 14 calendar days' notice upon return from such leave no leave accrual shall be credited for the period of leave. If an employee resigns while on leave, the termination date becomes the last day worked. When either condition exists, the remarks on the Personnel Action shall be "Resigned while on leave, no accrual due."

If the appointing authority approves a leave of absence for an employee after receiving a letter of resignation, leave accrual is credited, however, the employee must be in work status, not on leave, on the last day of employment. Any sick leave taken after a letter of resignation has been accepted should be supported by a physician's statement, unless the appointing authority is satisfied that the absence is for bona fide sick/medical leave.

If an employee is on paid leave, due to illness or injury, and is ultimately unable to return to work (must separate from State service), the period of leave is not considered terminal leave. Regardless of the source of paid leave used in conjunction with the absence, the entire period of paid leave is treated as "sick/medical" leave for purposes of leave accrual.

**9. Legal Holidays During Periods of Paid Leave**

When an employee is in pay status, including approved paid leave, immediately preceding and following a legal holiday the day shall be recognized as a paid holiday and shall not be charged to leave.

## **10. Court Leave**

Refer to AS 39.20.270 and individual collective bargaining agreements or the Leave Rules, as applicable. Compensation for services received from the court must be returned to the departmental fiscal office in order for the employee to receive full pay for the period of court leave. An employee may keep the compensation from the court if on approved annual/personal leave, if serving on a regular day off, or if serving during unscheduled hours.

## **11. Leave Anniversary Date**

An employee's leave anniversary date shall be the beginning of the pay period immediately following the pay period in which the employee completes the prescribed period of full-time service or the 16th of the month immediately following the date upon which the employee was appointed, dependent upon the provisions of the Leave Rules or the appropriate collective bargaining agreement, as applicable. The leave anniversary date of an employee shall be set forward one month for any leave without pay totaling 23 working days in any leave year.

Leave without pay in conjunction with military service under AS 26.10.060 or the Uniformed Service Employment and Re-employment Rights Act shall not affect the employee's leave anniversary date.

## **12. Legal Holidays and Leave**

- a. If an employee is in full leave without pay on the last work day before or the first work day following a holiday, the employee is considered to be on leave without pay for the holiday unless the employee works on the holiday.
  
- b. When an employee is in pay status for any portion of the last work day immediately preceding the holiday and the first work day immediately following the holiday, the holiday shall be credited for pay purposes.
  
- c. An employee may not be paid for a holiday which falls before the effective day of appointment, return from seasonal leave without pay, or return from layoff. However, if the holiday is the first day counted as a work day in the pay period, and the employee is not on leave without pay for the next entire work day, the employee is paid for the holiday.
  
- d. An employee may not be paid for a holiday which falls after the effective date of separation. However, if the separation is effective on a holiday because: (a) the employee worked on the holiday, (b) the employee is being appointed to another position or retired on the next work day, or (c) the holiday is the last day counted as a work day in the pay period and the employee was paid for any part of the preceding work day, the employee will be paid for the holiday.
  
- e. Temporary or nonpermanent employees do not receive holiday pay except as it may have been negotiated into a collective bargaining agreement.

**13. Leave Accrual for Periods of Unauthorized Leave**

There shall be no accrual of personal, annual or sick leave during a pay period in which the employee is absent without approved leave (unauthorized LWOP). Implementation of unauthorized LWOP will be subject to the complaint/grievance procedures established in the collective bargaining agreement.

**14. Leave Accrual for Partial Pay Periods**

Personal, annual and sick leave accrual for eligible employees working less than a full pay period (except as provided in 13 above) is prorated accordingly.

**15. Leave Accrual and Deductions**

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.

**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. If one full workday or more is imposed, it is considered a suspension and processed as such through the creation of a personnel action.

For employees who are FLSA exempt, leave without pay for disciplinary purposes (suspension) may not be in increments of less than one work week block of time except for instances of major safety violations.

d. Unauthorized LWOP: Leave without pay for period of absence without approved leave is charged without regard to accrued leave on record.

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 day of the pay period.)

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 notify the Division of Personnel and Labor Relations of the need 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 31. 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, pay increment date and merit anniversary date are advanced one month for each accumulation of 23 days of LWOP in the leave year (from January 1 to the following December 31) 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

The following letter of agreement is carried forward for the life of this agreement unless cancellation is mutually agreed between the parties:

### **Alternate Workweek Master Agreement**

It is hereby agreed and understood between the parties that the following terms and conditions of employment will apply to those Employees who obtain approval for assignment to an alternative work schedule option. All provisions of the collective bargaining agreement not modified herein will remain in full force and effect.

The following terms and conditions apply to all alternative workweek schedules described below:

1. Management reserves the right to make final determinations concerning individual scheduling; the employee's wishes will be considered before final determination is made.
2. Employees will be assigned staggered work hours and days in order to ensure coverage of the Monday through Friday, 8:00 a.m. to 5:00 p.m. open office hours.
3. Individual work schedules established as a result of this Agreement may be changed only with the written prior approval of the Supervisor.
4. **Article 25.1-Workweek** will be defined by the specific assignment worksheet. Overtime will apply to overtime eligible employees for hours worked in excess of forty (40) hours per workweek.
5. Leave will be charged hour-for-hour based on the hours the employee was scheduled to work. Employees will accrue Personal Leave at the regular rate.
6. Employees will be allowed relief periods as provided in **Article 13.3**. If a shift is greater than ten hours, each employee will be entitled to an additional relief period. The parties understand that no more than three such relief periods may be taken during any shift greater than ten hours. Relief breaks may not be combined, nor taken at the end of a shift.
7. **Article 26 (B)-Observance of Holidays**, shall be revised and replaced as follows:  
A designated holiday will normally be observed on the calendar day on which it falls, except that if the holiday falls on a bargaining unit member's regularly scheduled day off (RDO), the day of observance of the holiday will be rescheduled to another day within the workweek.

If a designated holiday falls on a bargaining unit member's scheduled day of work (including when rescheduled) and the employee observes the holiday, the difference between the eight (8) hour holiday and the scheduled hours of work for that day will, at the member's request and business permitting:

- A. be added to other days within the workweek; or



B. be taken as Personal Leave in order to maintain the established schedule.

8. Employees may be assigned to a workweek of five (5) eight (8) hour days when travel assignment, staff training sessions or other reasons require such scheduling.

The following terms and conditions describe the alternative work schedules agreed to under this agreement:

Alternative Workweek Schedule #1:

Workdays will consist of eight (8) days of nine (9) hours each, plus one (1) day at eight (8) hours with the tenth day off, for a ten (10) day, eighty (80) hour "work period", with a one (1) hour or one half ( $\frac{1}{2}$ ) hour lunch break each working day.

Alternate Workweek Schedule #2:

The workweek will normally consist of four (4) consecutive work days of 10-hour shifts, followed by three consecutive days off. Specific written schedules will be established by the Supervisor in writing for each individual, with either a one (1) hour or one-half (0.5) hour lunch break.

The schedules can be found at: <http://doa.alaska.gov/dop/resources/hrforms/> or

Alternate Work Week SU Schedule 1:

<http://doa.alaska.gov/dop/fileadmin/LaborRelations/pdf/loa/SUAlternateWorkweekOption1.pdf>

Alternate Work Week SU Schedule 2:

<http://doa.alaska.gov/dop/fileadmin/LaborRelations/pdf/loa/SUAlternateWorkweekOption2.pdf>

## **APPENDIX E**

### **Salary Schedules**

The appropriate Salary Schedules can be found at:

[http://doa.alaska.gov/dof/payroll/sal\\_sched.html](http://doa.alaska.gov/dof/payroll/sal_sched.html)

## **APPENDIX F**

### **LETTER OF AGREEMENT**

between the

**STATE OF ALASKA**

and the

**ALASKA PUBLIC EMPLOYEES ASSOCIATION**

representing the

**SUPERVISORY UNIT**

**18-SS-200**

#### **Re: Administration of Furloughs**

#### **RECITALS:**

To establish rules pursuant to which employees in the Supervisory Bargaining Unit (SU) will be subject to furlough, the State of Alaska (State) and the Alaska Public Employees Association (Union), agree as follows:

1. The furlough provisions of 2 AAC 07.407 shall apply to SU employees covered under the Collective Bargaining Unit (CBA) for fiscal year 2019. However, notwithstanding anything in 2 AAC 07.407 to the contrary, full-time SU employees shall be subject to 16.0 hours of furlough. During the furlough hours, the employee shall be treated as if in pay status relative to the effect on probationary period, leave accrual, health insurance, holiday pay and merit anniversary dates.
2. An employee who was hired on or before December 31 of a fiscal year shall be required to fulfill the 16.0 hours furlough requirement for that fiscal year. An employee who was hired between January 1 and June 30 of a fiscal year shall be required to fulfill an 8 hours furlough requirement during that fiscal year.
3. Employees working a reduced workweek of 30-40 hours shall have their furlough requirement prorated based upon the number of hours the member is regularly scheduled to work.
4. SU employees in seasonal positions of less than 12 months duration and part time employees working less than 30 hours per week will not be subject to the furlough requirement set forth in this Letter of Agreement.
5. Employee requests to schedule furlough hours at the employee's convenience require the prior approval of the supervisor. Such requests shall be given full consideration and, to the extent practicable, approved. However, the parties agree that the final decision with regard to

approval or disapproval of any employee request will be based on the supervisor's evaluation of the needs of the job.

6. Supervisors may direct an employee to take a furlough to satisfy the requirement by giving two weeks' notice prior to the scheduled date of the furlough. If the supervisor fails to provide two weeks' notice, the furlough can still be scheduled by mutual consent between the supervisor and the employee. Furloughs scheduled at the supervisor's initiation may not be for more than one work day in a pay period.
7. Employees may utilize the leave cash-in provision set forth in Article 29.1(I) of the CBA to offset, in whole or in part, the impact of the furlough. Any employee cash-in made in connection with a furlough shall be subject to all of the existing rules and conditions of Article 29.1(I).
8. Time taken as furlough hours shall not be considered time worked for the purpose of calculating overtime.
9. Bargaining unit members who as of July 1, 2018 would be eligible to retire within five years, based on the applicable early or normal retirement criteria for the pension plan tier, may elect to forfeit 22.5 hours of accrued personal leave to negate the obligation to take 16.0 unpaid furlough hours for that year.
10. No other provisions of the Collective Bargaining Agreement are modified by this Letter of Agreement.

**FOR THE STATE OF ALASKA:**

**FOR APEA/AFT (AFL-CIO):**

\_\_\_\_\_  
Nancy Sutch, Deputy Director  
Division of Personnel & Labor Relations  
Department of Administration

\_\_\_\_\_  
Pete Ford  
Business Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX G

### LETTER OF AGREEMENT

between the

**STATE OF ALASKA**

and the

**ALASKA PUBLIC EMPLOYEES ASSOCIATION**

representing the

**SUPERVISORY UNIT**

**16-SS-152 (Amended)**

### Regarding Treatment of Employees Frozen Under Section 24.03

1. The following language shall be stricken from Section 24.03 of the Collective Bargaining Agreement (CBA) effective July 1, 2016:

In those instances where a geographic differential was lowered effective July 1, 2011, the salaries of affected Bargaining Unit Members except in the case of a demotion, will be frozen for so long as they remain in their current geographic differential area, or until salary increases or changes in the Bargaining Unit Member's position result in the member receiving a higher salary than the frozen amount. In the case of a demotion, the member's geographic differential will be frozen at the rate in effect prior to implementation of the study.

2. The following employees (Pay Override Employees) as of the date of this Letter of Agreement (LOA) have wage rates that are above the range and step for their respective classifications, have had their wage rates frozen throughout the term of the predecessor CBAs, and are on pay override as a consequence of changes in their geographical differentials:

~~Gary Mullen~~  
~~Lisbeth Conrad~~  
~~Corey Swanke~~  
~~Dennis Bishop~~  
~~Myron Hosier~~  
~~Jeffrey Gross~~  
John Hoffman  
~~Jeffrey Hermanns~~  
Brandy Baker

The struck through names are no longer subject to the wage rate freeze.

3. Such Pay Override Employees shall become eligible for wage increases as of July 1, 2016 and continuing throughout the term of the CBA.
4. Any applicable wage increases for these Pay Override Employees, whether through merit, pay increments, or cost of living increases, will be administered in accordance with the terms of the CBA as though such employees were not subject to a wage freeze.
5. Merit increases will be applied as of the Pay Override Employee's merit anniversary date in the amount appropriate for the employee's range and step had the employee's wage rate not been frozen.
6. Pay increments will be applied as of the Pay Override Employee's pay increment date in the amount of 3.25 percent, as though the employee's wage rate had not been frozen.

Date: \_\_\_\_\_

\_\_\_\_\_  
Emily Wright, State of Alaska

Date: \_\_\_\_\_

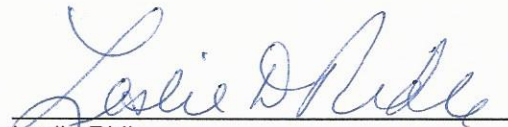
\_\_\_\_\_  
Pete Ford, Alaska Public Employees Association

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**For the State of Alaska:**



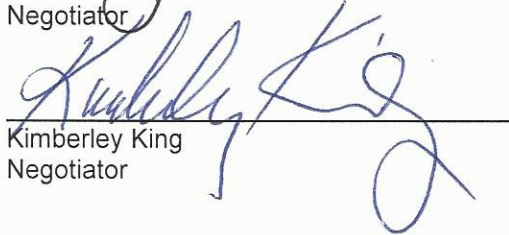
Leslie Ridle  
Commissioner  
Department of Administration



Nancy Sutch  
Chief Spokesperson



Nicole Lynch  
Negotiator



Kimberley King  
Negotiator

**For Alaska Public Employees  
Association/AFT:**



Pete Ford  
Business Manager, Chief Spokesperson



John White  
APEA/AFT President/Southeast Negotiator



Bob Murphy  
South Central Negotiator



Walter Evans  
Northern Negotiator



Jeff Kasper  
Alternate



Jay Bryan  
Alternate

Sean Martines  
Alternate