

**COLLECTIVE BARGAINING AGREEMENT**  
**between the**  
**STATE OF ALASKA**  
**and the**  
**PUBLIC SAFETY EMPLOYEES ASSOCIATION**  
**representing the**  
**PUBLIC SAFETY OFFICERS UNIT**

**July 1, 2011-June 30, 2014**



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## **PREAMBLE**

This Agreement entered into by the State of Alaska and the Public Safety Employees Association; AFSCME Local 803 has as its purpose the promotion of harmonious relations between the Employer and the Association; the promotion of efficiency and economy in service to the citizens of the State; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other terms and conditions of employment.

## **ARTICLE 1 - DEFINITION OF TERMS**

### **1.01 - 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 the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

### **1.02 - Definitions**

- A. "Association" means the Public Safety Employees Association; AFSCME Local 803 (PSEA).
- B. "Bargaining Unit" in this Agreement means the Public Safety Officers Unit (PSOU), as described in and subject to the provisions of Article 15.01, and consisting of those classifications deemed appropriate by mutual consent or additional classifications deemed appropriate by the Alaska Labor Relations Agency.
- C. "Class Action Grievance" means a grievance in which a member is grieving actions/nonactions of any individual other than his/her immediate supervisor, or one in which the action/nonaction of two (2) or more immediate supervisors in separate posts (work locations) are being grieved.

Common class action grievance is one in which two (2) or more members are grieving the same action/nonaction of their immediate supervisor and may be entered after Step One is completed.

Association class action grievance is one in which an alleged grievance action/nonaction occurs. This may be filed by the Association on behalf of the member and entered at Step Three.

- D. "Class Specification" is a written statement of duties and responsibilities that are characteristic of a class of positions and includes the education, experience, knowledge and ability required to perform the work of the class of positions. Those duties shall be specifically enumerated.
- E. For the purpose of seniority and layoff (Articles 11 and 18 of this Agreement), the following will be considered "job classification series":
  - 1. Court Services Officers
  - 2. Deputy Fire Marshals I
  - 3. Trooper Recruits, Troopers, Corporals, and Sergeants (Troopers)
  - 4. Airport Police and Fire Officers I - IV (Airport Police and Fire Officers)
- F. "Day(s)" as used in this Agreement providing time constraints on the parties means calendar days exclusive of holidays unless otherwise specified herein.
- G. "Employer" means the State of Alaska.
- H. "Holiday" in this Agreement means:
  - 1) The first day of January, known as New Year's Day;
  - 2) The third Monday in January, known as Martin Luther King, Jr.'s Birthday;
  - 3) The third Monday in February, known as President's Birthday;
  - 4) The last Monday in March, known as Seward's Day;
  - 5) The last Monday in May, known as Memorial Day;
  - 6) The fourth day of July, known as Independence Day;
  - 7) The first Monday in September, known as Labor Day;
  - 8) The eighteenth day of October, known as Alaska Day;

- 9) The eleventh day of November, known as Veterans Day;
  - 10) The fourth Thursday in November, known as Thanksgiving Day;
  - 11) The twenty-fifth day of December, known as Christmas Day;
  - 12) Every day designated by the Governor of Alaska as a legal holiday for all State employees;
  - 13) Beginning in 2012, one additional day per year shall be treated as a floating holiday and shall be credited to the member's leave account on the first day of the second pay period in July.
- I. For the purpose of seniority and layoff (Articles 11 and 18 of this Agreement), the term "job classification" will mean the job titles that comprise the "job classification series" listed above (e.g. Court Services Officer, Trooper Recruit, Trooper, Sergeant, Airport Police and Fire Officer II, etc.).
  - J. "Member" in this Agreement means a person in the State service who is paid a salary or wage and holds probationary or permanent or nonpermanent status working in a job class that has been designated by the Alaska Labor Relations Agency as within the Public Safety Officer's Bargaining Unit.
  - K. "Nonpermanent Employee" in this Agreement is as defined in AS 39.25.200.
  - L. "Pay Status" in this Agreement encompasses work time and paid leave time.
  - M. "Personal Effects" in this Agreement shall include all personal property and possessions.
  - N. "Personnel File" in this Agreement 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.
  - O. "Sea duty" in this Agreement means a period longer than twenty-four (24) hours during which a member is living aboard a vessel (i.e., eating, sleeping, and working) while the vessel is away from its home port. The vessel must provide permanent and reasonable



facilities for two or more, including cabin, bunks, stove, cooking facilities, commercial toilet, and fresh water.

- P. "Shore duty" in this Agreement is that time worked on shore at the member's home port or while his/her vessel is tied up at the member's home port.
- Q. "Duty Station," as that term is used in this agreement, is defined as the city, town, or village where a member spends the major portion of his or her working time or the place to which the member returns upon completion of a special assignment.
- R. "Transfer" in this Agreement means the voluntary or involuntary assignment or reassignment of a member's work location that requires, as reasonably determined by either the department or the member, a change in residence address.

## **ARTICLE 2 - RECOGNITION**

### **2.01 - General Recognition**

The State of Alaska, hereinafter referred to as the Employer, recognizes the Public Safety Employees Association AFSCME Local 803, hereinafter referred to as the Association, as the exclusive representative of all permanent, probationary, and nonpermanent employees in the Bargaining Unit for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment.

### **2.02 - Exclusive Representation with the Association**

The Employer shall not negotiate or handle grievances with any individual or employee organization other than the Association or its designee with reference to terms and conditions of employment of members in the Bargaining Unit. When individuals or organizations other than the Association, or its designee, request negotiations or handling of grievances, they shall be advised by the Employer to transmit their request to the Association. Similarly, the Association, or its designee, shall advise any individuals or organizations seeking to negotiate or handle grievances that the Association, or its designee, is the exclusive representative of members of the Bargaining Unit and shall be the only agency to approach the Employer on these matters. However, nothing contained herein shall be construed to, in any way, deprive members of rights as provided by law.

### **2.03 - Representation of Nonpermanent Employees Recognized**

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. The Employer and Association agree that all determinations concerning the terms and conditions of nonpermanent employment shall be in accordance with the Personnel Rules and Legislative Enactments except as provided for in this Agreement.

- A. All nonpermanent employees shall meet the criteria for nonpermanent employees set out in Alaska Statutes 39.25.150, 39.35.680, 39.25.195, 39.25.197, 39.25.198, 39.25.200.
- B. An individual hired into a class covered by this Agreement as a nonpermanent employee must perform the work of that class and may not be paid less than the entry salary step of the range assigned to the class in which he/she is to work.
- C. Nonpermanent employees are only covered by the holiday, personal leave accrual and uniform and clothing allowance provisions of this Agreement and the Personnel Rules.
- D. Nonpermanent employees who begin a shift and are then sent home during the first (1st) half of the shift shall receive four (4) hours pay or payment for their normal hours of work, whichever is less. Nonpermanent employees who are sent home during the second (2nd) half of a shift shall receive eight (8) hours pay or payment for their normal hours of work, whichever is less.

#### **2.04 - Union Representatives and Board Members**

- A. PSEA will provide a list of Union Representatives to the Director of Personnel & Labor Relations twice per year. PSEA will also provide to the Director of Personnel & Labor Relations a current and up-to-date list that identifies the individuals who occupy offices on PSEA's Executive Board, the offices occupied by these individuals, and the expiration date of their respective terms of office. The Employer will only recognize an employee as a Union Representative or a Board Member if PSEA has informed the Employer, in writing, of the employee's name and the location for which s/he has been designated as a Union Representative or Board Member.
- B. With the exception of layoff procedures and post closures, the State agrees that members of PSEA's DPS Executive Board are not subject to involuntary transfer during the term of their respective office. The specific titles of the DPS Executive Board are: President, North Vice President, Western Vice President, Southcentral Vice President, Southeastern Vice President and Secretary/Treasurer.
- C. A Union Representative chosen by PSEA shall 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 PSEA and its membership.
- D. All time spent in Association activities during a Union Representative's or Board Member's scheduled work hours will be recorded on the Representative's or Member's time sheet as business leave.

E. Association business leave will be noticed as much in advance as is practicable.

### **ARTICLE 3 - ASSOCIATION SECURITY**

#### **3.01 - Condition of Employment**

It shall be a condition of employment that all members presently holding a position covered by this Agreement shall become and remain a member of the Association for the life of this Agreement. Members of the Association in good standing on the effective date of this Agreement shall remain members in good standing for the life of this Agreement. Members hired on or after its effective date shall on the thirtieth (30th) day following the beginning of employment become and remain members in good standing for the life of this Agreement or pay to the Association an agency fee in an amount determined by the Association to meet expenses chargeable to the fee payer.

#### **3.02 - Noncompliance**

Upon the written demand of the Association, any member who has been employed for more than thirty (30) days and who is not in compliance with the provisions of this Article shall be terminated by the Employer. Termination shall become effective within thirty (30) days after receipt of the aforesaid demand to the Employer by the Association.

#### **3.03 - Exception**

The rights of nonassociation of members having bona fide religious convictions based on tenets or teachings of a church or religious body of which a member is a member shall be safeguarded in accordance with AS 23.40.225.

The Association agrees to provide representation to all bargaining unit members whether or not they are members of the Association.

#### **3.04 - Association Activities**

The Employer agrees that it shall not in any manner, directly or indirectly, attempt to interfere between any of its members and the Association. The Employer shall not in any manner restrain or attempt to restrain any member from belonging to the Association, or from taking an active part in lawful Association affairs that are not inconsistent with this Agreement.

#### **3.05 - Dues Deductions**

The Employer agrees to deduct on a regular monthly basis from the paycheck of the member who so authorizes the regular fixed monthly dues, assessments and fees of the Association. The amount so deducted as certified by the President, Secretary or Executive Secretary of the Association shall be transmitted monthly to the Association on behalf of the member involved. Deductions authorized shall be on a form mutually agreeable to the parties, and furnished by the

Association to the Employer. No other employee organization shall be accorded payroll deduction privileges with regard to members of the Bargaining Unit.

### **3.06 - Written Notice**

The Employer shall provide the Association with a written notice of all additions to the unit and all separations from the unit. Such notice shall include the member's name, class title, location and the date of such action. This written notice shall be transmitted to the Association within fifteen (15) days of the action by the appropriate department.

## **ARTICLE 4 - ASSOCIATION RESPONSIBILITY**

### **4.01**

The Association assumes all obligations and responsibilities for this unit to the extent the Association may exercise reasonable control as permitted by law.

### **4.02**

The Association 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.

### **4.03**

The Association agrees that it shall where permissible in its role as exclusive representative, take affirmative steps to assist the Employer in combating absenteeism, sexual harassment, and other practices by the employee which may be illegal or may hamper the Employer's operation. All efforts to improve safety practices, fitness, efficiency, and the quality of law enforcement shall be vigorously supported by the Association. The parties agree to promote good will between the Employer and the Association, and between the Employer and bargaining unit members.

## **ARTICLE 5 - MERIT PRINCIPLES**

### **5.01 - Merit Principles**

The parties agree that it is their mutual intent to strengthen merit principles in the bargaining unit, to the end that bargaining unit members be selected, appointed and promoted from among the most qualified.

### **5.02 - Nondiscrimination**

Neither party shall discriminate against any member on the basis of race, color, religion, national origin, age, sex, physical or mental disability, marital status, change in marital status, pregnancy, parenthood, Association activity, political affiliation or political belief, or otherwise as specified in law with respect to the application of this Agreement.

Public Safety Employees Association agrees that its membership has the right to utilize the Employer's Internal Discrimination Complaint Procedure, but that it

does not supersede the provisions of the grievance-arbitration procedure in Article 10.

## **ARTICLE 6 - MANAGEMENT'S RIGHTS**

Except--and only to the extent--that specific provisions of this Agreement expressly provide otherwise, it is hereby mutually agreed that the Employer has, and shall continue to retain, regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect. However, this right shall not abridge the CBA.

Nothing in this Article shall be considered as superseding those rights granted to the Association in the articles and/or amendments of this Agreement.

## **ARTICLE 7 - MEMBER RIGHTS AND DISCIPLINARY PROCEDURE**

### **7.01 - Definition of Discipline**

Discipline is defined as a personnel action taken by the Employer against a member that is based on a just cause finding. Terminations, suspensions, demotions, written reprimands, or written warnings are considered discipline. A copy of all disciplinary actions and any materials used to justify the discipline taken shall be forwarded to the Association at 4300 Boniface Parkway, Suite 116, Anchorage, Alaska 99504 within two (2) working days.

### **7.02 - Rights of Members**

Members are entitled to a fair and impartial investigation when in the course of the member's scope of employment, the Employer deems an investigation is necessary. The member may request and may receive an Administrative Investigation after receipt of notification of an Inquiry. The member shall be presumed innocent unless a complaint is sustained and the burden of proof shall be on the Employer.

Egregious misconduct which may, on the first offense result in discharge includes, but is not limited to, gross disobedience or insubordination, dishonesty, chemical or alcohol intoxication at the workplace, physical misconduct, criminal conduct, abusive or lewd behavior, or abandonment of duties. Nothing in this paragraph shall abridge the member's rights under the Collective Bargaining Agreement.

If it becomes necessary for the Employer to initiate disciplinary actions against any member for just cause, such actions shall be administered in a fair and impartial manner with due regard for the circumstances of the individual case.

Upon receipt of a complaint, except criminal, against a member, the Employer shall notify the member and the Association that a complaint has been received within two (2) days. When a complaint is received against a member that is likely to result in an investigation, the Department shall normally require a written,

signed statement by the complainant. In the event no signed statement can be obtained from the complainant, the individual receiving the complaint shall prepare a full signed statement of his/her own with regard to the complaint. A copy of the signed statement or the complaint shall be furnished to the member and Association at the time of notification that there is an investigation initiated.

Association representation is mandatory at any disciplinary employee conference and the employee interview unless the member specifically waives his or her rights to representation in writing. However, the member continues to have all appeal rights provided in the CBA in order to contest any disciplinary action that may be taken, excluding Letters of Warning or Reprimand.

### **7.03 - Types of Investigation**

#### **A. Criminal Investigations**

The State of Alaska has the authority to authorize a criminal investigation on any person in the State of Alaska. It is not the intent of this Article to prohibit the State of Alaska's authority in these matters. Therefore, when the State of Alaska authorizes the initiation or continuation of a criminal investigation on a member of the Association, said investigation can proceed as any similar case involving persons in the State who are not members of the Association. In those instances where the State is conducting an investigation as they would against any nonmember, the Employer/Employee relationship shall be nonexistent and this Article shall not apply until a conclusion of said investigation is reached. If upon reaching a conclusion of the criminal investigation the State determines that the possibility of discipline may exist, the State shall conduct one of the three procedures listed below. If the State determines discipline is appropriate the decision shall not be based solely upon the criminal investigation.

**Investigation of disciplinary actions is separated into three types:**

#### **B. Administrative Investigation**

An Administrative Investigation (AI) can result in discipline up to and including termination. When details surrounding the complaint are not readily apparent and the details are complex the Employer may conduct an Administrative Investigation. The Employer will engage in this type of investigation when an Administrative Inquiry cannot be completed by the below listed timeframe or if the Employer believes, at the onset, that it will be unable to conclude a thorough investigation within five (5) of the subject member's working days.

#### **C. Administrative Inquiry**

An inquiry can result in discipline up to and including termination. When details surrounding the complaint or allegation are not readily apparent and the details are not complex the Employer may conduct an administrative inquiry. The Employer will engage in this type of investigation if expected to conclude the investigation within five (5) of the subject member's working days.

**D. Known & Obvious**

An Administrative Investigation or Inquiry is not warranted when the details of the complaint are readily apparent and not in dispute. Discipline from a Known and Obvious circumstance will not result in termination.

**7.04 – Investigative Process**

**A. Administrative Investigation (AI)**

1. The member is notified of the complaint or allegation in the manner described under Article 14.02. The member shall also be notified of the employee interview and shall have at least five (5) working days to prepare for the interview and arrange for union representation. The name of the investigator will be identified in the notification. In no case shall the investigating officer be in the member's chain of command with the exception of DOT/PF in which case the investigative officer will not be the member's direct supervisor.
2. The member shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.
3. The member shall cooperate during any investigative process and, when requested by the investigator, will furnish information or give statements.
4. The member may be accompanied by no more than two (2) representatives at the employee interview. One (1) Association representative to be identified by the Association at the start of the interview shall be allowed to cross-examine the member at the close of the interview with right of re-examination by Management following the Association questioning. The interview will be recorded. Questioning shall be conducted in not more than one-half (1/2) hour segments for no more than four (4) hours per day. Each one-half (1/2) hour segment shall be followed by a one-half (1/2) hour rest period. The rest period may be waived by the member.
5. A member shall be required to answer only those questions specifically related to the member's duties and responsibilities within the scope of his/her employment and pertaining to the investigation.
6. A member's immediate family shall not be interviewed unless parties to the complaint, or at the specific request of the member.
7. There shall be no off-the-record questions asked of the member.
8. Submission to a polygraph examination or other lie detecting devices shall not be mandatory. Refusal to submit to such examination shall not be grounds for disciplinary action.
9. If, during an investigation, the Employer determines it is necessary to relieve a member of regularly assigned duties, the member may be temporarily

reassigned to “administrative” duties or placed on administrative leave with full pay, benefits and retention of his/her classification until the investigation has been concluded and a course of action determined. This temporary reassignment shall not be considered as a disciplinary measure.

The placement of a member on administrative leave under this provision shall not exceed thirty (30) working days unless an extension is agreed to between PSEA and the Employer. The parties agree that the thirty (30) working day period shall be tolled where the Administrative Investigation is being held in abeyance and also during periods of personal leave.

No negative inference(s) may be drawn from the Department’s failure to place a member on administrative leave during an Administrative Investigation.

10. During the course of an investigation, the Department may determine that it is not necessary to continue the normal and routine investigation process and procedures. The Department may determine that the investigation can be completed with an Executive Summary or a Memorandum of Findings as opposed to a full investigative report. In these cases, the Department shall advise the Association of its intent. The Commissioner and/or designee shall meet with the member and an Association Representative within ten (10) working days to discuss the Executive Summary or Memorandum of Findings.

During this meeting, the member and/or the Association may contest the Executive Summary or Memorandum of Findings and the normal and routine investigative process and procedures shall be followed.

11. Prior to determining discipline, a recorded employee conference will be held. In such case, the member shall be notified and be afforded at least five (5) of the subject member’s working days to prepare for the conference, unless waived by the member. Five (5) days prior to the employee conference, all investigative material shall be made available to the member and Association at a mutually agreeable Department location.

12. The member shall be provided an exact copy of any recordings within seven (7) days of the interview(s) and conference if requested, and a certified transcript within twelve (12) days of the interview(s) or conference, if transcribed, unless extended by mutual agreement.

If the member or the Association records either the employee interview or employee conference, the member shall provide an exact copy of these recordings within seven (7) days of the interview and/or conference, if requested, and a certified transcript within twelve (12) days of the interview or conference, if transcribed, unless extended by mutual agreement.

13. A member who is under investigation, and the Association, shall be informed within five (5) days of the investigation having been completed and a



course of action having been determined. If the original notification is other than written, a follow-up communication to the member and Association shall be provided by certified mail, electronic mail, or fax.

14. If issued, a copy of the disciplinary action shall be forwarded to the Association within two (2) days of the issue.

15. No materials or reports involving the allegations shall be entered into any personnel file of the member where the investigation has exonerated the member and/or the allegations were determined to be unfounded or not sustained.

The completed Investigation file shall be considered a confidential file. Requests for review of these files must be made in writing by the member or Association, on behalf of the member, to the Commissioner's Office.

## **B. Administrative Inquiry**

1. The member is notified of the complaint or allegation in the manner described under Article 14.02. The Employer shall have up to five (5) of the subject member's working days in which to make inquiries to determine if an Administrative Inquiry is necessary and to notify the member and the Association whether or not an Administrative Investigation shall be conducted. The member shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.

2. The member shall be notified and may have up to two (2) working days to arrange for union representation. The name of the investigator will be identified.

3. The member shall cooperate during any investigative process and, when requested by the investigator will furnish information or give statements. The member may either answer questions or decide not to respond during the inquiry process.

4. The member may be accompanied by no more than two (2) representatives at the employee interview. One (1) Association representative to be identified by the Association at the start of the interview) shall be allowed to cross-examine the member at the close of the interview with right of re-examination by Management following the Association questioning. The interview will be recorded. Questioning shall be conducted in not more than one-half (1/2) hour segments for no more than four (4) hours per day. Each one-half (1/2) hour segment shall be followed by a one-half (1/2) hour rest period. The rest period may be waived by the member.

5. A member shall be asked to answer only those questions specifically relating to such member's duties and responsibilities within the scope of his/her employment and pertaining to the inquiry.

6. A member's immediate family shall not be interviewed unless parties to the complaint, or at the specific request of the member.
7. There shall be no off-the-record questions asked of the member.
8. Submission to a polygraph examination or other lie detecting devices shall not be mandatory. Refusal to submit to such examination shall not be grounds for disciplinary action.
9. If, during an inquiry, the Employer determines it is necessary to relieve a member of regularly assigned duties, the member may be temporarily reassigned to "administrative" duties or placed on administrative leave with full pay, benefits and retention of his/her classification until the investigation has been concluded and a course of action determined. This temporary reassignment shall not be considered as a disciplinary measure.

The placement of a member on administrative leave under this provision shall not exceed thirty (30) working days unless an extension is agreed to between PSEA and the Employer. The parties agree that the thirty (30) working days shall be tolled where the inquiry is being held in abeyance and also during periods of personal leave.

No negative inference(s) may be drawn from the Department's failure to place a member on administrative leave during an inquiry.

10. During the course of an inquiry, the Department may determine that it is not necessary to continue the normal and routine investigation process and procedures. The Department may determine that the investigation can be completed with an Executive Summary or a Memorandum of Findings as opposed to a full investigative report. In these cases, the Department shall advise the Association of its intent. The Commissioner and/or designee shall meet with the member and an Association Representative within ten (10) working days to discuss the Executive Summary or Memorandum of Findings. During this meeting, the member and/or the Association may contest the Executive Summary or Memorandum of Findings and the normal and routine investigative process and procedures shall be followed.
11. Prior to determining discipline, a recorded employee conference will be held. In such case, the member shall be notified and be afforded at least five (5) of the subject member's working days to prepare for the conference, unless waived by the member. Five (5) days prior to the employee conference, all investigative material shall be available to the member and Association at a mutually agreeable Department location.
12. The member shall be provided an exact copy of any recordings within seven (7) days of the interview(s) and conference if requested, and a certified

transcript within twelve (12) days of the interview(s) or conference, if transcribed, unless extended by mutual agreement.

If the member or the Association records either the employee interview or employee conference, the member shall provide an exact copy of these recordings within seven (7) days of the interview and/or conference, if requested, and a certified transcript within twelve (12) days of the interview or conference, if transcribed, unless extended by mutual agreement.

13. A member who has been under an Administrative Inquiry, and the Association, shall be informed within five (5) days of the investigation having been completed and a course of action having been determined. If the original notification is other than written, a follow-up communication to the member and Association shall be provided by certified mail, electronic mail, or fax.

14. If issued, a copy of the disciplinary action shall be forwarded to the Association within two (2) days of the issue.

15. No materials or reports involving the allegations shall be entered into any personnel file of the member where the Inquiry has exonerated the member and/or the allegations were determined to be unfounded or not sustained. The completed Investigation file shall be considered a confidential file. Requests for review of these files must be made in writing by the member or Association, on behalf of the member, to the Commissioner's Office.

### **C. Known & Obvious**

1. Prior to determining discipline, a recorded employee conference will be held. In such case, the member shall be notified and afforded at least two (2) of the subject member's working days to prepare for the conference, unless waived by the member. The member shall be informed of the name of the person conducting the conference.

2. All investigative material shall be made available to the member and Association for review at a department office prior to or at the employee conference.

3. The member shall be provided an exact copy of any recordings within seven (7) days of the conference if requested, and a certified transcript within twelve (12) days of the conference, if transcribed, unless extended by mutual agreement.

If the member of the Association records the employee conference, the member shall provide an exact copy of these recordings within seven (7) days of the conference, if requested, and a certified transcript within twelve (12) days of the conference, if transcribed, unless extended by mutual agreement.

4. If issued, a copy of the disciplinary action shall be forwarded to the Association.

5. No materials or reports involving the allegations shall be entered into any personnel file of the member where the investigation has exonerated the member and/or the allegations were determined to be unfounded or not sustained. The complete Investigation file shall be considered a confidential file. Requests for review of these files must be made in writing by the member or Association, on behalf of the member, to the Commissioner's Office.

#### **7.05 - Voting**

The Employer shall provide reasonable and necessary time for members to vote in local, municipal, borough, State and Federal elections when the member is, in the view of the Employer, unable to vote outside of working hours.

#### **7.06 - Examination of Personnel Files**

A member shall have the right to examine his/her own personnel file or files and to make copies of any document contained therein. At the time any material is placed in the member's personnel file or files by the Employer, a copy shall be forwarded to the member unless originated by the member.

Anecdotal records are records not contained in the member's personnel file or files. The parties agree that anecdotal records may be kept in preparation for completing performance evaluations.

### **ARTICLE 8 - TRAVEL, PER DIEM, AND MOVING**

#### **8.01 - Applicability of the Alaska Administrative Manual**

The Alaska Administrative Manual is currently available on the Department of Administration, Division of Finance website at:

[http://fin.admin.state.ak.us/dof/ak\\_admin\\_manual/aam\\_toc.jsp](http://fin.admin.state.ak.us/dof/ak_admin_manual/aam_toc.jsp)

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

When a member, excluding a nonpermanent member, is required to change his/her place of residence because of a mandatory change of housing at the duty station, he/she shall be reimbursed for transportation and moving expenses under the Alaska Administrative Manual in effect on the date of travel.

#### **8.02 - Privately-Owned Conveyances**

Members are not obligated to use their privately-owned vehicles for State business. However, when members use their own vehicles for State business, reimbursement shall be in accordance with the Alaska Administrative Manual in effect on the day of travel.

### **8.03 - Travel on Days Off**

If a member is required to travel during his/her normal scheduled work hours, but on his/her regular day off, those hours shall be considered as hours worked and counted towards hours eligible for overtime compensation. The travel may be by commercial means of conveyance, or may be by another mode of transportation provided by the Employer.

If the member is required to perform this travel at times other than his/her normal scheduled work hours, but on his/her regular day off, those hours shall be considered as hours worked and counted toward hours eligible for overtime compensation. The travel may be by commercial means of conveyance, or may be by another mode of transportation provided by the Employer.

Travel time on regularly scheduled workdays shall be considered as time worked and shall be paid in accordance with other Articles of this Agreement.

### **8.04 - Prisoner Transportation Assignments**

(This Section applies to Department of Public Safety members only)

When prisoner transportation assignments are to be given to bargaining unit members, every reasonable effort shall be made to distribute such assignments equitably among the members available. However, the parties expressly recognize that relative cost is a legitimate basis upon which to determine the ultimate award of such assignments.

## **ARTICLE 9 - TRAINING AND ADVANCED EDUCATION**

The Employer shall determine when training is necessary and shall set consistent standards for all training.

The Employer reserves the right to assign members to job-related training. If a member is on approved leave, the Employer shall not require a member to be recalled from personal leave for the purposes of attending job-related training. When scheduling job-related training, the Employer shall make efforts to assure the training does not conflict with a member's prior authorized and scheduled personal leave.

Test scores alone may not be grounds for disciplinary action. However, failure to attend or satisfactorily participate in the assigned training may be grounds for disciplinary action.

The satisfactory completion of entry level training provided by the Employer for each class series represented by this bargaining unit is required for continued employment in that class series regardless of employee status (i.e., probationary or permanent).

All Airport Police & Fire Officers are required to satisfactorily complete all Employer provided training designed to meet FAA regulations.

For DOT/PF members only, when attending a training class of three days or less, the hours spent in class will count as the total work day, so long as the class is at least eight (8) hours in duration per day. If a class is four (4) days or more, all hours spent in class will be considered towards a forty (40) hour work week.

## **ARTICLE 10 - GRIEVANCE-ARBITRATION PROCEDURE**

### **10.01 - General**

#### **A. Definition of Grievance**

A grievance is defined as a dispute between the parties over the meaning, application, or interpretation of a term of this Agreement. However, it is recognized that discussion and interpretation of the applications of other rules and regulations of the Employer may be necessary for the resolution of the grievance. A grievance shall identify the Article(s) and Section(s) that the Employer is alleged to have violated and the specific manner in which the violation is alleged to have occurred.

#### **B. Notification of Discipline**

When disciplinary actions involving discharge, suspension or demotion are imposed, the Employer shall furnish the Association with a copy of the written notification to the member affected. The copy shall be mailed to the Association within forty-eight (48) hours of the time the notification is issued to the member.

#### **C. Written Reprimands**

Written warnings and reprimands are not subject to the grievance procedure, but may be reviewed through the chain-of-command up to and including the Commissioner of the appropriate department. If not resolved, the employee may include a written rebuttal, which shall be attached to and become a part of the written warning or reprimand. A written warning or reprimand shall be purged from the member's personnel files two years after the date of issuance if no similar instances of conduct are reported in writing and upon the written request of the member to the Commissioner's Office. Written warnings and reprimands issued as a result of an arbitrator's decision are not subject to this section.

#### **D. Probationary employee**

Members are precluded from grieving disciplinary actions and dismissals during their initial probationary periods. Members are precluded from grieving demotions during their promotional probationary periods.

## **10.02 - Step Three Grievance Entry**

### **A. Association or Class Action Grievances**

A grievance may be brought under this procedure on behalf of more than one (1) member as a Class Action grievance. Any grievance that is brought on behalf of more than one (1) member must identify the grievants with sufficient specificity that the class is readily identifiable. The Association may file a grievance as an Association grievance. Class Action and Association grievances shall be initially submitted at Step Three.

### **B. Disciplinary Grievances**

Grievances involving terminations, suspensions and non-probationary demotions shall be entered at Step Three.

## **10.03 - Time Limitations**

### **A. Thirty Day Limitation**

A grievance must be submitted at the appropriate level with thirty (30) working days of occurrence; or within thirty (30) working days of knowledge of occurrence. A grievance not brought within these time limits shall not be considered timely and shall be void.

### **B. Waiving of Time Limitations**

The time limits for grievance response may be waived by mutual agreement in writing between the Association and the appropriate Management representative at each step. All mailed material relating to Steps Two-Five of a grievance shall be accomplished through a proof of mailing and receipt method.

## **10.04 - Steps**

**STEP ONE:** An aggrieved member shall first attempt to settle the grievance through discussion with his/her immediate supervisor. The member may be represented by an Association representative, if desired. The supervisor shall make a decision and orally communicate this decision to the aggrieved member within five (5) working days from the initial presentation of the grievance.

**STEP TWO:** If the grievance is not settled in accordance with Step One, the Association may decide to continue processing the grievance by submitting the grievance in writing. For the Department of Public Safety, such written grievance shall be submitted to the Division Director, or designee, within ten (10) working days of the completion of Step One. For grievances involving the Department of Transportation and Public Facilities, such written grievance shall be submitted to the appropriate Airport Manager, or designee, within ten (10) working days after the Step One response is due or received, whichever is first. The Association representatives and the appropriate State representatives may attempt to settle the grievance within ten (10) working days of receipt of the grievance.

STEP THREE: If the grievance is not settled at Step Two, the Association may decide to elevate the grievance to Step Three by forwarding the grievance to the Commissioner of the appropriate department for resolution within ten (10) working days after the Step Two response is due or received, whichever is first. The appropriate Commissioner shall have fifteen (15) working days after receipt to answer the grievance.

STEP FOUR: If the grievance is not settled at Step Three, the Association may decide to elevate the grievance to Step Four by forwarding the grievance to the Commissioner of Administration within ten (10) working days after completion of Step Three. The Commissioner of Administration shall have fifteen (15) working days after receipt to answer the grievance. The Association representative and the Commissioner of Administration or designee may meet and attempt to resolve the grievance. If the grievance is resolved, a written agreement between the Association and the Employer shall be issued. Such written agreement shall have the same force or effect as a decision or award of an arbitrator and shall be final and binding on each of the parties and they shall abide thereby.

#### **10.05 - Arbitration**

If not resolved at Step Four, the Association may decide to submit the grievance to arbitration. The notification for arbitration must be sent to the Director of the Division of Personnel & Labor Relations within ten (10) working days after completion of Step Four.

The State shall have ten (10) working days from the receipt of the Association's notification of arbitration to respond. The parties shall begin the selection process within thirty (30) working days after the State's receipt of the Association's notification to select the arbitrator from the Arbitrator Selection List. PSEA will contact the appropriate State representative to initiate the selection process.

##### **A. Arbitrator Selection List**

Within thirty (30) calendar days after the signing of this Agreement, the Employer and the Association shall attempt to agree to a list of eleven (11) names of arbitrators for the Arbitrator Selection List. Absent mutual agreement, the parties shall petition the Federal Mediation and Conciliation Service for a list of twenty-one (21) names of arbitrators. The parties shall then alternately strike names from the list until eleven (11) names remain. These eleven (11) names shall constitute the Arbitrator Selection List.

##### **B. Arbitration Selection Procedure**

For each arbitration hearing, the parties will select an arbitrator from the Arbitrator Selection List by alternately striking one (1) name at a time until only one (1) name remains. The parties will alternate striking the first (1<sup>st</sup>) name. Alternatively the parties may select an arbitrator by mutual agreement.



Once selected, the Association shall have the responsibility of notifying the arbitrator. The notification letter shall be limited to informing the arbitrator of the name of the grievant(s), the location and number of hearing days required, and request the arbitrator provide both parties a list of available dates from which to mutually select. Neither party may provide any information to the arbitrator on the general or specific issue(s) of the case prior to the hearing, except as mutually agreed.

### **C. Authority of the Arbitrator**

The parties agree that AS 09.43.070 of Alaska's Uniform Arbitration Act, as amended, shall be available to either party for application to any person who is not at the time of the arbitration currently employed by the State of Alaska.

If mutually agreed, the arbitration hearing shall adhere to the expedited rules of the American Arbitration Association, except that expenses incident to the arbitrator's services shall be borne by the losing party or, in the event neither party can be considered the losing party, shall be apportioned as the arbitrator deems equitable.

The decision of the Arbitrator shall be final and binding upon all parties. The Arbitrator shall not be empowered to rule contrary to, to amend or add to, or to eliminate any of the provisions of this Agreement. The arbitrator shall furnish his/her findings of fact and rationale for his/her decision. Expenses incident to his/her services shall be assigned by the arbitrator to the losing party. If, in the opinion of the Arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable.

It is agreed that the above arbitration procedure shall be the sole method of settling disputes, differences or controversies referred to arbitration. It is further agreed that the parties covered hereunder shall be bound by any decisions, determinations, agreements or settlements that may be effectuated pursuant to invoking the arbitration procedures.

The parties shall exchange witness and exhibit lists ten (10) days before the scheduled arbitration, unless another date is mutually agreed between the parties.

## **ARTICLE 11 - SENIORITY**

### **11.01 - Definition of Job Classification Series**

For the purpose of seniority and layoff, the following are considered job classification series:

- a) Court Service Officers;
- b) Deputy Fire Marshals;
- c) Trooper Recruits, Troopers, Corporals, and Sergeants (Troopers); and
- d) Airport Police and Fire Officers I – IV (Airport Police and Fire Officers).

**11.02 - Classification Series Seniority**

There shall be five classification series seniority lists, one for Court Service Officers, one for Deputy Fire Marshals, one for Troopers, one for Airport Police and Fire Officers at the Anchorage International Airport, and one for Airport Police and Fire Officers at the Fairbanks International Airport.

For Court Service Officers, Deputy Fire Marshals, and Troopers, the member having the longest term of unbroken service in that job classification series shall be number one on that classification series seniority list. All other members shall be listed accordingly. At the end of each calendar quarter, the Employer shall prepare and post a classification series seniority list on the DPS intranet and electronically send the same list to PSEA.

For Airport Police and Fire Officers, the member having the longest term of unbroken service in that job classification series at each respective airport shall be number one on that airport's classification series seniority list. All other members assigned to that airport shall be listed accordingly. Twice yearly, the Employer shall prepare and prominently post a classification series seniority list at each respective airport and electronically send the same list to PSEA.

Should it become necessary to break identical classification series seniority ties, the following method shall be utilized:

For those members hired with previous law enforcement experience who are not required to attend the Alaska Law Enforcement Training Academy:

FIRST: Alaska Police Council date of certification, (Police Certification)

SECOND: Random drawing of names involved to be conducted by a PSEA Board Member.

Seniority ranking shall be established within thirty (30) days from the date of hire.

For those who are required to attend the Alaska Law Enforcement Training Academy except for DOT/PF employees:

FIRST: An average of the academics, firearms qualification, and the final physical fitness score at the academy.

SECOND: Random drawing of names involved to be conducted by a PSEA Board Member.

Seniority ranking shall be established within thirty (30) days after graduation of the academy.

For those DOT/PF employees required to attend the Alaska Law Enforcement Training Academy:

FIRST: An average of the academic scores from the Alaska Law Enforcement Training Academy and Fire Fighter I final exam score.

SECOND: Random drawing of names involved to be conducted by a PSEA Board Member.

For Court Service Officers required to attend a full CSO academy:

FIRST: An average of academic, firearms qualifications, and the final physical fitness score at the academy.

SECOND: Random drawing of names to be conducted by a PSEA Board Member.

For Court Service Officers not required to attend a full CSO academy:

FIRST: Random drawing of names to be conducted by a PSEA Board Member.

Should it become necessary to break a classification series seniority tie through use of a random drawing of names, the PSEA Board member conducting the drawing shall prepare a Memorandum for the Record reflecting the results of the drawing. Copies of the memorandum will be provided to each member whose name was drawn, to the Association, and to the Payroll Supervisor.

### **11.03 - Classification Seniority**

All time worked within a job classification, shall determine job classification seniority. In case of layoffs, job classification seniority shall apply. The same methods used to break ties in classification series seniority will be use to break ties in job classification seniority.

### **11.04 - Impact of Seniority**

Neither job classification seniority nor classification series seniority shall have any impact on the accrual of annual leave or other benefits accorded all State employees.

### **11.05 - Termination of Seniority**

A. Job classification seniority and classification series seniority shall be terminated upon:

- 1) Discharge;

- 2) Non-retention;
- 3) Resignation;
- 4) Layoff for a period of two (2) years or more;
- 5) Failure of the member to accept and report for duty within thirty (30) days after notification of recall from layoff;
- 6) Abandonment of position (failure to report for duty within three (3) days following approved absence);
- 7) Classification series seniority shall be terminated upon a change in job class series.

B. Job classification seniority and classification series seniority shall not be interrupted by:

- 1) Periods of approved leave;
- 2) Workers' Compensation leave (Administrative Leave per Article 14.06);
- 3) Military leave for reserve training;
- 4) Active military duty when recall for such duty is beyond the control of the member;
- 5) Retirement disability up to three (3) years; or
- 6) Disciplinary Suspensions.

#### **11.06 - Retention of Seniority**

If a member is promoted into a position outside the bargaining unit, the member shall be entitled to a one (1) year period of grace without loss of classification series or job classification seniority.

#### **11.07 - Vacation Scheduling**

A. Vacation schedules shall be made by overall classification series seniority by units within the post

B. Early Requests

Vacations of five (5) consecutive workdays or more may be scheduled up to twelve (12) months in advance utilizing the following procedures:

- 1) Once every six (6) months, in April and in October, a notification for vacation requests for the following twelve (12) month period of time shall

be posted by the appropriate supervisor of the unit, post, detachment, region, or airport, as the case may be. The posting shall indicate the open dates available for vacation scheduling. All members shall be afforded one (1) month from the posting date for the purposes of submitting a vacation request for consideration.

- 2) Members desiring vacation time shall apply by submitting their request to their appropriate supervisor. Members who desire more than one block of leave shall prioritize their request, understanding that only their first preference shall be afforded seniority before other members' requests shall be considered. Once members have had the chance to submit their first preference the most senior member's second request shall be considered. This shall be repeated until all requests are considered. The members shall attempt to eliminate conflicting requests prior to the closing of the posting.
- 3) Within two (2) weeks after closing, the supervisor shall notify the applicants of the approved leave schedule.
- 4) Once approved, the vacation requests cannot be canceled by a subsequent request of a member with more bargaining unit seniority. Members who transfer into a new unit, post, detachment, or airport with previously approved vacation requests shall be considered on an individual basis; however, they cannot cancel approved vacation requests in the unit, post, detachment, or airport to which transferred. The State shall make every effort to honor a vacation that was previously approved.
- 5) Nothing in this subsection shall be construed to prevent vacation applications under Article 11.07 (A), when members do not desire an early request.

#### **11.08 - Command Purposes**

For Department of Public Safety only, seniority as defined in this Article shall in no way conflict or interfere with the designation of any member as senior for command purposes on a detail or case.

#### **11.09 - Nonpermanent Employees**

For the purpose of this Agreement, nonpermanent employees shall not have seniority over permanent or probationary employees within their bargaining unit.

#### **11.10 - Shift Assignments and Regular Days Off**

Management shall establish a shift, including available RDO, for each position in the bargaining unit except at posts with flexible schedules. Article 15.13, shall govern scheduling at posts with flexible schedules.

APFOs shall normally work a twelve (12) hour shift with alternating three (3) and four (4) days off and one work day within each fourteen (14) day period will be an

eight (8) hour shift. Each shift shall have every other Thursday as a RDO. The APFO IV at the Fairbanks International Airport may be exempted from this schedule.

For the remainder of the bargaining unit unless otherwise mutually agreed between the Employer and the Association, each shift shall consist of no more than five (5) workdays followed by a minimum two (2) consecutive days off and shall specify the hours of the day to be worked.

Members who are within ninety (90) days of transfer shall bid shifts at the new location/unit.

**A. Shift Preference and RDO Preference**

For Department of Public Safety, excluding Trooper Recruits and Court Services Officers during the FTO program, shift and RDO preference by units within a detachment shall be determined by the following:

**Shift Preference:** Shift preference shall be by classification series seniority within that job classification; however, realizing the contract language is clear in that shift and regular days off assignments are to be bid and assigned according to seniority, it is recognized by both parties there are times when a reassignment of a shift or RDO is required or desirable; the following shall apply in those cases:

**Emergency or special assignment:** In an emergency or special assignment situation where a member is reassigned to a shift that is different than that which was awarded, the supervisor or Commander involved shall notify the Association concurrent with the action taken or within the next working day. The Association shall be provided, at that time, with an explanation of the reassignment. It is further understood that a reassignment of an emergency or special assignment nature shall not exceed ten (10) working days except in those instances where the Commander or designee and the Association have, prior to the end of the ten (10) day limit, mutually agreed to an extension of a specified duration. The affected member(s), for the tenure of the reassignment, shall not experience any loss in their wages unless otherwise mutually agreed to by the parties.

**Training or personal leave situations:** For purposes of training or shortages of personnel due to members being on approved personal leave, a change of shift is authorized to cover another shift. Such shift reassignments shall not be for more than two (2) weeks, unless a longer period is agreed to by the reassigned member. The Employer shall first solicit volunteers for the reassignment before directly assigning a member to a different shift. If there are no volunteers, the member with the least seniority on the impacted shift shall be selected first and then in progressive order. Members shall not be required to change their shift

more than twice every six months absent mutual agreement between the Employer and the member. The affected member(s), for the tenure of the reassignment, shall not experience any loss in their wages unless otherwise mutually agreed to by the parties.

### EXAMPLES

- 1) Should a member agree to be temporarily reassigned from a shift that pays shift differential pay to a shift that pays less or no differential pay, the member would receive the differential pay allowable from the shift held prior to the temporary assignment.
- 2) Should a member agree to be temporarily reassigned to a shift that allows a greater differential pay than currently receiving, the member shall receive the greater differential pay.
- 3) Should the member agree to be temporarily reassigned to another shift, the overtime entitlements shall be in accordance with the temporary shift.
- 4) Should the member not agree to a temporary shift change and is directed to work such, the member has the right to grieve the reasonableness of the decision that an emergency or special assignment situation exists, and to seek whatever relief the member may believe is appropriate.

Finally, it is understood that management has the ultimate right to assign and direct the work unless prohibited by the Collective Bargaining Agreement, statutes or regulations. Should management reassign a shift or RDO without agreement with the member(s) and Association, then it is further understood that the member(s) and Association have the ultimate right to challenge the actions taken through the grievance procedure.

**RDO Preference:** Once the shifts have been selected, the member shall then select RDOs from those days off allowed on that shift and the classification by the Employer, by bargaining unit seniority.

**B.** Regularly established shift changes are considered to occur not more frequently than once every three (3) months or less frequently than once every six (6) months.

**C. For DOT/PF only:**

Regularly established shift changes shall occur on January 16, with established changes to occur not more frequently than once every four (4) months and not less frequently than every twelve (12) months. The posting for bidding of shifts and RDOs shall begin at least one (1) month prior to the regularly established change.

Realizing the contract language is clear that shift and regular days off assignments are to be bid and assigned according to seniority, it is recognized there may be occasions when a reassignment of a shift, and the corresponding days off, is necessary. Once shifts have been established, the Employer may reassign the least senior member (by job classification) to a different shift for up to thirty (30) calendar days. Unless mutually agreed in writing, for this period reassignment the member shall receive no less than the rate of pay applicable prior to the reassignment. Reassignment of the least senior member may be extended beyond thirty (30) days by mutual agreement. Alleged capricious and/or arbitrary reassignments are subject to review through the grievance and arbitration process contained in this Agreement.

**D.** In addition, the Employer may reassign any member to a different shift. No loss in shift differential shall occur for the first thirty (30) days of such reassignment unless mutually agreed. Unless the reassignment is mutually agreed, the reassignment is grievable through grievance/arbitration process contained in the Agreement.

The Employer shall notify the Association concurrent with the action taken or within the next working day. The Employer shall provide the Association with an explanation of the reassignment with the notice, and shall provide the Association with a copy of any written agreements addressing shift reassignments.

**11.11 - Shift Trading**

A member may trade shifts with another member provided approval has been secured from the supervisor of the work being performed. The member is responsible for accounting for shifts "traded" and "paid back." For the purpose of pay administration, the Employer shall pay the member for the shift that he or she was originally scheduled to work.

**11.12 - Shift Scheduling – Limitations**

A. No member shall be required to work back-to-back shifts when effectuating a shift change. A minimum of eight (8) hours shall separate the shift change.



B. Scheduling shall be arranged so that the member is afforded a minimum of forty (40) hours on his/her two (2) consecutive days off.

C. Article 15.14 (B), shall not be interpreted to require the State to pay overtime to members while effectuating regularly established shift changes that utilize the exercising of Article 11.10.

Regularly established shift changes are considered to occur not more frequently than once every three (3) months or less frequently than once every six (6) months for Department of Public Safety members and not more frequently than once every four (4) months or less frequently than once every twelve (12) months for Airport Police and Fire Officers.

When effectuating the shift/workweek change, a member may be required to work more than five (5) consecutive days. In this case, for the purpose of establishing the new shift/workweek, the initial consecutive days worked beyond five (5) shall be paid at the applicable straight-time rate of pay, unless the Employer is required to pay overtime in accordance with the Fair Labor Standards Act.

When effectuating the shift/workweek change, a member may work less than five (5) consecutive days. In this case, for the purpose of establishing the new shift/workweek, the member shall receive the guaranteed pay in accordance with Article 15.14 (A).

## **ARTICLE 12 - ASSIGNMENT AND TRANSFER**

This Article does not apply to nonpermanent employees, or Airport Police & Fire Officers. Only Article 12.05 of this Article applies to Court Services Officers.

Except for reasons of reduction in force, promotions, and transfers based on Article 12.02 (F), all transfers shall be for a minimum period of two (2) years. For new hires or Trooper Recruits, attendance at the initial training and subsequent FTO assignment shall be considered as part of their initial two (2) year transfer. Two (2) years after the official date of transfer (unless a delay of transfer is due to the member's request), a member may be eligible for, and be granted transfer in accordance with Article 12.01, 12.02, and 12.03.

Prior to the completion of two years at a location, a member may submit a bid for any posted vacancy. Such bids are advisory only, unless the two-year period is waived by mutual consent between the most senior qualified advisory bidder and the Department or the transfer will be affected after the two (2) year deadline.

### **12.01- Best Interest of the Department**

The State shall continue its policy of transferring members based on the best interests of the Department, including consideration of special qualifications but only if those special qualifications are listed in the posted vacancy

announcement. Special qualifications may be listed as requirements or as preferences. Where those factors are relatively equal, preference of a member and length of service shall be major factors in effecting the transfer. The provisions of this Article apply only to lateral transfers. Vacancies shall normally be filled by transfer from requests of members with the most bargaining unit seniority who meet the qualifications of the announced vacancy before vacancies are filled by going outside the unit to hire new personnel.

### **12.02 - Notice and Bid Request**

A. The Employer shall circulate bid requests as positions become available. A member desiring a transfer shall submit his/her request(s) on forms to his/her detachment/bureau or unit commander. All such transfer requests, with appropriate endorsements, shall be forwarded to the division. Bid requests will be posted for fifteen (15) calendar days. The Employer shall forward a copy of all bid requests to the PSEA office in Anchorage at the same time vacancy notices are circulated.

B. In the event that vacancies cannot be filled from written transfer requests on file, the Department shall solicit qualified volunteers before filling the vacancy by involuntary assignment.

C. When a member is the senior bidder for more than one post, the employee may select their assignment, unless otherwise agreed to between the member and Employer. When the most senior member's transfer request is not honored in the filling of a vacancy, a member who makes the request shall be advised in writing of the reasons why his/her request was not granted.

D. The best interest of the Department may necessitate the involuntary transfer of a member. Involuntary transfer of a member who has served with the Department in those positions covered by the bargaining unit in excess of five (5) years shall not be normal practice, except in special job requirements or extenuating circumstances. Recruit members on probationary status are subject to involuntary transfer without regard to this paragraph.

In the case of involuntary transfer of members with less than five (5) years of service, the Department's usual course of business shall be to select the most senior member within the division with less than five (5) years from the location(s) being reduced and from the members who have not previously transferred. However, special skills or qualifications such as pilot, K-9, and other factors may necessitate an involuntary transfer of a member not in that order.

E. Members shall be given ninety (90) days notice prior to transfer, except when circumstances beyond the control of the Department prevent this notice. If practicable, the Department shall coordinate moving dates with the member. Upon the request of the member, he/she shall be granted five (5) working days administrative leave, and up to an additional five (5) working days at the discretion of the Commissioner, to effectuate the move involved in any transfer,

whether voluntary or involuntary. Such requests shall not be unreasonably denied by the Commissioner.

F. The State shall continue to effect transfers arising out of special and extenuating circumstances of a personal nature consistent with its transfer policy. Nothing in this Article shall be construed to require the Employer to divulge the nature of circumstances that are confidential to any member unless the member provides written consent allowing such disclosure.

G. Members who present a disciplinary problem shall not be transferred as a disciplinary measure. The matter shall be resolved at the point of origin.

H. When a vacancy is to be filled in accordance with this Article, the State may determine prior to the required posting notice to either fill the vacancy from members within the employing division or from members of all divisions covered by this Agreement. The posting shall indicate that the bidders for consideration shall be either from the employing division or from all divisions.

### **12.03 - Remote Transfers**

It is the obligation of the State to place enforcement personnel strategically throughout the State of Alaska for optimum public safety services to the citizens of Alaska.

Therefore, remote assignments shall be considered a **FIXED PERIOD ASSIGNMENT**. After members have served the maximum of that duration of time in the assigned post, they would be eligible for a remote transfer based on the procedures set forth in this Section.

A. **DEFINITIONS**--For purpose of this Section:

- 1) **HIGHWAY SYSTEM** is defined as those portions of the public road system in the State of Alaska that are used by normal vehicular traffic with unbroken access to the Alaska/Canada border. This does not include the Alaska Marine Highway System.
- 2) **REMOTE** is defined as an assignment to a location other than Anchorage, Girdwood, Fairbanks, Juneau, Kenai/Soldotna, or Palmer/Wasilla.
- 3) **MAXIMUM ASSIGNMENT PERIOD** is defined as the maximum duration of time a member assigned to a **REMOTE** location can expect before relocation. In the event there are insufficient funds in the budget to relocate the member at the completion of the **MAXIMUM ASSIGNMENT PERIOD**, **RELOCATION PRIORITY POINTS** shall begin to accumulate.

- 4) **CLASS I REMOTE** is defined as posts that are serviced by one (1) to two (2) enforcement personnel in the same department in remote areas of the State that are not connected to the HIGHWAY SYSTEM. These assignments shall be recognized as a three (3) year MAXIMUM PERIOD ASSIGNMENT with the member eligible for transfer and bid after completion of two (2) years, or at the time of promotion.
- 5) **CLASS II REMOTE** is defined as all other remote posts. These assignments shall be recognized as a four (4) year MAXIMUM PERIOD ASSIGNMENT with the member eligible for transfer and bid after completion of two (2) years, or at the time of promotion.
- 6) **URBAN ASSIGNMENT** is defined as Anchorage, Girdwood, Fairbanks, Juneau, Kenai/Soldotna, or Palmer/Wasilla.
- 7) **STANDARD REMOTE ASSIGNMENT** is defined as an assignment wherein enforcement personnel have elected to remain in remote areas. Standard assignments shall be eligible for rotation by the procedures contained in Article 12.01 and 12.02 of this Article, be eligible to relocation due to promotion, or may be relocated for unplanned circumstances such as reduction in force, or post closure.
- 8) **FIXED PERIOD ASSIGNMENT** is defined as an assignment wherein enforcement personnel have elected a remote assignment for a fixed period of time as indicated by CLASS I REMOTE, or CLASS II REMOTE.

Future vacancy announcements shall designate the post as CLASS I REMOTE, CLASS II REMOTE, or URBAN.

Those members transferred to CLASS I, or CLASS II REMOTE shall be considered assigned on a FIXED PERIOD ASSIGNMENT. Six (6) months prior to the ending period of the MAXIMUM ASSIGNMENT PERIOD the member may elect to convert to a STANDARD ASSIGNMENT, or may elect to renew the FIXED PERIOD ASSIGNMENT. Renewal of the FIXED PERIOD ASSIGNMENT requires departmental concurrence. Renewal of the FIXED PERIOD ASSIGNMENT would eliminate all previously accrued RELOCATION PRIORITY POINTS.

- 9) **RELOCATION PRIORITY POINTS** are defined as the accumulation of points after the completion of the maximum **FIXED PERIOD ASSIGNMENT**. One (1) point shall be accrued for each month beyond the **MAXIMUM ASSIGNMENT PERIOD**.

**B. PRIORITIZING OF REASSIGNMENTS OF FIXED PERIOD ELECTIONS**

The order of reassignment from Remote locations shall be the member with the most points first, continuing to the member with the least number of points. Where point values are identical, ties shall be broken by bargaining unit seniority. Should a tie continue to exist, the tie breaking method in Article 11.02, shall be utilized.

The same point assignment and tie breaking method for **CLASS I**, or **CLASS II REMOTE**, shall apply to members who are assigned after the implementation of this provision. In the event the class designation of an assignment is changed from that as indicated on the vacancy notice posting, after the successful bidder has physically been relocated, the lesser fixed period of time shall be considered as governing.

**C. REASSIGNMENT FROM FIXED PERIOD ASSIGNMENTS**

Once yearly the Department shall transfer all or as many of the **FIXED PERIOD ASSIGNMENT** members and their replacements as allowed by the budget. The Department shall determine the number of **FIXED PERIOD ASSIGNMENT** transfers financially feasible for transfer. The Department shall then select those members to be transferred based on the highest **RELOCATION PRIORITY POINTS**. These planned Remote vacancies shall be bid in Urban areas only. Once the bid returns have been analyzed, the Department shall then formulate a list of planned Urban vacancies including any necessary involuntary transfers from Urban areas. An involuntary transfer under this provision constitutes an extenuating circumstance as that term is used in 12.02 (D). above. The member with the highest **RELOCATION PRIORITY POINTS** shall have first choice of these planned vacancies, the member with the second highest points, second choice, and so forth.

**D. DEPARTMENT'S ABILITY TO TRANSFER**

The Department's ability to transfer members from **FIXED PERIOD** assignments may be limited by budget funds. However, the Department shall make every reasonable effort to secure the proper level of funding for the projected **FIXED PERIOD** transfers

of the appropriate fiscal year; of the appropriated transfer funds, excluding placement of new members, the Department shall expend the majority of appropriated transfer funds on REMOTE transfers.

For purposes of this section, there shall be four types of remote transfers:

Type A – Department of Public Safety employees who transfer to a Remote location on the road system but with State provided housing will receive a Rural Relocation Expense Offset in the amount of \$2000.00. The payment will be made in two installments: \$1000.00 upon the employee's initial relocation and \$1000.00 upon completion of one year of service at the remote location.

Type B – Department of Public Safety employees who transfer to a Remote location that is on the road system but with no State provided housing will receive a Rural Relocation Expense Offset in the amount of \$2500.00. The payment will be made in two installments: \$1500.00 upon the employee's initial relocation and \$1000.00 upon completion of one year of service at the remote location.

Type C – Department of Public Safety employees who transfer to a Remote location not on a road system but with State provided housing will receive a Rural Relocation Expense Offset in the amount of \$3500.00. The payment shall be made in two installments: \$2000.00 upon the employee's initial relocation to the remote location and \$1500.00 upon the completion of one year of service at the remote location.

Type D - Department of Public Safety employees who transfer to a Remote location but not on a road system without State provided housing will receive a Rural Relocation Expense Offset in the amount of \$5000.00. The payment shall be made in two installments; \$3000.00 upon the employees initial relocation to the remote location and \$2000.00 upon the completion of one year of service at the remote location.

E. NONREMOTE TRANSFERS:

Nothing in this Section precludes transfer between Remote posts based on the provisions of 12.01 and 12.02 after the completion of the minimum of two (2) years since last transfer, or by mutual agreement.

Nothing in this Section shall preclude Management's right to transfer a member based on Article 12.02 (F).

**12.04 - Rural Duty Extension Incentive Pay**

Members electing to extend their rural duty beyond their transfer eligibility at the following locations shall be paid three thousand dollars (\$3,000) at the completion of each additional year that they elect to remain at that remote post.

Aniak	Cordova
Barrow	Craig
Bethel	Hoonah
Cold Bay	Ketchikan
Cold Foot	Klawock
Dillingham	Kodiak
Dutch Harbor	Petersburg
Emmonak	Sitka
Fort Yukon	Wrangell
Galena	Yakutat
Iliamna	Cantwell
Pt. Alsworth	Delta Junction
King Salmon	Glennallen
Kotzebue	Haines
McGrath	Healy
Nome	Nenana
St. Mary's	Northway
Sand Point	Talkeetna
Unalakleet	Tok

A member may receive rural duty extension incentive pay for a maximum of 5 years at any one location. Rural duty extension incentive pay received by a member prior to the effective date of this Agreement will not count towards this five-year cap.

If a geographic differential study changes the geographic differential in an affected area, the parties agree to negotiate the effects.

**12.05 - CSO Transfers**

CSO positions in Juneau, Ketchikan, Bethel, Nome, Homer, Dillingham, and Barrow are not normally filled by bid.

When a CSO position in Anchorage, Fairbanks, Kenai, or Palmer becomes vacant, CSO members shall be advised of the vacancy. CSO positions in these locations shall normally be filled by the bid of the senior most qualified CSO. After a vacancy has been filled by member transfer, the Director may opt to backfill the remaining position with a local hire.

When the senior CSO's transfer request is not honored in the filling of the vacancy, a member who makes the request shall be advised in writing of the reasons why his/her request was not granted.

## **ARTICLE 13 - EMPLOYEE HOUSING**

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

### **13.01 - 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 fair market value for an unfurnished rental unit in Anchorage with a particular number of bedrooms as determined by the Department of Housing and Urban Development Fair Market Rent Schedules. This value shall be increased in accordance with any adjustments to the Salary Schedule.
- 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 shall be used for the calculation of the amenities lacking and imposition-on-privacy deductions.
- D) Required-to-Live--A deduction of 25 percent of the adjusted rent 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 13.09 for list of coefficients by location.
- H) Travel Allowance--Deduction allowed for locations involving unusual transportation costs.



### 13.02 - 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:

$$\begin{array}{r} \text{RB} \\ \times \text{CI} \\ \hline \text{Subtotal 1} \\ \\ - \quad \text{Subtotal 1} \\ \quad \text{(Sub Total 1 x AL) and (Sub Total 1 x IP)} \\ \hline \text{Subtotal 2} \\ \\ \quad \times \quad \text{Subtotal 2} \\ \quad \quad \text{GDF} \\ \quad \quad \hline \quad \quad \text{Subtotal 3} \\ \\ \quad \quad \quad - \quad \text{Subtotal 3} \\ \quad \quad \quad \quad \text{TA} \\ \quad \quad \quad \quad \hline \quad \quad \quad \text{Subtotal 4} \\ \\ \quad \quad \quad \quad \quad - \quad \text{Subtotal 4} \\ \quad \quad \quad \quad \quad \quad \text{(Sub Total 4 x RTL)} \\ \quad \quad \quad \quad \quad \quad \hline \quad \quad \quad \quad \quad \text{Subtotal 5} \\ \\ \quad \quad \quad \quad \quad \quad \quad + \quad \text{Subtotal 5} \\ \quad \quad \quad \quad \quad \quad \quad \quad \text{UC} \\ \quad \quad \quad \quad \quad \quad \quad \quad \hline \quad \quad \quad \quad \quad \quad \quad \text{FCR} \end{array}$$

GDF is the geographic differential factor for a particular location.

CI is the facility index:

- 1.0 Good
- 0.8 Fair
- 0.6 Poor

RB is the fair market value for an unfurnished rental 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 shall be the lesser of the following:

1. 25 percent of a member's gross income (standby and overtime compensation excluded) as an employee of the State of Alaska.

or

2. "FCR" resulting from exercise of formula.

**13.03 - Rental Base Schedule**

<u>ALL TYPES OF STRUCTURES</u>	<u>NUMBER OF BEDROOMS</u>			
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3 or more</u> FY
(Mobile Homes, Apartments or Houses)				
2012 \$526 676 786 1210				
	FY 2013 \$626	726	886	1351
	FY 2014 \$726	826	1036	1492

Rental Base Unit Notes:

1. 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.
2. Units are assumed to be in "Good" condition. A lesser condition shall be compensated for by application of the "condition index."

**13.04 - Facility Condition**

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

1. "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.

2. "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. No member shall be required to live in a "fair" condition unit for more than fourteen (14) days in any calendar year.
3. "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. No member shall be required to live in a "poor" condition unit for more than twenty-four (24) hours.

Any member required to occupy a "poor" condition unit shall be paid per diem for each twenty-four (24) hour period or any portion thereof until moved to a "fair" or better unit.

### **13.05 - Required to Live**

In cases where the commissioner of a department requests and the Commissioner of the Department of Administration approves a member to occupy any 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 shall the total deductions reduce the rental base more than 50 percent.

### **13.06 - 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 shall the total deductions reduce the rental base more than 50 percent.

### **13.07 - Amenities Lacking**

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

### **13.08 - Travel Allowance**

In some cases the State supplies quarters to members 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 shall 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.

<u>Distance in Miles, One (1) Way for Surface Travel or Air Travel If Surface Travel Not Available</u>	<u>Maximum Monthly Deduction</u>
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.

**SERVICES**

**MINIMUM**

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 <u>two (2)</u> 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 shall total deductions reduce the Rental Base more than 50 percent.

**13.09 - Geographic Differential Factors**

The geographic differential factor for any particular location will be based on the differential specified for that location in Article 15.04's geographic differential table.

Should work stations be established in locations not listed in Article 15.04, the Employer and Association agree to meet to negotiate the appropriate geographic differential factor.

**13.10 - Utility Charge**

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

**13.11 - Mobile Home Pad Rental Rates**

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

**13.12 - 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.

**13.13 - Clean-up Deposit--Mobile Home Pads Only**

A clean-up deposit of two hundred 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.

**13.14 - Payroll Deductions; Disputed Amounts**

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

**13.15 - Bunkhouse Rental Rates**

The standard bunkhouse room rental rate shall be one hundred dollars (\$100.00) a month for each occupant.

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

**13.16 - Pet Limitation**

Member occupants that own pets shall ensure that 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 14 - LEAVES OF ABSENCE FOR PERMANENT EMPLOYEES**

### **14.01 - Personal Leave General**

Personal leave shall be earned and used in lieu of all sick and annual leave, except as specified in this Article. Members transferring into the bargaining unit, who have annual leave earnings credited to their State annual leave accounts, shall have the annual leave balances transferred to their personal leave account.

- A. Rate of Accrual: A member who has permanent and/or probationary status shall accrue personal leave as follows:
- 1) If the member has less than two (2) years of service: Two (2) working days for each full month or 7.39 hours per pay period upon the implementation of a bi-weekly pay schedule.
  - 2) If the member has two (2) but less than five (5) years of service: Two and one-half (2 ½) working days for each full month or 9.23 hours per pay period upon the implementation of a bi-weekly pay schedule.
  - 3) If the member has five (5) but less than ten (10) years of service: Three (3) working days for each full month or 11.08 hours per pay period upon the implementation of a bi-weekly pay schedule.
  - 4) If the member has ten (10) or more years of service: Three and one-half (3 ½) working days for each full month or 12.93 hours per pay period upon the implementation of a bi-weekly pay schedule.
  - 5) Accruals for less than a full month or a bi-weekly pay period shall be prorated.

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

- B. Changes of Accrual Rate: All accrual rate changes shall become effective the first (1<sup>st</sup>) day of the pay period following the pay period in which the member completes the service requirement and becomes eligible for the higher accrual rate. Upon implementation

of a bi-weekly pay schedule, all accrual rate changes shall become effective on the first day of the pay period in which the service requirement has been met.

- C. Medical Leave Bank : An employee transferring into the bargaining unit who has sick leave credited to their State sick leave account, shall have fifty percent (50%) of such leave transferred to their personal leave account and fifty (50%) transferred to a medical leave bank. Effective July 1, 2011, members who were employed on June 30, 2011 shall have fifty percent (50%) of any sick leave transferred to their personal leave account and fifty percent (50%) transferred to a medical leave bank.

Members may use medical leave in the event of a medical disability which prevents the member from working or an illness or injury to the member or the member's immediate family. If the member has no medical leave or if his or her medical leave balance is exhausted during the period of disability/absence, leave will be charged to the member's personal leave balance.

An injury or illness for which medical leave is taken may require a report from a licensed physician, at the discretion of the supervisor.

- D. Utilization and Disposal: Personal leave shall be used for any and all purposes for which sick and/or annual leave has heretofore been used. Personal leave requests require the prior approval of the supervisor, except in the case of illness or injury to the member. Member requests shall be given full consideration and, to the extent practicable, approved. However, the parties agree that the final decision with regard to approval or disapproval of any request shall be based on the supervisor's evaluation of the needs of the job. If the leave request is denied, the supervisor will, by email or other written notice explain the reason for the denial. When a member takes three or more consecutive work days of personal leave due to an illness or injury, the supervisor may require the member to provide a physician's certificate stating the reason for the absence.

Personal leave accrued but not used shall accumulate until separation, however, at least five (5) days personal leave or compensatory time must be used each calendar period (leave year) beginning December 16 and ending December 15 of the succeeding year.

If the member is denied the use of five (5) days in any full leave year, the member shall be entitled to payment for the unused portion. This payment shall be at the rate of one and one-half (1 ½) times his hourly rate and shall be included in the first (1<sup>st</sup>) regular

monthly pay following the close of the leave year in which the denial occurred. The period of time for which payment is made shall be deducted from the personal leave balance. It is understood that, should the member take no action to schedule the five (5) days leave, the State may direct that he/she take the personal leave at any time to satisfy the five (5) day requirement.

- E. Terminal Leave: A member shall receive a lump-sum payment of unused personal leave upon separation from State service. The lump-sum payment shall be calculated using the total number of accrued and unused personal leave hours converted to the employee's hourly rate of pay on the date of separation. The medical leave bank balance shall be automatically canceled without pay except in case of death of a member who, at the time of his/her death, is a bargaining unit member. All unused medical leave shall be paid to his/her beneficiary in a lump sum. Unused compensatory leave will be paid out at the employee's current hourly rate of pay at the time of separation.
- F. Movement from the Unit: If a member transfers to a position outside the bargaining unit without a break in service, the rules or contract provisions that apply to the position to which they transfer will apply. If the member transfers to a bargaining unit that has a maximum accrual of annual leave, he/she shall be credited up to the maximum annual leave allowed in his/her new position by virtue of transfer of personal leave earnings. Any leave remaining after the transfer of the maximum allowed shall be paid to the member.
- G. Funeral Leave: If a death occurs among members of a member's immediate family, the member shall be excused from work to attend the funeral and make other necessary arrangements from the day of death until the day after the funeral, but not more than a total of five (5) days (not more than a total of ten [10] days if circumstances require the member to leave the State of Alaska). The funeral leave time shall be deducted first from personal leave and then from banked sick leave. Use of additional personal leave may be granted at the Employer's discretion.

Immediate family, for the purposes of funeral leave, shall mean husband, wife, child, father, mother, sister, brother, in-laws, grandparents, grandchildren, and any persons who stand in place of the aforementioned, including step relationships.

- H. Leave Cash-In. Employees having in excess of forty (40) hours of personal leave shall, upon written request to the Employer, receive payment for accrued but unused personal leave, subject to the following limitations:



Under no circumstances may an employee request or receive a leave cash-in that would reduce the employee's accrued personal leave balance below forty (40) hours.

When a member makes a written request to cash in leave or compensatory time, payment shall be made no later than one (1) pay period following the pay period in which the request was made.

Leave cashed in under this section does not reduce the forty (40) hour mandatory leave requirement in Article 14.01 (D). above.

- I. Donation of Leave: Leave donations for medical reasons may be made in accordance with AS 39.20.245(b). The total amount of leave credited to a member's donated leave account shall not exceed three-hundred (300) hours during the life of the current Agreement.

#### **14.02 - Parental Leave**

For members leave for purposes of childbirth and/or adoption shall be consistent with the Federal Family and Medical Leave Act and the Alaska Family Leave Act.

For those members who do not qualify or who are not eligible under either of the Family Leave Acts, immediately preceding and following childbirth, the member giving birth is entitled to take a total of nine (9) weeks leave. This leave shall be charged first to sick leave, and if this is insufficient, to personal leave, then to leave without pay for the balance of the period of nine (9) weeks.

Where a maternity/FMLA/AFLA leave of absence is taken in accordance with the provisions of this section, the member shall accumulate service credit and seniority for the first nine (9) weeks or during the full period of paid leave, whichever is longer.

#### **14.03 - Military Leave**

A member who belongs to a reserve component of the United States Armed Forces is entitled to a leave of absence without loss of pay, time or performance rating on all days during which he is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction. The leave of absence may not exceed sixteen and one-half (16 1/2) working days in any calendar period beginning December 16 and ending December 15. Any documents supporting the employee's absence will be submitted to their Employer in a timely manner.

A member who is ordered by the United States Selective Service System to report for a pre-induction physical examination is entitled to a leave of absence without loss of pay, time or performance rating. A member shall be granted three (3) days of administrative leave immediately prior to reporting for active duty.

#### **14.04 - Leave Without Pay**

A member who has exhausted personal leave may be granted up to one (1) year of leave without pay for a compelling reason. Absences up to six (6) months require division director's approval and absences up to one (1) year require approval of the Commissioner.

#### **14.05 - Association Leave Bank**

There is hereby created an Association Leave Bank for the sole and exclusive use of the Association. The Bank shall be administered and managed solely by the Association and subject to periodic audits by the Employer. Each audit shall be preceded by written notice, at least forty-eight (48) hours prior to the audit. Audits shall not be more frequent than twice each calendar year.

The first (1st) day of accrued personal leave of all new bargaining unit members shall be transferred to the Association Leave Bank. Upon request from the President of the Public Safety Employees Association, the Employer shall transfer from one (1) hour to one (1) day from each bargaining unit member's personal leave account to the Association Leave Bank. Such deductions do not reduce the amount of personal leave use required by 14.01 (D).

The Association agrees that it shall not use the Leave Bank for any purpose other than bona fide Association business. The Association further agrees that the Leave Bank balance is not returnable to personal leave accounts, not transferable to successor bargaining agents and has no cash value upon de-certification. Notification of absences from duty for business leave shall be made to the appropriate management level as designated in writing by the Employer. Each request shall state specifically the purpose of the absence. Requests for absences for Association business shall not be unreasonably denied.

#### **14.06 - Administrative Leave**

Administrative leave is paid leave used to properly record an excused absence. It shall be granted for the following:

- A. Pre-induction physical examination as ordered by the U.S. Selective Service System.
- B. Time necessary for grievance administration up to one hundred and fifty (150) hours, the allocation to individual Association representatives to be at the discretion of the Association. The Association shall furnish the State reasonable advance notice when a member is to be absent from his/her station for the purpose of grievance administration.

- C. When appropriate during a transfer for the purposes of house hunting and moving according to the State Administrative Manual and Article 12.02 (E).
- D. A leave of absence for up to twelve (12) consecutive months from the date of initial injury/illness for a member who has suffered an illness or injury in the line of duty that would normally qualify them for Workers' Compensation. In such instances, the member may be assigned work at the discretion of the Department providing such work assignment does not adversely affect the nature of the illness or injury. Should it be determined the member shall not be eligible to return to full duty and applies for retirement, and retirement is granted prior to the twelve (12) months expiration of administrative leave, the Department's obligation under this provision shall then be nullified. It is the intent of this provision that a member would not be eligible to receive lost wage compensation from Workers' Compensation for that period of time covered by Administrative leave. However, in the event the member does receive lost wage compensation for that period of time covered by Administrative leave, such payment shall be submitted to the Department. In extraordinary circumstances, the parties may mutually agree to modify the provisions of this section. This provision does not apply to probationary recruit employees in training at the academy. These employees, however, shall be subject to eligibility of the Alaska Workers' Compensation Act.

#### **14.07 - Recruitment Incentive Leave**

Any member that recruits a candidate that successfully completes the Academy shall have twenty (20) hours of personal leave credited to their leave account. If this same candidate successfully completes their probationary period, the member shall have an additional twenty (20) hours of personal leave credited to their leave account.

In order to be eligible for the recruitment incentive leave, the member must adhere to the Department policy on recruitment.

### **ARTICLE 15 - WAGES**

#### **15.01 - Scope of the Bargaining Unit**

The Public Safety Officers Unit consists of the following job classifications:

- Airport Police & Fire Officer I
- Airport Police & Fire Officer II
- Airport Police & Fire Officer III
- Airport Police & Fire Officer IV
- Sergeant, P.S.
- Corporal, P.S.

State Trooper  
Court Service Officer  
State Trooper Recruit  
Deputy Fire Marshal I

The unit may be modified by the Alaska Labor Relations Agency (ALRA) or by mutual consent of the parties.

## **15.02 - Salary Schedule**

### **A. Pay Increments**

Pay increments, computed at the rate of 3.75% of the employee's base salary, shall be provided after the employee has served two years in a given range at Step F or at the previous pay increment, provided that at the time the employee becomes eligible for the pay increment, the employee receives a current annual rating by his or her supervisor of "acceptable or better service" (i.e. mid-acceptable or higher).

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.

If additional ranges are needed during the life of the Agreement, the uniform 3.75 percent difference between steps shall be maintained.

### **B. Wages**

1. Effective July 1, 2011, the wage schedule in effect on June 30, 2011 shall be increased by two percent (2%).
2. Effective July 1, 2012, the wage schedule in effect on June 30, 2012 shall be increased by an additional two percent (2%).
3. Effective July 1, 2013, the wage schedule in effect on June 30, 2013 shall be increased by an additional one percent (1%).

Salary schedules are maintained at the Department of Administration website.

4. Assigned Training Pay – For members attending the Alaska State Trooper Recruit Academy, Court Services Officers attending their initial training program, or Airport Police & Fire Officers I attending the basic law enforcement school, the following conditions shall apply.

- a. The hourly rate of pay shall be computed by the following formula:

Semi-monthly base salary x .00491=basic training rate of pay.

Members shall be paid as follows:

- a) Regular Duty Day: The member shall be paid eight (8) hours at straight-time and four (4) hours at the time and one-half (1 ½) rate of the basic training rate of pay; and
  - b) Regular Day Off (Sixth [6<sup>th</sup>] and Seventh [7<sup>th</sup>] Day) and Non-floating Holiday: The member shall be paid eight (8) hours at the time and one-half (1½) rate of the basic training rate of pay.
- b. Members shall be assigned an uninterrupted and unpaid sleep period in compliance with Fair Labor Standards Act.

### 15.03 - Education Incentive Premium Pay

Members who possess or achieve a Bachelor's degree from an accredited institution of higher education shall receive a one time only step increase with proof of degree.

A member holding an Intermediate Police Certificate issued by the Alaska Police Standards Council shall receive a 3% differential above the member's base rate of pay. This pay shall not apply if a member receives a Pilot or SERT premium pay, nor will this pay apply if a member receives a step increase due to possession of a Bachelor's degree.

A member holding an Advanced Police Certificate issued by the Alaska Police Standards Council shall receive a 3.75% differential above the member's base rate of pay. This pay shall not apply if a member receives a Pilot or SERT premium pay, nor will this pay apply if a member receives a step increase due to possession of a Bachelor's degree.

### 15.04 - Geographic Differential

Duty Station	Percentage Above Basic Pay Plan for Fiscal Year 2012	Percentage Above Basic Pay Plan for Fiscal Year 2013	Percentage Above Basic Pay Plan for Fiscal Year 2014
Anchor Point	0%	0%	0%
Anchorage	0%	0%	0%
Anchorage Intl. Airport	0%	0%	0%
Aniak	40%	50%	50%
Anvik	40%	50%	50%
Auke Bay	2%	5%	5%
Barrow	46%	50%	50%
Bethel	44%	50%	50%
Camp Carroll	0%	0%	0%

Cantwell	15%	15%	15%
Chena River	3%	3%	3%
Chignik	39%	50%	50%
Chitina	0%	0%	0%
Cold Bay	39%	50%	50%
Coldfoot Camp	32%	37%	37%
Cooper Landing	0%	0%	0%
Cordova	11%	11%	11%
Craig	7.5%	7.5%	7.5%
Deadhorse	46%	50%	50%
Delta Junction	15%	15%	15%
Denali	0%	0%	0%
Dillingham	32%	37%	37%
Douglas	2%	5%	5%
Dutch Harbor	44%	60%	60%
Eagle	0%	0%	0%
Eagle River	0%	0%	0%
Eielson AFB	3%	3%	3%
Elfin Cove	0%	0%	0%
Elmendorf AFB	0%	0%	0%
Emmonak	40%	50%	50%
Fairbanks	3%	3%	3%
Finger Lake	0%	0%	0%
Fort Richardson	0%	0%	0%
Fort Wainwright	3%	3%	3%
Fort Yukon	37%	37%	37%
Galena	34%	37%	37%
Girdwood	0%	0%	0%
Glennallen	11.25%	11.25%	11.25%
Gustavus	0%	0%	0%
Haines	7.5%	7.5%	7.5%
Harding Lake	3%	3%	3%
Healy	15%	15%	15%
Homer	0%	0%	0%
Hoonah	7.5%	7.5%	7.5%
Iliamna	40%	50%	50%
Juneau	2%	5%	5%
Kenai	0%	0%	0%
Ketchikan	7.5%	7.5%	7.5%
King Cove	39%	50%	50%
King Salmon	39%	50%	50%
Klawock	11.25%	11.25%	11.25%
Kodiak	11%	11%	11%
Kotzebue	51%	60%	60%
Kulis ANG Base	0%	0%	0%
Mackenzie Point	0%	0%	0%
Matanuska	0%	0%	0%
McGrath	34%	37%	37%
Mount Edgecumbe	5%	5%	5%
Nancy	0%	0%	0%

Nenana	3.75%	3.75%	3.75%
Ninilchik	0%	0%	0%
Nome	37%	37%	37%
Northway	18.75%	18.75%	18.75%
Palmer	0%	0%	0%
Pelican	0%	0%	0%
Petersburg	7.5%	7.5%	7.5%
Point Alsworth	40%	50%	50%
Port Moller	39%	50%	50%
Saint Marys	40%	50%	50%
Sand Point	39%	50%	50%
Seward	0%	0%	0%
Sitka	5%	5%	5%
Skagway	0%	0%	0%
Soldotna	0%	0%	0%
Sterling	0%	0%	0%
Sutton	0%	0%	0%
Talkeetna	3.75%	3.75%	3.75%
Tazlina	0%	0%	0%
Tenakee Springs	0%	0%	0%
Tok	15%	15%	15%
Unalakleet	42%	50%	50%
Unalaska	44%	60%	60%
Valdez	11%	11%	11%
Wasilla	0%	0%	0%
Whittier	0%	0%	0%
Willow	0%	0%	0%
Wrangell	7.5%	7.5%	7.5%
Yakutat	7.5%	7.5%	7.5%

Effective June 30, 2014, the above table will be modified to reflect a 0% geographic differential for the following fifteen (16) locations: Cantwell, Craig, Delta Junction, Glennallen, Haines, Healy, Hoonah, Ketchikan, Klawock, Nenana, Northway, Petersburg, Talkeetna, Tok, Wrangell, Yakutat.

In the event any geographic differential paid prior to the effective date of this Agreement is lowered, the salaries of affected members, except in the case of a demotion, shall be frozen for so long as they remain in their current geographic differential area, or until salary increases or changes in the member's position result in the member receiving a higher salary than the frozen amount. In the case of a demotion, the geographic differential received by the member immediately prior to the demotion shall be frozen for as long as the member remains within the same geographical area.

Except as provided above, after the effective date, members appointed to positions at duty stations covered by a different geographic differential shall be paid at the appropriate new differential.

Should work stations be established in locations not listed above, the Employer and Association agree to meet to negotiate the appropriate geographic differential.

### **15.05 - Shift Differential**

A. Swing Shift: Notwithstanding (c) below, all members while assigned to a shift that begins between 12:00 noon and 7:59 p.m. shall be paid an additional amount that equals 3.75 percent above their regular rate for all hours so worked.

B. Grave Shift: Notwithstanding (c) below, all members while assigned to a shift that begins between 8:00 p.m. and 3:59 a.m. shall be paid an additional amount that equals 7.5 percent above their regular rate for all hours so worked.

C. Should a member on a shift with a pay differential be temporarily reassigned to a shift that pays less or no shift differential, the member shall receive the shift differential associated with the shift prior to the temporary assignment. For purposes of this section, "temporary reassignment" shall include all involuntary duty, including but not limited to, court appearances, training, meetings, temporary duty assignments, and recall. This provision excludes Article 16.16 of the current Bargained Agreement or members injured off-duty.

D. Employees returning to limited duty while on worker's compensation or injury leave will be entitled to the shift differential received at the time of injury. A member returning to limited duty from a non-work related injury will be paid the differential of the shift assigned.

E. All members who work a "relief" shift, i.e., one in which the starting time varies throughout a workweek encompassing more than one shift, e.g., two "day" shifts/two "grave" shifts/one "swing" shift in an eight (8) hour shift schedule, shall be paid the highest differential worked that workweek in addition to their base wage rate for all hours worked, regardless of the time any shift begins.

F. In compliance with the Fair Labor Standards Act, for the purpose of overtime computation, shift differentials shall be included in the calculation of the straight time hourly rate of pay.

G. A member's shift differential entitlement, as detailed within the Agreement, only applies to hours worked. Shift differential is not paid on hours not worked, e.g., leave of any kind, compensation time usage, etc.

#### For DOT/PF members only:

APFOs will receive a grave shift differential for all hours worked between 0000 and 0800. Members will receive a swing shift differential for all hours worked between 1600 and 0000. For example, members with assigned shift hours of



0600 to 1800 will receive 2 hours of grave shift differential and 2 hours of swing shift differential.

**15.06 - Holiday Worked**

When a member is required to work on his/her designated non-floating holiday, he/she shall be paid at the rate of one and one-half (1 1/2) times his/her regular pay in addition to being paid for the holiday.

A member required to work on his/her designated non-floating holiday may elect to add to his/her accrued personal leave one and one-half (1-1/2) hours for each hour worked in lieu of cash payment. Such increases to personal leave shall require the approval of the Employer.

**15.07 - FTO/OIC Differential**

A. Department of Public Safety

- 1) A member assigned to Field Training Officer (FTO) duty shall receive a pay differential of seven and one-half percent (7.5%) of the member's regular hourly rate for each hour worked in that capacity.
- 2) A member assigned by the supervisor to Officer-In-Charge (OIC) duty shall receive a pay differential of five percent (5%) of the member's regular hourly rate for each hour worked in that capacity. This differential shall apply only to members when supervising other members of equal or higher rank, or to State Troopers supervising Court Services Officers.
- 3) A member shall receive a pay differential of 3.75% of the member's regular hourly rate when assigned supervisory functions over non-members for a duration of thirty (30) days or more and shall be considered an OIC.
- 4) Differentials in #2 and #3 above can not be compounded.

B. Department of Transportation and Public Facilities

- 1) A member assigned to FTO duty shall receive a pay differential of seven and one-half percent (7.5%) of the member's regular hourly rate for each hour worked in that capacity.
- 2) A member assigned to Watch Commander (WC) duty shall receive a pay differential of five percent (5%) of the

member's regular hourly rate for each hour worked in that capacity

- C. When a Department of Public Safety member is simultaneously assigned to FTO and OIC duties, and when a Department of Transportation and Public Facilities member is simultaneously assigned to FTO and AWC duties, the member shall receive a pay differential of ten percent (10%) of the member's regular hourly rate for each hour worked in those capacities.
- D. Nothing in this section precludes eligibility for other premium pay.

### **15.08 - Standby**

Members may be required to be available for standby duty. In such instances, the members' names shall be placed on a standby roster for the designated period of time of such requirement. Assignments to a standby roster shall be equitably rotated among members normally required to perform the anticipated duties. Except during emergencies, standby shall not be assigned during a member's RDOs.

Two hours of pay at the regular straight time hourly rate shall be paid to a member who is assigned to a standby roster for up to twenty-four (24) hours. When assigned to standby on their RDO due to an emergency the member shall receive an amount equal to three (3) hours pay at the regular straight time hourly rate. If members are assigned to the standby roster on a non-floating holiday, they shall receive an amount equal to four (4) hours pay at the member's regular straight time hourly rate.

A member must be notified by means of a published schedule, or by telephone, as to when the assigned periods of standby begin and end.

Standby pay is for the purpose of compensating the member for being available for work. Standby pay is not intended as compensation for any work performed by the member.

### **15.09 - Recall**

A. If a member is recalled to work after the completion of his/her regular shift, the member shall be paid a minimum of three (3) hours pay at the appropriate overtime rate, provided that should total call-back hours worked exceed three (3), the member shall receive pay at the appropriate overtime rate for all such hours worked. "Recall" shall be defined as the notification of a member after completion of his/her regular shift and having left the premises of the Employer and the requirement that he/she report for duty at a time prior to the commencement of his/her next scheduled shift and not connected to the next shift.

B. A recalled member who works less than three (3) hours shall not be assigned "make work" in an effort to fill in the minimum guarantee. However, the Employer may assign a member to handle an emergency within three (3) hours of the initial recall without incurring a second minimum guarantee, even where the member has left the workplace.

### **15.10 - Telephone Calls**

When a member receives telephone call(s) during off-duty hours that require work, he/she shall receive a minimum of one-half (1/2) hour pay, or actual time spent, whichever is greater, at an appropriate rate. The member shall report on his/her timesheet the start and stop times of all work performed in connection with off-duty telephone calls. Multiple calls during the same one-half hour period of time are considered as one call. The member may receive one-half hour pay for up to three separate and distinct calls received during an off-duty period. Upon receiving the fourth call during one off-duty period, the member shall be entitled to an additional 1.5 hours pay at the appropriate rate of pay. In no case shall the member be entitled to more than 3.0 hours pay in a single off-duty period for answering phone calls, unless more time has actually been worked.

"Work" does not include responding to brief administrative questions that must be answered before the employee's next shift.

For flexible shift schedule posts, calls received during other than sleep hours shall count toward the workweek requirement. "Telephone call" hours during a sleep period shall not be credited toward the forty (40) hour workweek requirement.

Telephone call pay shall not be pyramided.

### **15.11 - Early Call-in**

If a member is notified within four (4) hours after the completion of his/her shift that he/she is to report for duty prior to his/her next scheduled shift, he/she shall be paid at the appropriate overtime rate. If the member is notified later than four (4) hours after the completion of his/her shift that he/she is to report for duty prior to his/her next scheduled shift, he/she shall receive a minimum of two (2) hours at the appropriate overtime rate. Provided, however, that if the early call-in is for one hour or less before the normal shift starting time, only the actual time worked shall be compensated; the rate to be straight time or overtime as appropriate. "Early call-in" shall be defined as the notification of a member to report early and contiguous with his/her next regular scheduled shift.

### **15.12 - Interruption of Vacation/Leave**

Occasionally, due to necessity, a member will be required to interrupt his/her vacation leave and return to duty status. It is agreed that this is not desired by either party and it is the parties' intent to keep this to a minimum. However, as this does occasionally occur, the following provision will control.

Prior to beginning vacation leave, the member is required to clear with the appropriate judicial officer before beginning the vacation leave, and inform the scheduling supervisor in writing of this action in order to be eligible for compensation in this section.

When the member begins the trip from the vacation site to the work location, the member will be placed in travel status. At completion of the trip, the member will be compensated at the overtime rate. Upon arrival at the work location, the member shall be placed in normal duty status and compensated at the overtime rate for all hours worked.

When the member's presence is no longer required, the member shall have the option of being returned to the vacation leave site or remaining. In any event, every reasonable effort shall be made to allow the member to extend the vacation by the interrupted period. If the member chooses to return to the vacation leave site, the member will be placed in travel status from the time the trip begins until it ends and will be compensated at the overtime rate.

### **15.13 - FLEXIBLE SCHEDULE – INTENT LANGUAGE**

The intent of a flexible schedule workweek is for the employee to address his/her work schedule throughout the workweek to accommodate the work load, such as an extended number of hours to be worked during a village visit or complex investigation. It is acknowledged that during the course of a flexible schedule workweek, hours worked earlier in the week may cause a decision to be made by a supervisor as to whether overtime is necessary to complete the employee's scheduled workweek, or whether the employee is going to take the rest of the workweek off in conjunction with his/her RDOs. It is not the intent of a flexible schedule to allow the Employer to split shifts or shorten a shift in the middle of the week for a planned event, unless it is mutually agreed upon with the employee.

It is the intent of a flexible schedule that an employee advise his/her supervisor of the status of his/her shift or hours remaining in a workweek so that his/her supervisor can plan for coverage later in the employee's workweek as necessary. Employees on a flexible schedule shall normally be in contact with their supervisor when it is apparent the normal workweek is changing. In any case, the employee should be in contact with the supervisor when they reach 32 hours and it is apparent that the 40-hour workweek shall be complete prior to the end of the normal 5-day workweek, unless other arrangements are in place for supervisor notification. This is to ensure that a supervisor can assign overtime or elect to re-schedule other employees to cover the needed shifts or standby time.

### **Nonscheduled or Flexible Scheduled Posts**

(This Section only applies to Alaska Wildlife Troopers and members within the Alaska Bureau of Alcohol and Drug enforcement).

The Employer reserves the right to designate posts and assignments as being on a "flexible schedule." The workweek for these posts and assignments shall be based on a total workweek of forty (40) hours rather than the normal daily schedule. Paid leave and non-floating holidays shall be considered as pay status.

Members stationed at nonscheduled posts and the detachment/bureau Commander, or designee, shall mutually agree on a flexible schedule that shall specify the workdays and the workweek. The member shall complete forty (40) hours in pay status each workweek. These hours are to be completed within a five (5) day period beginning on the first (1<sup>st</sup>) day following his/her regularly scheduled days off.

Each agreed-upon schedule shall be in writing, and shall state:

1. The member's normal and anticipated hours of work for each workday. It shall also specify the member's "sleep hours."

"Sleep hours" are those eight (8) consecutive hours that a member shall not normally be interrupted by a call to duty.

2. The member's normal and anticipated workdays for each workweek.
3. The member's normal and anticipated two (2) consecutive regular days off.
4. The member's normal and anticipated workweek. The first (1st) workday of the workweek shall be the first (1st) duty day after the normal and anticipated scheduled regular days off. If no workweek is designated, the workweek shall be Sunday midnight to Sunday midnight.
5. A provision for the authorization and utilization of overtime for all hours in pay status beyond forty (40) hours within a workweek.
6. A provision for the authorization and application of "recall." For the purposes of this Agreement, "Recall" for a member on a flexible schedule shall be treated as follows:

If a member is recalled to work during his/her scheduled "sleep hours, regular day off (RDO) or holiday," the member shall be paid a minimum of three (3) hours pay at the appropriate overtime rate, or credited with a minimum of four and one-half (4 ½) hours of straight time to be counted towards his/her forty (40) hour workweek requirement. Should total call-back hours worked

exceed three (3) hours, the member shall receive pay at the appropriate overtime rate for all such hours worked, or credited with the number of hours worked, four and one-half (4 ½) hours minimum at the straight-time rate, towards his/her forty (40) hour workweek requirement. For the purposes of this Section, it shall be management's right to decide whether to pay the member for overtime, or credit his/her hours toward the member's workweek requirement. If overtime is paid for these "recall" hours, those hours paid shall not be credited towards the forty (40) hour workweek requirement.

7. The duration of the agreed-upon flexible schedule that shall not be less than one (1) workweek.
8. A procedure for the termination or modification of the agreed-upon schedule, with not less than seven (7) calendar days written notice by either party.
9. Flexible schedules shall be reviewed at a minimum of every six months. The review shall be initiated when management instructs the member to propose a new flexible shift schedule, or when the member requests a new schedule be negotiated and submits a proposal. The member may submit the current flexible shift schedule. The member and the designated supervisor shall meet within seven (7) days of the submission of the proposed schedule to discuss any changes and determine if a schedule can be agreed upon.
10. Should the member and the designated supervisor be unable to agree upon a new flexible shift schedule, the member shall remain on his /her previous flexible shift schedule until the dispute is resolved. The first level of review for a disputed flexible shift schedule shall be the Detachment/Bureau Commander. If the dispute is not resolved at that level, it shall be submitted to an Independent Review Board consisting of one member appointed by PSEA, one member appointed by the Department and one member agreed upon by the two review board members.

A copy of each flexible schedule initiated shall be forwarded to the Association business office within three (3) working days of the date on which it is signed.

Shift differential pay for the normally scheduled flexible workday shall be in accordance with Article 15.05. However, hours worked outside the normally scheduled flexible workday shall receive the appropriate shift differential for the time the work was performed.

## **15.14 - Workweek**

A. The normal workweek shall consist of forty (40) hours in pay status from Sunday midnight to Sunday midnight within a maximum of five (5) days or eighty (80) hours bi-weekly, including a paid lunch period of one-half (½) hour for days worked less than 12 hours or two one-half (½) hour lunch periods for days worked more than 12 hours. The work schedule shall be no more than five (5) work days with no less than two (2) consecutive days off. Unless the member is on layoff or on leave without pay, the member is guaranteed a forty (40) hour workweek or 80 hours bi-weekly provided he/she is ready, willing and able to work.

B. Members shall receive overtime for all hours in pay status over the member's normal scheduled work day. Overtime shall be paid at one and one-half times (1 ½) of the member's regular hourly rate for all hours authorized in pay status. Overtime shall not be pyramided.

C. Overtime shall be paid in cash except where a member requests and management approves compensatory time. All compensatory time agreements must be in accordance with the Fair Labor Standards Act.

Compensatory time shall be accrued at the rate of one and one-half (1 ½) times the actual hours worked.

The Employer can require a member, who has in excess of two hundred (200) hours of accrued compensatory time, to present a plan to reduce his/her compensatory time balance to two hundred (200) hours within a reasonable period of time.

The Employer may require that a member reduce his or her compensatory time balance through cash out or use before he or she changes geographic locations.

D. The Employer shall make every reasonable effort not to schedule a member for duty on his/her days off.

## **15.15 - Continuous Hours of Work**

If a member is assigned by the Employer and is required to work in excess of sixteen (16) continuous hours, except Sea Duty, those hours in excess of sixteen (16) continuous hours shall be paid at double-time.

## **15.16 - Sea Duty Pay**

(This section applies to Department of Public Safety members only)

This Section shall apply to members who are assigned to Sea Duty for more than twenty-four (24) consecutive hours.

- A. Members on Sea Duty shall be assigned an uninterrupted sleep period in compliance with FLSA.
- B. An uninterrupted meal period shall be allowed for each meal, not to exceed three (3) meals per day.
- C. The hourly rate of pay while assigned to Sea Duty shall be computed by the following formula:  
  

$$0.367 \times \text{annualized hourly rate} = \underline{\text{Sea Duty Hourly Rate of Pay}}$$
- D. All hours of Sea Duty shall be considered hours worked, therefore on:
  - 1. Regular Duty Day: The member shall be paid eight (8) hours at the straight rate and sixteen (16) hours at the time and one-half (1 ½) rate of Sea Duty Hourly Rate of Pay; and
  - 2. Regular Day Off (Sixth [6<sup>th</sup>] and Seventh [7<sup>th</sup>] day) and Non-floating Holiday: The member shall be paid eight (8) hours at the time and one-half (1½) rate and sixteen (16) hours at the double time rate of the Sea Duty Hourly Rate of Pay.

For each thirty (30) days Sea Duty, the member shall be provided with ten (10) days of Shore Duty. When assigned to Shore Duty, members shall revert to the standard provisions of this Agreement.

The normal accrual rate for personal leave and credit for non-floating holidays shall not be changed by this Section.

Sea Duty Hourly Rates of Pay shall not be used in the computation of overtime rates when the member is not assigned to Sea Duty. Overtime pay during a workweek that includes Sea Duty shall be paid on the basis of the work performed during the overtime hours in accordance with 29 CFR Sec 778.419.

**15.17 - Village Visits and Field Remain Overnight (RON)**

Members assigned to a village visit RON for AST shall receive standby pay in addition to each assigned duty pay.

Members assigned to Field RON for AWT shall receive at least two (2) hours of time worked at the rate of one and one-half (1.5) times the regular rate of pay in addition to each regularly assigned duty day. This time worked at the rate of one and one-half (1.5) times the regular rate of pay will not count towards the forty (40) hour flex threshold unless agreed to by the member.



### **15.18 - Investigator Assignments**

A Trooper, Range 76, or an Airport Police & Fire Officer (APFO) II or III, Range 75 or 76, who has received written delegated authority by the Division Director to be trained as an investigator and performs the full duties of the higher range for more than six (6) consecutive or cumulative months, shall be paid for all subsequent days at the Range 77 at their current step. Management shall review the delegated authority after a Trooper, Range 76, or an APFO II or III, Range 75 or 76, has been paid to perform as an investigator for a year and after each six (6) months interval thereafter. Members promoted to another position directly from the investigator assignment shall have their promotion placement based on their current rate of pay as an investigator. Upon commencement of the duties of their regular position, the member shall return to their normal rate of pay.

Effective July 1, 2011, all members assigned to perform investigator duties who met the criteria to be paid at the Range 77 prior to July 1, 2008 shall be placed at a step that reflects the step that would have been earned if the initial step placement occurred in accordance with the above language. The affected members shall be paid the new step prospectively but not retroactively.

### **15.19 - Master & Mate Pay**

A classified Trooper, Range 76, or a classified Corporal, Range 77, who has received written delegation from the Division Director and performs the duties of any of the positions listed below, shall be paid for all hours of compensation in accordance with the pay differential applied to the appropriate hourly rate of pay as specified below. This pay differential applies only to employees specifically designated as a Master or Mate and during the time that they are assigned as a Master or Mate.

<u>SPECIAL DUTY</u>	<u>VESSEL SIZE</u>	<u>PERMANENT RANK</u>	<u>PAY DIFFERENTIAL</u>
Master	100+ ft	Corporal	3.75%
Master	100+ ft	Trooper	7.5%
Mate	same	Trooper	3.75%
Master	65-99 ft	Trooper	3.75%

A Trooper, Range 76, performing the duties of a Master or Mate, is not eligible for OIC differential pay.

### **15.20 - Acting in a Higher Classification**

When a bargaining unit member receives a written assignment to perform essentially all of the duties of a specific position in a higher pay range than the member's own for fifteen (15) consecutive calendar days or more, the member will be paid for such time worked, retroactive to the first day, at the first step in that higher pay range that is above the member's current pay rate. If the assignment requires a member to perform the work of a position outside the

bargaining unit, the member will remain a member of the bargaining unit and continue to have all the rights and obligations of a bargaining unit member, including the payment of dues and entitlement to health coverage.

Leave used or cashed out while a bargaining unit member is acting in a higher classification shall be paid at the bargaining unit member's regular rate of pay.

**15.21 - Instructor Premium Pay**

A member assigned to give instruction to other employees of the department as an additional assignment to their regular duties shall receive a five percent (5%) premium pay in addition to their regular rate of pay for all hours worked in preparation, presentation and travel associated with the course of instruction.

**15.22 - Diver Premium Pay**

A member assigned as a department diver shall receive a five percent (5%) premium pay in addition to their regular rate of pay for all hours worked while actually engaged in diving activities or while training or preparing for diving activities.

**15.23 – Motor Unit on Highway Premium Pay**

All members who are designated as current authorized Department of Public Safety motorcycle operators shall receive a pay differential of five percent (5%) of their regular hourly rate for all hours worked while actually riding, either in patrol or during training exercises.

**15.24 - SERT Premium Pay**

All members who are designated as current, authorized SERT members shall receive a pay differential of 5.0% of their hourly rate for all hours in work status.

**15.25 - Explosive Ordinance Disposal (EOD) Premium Pay**

All members who are designated as current certified EOD technicians shall receive a pay differential of 5.0% of their regular hourly rate for all hours worked while actually engaged in explosive ordinance disposal activities, including training.

**15.26 - Pilot Flight Time Premium Pay**

All members who are designated as current authorized Department of Public Safety pilots shall receive a pay differential of 5.0% of their regular hourly rate for all hours in work status. This applies only to those members on active flight status.

None of the above aforementioned premium pays may be compounded or pyramided unless specifically identified above.

**15.27 - Canine Handler Pay**

Canine handlers shall be paid one hour of on-duty time per work day for routine canine care at the appropriate rate. On non-duty days, canine handlers shall be

paid for one hour of routine canine care at the appropriate rate if the dog is in their care.

### **15.28 - APFO Alternate Workweek**

This section applies only to DOT/PF members.

Members shall, by classification seniority, select between two day shifts and two evening shifts. The start/stop times and regular days off will be as follows:

- 0600 – 1800 hours with Fri/Sat/Sun as regular days off
- 1800 – 0600 hours with Fri/Sat/Sun as regular days off
- 0600 – 1800 hours with Mon/Tue/Wed as regular days off
- 1800 – 0600 hours with Mon/Tue/Wed as regular days off

Each shift shall have every other Thursday as a regular day off. One workday during each 14-day period shall be scheduled as an 8-hour shift.

The normal work period shall consist of 14 consecutive days. The member shall be guaranteed 6 work days of 12 hours and 1 work day of 8 hours within the work period, unless the member is on personal leave, suspension, layoff or leave without pay. The 8 hour day that occurs once every two weeks shall be decided by the officers based on seniority. APFO IV positions at the Fairbanks International Airport may be exempt from the 12-hour shift schedule.

Work performed by a member in excess of 80 hours in work status during a work period shall be paid at the rate of 1.5 times the member's regular hourly rate of pay. Work performed in excess of 12 hours in work status during a work day shall be paid at the rate of 1.5 times the member's regular rate of pay.

With the exception of floating holidays, a member who works a designated holiday shall be paid at the rate of 1.5 the member's regular hourly rate of pay for the first 8 hours worked, as well as straight time pay for the entire time worked that day. For example, if a holiday falls on a member's regular work day, the time sheet would report 8 hours of holiday premium pay, 8 hours of holiday straight time pay, and 4 hours of regular straight time pay.

With the exception of a floating holiday, a designated holiday shall be observed on the calendar day that it falls. If a holiday falls on a member's first or second regular day off, the last work day before the holiday shall be the member's designated holiday. If a holiday falls on a member's third or fourth regular day off, the next work day after the holiday shall be the member's designated holiday.

For the purposes of personal leave accrual, personal sick leave bank, leave cash in, mandatory leave usage, and association leave bank assessments, a “day of leave” equals 8 hours. For the purposes of personal leave usage, it shall require 12 hours of leave to equal 12 hours in pay status.

## **ARTICLE 16 - HOLIDAYS, RELIEF PERIODS, AND LUNCH BREAKS**

### **16.01 - Observance of Holiday**

With the exception of floating holidays, a designated holiday shall normally be observed on the calendar day on which it falls, except that if a holiday falls on a member's first (1<sup>st</sup>) RDO, the preceding workday shall be the designated holiday. When a holiday falls on a member's second (2<sup>nd</sup>) RDO, the following workday shall be the designated holiday. However, another mutually agreed day within thirty (30) days of the holiday may be taken instead of those designated herein. Holidays which cannot be observed within this thirty (30) day period shall be reported by the member to payroll.

### **16.02 - Relief Period**

When circumstances permit, members shall be allowed a fifteen (15) minute relief break during the first (1<sup>st</sup>) half of the shift and a fifteen (15) minute relief break during the second (2<sup>nd</sup>) half of the shift.

### **16.03 - Lunch Break**

A lunch break of thirty (30) minutes shall be allowed, in accordance with Article 15.14 (A). approximately midway of each shift.

## **ARTICLE 17 - PAY PRACTICES**

### **17.01 - Payday**

As soon as feasible, payroll will be converted to a bi-weekly pay schedule. The parties recognize that when a bi-weekly pay schedule is implemented, leave accrual and other conditions or benefits currently calculated on a semi-monthly pay schedule will need to be recalculated through a Letter of Agreement to reflect the conversion to a bi-weekly pay schedule.

- A. Pay Periods - Pay periods shall be the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) day of each month (first pay period) and the sixteenth (16<sup>th</sup>) through the last day of each month (second pay period). Pay for the first pay period of each month shall be issued on the last day of that month. Pay for the second pay period of each month shall be issued on the fifteenth (15<sup>th</sup>) of the following month.
- B. Payday - Paydays shall be the fifteenth (15<sup>th</sup>) and last days of each month. If the fifteenth (15<sup>th</sup>) day of the month or last day of the month falls on a Saturday, Sunday or holiday, then the last working day before such Saturday, Sunday or holiday shall be the payday.

Should a member fail to receive his/her paycheck within three days of the due date, he/she shall notify the appropriate payroll officer, who shall immediately cancel the lost warrant. A replacement warrant shall be issued and mailed or deposited according to the member's instructions within three (3) working days of notification to the appropriate payroll officers. The member shall, within three (3) working days, confirm in writing his/her request for a replacement warrant.

### **17.02 - Method of Receiving Payment**

- A. Members may have their pay mailed to their work station. However, electronic direct deposit to a bank account shall be the preferred method of receiving payment.
- B. Members who are not at the normal duty station by reason of being on leave or being on travel status for a period anticipated to be seven (7) days or less following payday shall be considered to have been paid in a timely manner if they receive their pay on their first (1<sup>st</sup>) day back at their duty station after such payday. In cases where anticipated leave or travel status exceeds seven (7) days, it shall be the responsibility of the member to make alternative pay arrangements prior to departure.
- C. All checks mailed shall be considered paid timely if postmarked three (3) days prior to due date.
- D. The Payroll Report is submitted by the member whenever possible. Should the Employer question the accuracy of the report, the Employer has the right to correct or disapprove portions of it. Members shall have access to view their payroll reports, including any portions which are corrected or disapproved.

### **17.03 - Pay Shortages**

Pay shortages shall be promptly paid after receipt and verification of the member's complaint in accordance with this section, no later than fifteen (15) days after verification of a written complaint submitted on forms provided by the State. If not paid within the prescribed period there shall be a penalty for any verified pay shortage greater than one hundred (\$100.00). In such case, the member shall be entitled to penalty pay of forty dollars (\$40.00) per day. Penalty pay for any single pay shortage shall not exceed four hundred dollars (\$400.00) per calendar month.

### **17.04 - Overpayments**

If an employee is overpaid, he/she shall be provided with an accounting of the overpayment at least one (1) month prior to the Employer commencing repayment. With the exception of overpayments of more than two thousand dollars (\$2,000.00), overpayments will be collected under the Alaska

Administrative manual in effect during the period in which the overpayment was made.

Overpayments of more than two thousand (\$2,000.00) shall be repaid upon a negotiated schedule that shall be agreeable to the member and the Employer. Should the member and employer fail to agree upon a repayment schedule within one month from the date the member is provided an accounting of the overpayment, the overpayment shall be collected according to the Alaska Administrative Manual.

Overpayments discovered after twelve (12) months or later from the time the overpayment was made shall be forgiven by the Employer, unless the overpayment was the result of fraud, deception, or member's negligence.

#### **17.05 - Itemized**

The Employer shall continue to itemize the deductions and pay on the members pay warrant. A complete itemized breakdown of the pay shall be provided upon request of that member.

#### **17.06 - Payment on Separation**

- A. When a bargaining unit member is separated from state service, his/her wages and terminal leave become due immediately and shall be paid within fifteen (15) days.
- B. All State property shall be returned, or reimbursement shall be provided, on the effective date of separation.

### **ARTICLE 18 - LAYOFF/REHIRE**

Should it be necessary to reduce the number of members within a job classification, the Employer will identify for layoff that member in the job classification being reduced who has the least job classification seniority. If there is a lower job classification in the job classification series, the member identified for layoff may choose to displace the member in the next lower job classification who has the least job classification seniority. The displaced member in the lower job classification will be laid off unless he/she may also bump into a lower job classification. A member may not bump into a higher job classification, a different job classification series, or the Trooper Recruit job classification. Upon receipt of a layoff notice, a member will have ten (10) working days to exercise his/her bumping rights, if those rights are available to the member.

Members who have been laid off and members who have reduced in classification after exercising bumping rights shall have their names placed on a layoff list for the job classification from which they were laid off or reduced for a period of two (2) years. When a position becomes available for filling in the job classification from which the member was laid off or reduced, that member with

the highest job classification seniority shall be offered the appointment or promotion to the position before any other eligible member is considered.

A member may submit a statement restricting the location(s) at which he or she will be available for rehire/promotion. Absent such a statement from the member, the member will be considered to be available for rehire/promotion for all locations. If the member does not accept a rehire or promotion offer consistent with the member's designation location(s) of availability, the member will lose all layoff rights.

## **ARTICLE 19 - PROBATION, EVALUATION AND SEPARATION**

### **19.01 - Probation for Permanent Employees**

State Trooper Recruits and Airport Police and Fire Officers I shall serve an initial probationary period in accordance with the statutory Alaska Police Standards Council (APSC) regulations; however, in no event shall this probationary period be less than 12 months. Incumbents with a current Alaska Police Standards Council certification appointed as State Trooper may serve a reduced initial probationary period of not less than six (6) months. There shall be no probationary period after promotion from State Trooper Recruit to State Trooper, or from Airport Police and Fire Officer I to Airport Police and Fire Officer II. Court Services Officers shall serve a probationary period of twelve (12) months.

The probationary period after promotion to all other classifications represented by the bargaining unit shall be twelve (12) months. If it is determined during the promotional probationary period that the member cannot perform the higher duties satisfactorily, the member shall be returned to his/her former classification.

### **19.02 - Performance Evaluation**

A. Members in this bargaining unit on probationary status shall receive semiannual written evaluations. Members in permanent status shall receive annual evaluations that shall be reviewed by the rater with the member.

B. Nonpermanents in the bargaining unit employed for more than thirty (30) consecutive days shall receive a written evaluation that shall be reviewed by the rater with the nonpermanent. The evaluation is to become a part of the nonpermanent's records.

#### **C. Evaluation Rebuttal:**

Within thirty (30) days of a member's receipt of a finalized evaluation with which the member disagrees, the member has the right to respond in writing. The responses can reflect a "no comment" or a detailed account of the matter as viewed by the member. Such responses shall, in all cases, be considered a permanent part of the evaluation.

D. A member, other than nonpermanent, not satisfied with his/her performance evaluation may request his/her evaluation be reviewed by the Division Director for Department of Public Safety members, or reviewed by the appropriate Airport Manager for Department of Transportation and Public Facilities members. Any decision reached by the Reviewer shall be the sole remedy, except that procedural discrepancies and alleged arbitrary or capricious actions shall be grievable/arbitrable.

**19.03 - Merit Increases**

A permanent non-probationary member shall receive his/her merit increase based upon the supervisor’s evaluation of the member’s performance. Unless the Employer takes an affirmative action to deny a merit increase through a written performance evaluation, an employee shall be granted a merit increase to be effective on their merit anniversary date.

The employee’s merit anniversary date shall be the day following satisfactory completion of the probationary period, unless the employee enters the pay range above the minimum rate of pay, in which case the merit anniversary date shall be the day following completion of one (1) year of service in the position.

**19.04 - Discharge Notification**

A member, other than nonpermanent, shall be notified in writing of the reason for discharge prior to termination.

**19.05 - Resignation Notification**

Each member shall give the Employer two (2) weeks written notice before leaving his/her employment and complete reasonable assignments as directed by their supervisor in order to be considered eligible for separation in good standing. This time requirement may be modified by mutual agreement between the Employer and the member. After a member has presented a resignation, it may be withdrawn only by mutual agreement of the parties.

**ARTICLE 20 - UNIFORMS AND CLOTHING ALLOWANCE**

Effective as soon after the date of this Agreement as is reasonably practicable, the State shall furnish clothing to members, except nonpermanents, unless otherwise approved, of the bargaining unit.

	<u>Uniformed Members</u>	<u>Airport Police &amp; Fire Officers</u>	<u>Non-uniformed Members</u>	<u>Court Services Officers</u>
Shirts	3	4***	2	3
Trousers	3	4***	2	3
Ties	3	2	2	3
Rain Jacket	1			1****
Hat	1	1		1



Hat Cover	1		1
Flotation Jacket	1		
Soft Body Armor Vest	1*	1	1
Parka	1	1	1****
Utility Jacket	1 or 2**	1	2
Coverall (Fire Retardant)	1 or 0**		
Winter Hat	1		

A flight helmet and a Nomex flight suit shall be issued to pilots.

- \* To be replaced in accordance with manufacturer's specifications, and/or applicable safety standards.
- \*\* Members may choose either two (2) utility jackets or one (1) utility jacket plus one (1) coverall.
- \*\*\* Includes both class A and class B.
- \*\*\*\* As required by weather.

All members, except nonpermanent, shall receive a sixty-three (\$63) per month cleaning allowance.

All nonpermanent members who are issued and authorized to wear a uniform shall receive a sixty-three dollar (\$63) cleaning allowance.

This allowance will be paid monthly unless on a leave of absence of sixty (60) days or more. Uniform allowance will resume upon return to duty.

Nothing in this Section shall preclude the member from his/her rights to restitution by the Employer for repair or replacement, damage or cleaning costs incurred during the performance of duties to non-departmental issue clothing.

Should the Employer be unable to supply the member the contractually required number of uniforms, the member shall be reassigned to duties that do not require a uniform.

## **ARTICLE 21 - BULLETIN BOARDS**

The Employer agrees to furnish space on bulletin boards in the members' work areas to be used by members of the Association. The Association shall use these boards for the posting of notices pertaining to recreational and social activities, Association elections, reports of the Association or its committees, Association meeting notices and legislative enactments, and judicial decisions affecting public employee labor relations. The parties agree that materials that are obscene, defamatory or impair the operation of the department or that constitute partisan political campaign material shall not be posted.

Appropriate available meeting space in buildings owned or leased by the Employer may be used for Union meetings provided that a request is approved in advance pursuant to the rules of the Department.

## **ARTICLE 22 - INSURANCE**

### **22.01 - Travel Accident Insurance**

The Employer shall insure the life of every member against accidental death while the member is traveling within the scope of their State employment in the amount of \$100,000.00. The Employer shall make a timely good faith attempt to alter the existing policy to allow for the payment of death benefits to a beneficiary(ies) 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.

### **22.02 - Health Insurance Trust**

- A. Health insurance is provided by the PSEA Health and Welfare Trust, solely managed by the Association. Both Employer and Employee contributions fund this Trust.
- B. Effective July 1, for each year of this Agreement, the Employer health insurance contribution shall increase by an amount of money not exceeding that necessary to maintain the Select Benefits Default/Economy plan.
- C. In the event that the Trust requires less than the per month Employer contributions described herein, the Employer shall remit fifty percent (50%) of the net savings to the individual members for the exclusive use as a pre-tax contribution to a Health Care Reimbursement Account, or such other distribution as may be determined by the Association.
- D. The employee's contribution shall be that amount authorized by the Board of Trustees and approved by the Board of Directors. The employee's contributions shall be deducted on a pre-tax basis.
- E. Under no circumstances shall the State be responsible for the payment of any benefits under the health and welfare plan or plans administered by PSEA or the Trust or their agents, successors, or assignees. No disputes under or relating to such benefits shall be subject to the grievance arbitration procedure in the collective bargaining agreement except an allegation that the State failed to make the agreed upon contributions.

PSEA agrees and undertakes to assure that any alternative insurance plan or health and welfare plan implemented under this agreement is in compliance with all applicable Federal and State laws and regulations.

The State is not a party to, and has no obligations arising under Trust or the Trust Agreements. However, the State does recognize and acknowledge that the prompt and accurate payment of contributions is essential to the maintenance of the Trust and the Plan, and that it would be extremely difficult, if not impossible, to fix the actual expense and damage to the Trust that would result from the failure of any Employer to pay the required contributions within the time provided. Therefore, if the State is unable to transmit or otherwise make available those contributions to the Trust that are required by a valid collective bargaining agreement, not later than the twenty-second (22<sup>nd</sup>) day of each month, the State shall be liable for interest payments in the manner provided by AS 37.05.285. Date of postmark or hand-delivery constitutes day of payment, and no penalty shall be applied to delinquencies caused by conditions beyond the control of the State. The State shall reimburse the Association all legal costs associated with securing delinquent contributions and/or appropriate interest.

The parties acknowledge that discrepancies between employee eligibility and corresponding contributions shall frequently arise and may exist in any month. The parties shall exercise all due diligence in reconciling contributions and eligibility on a monthly basis, including adjustments of overpayments and underpayments as may be necessary.

F. Electronic Data Interchange (EDI) - The Employer agrees that the monthly payments required by this Article shall be paid via financial EDI, with settlement by the 22<sup>nd</sup> of each month.

G. Reports -The monthly reconciliation report shall be transmitted only via electronic data file. The report shall indicate:

1. members who have become ineligible for coverage by the Trust since the previous report.
2. members who have become eligible for coverage by the Trust since the previous report.
3. members whose eligibility status has not changed since the previous report.
4. members' first and last names, social security numbers, employing department, Employer contribution for the period, and employee contribution for the period.

### **22.03 - Insurance Reopener**

At the request of either party, this Article may be reopened during the term of this Agreement for the express purpose of dealing with the effects of national health care legislation.

## **ARTICLE 23 - MEDICAL WELLNESS AND SAFETY**

A. Each member is eligible to have a State provided medical examination once every two years. Medical examinations as deemed necessary and appropriate by the physician to determine the fitness for duty shall be furnished at no cost to the member and shall be performed by a physician licensed in the State of Alaska. The Employer shall be entitled to a report from the physician that indicates either fit or not fit for duty. The custody of detailed medical information shall remain confidential and be kept with the physician or a qualified medical records officer.

In compliance with State statutes, the State shall continue to provide Hepatitis B vaccinations at no cost to the member.

B. Upon reasonable showing of need, the department may order a member to submit to a psychiatric evaluation by a psychiatrist of the Employer's choosing, to determine fitness for duty. Psychiatric evaluation reports shall be treated as confidential/privileged documents. Employer ordered psychiatric evaluations shall be furnished to the member at no cost.

C. Nothing in this Article limits the Employer's existing right to relieve a member from duty, with pay, or to require the member to undergo examination to determine fitness for duty, in those instances where there is a reasonable basis to believe that the member's continued presence on the job constitutes a danger to the member, other employees, or the public.

D. The parties agree to jointly establish a Labor-Management Committee for the purpose of determining fitness standards within ninety (90) days of ratification of this contract.

E. The State and Association shall create a Safety and Equipment Committee for the Department of Public Safety and a Safety and Equipment Committee for the Department of Transportation and Public Facilities. Each committee shall not exceed three members appointed by management and three members appointed by the Association. The committee(s) shall be charged with the duty and responsibility of formulating safety procedures, recommending equipment acquisitions, and recommending minimum staffing levels.

## **ARTICLE 24 - LEGAL INDEMNIFICATION**

### **24.01 - General**

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

Indemnification means the Employer's payment of a judgment or legal obligation that a member incurred as a result of the member's duties for the 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 a member, the Employer will provide a legal defense and indemnify the member as provided in 24.02–24.06.

**24.02 - Providing a legal defense**

The Employer will provide a legal defense to a member named as a defendant or respondent in a legal action if the member was acting within the scope of the member's office or employment at the time of the incident out of which the action arose as follows: the member shall have the right to counsel; however, the Employer shall have the right to determine which attorney shall represent the member. If the member objects to the attorney provided by the Employer, the following process for selection of a defense attorney shall prevail: The Commissioner of the Department of Public Safety or the Commissioner of the Department of Transportation and Public Facilities, as appropriate, and the Attorney General shall meet with the member and/or a representative of the Association in an effort to select an attorney who shall represent the member. The Attorney General shall make the final decisions; except, if in consultation with the member or his/her representative, the Attorney General determines that, due to an actual or potential conflict of interest, he/she or his/her representative cannot adequately defend both the State and the member, he/she shall select an attorney from outside the Attorney General's office to represent the member; such selection shall be subject to the approval of the member or his/her representative.

**24.03 - Indemnification**

A member charged in any civil action in the performance of his/her duties as required by the Employer shall not lose his/her position, pay or benefits; costs stemming from a civil suit against any member in the performance of his/her duties as provided in this Article shall be borne by the Employer, including any judgment rendered against the member. If it is determined by a court of competent jurisdiction that the member was not acting in the course or scope of his/her employment, the Employer is not liable for any judgment and may recover any costs incurred from the member.

The Employer will indemnify a member for a judgment or legal obligation if the judgment or legal obligation arose from the member's action within the scope of the member's office or employment except as provided in 24.06.

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

#### **24.04 - Scope of office or employment**

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

- A. the 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.

#### **24.05 - Disputes**

The 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.

#### **24.06 - Punitive Damages**

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

#### **24.07 - Criminal Charges**

If a member is charged criminally for acts allegedly committed by him or her in the course of or discharge of his/her duties and in the scope of his/her employment, the member shall be entitled to reimbursement of reasonable costs and attorney's fees if the member is acquitted or the charges dropped, providing that such charges do not result from the willful commission of wrongful acts or gross negligence of the member. Disputes involving entitlements of a member to reimbursement or the amount of costs and fees to be borne by the Employer, relating to this section shall be submitted to the grievance arbitration procedure.

### **ARTICLE 25 - NO STRIKE--NO LOCKOUT**

The Association agrees that during the life of this Agreement, the Association, its agents or its members, shall not authorize, instigate, aid, engage in or condone

any work stoppage or concerted slowdown, mass illness, refusal to work, picketing or strike against the Employer.

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

The Association further agrees that its members shall, in each and every instance, cross the picket line of any other employee organization in order to perform duties as assigned.

#### **ARTICLE 26 - VERBAL OR WRITTEN AGREEMENT**

No member covered by this Agreement shall be asked or required to make any written or verbal agreement that may in any way conflict with this Agreement.

No member covered by this Agreement shall ask or require the Employer to make any written or verbal agreement that may in any way conflict with this Agreement.

#### **ARTICLE 27 - AVAILABILITY OF PARTIES TO EACH OTHER**

The parties agree that representatives of the Association and the Employer shall meet at reasonable times for discussions of this Agreement, its interpretations, continuation or modification. Both parties agree that an obligation to meet expeditiously and in good faith exists.

This provision is established for the purpose of facilitating two-way communications.

#### **ARTICLE 28 - SUPERSEDING EFFECT OF THIS AGREEMENT**

If there is any conflict between the terms of this Agreement, the Personnel Rules, Alaska Administrative Manual, DOT/PF Policies and Procedures Manual, SOPs, OPM, or other DPS or DOT/PF directives, the terms of this Agreement shall be controlling. The Association shall be copied with any changes to the OPM and the DOT/PF Policies and Procedures Manual within five (5) working days of implementation.

All information provided by the Employer under this Article shall be used only for purposes related to the Association's role as the exclusive bargaining representative and the Association shall be responsible for its protection and security.

#### **ARTICLE 29 - CONDITIONS NOT SPECIFICALLY COVERED**

In the event of any enactment by the Legislature that creates conditions not specifically covered by this Agreement, upon written request the parties agree to

confer immediately for the purpose of negotiating a mutually satisfactory supplement covering such action. Such supplement shall become a part of this Agreement.

### **ARTICLE 30 - SUPPLEMENTAL AGREEMENT**

This Agreement may be amended by supplemental agreements, provided that both parties concur. Subjects relating to maintenance of contract provisions may be negotiated under this clause provided both parties agree.

Supplemental agreements may be completed through negotiations between the parties at any time during the life of this Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate and of the specific subjects it wishes to negotiate. Supplemental agreements thus completed shall be signed by authorized Employer and Association representatives. Unless otherwise agreed to in writing by both parties, supplemental agreements shall remain in effect for the duration of the Agreement, and shall continue in effect beyond the formal expiration date of the Agreement for any period in which the terms of the Agreement continue to apply.

### **ARTICLE 31 - SAVINGS CLAUSE**

#### **31.01 - Violations**

If an article or part of an article of this Agreement should be decided by a court of competent jurisdiction or the State Labor Relations Agency or by mutual agreement of the Employer and the Association, 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 this Agreement shall not be affected.

#### **31.02 - Replacement**

If a determination or decision is made pursuant to Article 31.01 that part of this Agreement is in violation of Federal, State or local law, the parties to this Agreement shall convene within fifteen (15) working days for the purpose of negotiating a satisfactory replacement.

#### **31.03 - Federal Regulations**

Should this Agreement or any section or article be found in violation of Federal regulations where compliance is required for receipt of Federal funds, the Employer and the Association agree to convene within ten (10) working days and renegotiate the section or article to comply with such regulations.



## ARTICLE 32 - CONTRACTING OUT

### 32.01 - Feasibility Studies

- A. The Employer has the right at all times to analyze its operation for the purpose of identifying cost-saving opportunities.
- B. Decisions to contract out work that would result in the layoff of bargaining unit members shall be made only after the affected agency has conducted a feasibility study determining the potential costs and benefits that would result from contracting out the work in question. The Employer agrees to notify the Association within two (2) weeks of its decision to initiate a study, or, in the alternative, that it intends to review operational analyses for purposes of contracting out work. Such operating analyses shall constitute a feasibility study under this Article. As necessary, the Employer may request quotations or proposals from potential contractors as a part of a feasibility study. Notice to the Association shall include the job classification and work areas affected.
- C. Notification by the Employer to the Association of the results of the feasibility study shall include all pertinent statistical and analytical information that the Employer shall consider in making its decision regarding contracting out the work, including but not limited to the total cost savings the Employer anticipates.
- D.
1. The Employer shall notify the Association of its final decision regarding contracting out.
  2. If the Employer decides to contract out and such contracting out shall directly result in the layoff of bargaining unit members, the Employer shall provide the Association with no less than thirty (30) days notice that it intends to contract out the work.
  3. The Association may then submit an alternate plan that is to include potential costs and benefits. The alternate plan shall be given fair consideration by the Employer, provided the plan is submitted not more than fifteen (15) days after the Association has received the notice of intent to contract out. During the thirty (30) day notice period, the Association shall have the opportunity to discuss the placement of affected members.
- E. No bargaining unit members shall be laid off and their work contracted out unless the feasibility study shows that contracting out would cost the Employer less.

### **32.02 - Effect on Members**

A. Once the Employer makes a decision to contract out work that shall directly result in the layoff of bargaining unit members, it shall make a good faith effort to place members elsewhere in State government in the following order of priority: 1) within the division/airport, 2) within the department, 3) with State service generally.

B. In the event members must be laid off as a result of contracting out, such layoff shall be made in accordance with the layoff provisions of this Agreement.

### **ARTICLE 33 - LICENSES**

Bargaining unit members shall be responsible for obtaining and retaining all mandatory licenses and certifications necessary to perform the duties of their positions. If a new licensing or certification provision is imposed by statute or regulation on current members, the State shall pay for the initial license/certification fee, provided the member obtains the license or certification prior to the deadline established by statute or regulation.

When specific licenses/certifications are required by the Employer, the Employer shall pay for the training and attaining the certification/license.

### **ARTICLE 34 - COMPLETE AGREEMENT**

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that during the negotiations that preceded this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement; each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

The parties further agree that notwithstanding the above section, maintenance of contract matters, should they develop, may be negotiated under the Supplemental Agreement Provision.

**ARTICLE 35 - SUBORDINATION ARTICLE**

The State and the Association mutually agree that this Agreement shall in all aspects comply with and be subordinate to Federal laws and Alaska Statutes in effect at the time of the signing of this Agreement or hereafter enacted.

**ARTICLE 36 - DURATION OF THE AGREEMENT**

This Agreement, including all Letters of Agreement executed under the parties' prior agreement, takes effect on July 1, 2011, and remains in full force and effect through June 30, 2014. This Agreement remains in effect from year to year thereafter, provided, however, that either party may give the other party written notice of its desire to terminate the Agreement or effect changes therein. Such written notice shall be served upon the other party between September 1 and September 30, 2013. If either party serves such notice, the parties shall meet to negotiate such termination, modifications, or amendments by the first week in October of 2013, unless otherwise mutually agreed. Nothing herein precludes the termination, modification, or amendment of this Agreement at any time by written mutual consent of the parties.

The parties further agree that should the State enter into an agreement with another labor organization that provides for an increase in another employee's wages in excess of that provided for in this Agreement, upon request of this Association, this Agreement shall be promptly reopened for the sole purpose of negotiating economic issues.

FOR THE STATE OF ALASKA:

FOR THE ASSOCIATION:

\_\_\_\_\_  
Becky Hultberg, Commissioner  
Department of Administration

\_\_\_\_\_  
Jake Metcalfe, Executive Director  
Chief Spokesperson  
Public Safety Employees Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Barber, Chief Spokesperson

\_\_\_\_\_  
Sean Martines

\_\_\_\_\_  
Elizabeth Johnston, Notetaker

\_\_\_\_\_  
Anne Sears, Notetaker

\_\_\_\_\_  
Major John Glick

\_\_\_\_\_  
Doug Massie

\_\_\_\_\_  
Major Steve Bear

\_\_\_\_\_  
Tom Robson

\_\_\_\_\_  
Chief Lauri Burkmire

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Gary Delk

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Chief Moses Villalobos

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Penny Beiler

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Cheri Cadiante

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Aaron Danielson

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Teri Hill

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