COLLECTIVE BARGAINING AGREEMENT

between the

ALASKA STATE EMPLOYEES ASSOCIATION,
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 52, AFL-CIO

and the

STATE OF ALASKA

covering the

GENERAL GOVERNMENT BARGAINING UNIT

July 1, ~~2004~~ 2007 through June 30, ~~2007~~2010

GGU Redline 2007-2010

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PREAMBLE

This Agreement is made by and between the State of Alaska (Employer) and the Alaska State Employees Association(ASEA), American Federation of State, County and Municipal Employees (AFSCME) Local 52, AFL-CIO (Union), covering the General Government Unit (GGU).

This Agreement has as its purpose the following: to promote harmonious, cooperative relations; to strengthen the merit principle; to establish a rational method for dealing with disputes; and to determine wages, hours, and other terms and conditions of employment for the General Government Bargaining Unit.

ARTICLE 1 - Union Recognition and Representation

1.01 Exclusive Recognition.
The State of Alaska, hereinafter referred to as the Employer, recognizes the Alaska State Employees Association, AFSCME Local 52, AFL-CIO, hereinafter referred to as the Union, as the exclusive representative of all permanent, probationary, provisional and nonpermanent personnel (excepting those employed in the Student, College and Graduate Intern job classes) in the General Government Unit (GGU) for collective bargaining with respect to salaries, wages, hours, and other terms and conditions of employment.

A. "Employee" in this agreement shall mean a person in State service who is paid a salary or wage and holds probationary, permanent or provisional status working in a position that has been designated by the Alaska Labor Relations Agency (ALRA) as a General Government Unit position.

B. "Bargaining unit member" in this Agreement shall mean an employee as defined at A above or an individual who holds a nonpermanent position in accordance with Article 9 of this Agreement who works in a position that has been designated by the ALRA as a General Government Unit position.

1.02 New or Changed Classifications.

A. All new positions and classifications created by the Employer shall be placed in the appropriate bargaining unit, consistent with prior Alaska Labor Relations Agency (ALRA) rulings. All disputes concerning the appropriate bargaining unit placement of a person employed by the Employer shall be decided by the ALRA and no such question shall be subject to the grievance procedure set forth in Article 16 of this Agreement.

B. The Union shall be notified of all new job classifications created within ten (10) working days of such action. The notification shall include the specifications of the job classifications.

C. No filled position shall be moved from the GGU to a different bargaining unit without written notification to the Union concurrent with the notification to the department. If the Union does not file a written petition with the ALRA challenging the proposed bargaining unit transfer within fifteen (15) working days of the notification to the Union, the Employer is free to take the proposed action. The Employer may change a vacant position to a bargaining unit outside the GGU, and the Union shall be notified concurrently with such action.

For the purposes of this section, date of notification is the date of receipt by certified mail, or five (5) days following the date of postmark, whichever is earlier.

1.03 Exclusive Representation.

The Employer will not negotiate or handle grievances with any individual or employee organization other than the Union with respect to terms and conditions of employment of bargaining unit members in the GGU. When individuals or organizations other than the Union request negotiations or seek to represent bargaining unit members in grievances or to otherwise represent bargaining unit members in Employer/employee matters, the Employer shall advise them that the Union is the exclusive representative for such matters. Similarly, the Union will so advise individuals or organizations making such requests.

ARTICLE 2 - Union Representatives and Activities

2.01 Union Staff Representatives.
Union representatives who are not bargaining unit members shall be authorized to speak for the Union in all matters governed by this Agreement and shall be permitted to visit any work area at any time with prior approval of the Employer. Approval shall not be unreasonably withheld or delayed. The Union shall provide a list of staff representatives to the Director of the Division of Personnel. Only those individuals on the Union provided list shall be entitled to the rights described in this Article.

2.02 Stewards.

A. The Union may authorize a reasonable number of stewards upon written notice to the Employer. The ratio of stewards shall not exceed one (1) steward for each thirty (30) bargaining unit members in the entire bargaining unit.

B. Stewards shall be allowed to handle complaints and grievances under this Agreement during working hours. Stewards shall suffer no loss in compensation for time spent handling complaints and grievances for up to nine (9) hours per month. All time spent in such activities shall be recorded on a State form which clearly identifies the activity as release time. Release from work to perform steward functions will normally be pre-approved and will not be unreasonably denied.

   In the first year of this contract, Union Stewards shall be allowed up to seven and one-half (7.5) hours for steward training. In the second and third years of this contract, Union Stewards who were stewards in year one shall be allowed up to four (4) hours for continued steward training. Union Stewards who are newly elected in years two and three of this contract shall be allowed up to seven and one-half (7.5) hours in the first contract year of their election for steward training and up to four (4) hours in succeeding years. All time for steward training shall be deducted from the nine (9) hours per month of steward time allowed under this Article. All training must be taken in no less than a three and one-half (3.5) hour block, and any training time not used in any contract year does not carry over to succeeding years.

   The Employer may make recommendations to the content of the training provided under this section.

C. Stewards shall be allowed to post Union information on bulletin boards made available under 2.04 of this Article and may distribute Union information to other bargaining unit members at their work stations provided it does not interfere with the members' or other employees' work.

D. The Union shall provide a list of stewards to each departmental personnel office with a copy to the Labor Relations Section. Only those individuals on the Union provided lists shall be entitled to the rights described in this Article.

E. For purposes of layoff or transfer of positions in the bargaining unit, stewards listed in D above shall head the applicable seniority list if they have held their Steward position for six (6) months or longer. If more than one steward has super seniority under this rule, their placement at the head of the list shall be determined by their amount of time in the classified service.

2.03 Meeting Space.
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 or agency concerned.

2.04 Bulletin Boards.
Past practice with respect to the number of bulletin boards and their use shall continue. Additional bulletin boards may be made available by mutual agreement.

2.05 Use of State Equipment.
Use of state-owned electronic equipment will be allowed and shall be governed by the State of Alaska Technology Policy.

ARTICLE 3 - Union Security

3.01 Noninterference.
The Employer agrees that it will not in any manner, directly or indirectly, attempt to interfere between any bargaining unit member and the Union. It will not in any manner attempt to restrain any bargaining unit member from belonging to the Union or from taking an active part in Union affairs, and it will not discriminate against any bargaining unit member because of Union membership or activity, upholding Union principles, or working under the instruction of the Union or serving on a committee, provided that such activity is not contrary to this Agreement.

3.02 Employer's Notification Obligation.
Persons employed in the Bargaining Unit in Juneau, Anchorage, or Fairbanks shall be notified by the Employer that they have ten (10) working days to contact and report to their local ASEA/AFSCME Local 52 office to be advised of their membership or agency fee obligations under this Article. Such reporting will not be release time. Bargaining Unit Members employed in all other geographic areas of the state will be advised that they have ten (10) working days to contact ASEA/AFSCME Local 52, as specified on the Member Enrollment Form provided by the Union, to be advised of these same financial obligations.

3.03 Agency Shop.

A. The Union owes the same responsibility of representation to all GGU bargaining unit members without respect to membership in the Union.

B. From the effective date of this Agreement through the expiration date, all bargaining unit members covered by this Agreement shall, as a condition of continued employment, either become a member of the Union or become an agency fee payer. The Union dues/agency fee will be an amount set by the Union. Payment of Union dues or agency fees shall commence no later than thirty (30) calendar days after the date of hire.

C. Upon written request by the Union Business Manager to the Director of the Division of Labor Relations, a bargaining unit member who has been employed for more than thirty (30) calendar days and who is not complying with the agency shop provisions of this Agreement shall be dismissed by the Employer.

3.04 Payroll Deductions.

A. Upon receipt by the Employer of an Authorization for Payroll Deduction of Union Dues/Fees dated and executed by the bargaining unit member which includes the bargaining unit member's social security number, the Employer shall each pay period deduct from the bargaining unit member's wages the amount of the Union membership dues or agency fee owed for that pay period. The Employer will forward the monies so deducted to the Union together with a list of bargaining unit members from whose wages such monies were deducted no later than the tenth (10th) day of the following calendar month. The Employer shall deduct from a bargaining unit member's wages only that amount of money that the Union has certified in writing is the amount of semi-monthly dues or agency fees.

If, for any payroll period in which the Employer is obligated to make deductions pursuant to this section, the wages owed a bargaining unit member after mandatory deductions are less than the authorized dues or fees to be deducted pursuant to this Article, the Employer shall make no deduction from wages owed the bargaining unit member for that payroll period. Payment of dues or agency fees for that pay period shall be made by the bargaining unit member directly to the Union.

B.

1. The Union Business Manager shall notify the Director of the Division of Personnel in writing of any increase or decrease in authorized dues or agency fees at least thirty (30) calendar days prior to the effective date of a flat dollar rate change.

2. The Union Business Manager shall notify the Director of the Division of Personnel in writing of any increase or decrease in authorized dues or agency fees at least sixty (60) calendar days prior to the effective date of a percentage or other alternative rate change.

C. Bargaining unit members may authorize payroll deductions in writing on the form provided by the Union. Such payroll deductions will be transmitted to the Union by the state. The amount of voluntary contribution shall be stated on the authorization form, together with the bargaining unit member's social security number.

3.05 Information Supplied to the Union.

A. The Employer shall provide the Union with a current list of bargaining unit members once per pay period at no cost to the Union. This list shall include the bargaining unit member's name, social security number, position control number (PCN), organizational routing code, department, location, strike class and termination date or last date in pay status, if applicable. The list will also itemize and show any regular deductions made and forwarded to the Union. Past practice will continue regarding the furnishing of bargaining unit member information each pay period..

B. Once each pay period the Employer shall furnish to the Union without cost a report showing all personnel transactions adding to or deleting bargaining unit members from the bargaining unit.

C. The Union specifically agrees that all information provided shall be used only for purposes related to the execution of the Agreement, that the Union shall be responsible for the protection and security of information provided, and that the Union shall assume liability which may result from any improper disclosure or use by the Union of information provided.

3.06 Indemnification of the Employer.

The Union shall defend, indemnify, and save the Employer harmless against any and all claims, demands, suits, grievances, or other liability (including attorneys' fees incurred by the Employer) that arise out of or by reason of actions taken by the Employer pursuant to this Article, except those actions caused by the Employer's negligence.

ARTICLE 4 - Management Rights

It is recognized that the Employer retains the right to manage its affairs, to determine the kind and nature of work to be performed and to direct the work force except as otherwise provided in this Agreement. All of the functions, rights, powers and authority not specifically modified or abridged by the express terms of this Agreement are the sole and exclusive prerogative of the Employer. Such functions, rights, powers and authority include, but are not limited to:

1. Recruit, examine, select, promote, transfer and train personnel of its choosing, and determine the times and methods of such actions;

2. Develop and modify class specifications, assign the salary range for each classification, and allocate positions to those classifications;

3. Assign and direct the work; determine the methods, materials and tools to accomplish the work; designate duty stations and assign personnel to those duty stations;

4. Reduce the work force due to lack of work, funding or other cause consistent with efficient management;

5. Alter its operations or service;

6. Discipline, suspend, demote or dismiss employees for just cause; and

7. Establish reasonable work rules; assign the hours of work and assign personnel to shifts of its designation.

ARTICLE 5 - No Strike or Lockout

5.01 No Strike or Lockout.

A. The Union agrees that during the life of this Agreement, neither the Union nor its agents or bargaining unit members will authorize, instigate, aid or engage in any work stoppage, slowdown, sick-out, refusal to work, picketing or strike against the Employer.

B. The Employer agrees that during the life of this Agreement there will be no lockout.

5.02 Picket Lines and Noninterference.

A. In the event that a picket line is established and sanctioned by the Union in accordance with 8 AAC 97 and is officially announced by its administrative head, it shall not be a violation of this Agreement nor a cause for discipline if a bargaining unit member refuses to enter upon any property involved in such a primary labor dispute or refuses to go through or work behind such primary lines, including primary picket lines at the Employer's place of operation. The provisions of this paragraph do not apply to those GGU members who are Class One employees, or Class Two employees in the event of an injunction, as described in AS 23.40.200.

B. The Union recognizes that the continuity of certain work is imperative to the public service mission of the Employer and if a work stoppage should occur, management and all other personnel not covered by this Agreement as well as bargaining unit members prohibited by law or contract from engaging in a work stoppage, shall be permitted to perform their duties without restraint, coercion or interference by the Union or its members.

5.03 Violations.

A. Violations of this Article by the Employer or Union are not subject to the grievance-arbitration procedure contained in this Agreement and either party may pursue such legal remedies as provided by law.

B. Disciplinary action taken against a bargaining unit member for a violation of this Article is subject to the complaint or grievance-arbitration procedure, as applicable.

ARTICLE 6 - Nondiscrimination and Affirmative Action

6.01 Nondiscrimination.

A. The parties agree not to discriminate in employment and membership and will use all due diligence to ensure that bargaining unit members are selected, appointed and promoted from among the most qualified, not on the basis of race, color, religion, national origin, age, sex, physical or mental disability, marital status, change in marital status, pregnancy, parenthood, political affiliation or belief, or Union affiliation, or otherwise as specified in law.

B. The Union acknowledges its members have the right to use the Employer's internal discrimination complaint procedure, but that the procedure and its use does not supersede any provisions of this Agreement.

6.02 Affirmative Action.

A. The Employer shall provide the Union with copies of affirmative action plans and programs upon request.

B. The parties recognize that the subject of affirmative action and progress toward affirmative action goals is an appropriate subject for labor-management committee meetings.

ARTICLE 7 - Labor – Management Committees

7.01 Purpose.
The purpose of labor-management committees, where established, is to facilitate communication between the parties and to promote a climate conducive to constructive Employer/employee relations.

7.02 Procedures.

A. A joint labor-management committee shall be established by written agreement at the executive level. Other joint labor-management committees may be established by written agreement of the parties at the departmental or local levels of operations as appropriate to discuss matters of mutual interest. The term "local level" shall be applied to as large a unit as is practicable. Agreements establishing committees shall be entered into by the Division of Labor Relations and the Union.

B. Committees shall be limited in size to the smallest feasible number of representatives, the specific number to be mutually determined as part of the written agreement establishing the Committee. The composition of each Union labor-management committee delegation shall be at the discretion of the Union.

C. Committees shall meet as agreed. Written agenda will be prepared and forwarded to the Division of Labor Relations and the Union in advance of all meetings.

D. Approved time spent in meetings (including actual necessary travel time) shall neither be charged to leave nor considered as overtime worked. Delegate absences from work for purpose of attendance at labor-management committees are subject to prior approval by the supervisor; however, management shall make reasonable efforts to reschedule shift assignments or days off so that the Union Representatives may attend meetings on work time. Each party shall be responsible for all other costs, including travel and per diem, incident to the participation of its appointees.

E. Committees shall have no power to contravene any provision of this Agreement, to enter into any agreements binding the parties, or to resolve issues or disputes surrounding the implementation or interpretation of the Agreement. Matters requiring a contract modification shall not be implemented until a written letter of agreement has been executed by the Union and the Employer.

   No discussion or review of any matter by a committee shall forfeit or affect the time frames of any dispute resolution procedure contained in this Agreement. Issues that should be resolved through such procedures shall be referred to and handled pursuant to that procedure. Matters which have been submitted to any formal dispute procedure or which are in litigation shall not be discussed.

   Matters may be referred to and from local level, department, or statewide committees as necessary.

F. Staff representatives of the Division of Labor Relations and the Union will render assistance to joint committees on procedural and substantive issues as necessary to fulfill the objectives of this Article and may participate in such meetings.

G. If the Employer offers labor-management committee training to the members of the committees established under "A" of this section, it shall be offered to all members of the committees.

ARTICLE 8 - Emergency Personnel

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

agreed that the current 2 AAC 07.190 on Emergency Appointments shall continue in full force and effect.

B. This Article shall not apply for emergency appointments to positions normally held by a bargaining unit member and the Employer agrees that emergency hires will not be made to circumvent the recruitment and examination process, to delay the return of seasonal bargaining unit members, or otherwise to displace a bargaining unit member.

C. Emergency personnel as defined in this Article shall appear on the monthly personnel listings of all General Government bargaining unit members as provided for in this Agreement. Such listing shall designate by code which individuals are emergency personnel for the period of the listing.

ARTICLE 9 - Nonpermanent Appointments

It is recognized that the need exists to hire nonpermanent personnel in positions similar in duties and requirements to permanent positions in the bargaining unit; therefore, the following provisions shall apply to nonpermanent appointments in the bargaining unit:

9.01 Wages.
An individual hired as a nonpermanent covered by this Agreement must perform the work of the assigned class and may not be paid less than the entry salary step of the range assigned to the class in which the nonpermanent is to work.

9.02 Short-Term Nonpermanent Appointments.

A. Positions, which are established for periods of ninety (90) calendar days or less in any twelve (12) month period, may be filled through the use of short-term nonpermanent appointments. The Director of the Division of Personnel may authorize such appointments to be made without recruitment or examination. The Employer and Union agree that all determinations concerning the terms and conditions of short-term nonpermanent employment shall be made independently by the Employer, except as specifically provided in this or other Articles.

B. Short-term nonpermanent appointments may be extended by the Director of the Division of Personnel. If a short-term nonpermanent position is extended, it remains a short-term nonpermanent position. In the event that a short-term nonpermanent continues to work beyond one hundred twenty (120) days, the appointment shall, as of the one hundred and twenty-first (121st) day, be treated as a long-term nonpermanent appointment for specific benefit purposes only and these benefits (health and life insurance, annual and sick leave, and holidays) shall be awarded retroactive to the date of appointment. The individual has the option to either designate retroactive application of the health and life insurance benefit or make it effective on the first day of the month following the 121st day of employment.

C. If a short-term nonpermanent position expires, another short-term nonpermanent position may not be established to perform the same set of duties for a period of at least sixty (60) days.

9.03 Long-Term Nonpermanent Appointments.

A. Nonpermanent positions which on the date established are for periods of more than one hundred twenty (120) days and less than twelve (12) months duration may be filled through the use of long-term nonpermanent appointments. Any individual hired pursuant to this provision shall meet the minimum qualifications as required of individuals seeking permanent employment in the class into which they are to be hired. The Employer agrees that all nonpermanent appointments will be consistent with AS 39.25.195 - 39.25.200.

B. In the event that a long-term nonpermanent bargaining unit member is worked for longer than twelve (12) months, except as provided in Section 9.05, the Employer will review the reasonableness of establishing a permanent position, except where the position has a specific termination. If a permanent position is established under this subsection, the Employer may recruit for the position and the long-term nonpermanent bargaining unit member shall be eligible to compete for the position. Twice a year, the Union may request, in writing, to the Director of the

Division of Personnel and Labor Relations, that the Employer will provide the Union a list of all long-term nonpermanent bargaining unit members. The Employer shall provide such list within thirty (30) days of the receipt of the Union's written request.

C. All long-term nonpermanents will be entitled to personal leave, ~~unless they were employed prior to the effective date of this Agreement and elected not to convert to Personal leave under the provisions of Article 26 of this Agreement~~, health and life insurance and holiday benefits. These benefits shall be prorated for less than full-time work on the same basis as for employees in the bargaining unit. Long-term nonpermanents shall have access to the complaint procedure established in Article 15 as the sole means for resolving disputes or controversies with respect to nonpermanent employment.

9.04 Probationary Credit.
Time spent in nonpermanent status shall be credited toward probationary status as follows: If the nonpermanent is appointed to probationary status in the same classification performing similar duties with no break in employment, the nonpermanent shall be credited with one (1) month toward the probationary period for every consecutive month of nonpermanent employment to a maximum of one-half (1/2) the required probationary period in the job class.

9.05 JTPA and Similar Nonpermanents.

A. It shall not be a violation of this Agreement to employ JTPA or similar nonpermanents and such nonpermanents shall be members of the bargaining unit. The Employer agrees to abide by the federal regulations governing such employment programs.

B. Any dispute between the parties under this paragraph concerning compliance with federal regulations shall not be subject to the complaint or grievance procedures of this Agreement but may be referred by either party, after discussion, to the federal agency responsible for the program for resolution. Neither party waives its right to seek resolution of the matter in court when appropriate after exhaustion of the administrative remedies as authorized in this paragraph.

9.06 On-Call Nonpermanent Substitutes.
The parties recognize that the need exists to establish nonpermanent positions the duties and requirements of which are similar to permanent positions in the bargaining unit. Specifically, there exists a need for such positions whose incumbent(s) are on-call to temporarily substitute for other members of the bargaining unit; therefore, the parties agree to the following terms and conditions of employment for such personnel:

A. Definition: An on-call nonpermanent substitute position shall be defined as a nonpermanent position whose incumbent(s) are sporadically scheduled or called to work.

B. All determinations concerning the terms and conditions of on-call nonpermanent substitute employment shall be made independently by the Employer, except as specifically provided in this agreement.

C. Terms and Conditions:

1. On-call nonpermanent substitute personnel shall be exempt from the provisions of Sections 9.02 and 9.03, except as specifically provided herein.

2. On-call nonpermanent substitute personnel who are called to work may refuse the work for personal or other reasons and will not be subject to discipline for such refusal, provided that once an assignment is accepted, an on-call substitute must complete that assignment or be subject to discipline unless prior approval has been obtained. Approval for absence due to illness shall be granted in the same manner as leave is granted for medical purposes pursuant to Articles 25 or 26.

3. An individual hired as an on-call nonpermanent substitute covered by this Agreement must perform the work of the assigned class and shall be paid at the entry salary step of the range assigned to the class in which the on-call nonpermanent substitute is to work, unless another step is granted in accordance with Article 21.06.A.

4. After working for a number of hours equal to the full-time, probationary period, in hours, of the assigned class, the incumbent of an on-call nonpermanent position shall be paid one step above the salary step at which placed pursuant to Section 9.06.C.3. Actual step placement shall remain unchanged. Hours shall be cumulative from the date of appointment to the position. If the on-call substitute is appointed or converted to a nonpermanent position in accordance with Section 9.06.D.1, or if the on-call substitute accepts an appointment into a permanent position, he or she shall retain the earned step increase.

5. An agency may offer a short- or long-term nonpermanent appointment to an on-call substitute working in the same job class without recruitment or examination. At the conclusion of such an appointment, that individual shall revert to on-call nonpermanent substitute status.

D. Conversion:

1. On-call nonpermanent substitute personnel who remain in pay status for at least thirty (30) hours per week for seventeen (17) consecutive workweeks shall be subject to the provisions of Section 9.03 prospectively following the seventeenth (17th) consecutive week. Approved absences shall not be considered a break in service for purposes of this subsection, but shall extend the service required by an equal number of days.

2. On-call nonpermanent substitute personnel who are appointed to nonpermanent positions pursuant to Sections 9.02 or 9.03, or to permanent/probationary positions shall be placed at Step A of the appropriate range, except if another step is granted in accordance with Article 21.06.A.

E. On-call nonpermanent personnel shall not be eligible for group health insurance.

F. On-call nonpermanent personnel shall not be eligible for holiday pay, but shall receive time and one-half for all hours worked on a holiday at the appropriate shift rate of pay.

G. On-call nonpermanent personnel shall not accrue annual or sick leave, but may be granted approved absences from duty without pay.

9.07 Alaska Temporary Assistance Program (ATAP)

A. ATAP workers working with General Government Bargaining Unit (GGU) members are not represented under the terms of this Collective Bargaining Agreement.

B. These workers shall not be considered GGU members, and they shall perform work as defined by newly created entry level temporary class specifications developed by the Division of Personnel, and agreed to by ASEA/AFSCME Local 52. This ATAP work will be substantially different than work currently performed by GGU workers.

C. The Employer agrees that no current GGU position shall be eliminated as a result of the employment of ATAP temporary training workers, and if a GGU member is on layoff status they will not be replaced by an ATAP worker.

D. GGU bargaining unit members may provide mentoring assistance to these temporary training workers. This mentoring shall not be a consideration for the purposes 8 AAC 97.990(a)(5).

ARTICLE 10 - Recruitment and Selection

The parties agree that it is their mutual intent to strengthen the merit principles in the bargaining unit and, pursuant to AS 23.40.070(3), shall use all due diligence to maintain merit principles among public employees to the end that public employees be selected, appointed, and promoted from among the most qualified, not on the bases proscribed in Article 6.01.A (Nondiscrimination). Except as specifically provided in this agreement, all recruitment and selection for positions in the General Government Unit shall be made consistent with the Personnel Rules.

No provision of this Agreement shall be construed to interfere with the rights of injured workers pursuant to AS 39.25.158 and AS 23.40.075.

10.01 Recruitment.

A. The Director of the Division of Personnel or any person to whom the Director has delegated this authority shall maintain a list of all laid off employees in accordance with the Standard Operating Procedures, Department of Administration, Division of Personnel and this Agreement.

B. All eligible applicants must meet all prerequisites and pass all tests of fitness required by the Employer. The Employer is under no obligation to consider any applicant, unless the applicant has preferential rights under other provisions of this bargaining agreement, by statute, or by law.

Eligible Rehire or Transfer candidates may be appointed without recruitment or application. Such appointment will be in accord with Articles 11.06, 11.07 and 21.06.B and D of this Agreement.

The Director of the Division of Personnel or designee may establish and maintain the following applicant pools, and they are defined as:

1. Department Recruitment: Recruitment is limited to permanent state employees who are employed in the classified service of the appointing department and who have correctly applied for the vacancy.

2. State Employee's Only Recruitment: Recruitment is limited to permanent state employees in the classified service who have correctly applied for the vacancy.

3. Open-Competitive Recruitment: Recruitment is open to all individuals within the identified geographic region who have correctly applied for the vacancy.

C. Employees in the bargaining unit who have permanent status, veterans or National Guard preferential status, or who qualify as an underutilized candidate shall appear in applicant pools with their status clearly marked.

D. Transfers and Rehires: Employees who desire transfer or rehire shall have their status clearly marked.

E. The group of applicants generated through Workplace Alaska or other recruitment devices shall be known as the Applicant Pool. Applicant pools used to fill vacancies in the Bargaining Unit, including final rankings, if any, shall be open for inspection by a Union representative. Confidential information regarding non-bargaining unit members will be respected and is not open for inspection.

F. Should the appointing authority use an Applicant Pool, an opportunity to interview shall be given to a minimum of the three (3) most qualified bargaining unit members who meet or exceed the minimum qualifications and are eligible for consideration. If the interview results in a ranking of eligible applicants the bargaining unit member(s) will also be ranked.

G. Pursuant to the parties' mutual recognition of the principles of Equal Employment Opportunity and Affirmative Action, in accordance with 2 AAC 07.175, the parties agree that if Personnel Memorandum 00-3 is either rescinded or superseded they will consider an LOA addressing the issues incorporated in the new Memorandum.

H. The parties agree that the appointing authority may use the Department of Labor and Workforce Development's Job Service to fill vacancies in job classes allocated at range 9 or below. When using the Job Service, notice of recruitment shall also be listed through Workplace Alaska.

I. The Employer agrees to make available a list of all Workplace Alaska vacancies to the Department of Labor and Workforce Development's Job Service Section.

10.02 Appointments.

In filling a vacant position in the bargaining unit, an appointing authority shall use the following procedures:

A. If the position to be filled is a permanent one, the Director or the person to whom authority has been delegated may only appoint the one (1) name highest on the organizational unit layoff list to the vacancy. If no organizational unit layoff list exists or if such eligibles decline appointment or are not available and the reason for filling a position is not reclassification subject to Article 12.01.D, the appointing authority may only appoint the one (1) name highest on the agency layoff list to the position. If no agency layoff unit list exists or if such eligibles decline appointment or are not available, the appointing authority may only appoint the one (1) name highest on the layoff list from other agencies.

B. If no organizational unit layoff list exists, or if such eligibles decline appointment and the reason for filling the position is because it has been reallocated to another job class, the incumbent of the position shall be appointed to the position as of the effective date of the reallocation action.

C. If no layoff list exists, recruitment and appointment will be made consistent with other provisions of this Agreement.

The parties agree that for the purposes of recruitment, employees on the layoff list in accordance with Section 10.01.A.1 will be considered prior to beginning recruitment, on the closing date of the application period, and prior to extending the duration of lists pursuant to Section 10.03.B.

A laid off employee's designated conditions of employment upon return from layoff in effect prior to beginning a recruitment will also be the conditions considered on the closing date of the application period. This does not apply to extensions pursuant to Section 10.03.B.

D. It is understood between the parties that an applicant pool for a vacancy will include the names of other applicants who are not bargaining unit members, but that the provisions of this section shall apply to bargaining unit members only.

E. When practical, the parties agree to encourage the use of hiring panels composed of at least three (3) individuals of the Employer's choice when interviewing candidates to fill a bargaining unit vacancy. This shall not be construed to require the use of hiring panels in any hiring decision.

10.03 Duration of Applicant Pools and of Eligibility on Lists.

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

B. Departmental, State Employees only and Open-Competitive Recruitment: Shall be valid for ninety (90) days from closing date of recruitment, however, the Director of the Division of Personnel may authorize extensions. No extension may be granted if there are qualified injured workers or if there are bargaining unit members on layoff status eligible for recall to the position being filled.

~~**10.04 Disqualification of Bargaining Unit Members and Removal of Names From Applicant Pools.**~~
~~The Director of the Division of Personnel may refuse to examine the application of a bargaining unit member or refuse to place the bargaining unit member's name to an applicant pool or may remove the name of any bargaining unit member from an applicant pool who:~~

~~A. Has failed to submit an application correctly and within prescribed time limits.~~

~~B. Is found to lack any of the preliminary or minimum requirements.~~

~~C. After consideration, is determined to be physically or otherwise unable to perform the duties of the job.~~

~~D. Has made a false statement or concealed material fact in the application.~~

~~E. Has been dismissed from State service for delinquency, misconduct, and unsatisfactory performance of duties or other justifiable cause. In such cases the bargaining unit member's name~~

~~will be removed from all lists and the member will not be eligible to apply for a vacancy. If the bargaining unit member is dismissed from a class at range 14 or above, the Director of Personnel may reinstate eligibility to apply, provided the bargaining member has been employed and performed satisfactorily for twelve (12) months in non-state employment and is able to provide references that reflect successful performance in the area(s) related to prior misconduct, unsatisfactory performance of duties or other justifiable cause. If the bargaining unit member is dismissed from a class at range 13 or below, the Director of Personnel may reinstate eligibility to apply, provided the bargaining member has been employed and performed satisfactorily for six (6) months in non-state employment and is able to provide references that reflect successful performance in the area(s) related to prior misconduct, unsatisfactory performance of duties or other justifiable cause.~~

~~F. Has used or attempted to use political pressure or bribery to secure an advantage in the application or appointment.~~

~~G. Has directly or indirectly obtained information regarding applicant pools, interview questions, or other selection devices to which as an applicant the bargaining unit member is not entitled.~~

~~H. Has accepted an appointment and then failed to report for duty within the time prescribed by the appointing authority.~~

~~I. Has applied for a specific vacancy and failed to reply to a recruitment inquiry within five (5) working days.~~

~~J. Has been convicted of a misdemeanor or a felony under the following conditions:~~

~~1. An applicant for employment must report a misdemeanor conviction that occurred within the preceding five (5) years, and a felony conviction regardless of the date it occurred.~~

~~2. The Director of the Division of Personnel shall review the applications of individuals convicted of crimes and may disqualify the applicant if the offense for which the applicant was convicted directly relates to the applicant's possible performance in the position applied for.~~

~~3. In making the determination of whether an applicant should be disqualified for a position, the Director may consider the nature and seriousness of the offense; the kind of position for which the applicant is applying and the requirements of that position; the circumstances under which the offense was committed; the age of the applicant at the time the offense was committed; whether the offense was an isolated or repeated violation; any aggravating, mitigating, or other facts or circumstances that may have bearing on the suitability of the applicant for employment in the position sought.~~

10.~~05~~ 04 Notification of Recruitment.
If available, and on the member's own time, a bargaining unit member may access Workplace Alaska or the Department of Labor and Workforce Development's Job Service web-site and apply for State of Alaska vacancies at his or her work site and shall be allowed to use his or her work site email address to receive notification of recruitment announcements.

ARTICLE 11 - Employment Status

11.01 Appointments.

A. Except as specifically provided in this Agreement, all appointments to positions in the bargaining unit shall be made consistent with the Personnel Rules.

B. No provision of this Agreement shall be construed to interfere with the rights of injured workers pursuant to AS 39.25.158 and AS 23.40.075.

11.02 Probationary Period.

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

A. Duration.

1. The probationary period for employees at range 13 and below shall be six (6) months with the provision that:

a. Employees in ranges 5 through 13 who, in the judgment of the Employer, have satisfied the requirements for completion of the probationary period, may with the written approval of their Division Director, be made permanent on the sixteenth (16th) day of any month following completion of three (3) months of probationary service.

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

2. The probationary period for employees at range 14 and above shall be twelve (12) months with the provision that:

a. Employees at ranges 14 and above who, in the judgment of the Employer, have satisfied the requirements for completion of their probation may, at the discretion of the Employer, be made permanent on the sixteenth (16th) day of any month following six (6) months probationary service.

b. The Employer may, after written mutual agreement with the Union, extend the probationary period of an employee in ranges 14 and above for a period not to exceed three (3) months.

B. An employee who is promoted prior to the completion of a probationary period to a higher level position in the same class series shall complete the probationary period in the lower job class by acceptable or better performance, as determined by the Employer, ~~service in~~ the higher job class. The employee shall be considered as having permanent status in the lower classification at the end of the applicable probationary period following appointment to the position in that classification and shall complete the full probationary period in the higher class, provided the employee's performance at the higher level is acceptable or better, as determined by the Employer.

C. Upon promotion, upon rehire or upon appointment to a position at the same or lower salary range which is in a different class series and is not "parallel" or closely related, an employee shall serve a new probationary period and establish a new anniversary date.

D. Employees with permanent status in a job class may accept an appointment in a different class series in which they hold permanent status. If such an employee is notified of failure to complete the new probationary period, he/she shall be returned to a vacant position in the class in which he/she holds permanent status and which the Employer decides to fill, with no right of appeal of the failure to complete probation or the return procedures listed below, except to enforce their terms.

Such return shall be accomplished as follows:

1. by placement in a vacant position in the employing agency;

2. if applicable, by placement in a vacant position in the immediately prior employing agency from which the employee moved specifically in order to accept the position in which the employee has failed to complete the probationary period;

3. if placement cannot be made in accordance with 1 or 2 above, the employee shall be placed in layoff from the class in which permanent status is held. No bumping rights shall exist in these circumstances.

E. Employees returning from layoff to the same job class or lower job class in the same class series shall not be subject to the probationary period except to complete any incomplete probationary period.

F. The provisions of this section shall not apply to positions or classifications subject to regulations which require specific periods of probation for employees performing the work of those positions or classifications, such as those promulgated by the Alaska Police Standards Council, in which case those regulations shall apply.

G. Employees who are promoted in a flex position may be granted early permanent status, subject to the provisions of this section.

11.03 Permanent Status.

A. Permanent status in State service shall be attained with satisfactory completion of the initial probationary period. Nonretention during the initial probationary period shall be subject only to the complaint procedure established in Article 15 (Complaint Resolution Process). Such a Complaint shall be filed at Step Two.

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

1. Separated;

2. Demoted during the probationary period;

3. Extended in the probationary period; or

4. Notified in writing by the appointing authority prior to the completion of the probationary period that the employee will not successfully complete the probationary period. In such cases, an employee may, at the discretion of the appointing authority, continue in the position not to exceed ten (10) working days past what would have been the end of the probationary period. Employees retained longer than the ten (10) working days past the end of the probationary period shall be considered to have attained permanent status.

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

C. An employee holding permanent status in a job class at the time of promotion will, upon promotion, retain permanent status in State service and the job class in which permanent status is held, or in the job class in which the employee attains permanent status through service at the higher level in accordance with Section 11.02, for the duration of the new probationary period.

11.04 Subfills.

A. A subfilled position is one which is filled at a lower classification than normally utilized to fill the position and may only be authorized by the Director, Division of Personnel.

B. Subsequent to the signing of this Agreement, any employee who is given a subfill appointment in a higher range than the employee's own shall receive full credit for the time served in the form of a report to be placed in the employee's personnel file. An employee who subfills a position in a higher range than the employee's own, as provided above, and performs the duties of the higher range shall, commencing with the second (2nd) day, be paid at the rate of the higher range. The Employer agrees that, upon request by a Union Representative, the Employer shall open a position currently being subfilled to competitive selection from among qualified applicants.

C. Any employee who receives a subfill appointment shall be advised in writing as to the conditions of the subfill appointment.

11.05 Seasonal Leave Without Pay.
Incumbents of seasonal positions shall be placed on leave without pay at the end of the work season. Such an employee remains the incumbent of the position and is not on layoff status during the period of leave without pay. Seasonal employees may elect to carry over not more than one hundred eighty-seven and one-half (187.5) hours of annual/~~personal~~ leave for use upon their return to work. Any additional annual/~~personal~~ leave balance shall be cashed out as a lump sum. However, where the Employer determines that a seasonal employee will be on seasonal leave without pay for forty-five (45) consecutive days or less, the employee may elect to carry over their entire leave balance. The decision regarding the length of seasonal leave without pay will be made by the Employer at the time the employee is placed on seasonal leave without pay. The decision of the Employer is final. Seasonal employees may elect to carry over up to their full balance of hours of personal leave from work season to work season. Whenever practical, seasonal employees shall be given ten (10) working days notice prior to entering seasonal leave without pay status.

Seasonal employees on seasonal leave without pay may accept offers of employment in any department.

11.06 Rehire.
An employee who separates from a job class in good standing while holding a permanent or probationary appointment may be appointed without recruitment or examination in the same class of position or in a lower class in the same series, provided such reappointment takes place within two (2) years from the employee's date of separation from the job class. Upon advance written approval of the Director of the Division of Personnel, such reappointment may be in a "parallel" or closely related class.

11.07 Transfer.

A. An employee, except a provisional employee, may apply for and be transferred to a position in the same class, or to a "parallel" or closely related job class at the same pay range in State service. If the request for transfer is restricted to the employee's own department and is in the same job class, the employee may make such request through departmental channels and may be appointed without recruitment or application.

B. Transfers to a "parallel" or closely related job class outside of the employee's own department may be appointed without recruitment or application only upon approval of the Director of the Division of Personnel after the Director has determined that the employee possesses the necessary qualifications and the job classes involved are "parallel" or closely related.

C. The status, step placement and all accrued employee benefits of a transferred employee who accepts a position in the same or a closely related job class shall remain unchanged and the length of service with the State shall remain unbroken.

D. A transfer to be effected for the "good of the service" without the voluntary consent of the employee must be approved by the Director of the Division of Personnel. For purposes of this Section any movement within an agency that entails neither a change in job class nor a change of location outside the local geographic area shall be considered a change of assignment and shall not be considered a transfer.

   If the spouse of an employee transferred for the "good of the service" in accordance with this section is also a bargaining unit member, he or she shall be granted out-of-order layoff rights to their current job class, pursuant to Article 12.

E. The voluntary transfer of an employee within an agency or between agencies may be made at the discretion of the appointing authority(ies).

F. For purposes of this section, an employee's request for transfer does not require the approval of the employee's supervisor.

G. An employee may be appointed to a job class at the same range as the employee currently holds where the classes are not "parallel" or closely related by selection from an applicant pool. Such action shall not be considered a transfer for purposes of this section. An employee accepting such appointment shall remain at the same step in the range and all accrued employee benefits shall remain unchanged and the length of service with the State shall remain unbroken except that the employee shall serve a new probationary period and have a new anniversary date.

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

11.08 Demotion.

A. Involuntary Demotion for Cause. An appointing authority may demote an employee holding permanent status in the job class from which demoted only for just cause. The demoted employee shall be furnished with a statement in writing setting forth reasons for the demotion.

B. Involuntary Demotion for Failure to Complete a Probationary Period. An employee holding permanent status in a job class but serving a new probationary period in a job class in the same or "parallel" or closely related class series may be demoted after notice of failure to complete probation without right of appeal under the terms of Article 16 of this Agreement. Every effort shall be made to notify the employee that the probationary period will not be successfully completed at least ten (10) working days prior to its expiration. Whatever the reason, failure to give ten (10) working days notice does not mean that the employee gains permanent status.

C. Voluntary Demotion:

1. An employee holding permanent status in a class may request a voluntary demotion to a lower class in the same or "parallel" or closely related class series and shall retain permanent status in the lower class. Prior to making an appointment to a position in a lower class not in the same class series the appointing authority may ask the Director of the Division of Personnel to determine if the lower class is closely related and can be considered the same class series.

2. An appointment to a lower class not in the same or closely related class series shall not be regarded as a voluntary demotion. In these circumstances, an employee will be selected from an eligible list and shall be subject to the applicable probationary period in the lower class and shall have a new merit anniversary date established.

D. Demotion Through Reclassification. An employee whose position is reclassified downward and who receives a demotion as a result thereof shall be paid in accordance with Article 21.06.F, and the employee's status shall remain unchanged.

E. Demotion in Lieu of Layoff. An employee who accepts a demotion in lieu of layoff will be subject to the provisions of Section 11.08.C. Such an employee retains primary layoff rights in the class from which he/she accepted demotion.

11.09 Resignation.

A. Resignation from State Service. A bargaining unit member may resign from the State by presenting the resignation in writing to the member's first (1st) level supervisor outside the bargaining unit. To resign in good standing the bargaining unit member must give the supervisor at least ten (10) working days notice. After such resignation has been presented it may be withdrawn only by written mutual agreement of the parties.

B. Resignation from a Position. A bargaining unit member may resign from a position to accept appointment to another position in the classified service by submitting written notice to the member's first (1st) level supervisor outside the bargaining unit. A member may withdraw such resignation at any time prior to its effective date unless an appointment to the position has been made.

ARTICLE 12 - Layoff

12.01 General Provisions.

A. The Employer may layoff an employee who holds a substitute appointment when the incumbent returns to the position, or by reason of abolition of the position, shortage of work or funds or other reasons outside of the employee's control which do not reflect discredit on the services of the employee. The name of such an employee shall remain on the layoff list for a period of three (3) years, except as otherwise provided in this Article.

B. No permanent or probationary employee in the bargaining unit shall be laid off while there are emergency, nonpermanents or provisional personnel serving in the same agency and location in the same job class or other job classes performing work to which the permanent or probationary employee could reasonably be assigned consistent with the needs of the agency.

C. Change in Status in Lieu of Layoff. An employee who is the incumbent of a position for which the status is changed (e.g., from full-time to part-time or seasonal) may elect to remain the incumbent of that position in lieu of layoff. Subject to the following provisions, the employee will retain layoff rights to the original position:

1. Upon a change in the status of an occupied position, the Employer will give at least ten (10) working days written notice of the effective date of layoff, including the position to which the employee has an election to demote and displace. Within ten (10) working days following a receipt of the layoff notice, the employee will advise the Employer of the decision either to exercise layoff rights or to accept a change in position status.

2. If an employee elects to accept a change in position status, the employee shall be placed on the layoff list for the division, location, classification and position status originally held. The employee is eligible for appointment and recall rights associated with that layoff list and is subject to all conditions accompanying those rights. The employee may submit a statement restricting the conditions under which the employee will be available for recall. These conditions are limited to department and location and status of employment with one exception: in instances in which a classification has formal, distinct options under one (1) job class title and is so certified, the employee may restrict recall rights to specific options (other than from which laid off) provided the employee meets the minimum qualifications for those options. No other layoff rights will apply to employees in this situation.

D. Reclassification. The parties agree that in instances in which a position is reclassified to another job class based on duties that have been, are, and will be performed by the current employee, the provisions of this Article regarding "Rights of Laid-Off Employees" shall not apply and the incumbent shall retain the reclassified position, provided only that there is no one on the organizational unit layoff list for the job class to which the subject position is to be classified. In the latter case, the provisions of this Article shall apply.

E. For purposes of this Article, all positions in a class series covered by a flexible staffing agreement approved by the Division of Personnel shall be treated as a single class for purposes of layoff and recall. In the event of a vacancy in any job classification covered by a flexible staffing agreement, any position so filled will be classified at the level of the employee recalled, effective on the date of recall. Reclassification of a filled position covered by an approved flexible staffing agreement shall not be considered a vacancy.

12.02 Organizational Units.

A. Structure.

1. The basic subdivision of agencies into organizational units for layoff purposes for positions in this bargaining unit shall be the following:

a. Division
b. Location
c. Job Classification Series

d. Position Status

2. Organizational units shall not be structured for the purpose of constructively discharging specific employees.

3. Changes to these units may be approved by the Director of the Division of Personnel for compelling business reasons and in accordance with 2 AAC 07.800.

4. Copies of requests for organizational units shall be provided to the Union upon receipt by the Division of Personnel. Copies of organizational units subsequently approved will be provided to the Union simultaneously with notice to an agency.

B. The Union may request the Commissioner of the Department of Administration to review the decision of the Director of the Division of Personnel regarding changes to organizational units. Such requests shall be in writing and must be delivered to the Commissioner of the Department of Administration within ten (10) working days of receipt of a copy of an approved change. The Commissioner of the Department of Administration shall review the action of the Director of the Division of Personnel and shall advise the Union of the results of that review in writing within ten (10) working days of receipt of the request. This shall be the sole means of reviewing organizational units for layoff except that the Union is not precluded from filing grievances alleging that organizational units have been structured for purposes of constructively discharging specific employees.

C. The parties recognize that all affected employees must be informed of existing layoff units and changes to layoff units. Copies of approved organizational units must either be posted or copies distributed to notify affected employees of the recognition of layoff units. Upon request, each employee shall promptly be given a copy of the employee's approved organizational unit.

D. An organizational unit must be approved at least thirty (30) calendar days before a notice of layoff is sent to any employee in the affected unit.

12.03 Order of Layoff.

A. In instances where computation of layoff seniority and the establishment of a layoff order are required, the Director of the Division of Personnel shall certify a list to the appointing authority with a copy to the Union Headquarters.

B. Layoff seniority shall be computed based upon the employee's length of probationary/permanent time in the classified service.

C.

1. Once the Employer identifies the position it intends to vacate, the following procedure applies:

a. The employee with the least layoff seniority in the organizational unit may elect to displace the employee with the least layoff seniority in the next lower job class of the organizational unit provided that the employee in the higher job class has more layoff seniority.

b. If no employee in the next lower job class of the organizational unit has less layoff seniority than the employee being laid off, each lower job class shall be reviewed until the series is exhausted.

c. If an employee is displaced, the bumping procedures of Section 12.03.C.1 shall apply.

If, after following this procedure, no employee was eligible to be displaced and there were fewer than five (5) employees in the next lower job class of the organizational unit, then Section 12.03.C.2 shall apply.

2. The "location" will be expanded, normally concentrically, until five (5) employees in the next lower job class are included, providing that all employees within the job class at any location from

which one (1) employee is required shall also be included in the expanded organizational unit. If no employee in the next lower job class of the expanded organizational unit has less layoff seniority than the employee being laid off, each lower job class shall be reviewed until the series is exhausted. If any employee in a lower job class at the expanded location has less layoff seniority and is displaced, the provisions of Section 12.03.C.1 shall apply.

Geographic expansion to obtain five (5) employees in the next lower job class shall not be considered a new or revised organizational unit within the meaning of this Agreement and shall not require approval, posting or notice for the thirty (30) calendar days as provided for elsewhere in this Article. Geographic expansion will take into consideration similarity of duties and the needs of the State.

D. Upon receipt of the layoff notice and the job class and location in which he or she may exercise an election, the employee to be laid off shall have ten (10) working days to exercise such election to displace an employee under the terms of Section 12.03.C. If electing to displace an employee in a lower classification in the series, he or she shall be placed at the appropriate range at his or her existing step and the merit anniversary date shall remain unchanged. Upon recall to the original job class, the employee's salary shall be adjusted upward, step for step, to the appropriate range. Each employee displaced by this procedure shall have the right to use this procedure.

E. The order of layoff shall be:

1. Employees shall be listed in ascending order of layoff seniority. The employee with the least layoff seniority shall be laid off first (1st), the second employee second (2nd), etc.

2. Super Seniority: Those Union Stewards entitled to super seniority under the terms of this Agreement shall head the seniority list and shall be the last to be laid off in the organizational unit.

3. Ties: If two (2) or more employees have identical layoff seniority, the order of layoff shall be determined by the following:

a. Veterans' Preference per AS 39.25.159. A veteran shall be given preference for the position over a nonveteran.

b. Layoff seniority in the class series from which laid off.

c. If a case cannot be determined by the application of a or b, it shall be at the Employer's discretion to determine which of the two (2) or more employees to lay off.

12.04 Notification.

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

B. In every case of the layoff of a probationary employee, the appointing authority shall make every effort to give written notice to the employee at least ten (10) working days in advance of the effective date of the layoff.

C. The employing department's personnel section shall be available to provide counseling and assistance to affected employees. This includes assistance in seeking other employment and advice as to the employee's rights and benefits.

12.05 Rights of Laid-Off Employees.

No provision of this Agreement shall be construed to interfere with the rights of injured workers pursuant to AS 39.25.158 and AS 23.40.075.

A. Certification and Recall

1. A laid-off employee shall be placed on the layoff list. When a vacancy occurs, the appointing authority may only appoint the one (1) employee highest on the layoff list for that organizational unit in that job class.

2. If no organizational unit layoff list exists or if such eligible employees decline appointment or are not available and the reason for filling a position is not a reclassification of a filled position pursuant to Section 12.01.D above, the appointing authority may only appoint the one (1) employee highest on the layoff list for that department in that job class.

3. If no departmental layoff list exists or if such eligible employees decline appointment or are not available, the appointing authority may only appoint the one (1) employee highest on the layoff list of other agencies for the same job class.

4. The order for return from layoff shall be the inverse of the order of layoff seniority. If two (2) or more laid-off employees in the same job class have identical layoff seniority, the job will be offered first:

a. to the employee who has been on layoff the longest; then

b. to the employee who meets the legal definition of veteran for purposes of veterans' preference.

c. In any case which cannot be determined by the application of a and b above, it shall be at management's discretion to determine which of the two (2) or more laid-off employees to recall.

5. The parties recognize the obligation to make good faith efforts to reemploy laid-off employees; it is not until all qualified laid-off employees have been offered the position one (1) at a time and are not available or otherwise decline the position that the Employer may fill the position pursuant to Article 10.

6. An employee may submit a statement restricting the conditions under which the employee will be available for recall. These conditions are limited to department, location and status of employment with one exception: in instances in which a job class has formal, distinct options under one (1) job class title and is so indicated, recall rights may be restricted to specific options (other than from which laid off) by the employee provided the employee meets the minimum qualifications for those options. The Employer will request information concerning restrictions of conditions of availability from each employee at the time of layoff.

In accordance with Article 10.02.C of this Agreement, a bargaining unit member may file a written statement at any time during the duration of eligibility modifying a prior statement as to conditions under which the bargaining unit member will be available for employment. No such change will be made without prior written notice to the Director of the Division of Personnel.

7. If an employee does not file a written statement concerning restrictions of conditions of availability, the Employer will place the employee on layoff status for the department, location, classification and position status from which laid off.

8. A laid-off employee who receives a recall offer consistent with the employee's designated conditions of availability must accept that offer or lose all layoff rights.

9. For any recall from layoff, which entails a change of duty station, the employee shall be responsible for any travel or moving expenses incurred, unless otherwise authorized by the Employer.

10. Employees in layoff status may accept any nonpermanent appointment and still retain recall rights.

11. For purposes of applying for other job classes, a probationary or permanent employee in

layoff status shall be treated as if still working.

B. Sick Leave and Health Benefits.

1. Return from layoff anytime within the three (3) year period restores the employee's entire sick leave balance.

2. A laid-off employee may pay the State's insurance coverage for the period of three (3) years while not employed.

C. Special Recruitment Procedures Under Severe Reductions in Force.

1. On a monthly basis, the state will certify the number of bargaining unit members in layoff status. If during the surveyed month, reductions in force have generated a group of employees in layoff status within a job classification family, as determined by the Director of Personnel, equal to 1.5% of the total number of bargaining unit positions within that job classification family as displayed in the prior year's Alaska Budget Systems Personal Services Reconciliation Report, the State will close open recruitment for positions within that job class family(s) for the following month.

2. Closure of open recruitment will be implemented as follows:

a. All bargaining unit positions within that job family that are not filled by individuals in layoff status returning to positions under subsection A will be opened for recruitment under Workplace Alaska (WPA) for bargaining unit members who have been laid off from parallel or closely related classifications and who meet the minimum requirements of the position. All determinations regarding whether or not classifications and positions are parallel or closely related will be made by the Director of Personnel, or designee.

b. Bargaining unit positions under this subsection will be listed under WPA for a minimum of five (5) work days.

c. All positions listed in WPA will specifically include the minimum required qualifications for the position.

d. WPA will accept applications from all eligible employees under this subsection following normal procedures.

e. During the five (5) day period, only those applications submitted by eligible employees in layoff status will be made available for consideration to the hiring manager(s).

f. The hiring manager(s) must select an applicant from the pool or certify that no one in the pool meets the minimum qualifications and can perform the essential functions of the position.

g. If the hiring manager determines that there are no qualified applicants in the pool, applications from individuals who are not in layoff status will be made available to the hiring authority for consideration.

h. Determinations regarding parallel or closely related job classes, the meeting of minimum qualifications, and the ability to perform the essential functions of a position shall be at the discretion of the Employer and can only be redressed through the complaint procedure contained in Article 15.01 of this Agreement.

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

12.07 Termination of Recall Rights.
An employee's rights to be recalled from layoff will terminate when any of the following occur:

1. The employee resigns from state service;

2. The employee is appointed to a job class at the same or higher salary range than the job class from which laid off;

3. The employee fails to accept a recall offer consistent with the employee's designated conditions of availability for recall from layoff; In the event the employee fails to successfully complete the probationary period in the job class to which they are appointed, the employee shall have the remainder of their layoff rights returned. In no way shall this reinstatement extend the employees layoff rights beyond three (3) years from the date they were laid off.

4. The employee has been in layoff status for three (3) years;

5. The employee files an application for PERS retirement contributions refund; withdrawals of SBS shall not terminate Recall Rights;

6. The employee has failed to respond to a written recall notice of the Director of the Division of Personnel within the time limits specified below. Time limits shall be applied from the date the inquiry is sent provided that the last day for the receipt of the response shall be on a work day:

   a. Fourteen (14) calendar days when the employee resides outside Alaska, or

   b. Ten (10) calendar days when the employee resides within Alaska;

7. Has failed to promptly advise the Director of the Division of Personnel in writing of the current mailing address. For this purpose the return of a letter by the postal authorities, if properly addressed to the last address on record, shall be deemed sufficient grounds for removal.

12.08 Notice of Removal.
The Director of the Division of Personnel shall provide written notice to a bargaining unit member permanently removed from the layoff list, except in those cases where removal is automatic, such as expiration of eligibility.

ARTICLE 13 - Contracting Out

13.01 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 shall be made only after the affected agency has conducted a written feasibility study determining the potential costs and benefits that would result from contracting out the work in question. The Employer agrees to notify the Union within one (1) week of its decision to initiate a feasibility study. The study shall include all costs associated with contracting out the work in question including, but not limited to, wages, benefits, administrative costs, agency overhead, program supervision, and audits. The study shall similarly determine the costs of performing the work with Bargaining Unit Members. Notice to the Union shall include both the job classifications and work areas affected.

C. Notification to the Union of the results of the feasibility study will include all statistical and analytical information which the Employer will 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 Union of its final decision regarding contracting out.

2. If the Employer decides to contract out and such contracting out will result in the direct displacement of employees, the Employer shall provide the Union with no less than thirty (30) calendar days notice that it intends to contract out bargaining unit work. The notification by the Employer to ASEA of the results of the feasibility study will include all information upon which the Employer based its decision to contract out the work, including but not limited to the total cost savings the Employer anticipates.

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

E. No employees shall be laid off and their work contracted out unless the feasibility study shows that contracting out would cost the Employer less.

13.02 Effect on Employees.

A. Once the Employer makes a decision to contract out work that will result in the direct displacement of employees, it will make a good faith effort to place employees elsewhere in state government in the following order of priority: 1) within the division, 2) within the department, or 3) within State service generally.

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

13.03 Compliance

A. Upon request to the issuing agency, ASEA/AFSCME Local 52 is entitled to receive a copy of any audit performed on any State contract.

In those instances where a contract has been issued under the provisions of Section 13.01 which directly results in the displacement of Bargaining Unit Members, ASEA/AFSCME Local 52 may request that one cost effectiveness audit be performed during the life of this Agreement. The State agrees to fund all costs associated with such audit.

ARTICLE 14 - Notice of Discipline and Discharge

A. Discipline and discharge shall be for just cause.

B. In cases of discipline, suspension or demotion, the Employer shall notify the bargaining unit member and the Union of the reasons for the action concurrent with commencement of the action.

C. The Employer agrees that with the exception of instances of egregious misconduct, including but not limited to gross disobedience, dishonesty, chemical or alcohol intoxication, physical misconduct, abusive or lewd behavior, the unauthorized possession, viewing or accessing of pornography or lewd materials at work, or abandonment of duties, all permanent employees shall be given two (2) weeks notice or two (2) weeks pay prior to discharge. The employee shall be notified in writing of the reasons for discharge at the time of or prior to separation. The Union shall be furnished with a copy of the reasons for discharge concurrent with commencement of the action.

ARTICLE 15 - Complaint Resolution Process

15.01 Individual Complaints.

A. A complaint is defined as: (1) any controversy, dispute or disagreement arising between the Union or an employee(s) and the Employer that does not concern the application or interpretation of the terms of this agreement, or (2) is the appeal of the discharge, demotion or suspension of a probationary employee not holding permanent status in another classification or (3) is a controversy, dispute or disagreement with respect to long-term nonpermanent employment. Such

matters are not included in the definition of grievances as set out in Article 16. The following shall be the sole means of settling complaints.

B. A complaint must be brought to the attention of the Employer, consistent with the procedures set forth in this Article, within fifteen (15) working days of the effective date of the action or inaction or the date the employee or long-term nonpermanent is made aware of such action or inaction, whichever is later. Deadlines for submission of a complaint at succeeding steps shall be counted from the date of receipt of a response from the Employer, or the date the response is due, whichever is earlier. Date of receipt of a complaint or response shall be either seven (7) calendar days following date of postmark or the date of a signed verification of receipt.

C. If the Employer fails to render a decision within the allotted time, the complaint may be advanced to the next step by the Union. Allotted time frames may be extended by mutual agreement.

D. Complaints shall be processed on forms provided by the Employer and agreed to by the Employer and the Union.

E. The complaint will state the facts from which it arises, the rules, procedures or conditions which should be considered and the remedy requested. Adjustments to complaints shall not conflict with this agreement or applicable written policies, laws or regulations. Appeals shall be in writing with a copy of the original complaint attached.

F. Procedure.

1. Complaints will be presented on the provided forms by the employee, long-term nonpermanent, Union Steward, or Union Representative to the first (1st) level supervisor outside the bargaining unit. The complaint may be adjusted with or without the participation of the Union provided that the complainant has not been denied the opportunity of representation. The supervisor shall respond in writing to the complainant, Union Steward or Union Representative within ten (10) working days.

2. If the response is unsatisfactory, the Union Representative may appeal to the designated Human Resource Manager of the Management Services Consultant group of the department or agency in which the complainant is employed within ten (10) working days after the response from Step One is due or received. The designated Human Resource Manager for the Management Services Consultant group shall respond in writing to the Union Representative within fifteen (15) working days of receipt of the appeal.

3. Failing agreement, the appeal may be presented to the Commissioner of the Department of Administration within fifteen (15) working days after the response from Step Two is due or received.

4. Upon request of the Union, a meeting and/or teleconference, between the complainant, the Union Representative and the Commissioner or his/her designee will be convened in order to attempt to resolve the complaint. The Steward may also be present at the meeting. The Commissioner shall respond in writing to the Union Representative within twenty (20) working days of receipt of the appeal or the date of the meeting, if held, whichever is later. The decision of the Commissioner of the Department of Administration is final and shall conclude the complaint appeal.

15.02 Group Complaints.
Complaints that involve more than one (1) complainant may be filed at the level which encompasses all known affected employees and long-term nonpermanents and, if necessary, may be appealed upward from that level until final settlement by the Commissioner of the Department of Administration. Time limits and procedures shall be as for individual complaints set out above.

15.03 Conversion to a Grievance.

If, in the opinion of the Union Representative, a matter initially filed as a complaint under Section 15.01.A. does involve the application or interpretation of this Agreement, the complaint may be converted to a Step Two grievance at or before Step Three of the complaint procedure. The new grievance must be filed on a grievance form with copies of the complaint and all responses attached. Nothing in this section shall limit the Employer's right to raise questions of arbitrability.

ARTICLE 16 - Grievance -- Arbitration

16.01 Procedure.

A. A grievance shall be defined as any controversy or dispute involving the application or interpretation of the terms of this Agreement arising between the Union or an employee or employees and the Employer. The parties agree that they will promptly attempt to adjust all grievances arising between them. The Union or the aggrieved employee or employees shall use the following procedure as the sole means of settling grievances, except where alternative dispute resolution and appeal procedures have otherwise been agreed to in this Collective Bargaining Agreement, in which case the applicable alternative procedure shall be the exclusive appeal process available to the employee or employees.

B. Any grievance must be brought to the attention of the Employer, consistent with the procedures set forth in this Article, within fifteen (15) working days of the effective date of the disputed action or inaction or the date the employee is made aware of the action or inaction, whichever is later.

C. If the Employer fails to render a decision in the allotted time frame, the grievance may be advanced to the next step of the procedure by the Union.

D. Allotted time frames may be extended by mutual agreement. Deadlines for submission of a grievance at Step Two and above shall be counted from the date of receipt of a response from the Employer, or the date the response is due, whichever is earlier. Date of receipt of a grievance or response shall be either seven (7) calendar days following date of postmark or the date of a signed verification of receipt. All mailed material relating to Steps Two, Three, and Four of a grievance shall be accomplished through a proof of receipt method.

E. Grievances shall be processed on forms provided by the Employer. The grievance shall state the facts giving rise to the grievance, the provisions of the Agreement that have been violated, and the remedy requested.

F. Grievances settled in writing at Step One found to be contradictory to statute or the Alaska Administrative Code may be reopened through a written notice to the Union within thirty (30) calendar days from the date of the written settlement. Grievances reopened in this manner shall proceed immediately to Step Two of the grievance procedure.

G. Employee Option.

1. It is desired that differences between employees and supervisors be resolved as quickly and satisfactorily as possible. To achieve this goal, employees are encouraged to discuss such differences with their supervisor as soon as possible after they are aware of the event leading to the difference and prior to the filing of a grievance. Supervisors are similarly encouraged to be responsive to such discussion. Adjustments may not conflict with this Agreement or applicable written laws or regulations and shall not be precedential.

2. Such discussion is at the employee's option. Regardless of whether this option is exercised, the time limits for filing a grievance shall be adhered to. This means that if the supervisor has not responded or if the employee is not satisfied with the supervisor's response, the employee must file a written grievance at Step One within the time limits set forth at Step One.

H. Union Representatives may file an initial grievance at an advanced step of the grievance procedure with the prior approval of the Labor Relations Section of the Department of Administration.

I. Grievance Steps.

1. Step One:

a. Within fifteen (15) working days of the disputed action or inaction, or the date the employee is made aware of the action or inaction, whichever is later, the aggrieved employee, Union Representative or Steward may submit a grievance in writing to the employee's first (1st) level supervisor outside of the bargaining unit.

b. The supervisor shall attempt to resolve the matter and report the decision to the employee, Union Representative and/or Steward in writing within ten (10) working days of its presentation.

2. Step Two:

Failing to settle the grievance at Step One, the appeal will be submitted by the Union Representative to the designated ~~Human Resources Manager~~Senior Management Consultant or designee of the Management Consultant group of the department or agency in which the grievant is employed within ten (10) working days after the response from Step One is due or received. The designated ~~Human Resources Manager~~Senior Management Consultant or designee for the Management Consultant group shall respond in writing to the Union Representative within fifteen (15) working days after receipt of the appeal.

3. Step Three:

Failing to settle the grievance at Step Two, the appeal will be submitted by the Union Representative in writing to the Commissioner of the Department of Administration within fifteen (15) working days after the response from Step Two is due or received. The Commissioner of the Department of Administration shall respond in writing to the Union Representative within twenty (20) working days after receipt of the appeal.

4. Step Four:

Any grievance which is not settled at Step Three may be submitted to arbitration for settlement. This demand for arbitration must be submitted to the Director of the Division of Labor Relations in writing within twenty (20) working days after the response from Step Three is due or received. The Union shall state specifically which Article(s) and Section(s) the state may have violated and the manner in which the violation is alleged to have occurred. The parties will meet within twenty (20) calendar days after receipt of the demand for arbitration to strike names and make arrangements to contact the arbitrator about scheduling the hearing. ~~The Union shall contact the state to strike names.~~

16.02 Board of Arbitration.

A. Within thirty (30) calendar days of the signing of this Agreement, the Employer and the Union will jointly request from the U.S. Federal Mediation and Conciliation Service (USFMCS) the names of thirty (30) qualified arbitrators. Each party may add up to three names to the list provided by the USFMCS. From the list of arbitrators the Employer and the Union shall alternately strike from the list one name at a time until eleven (11) names remain on the list. This list of eleven (11) arbitrators shall be used by the parties to select individual arbitrators for hearings. This does not preclude the parties from compiling a mutually agreeable list without the assistance of USFMCS.

B. For each hearing, the parties will select the arbitrator by alternately striking one (1) name at a time until only one (1) name remains on the list. The parties will alternate on striking the first (1st) name. The name of the arbitrator remaining on the list shall be accepted by the parties as the arbitrator, and arbitration shall commence on a mutually acceptable date. Alternatively, the parties may select an arbitrator by mutual agreement.

C. Pre-Submission Meeting. No later than seven (7) working days prior to the scheduled arbitration meeting, the parties shall meet to exchange information and to attempt to agree on the phrasing of

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

16.03 Authority of the Arbitrator

A. Questions of procedural arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot reasonably be made, the arbitrator shall then proceed to hear the merits of the dispute.

B. The parties agree that the decision or award of the arbitrator shall be final and binding. The arbitrator shall have no authority to rule contrary to, amend, add to, subtract from or eliminate any of the terms of this Agreement. The arbitrator shall have no power to modify a penalty or other management action except by finding a contractual violation.

C. Expenses incident to the services of the arbitrator shall be borne as designated by the arbitrator. Normally, the losing party shall be expected to pay the arbitrator's expenses. If neither party can be considered the losing party, the arbitrator shall apportion expenses using the arbitration decision as a guide.

D. Questions regarding discovery requests shall be decided by the arbitrator selected to hear the dispute.

16.04 Removal of Documents.

Documents implementing penalties which are later reversed shall be removed from the employee's personnel file. This does not preclude the maintenance of such records in the Labor Relations' files, provided such documents shall not be forwarded to potential Employers within or outside State government.

16.05 Arbitration Witnesses.

A bargaining unit member who is required to appear as a witness for an arbitration proceeding for the Union shall be granted time off subject to the Union Business Leave Bank.

16.06 Disciplinary Grievance.

All grievances resulting from dismissal, demotion for cause, or a single suspension in excess of thirty (30) calendar days shall be entered into the procedure at Step Two. Such grievances shall be brought to the attention of the Employer within fifteen (15) working days of the action or knowledge thereof.

16.07 Class Action Grievances.

A. A class action grievance is a situation which affects two (2) or more employees in the same manner.

B. Class action grievances shall be submitted by the Steward or the Union Representative to the first (1st) level supervisor having jurisdiction over all grievants. Specifically, if a class comprises employees working in more than one (1) department, grievances shall be submitted at Step Three; if only one (1) department but more than one (1) division, grievances shall be submitted at Step Two; if only one (1) division but more than one (1) supervisor, grievances shall be submitted at Step Two.

C. Class action grievances must identify grievants by name, job class and department to the extent possible.

16.08 Grievance Mediation.

Nothing shall preclude the parties from mutually agreeing to submit any grievance(s) not resolved at Step Three to mediation.

Within thirty (30) calendar days of the signing of this Agreement, the Employer and the Union will jointly request from the U.S. Federal Mediation and Conciliation Service (USFMCS) the names of eleven (11) qualified mediators with experience in public sector mediation. This does not preclude the parties from compiling a mutually agreeable list without the assistance of the USFMCS.

An agreement to submit a grievance to mediation shall provide that:

A. A member of the contractual mediation panel shall be selected to serve as mediator in the same manner as the selection of an arbitrator in Section 16.02. If mediation does not resolve the dispute(s), the mediator shall not be selected to hear and decide the matter at Step Four (Arbitration).

B. Neither party shall have more than three (3) persons, including the grievant, present at the mediation. Bargaining unit members appearing at the mediation shall be granted time off subject to the Union Business Leave Bank.

C. The taking of oaths and the examination of witnesses shall not be permitted nor shall any written or electronic record of the proceeding be made. There shall be no formal evidentiary rules and the mediator shall decide any questions of procedure or of the admissibility of facts or arguments. Documents and other evidence submitted to the mediator shall be returned to the presenting party at the conclusion of the mediation meetings.

D. Comments, opinions, admissions and settlement offers of the parties or of the mediator shall not be admissible or in any manner referred to in any future arbitration, hearing or other matter.

E. If the grievance(s) remain unresolved at the conclusion of the mediation meeting, the mediator will provide an oral statement to each party regarding how he/she would rule in the case based upon the evidence and argument presented.

F. Expenses incident to the services of the mediator shall be borne equally by the Employer and the Union. Except for the expenses of the mediator, each party shall be responsible for its own costs and fees.

G. Any mediation agreement shall provide for a specific extension of the time frames of Step Four (Arbitration) of this Article, which may be modified by mutual agreement. Except as extended under authority of this provision, all time frames shall apply.

H. The parties may agree to such other provisions as they deem proper and necessary to facilitate resolution of the dispute.

16.09 Expedited Arbitration.
Nothing shall preclude the parties from mutually agreeing to submit any grievance(s) to expedited arbitration under the following procedures:

A. The arbitrator(s) for expedited arbitration shall be chosen in the manner described in Section 16.02. The arbitrator chosen shall agree to the provisions herein or a new arbitrator shall be chosen.

B. The parties shall submit the following to the arbitrator ten (10) working days before the hearing:

1. A statement of the issue to which the parties stipulate.

2. A listing of those facts to which the parties stipulate.

3. All joint exhibits including a copy of the relevant collective bargaining agreement and a copy of this section.

4. All arbitration decisions or other citations which either party considers relevant.

5. Each party's statement of its position in the dispute. The parties shall agree to the nature of this statement in each dispute.

6. The stipulation of the parties as to the length of time to be allocated to each party for presentation of its case including the direct and cross examination of witnesses. Normally the hearing shall be completed within one (1) day.

C. The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties.

D. There shall be no post hearing briefs.

E. The award shall be rendered promptly by the arbitrator.

F. The award shall be in writing and shall be signed by the arbitrator. If the arbitrator determines that an opinion is necessary, it shall be in summary form.

G. Expenses incident to the services of the arbitrator shall be borne as designated by the arbitrator. Normally, the losing party shall be expected to pay the arbitrator's expenses. If neither party can be considered the losing party, the arbitrator shall apportion expenses using the arbitration decision as a guide.

H. The parties may agree to modify or amend these provisions as they deem proper and necessary to facilitate resolution of a dispute.

ARTICLE 17 - Classification Reviews

The procedures in this Article shall be the sole and exclusive method for settling any dispute concerning classification matters.

17.01 Review of Individual Positions.
An employee may obtain a review of the classification of his/her position in the following manner:

A. The Union shall submit a request for review, including that portion of a position description (PD) completed by the employee, to the Director of the Division of Personnel.

B. The completed PD will be reviewed in conjunction with existing class specifications for proper classification. Not later than thirty (30) calendar days following receipt of the request, the Director of the Division of Personnel shall submit a written analysis to the Union.

C. If the Director of Personnel fails to respond within thirty (30) calendar days, or within thirty (30) calendar days of receipt of the Director's recommendation, the Union may advance the request to the Commissioner of the Department of Administration within ten (10) working days of the due date.

D. ~~Within thirty (30) calendar days from the date of receipt of the Director's recommendation or thirty (30) calendar days from the date the request was advanced by the Union,~~Upon receiving the Union's written request the Commissioner of the Department of Administration shall review the PD in conjunction with the existing class specifications for proper allocation and the Commissioner of the Department of Administration shall render a decision and notify both the Director and the Union within thirty (30) calendar days.

E. Reallocations shall be made effective in accord with 2 AAC 07.035. The effective date of any monetary increase shall be the first (1st) day of the first (1st) regular pay period following the determination of the Director of the Division of Personnel or Commissioner of the Department of Administration.

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

G. If an individual is reclassified through the application of this Article, the employee may be granted early permanent status, subject to the provisions of Articles 11.02.A.1 and 11.02.A.2.

17.02 Class or Class Series Reviews.

A. When the Union believes that inequities exist in a class series, between series, or in the salary ranges assigned to such series, the Union may submit a written request to the Director of the Division of Personnel to meet and confer. Such written requests must be submitted within thirty (30) calendar days prior to or immediately subsequent to the beginning of the fiscal year.

B. The Union shall have the opportunity to present its concerns, priorities, recommendations and justifications to the Director. The Union will be permitted access to and copies of all documents, surveys, and findings resulting from the study.~~The parties may agree to conduct a study.~~ The Union may request not more than three studies of significant substance under the terms of 17.02 in any twelve month period. Of the three requests the Union may choose to identify one highest priority request that the Employer will agree to complete during the fiscal year. No more than one request may be processed for the same class or class series during the term of this agreement. Failure to agree is not subject to the grievance-arbitration procedures of this Agreement.

C. The Union may request reconsideration of the conclusions reached in this process by submitting such request in writing to the Commissioner of the Department of Administration, together with any additional information or argument, within ten (10) working days after receipt of the initial decision. The Commissioner's response shall be final and nonreviewable.

17.03 Access to Job Descriptions.

Upon request, each bargaining unit member shall promptly be given a copy of his/her position description and class specification.

ARTICLE 18 - Performance Evaluations and Incentives

18.01 Performance Evaluations.

A.

1. Employees in probationary status shall receive written performance evaluations midway through and at the completion of the probationary period. Permanent employees not in probationary status in a job class shall receive written evaluations on their merit anniversary date. Evaluations shall be limited to a period no greater than the preceding twelve (12) months.

Permanent employees: Evaluations shall become due ~~fifteen (15)~~thirty (30) calendar days ~~prior~~ after to the ~~mid-probationary period, completion of probation and the~~ merit anniversary date. The Employer will make every effort to see that the evaluations are received in a timely manner.

Probationary employees: Evaluations shall become due fifteen (15) calendar days prior to the mid-probationary period and completion of probation. The Employer will make every effort to see that the evaluations are received in a timely manner.

2. The fact that an evaluation is late shall not delay the transition from probationary to permanent status.

3. It shall be the responsibility of the Employer to provide for uniformity of the application of standards by different rating officers by providing the "Rater's Guide" to raters who have the responsibility for evaluating bargaining unit members. If changes to the "Rater's Guide" are proposed the State will give the Union a sixty (60) day notice and comment period before implementing the proposed changes.

4. Prior to signing and finalizing an evaluation, the rater will discuss the evaluation in draft form with the employee, in part to assist the employee in understanding the degree to which he or she is meeting the requirements of the position. Employees will not be required to concur with the performance evaluation report.

5. An employee who is dissatisfied with any written performance evaluation may, within ten (10) working days of discussing the evaluation with the rater and prior to finalization of that evaluation, make a written rebuttal to it which will be attached to the evaluation and become a part of the employee's personnel record.

B. Employees may request a written performance evaluation at reasonable intervals.

C. Nonpermanents will receive a written evaluation on completion of ninety (90) calendar days of employment or on termination, whichever comes first. The evaluation will be reviewed by the rater with the nonpermanent and become part of his or her record.

D. Performance evaluations shall be placed in the bargaining unit member's personnel file.

18.02 Performance Incentives.
Performance incentives shall be based upon the appointing authority's evaluation of an employee's performance. Unless the Employer takes an affirmative action to deny a merit increase through a performance evaluation, an employee shall be granted a merit increase to be effective on their merit anniversary date.

A performance incentive of one (1) step in the salary range may be given to an employee who has received an overall performance evaluation of "Acceptable" or better on the employee's merit anniversary date. The sixteenth (16th) day of the month following satisfactory completion of the probationary period shall constitute an employee's merit anniversary date, unless the employee enters the pay range above the minimum rate of pay, in which case the merit anniversary date shall be the sixteenth (16th) of the month following completion of one (1) year of service in the position.

Steps (b), (c), (d), (e), (f) and (g) of the salary range shall be used for performance incentives where an employee has demonstrated satisfactory service of a progressively greater value to the State.

The merit anniversary date does not change when a performance incentive is not granted. If the employee's standard of performance reaches acceptable levels later in the merit year, the step increase may be granted effective the sixteenth (16th) of any month and no change in the merit anniversary date will result.

When an employee's level of work performance becomes less than "Acceptable," an interim performance evaluation may be prepared. When such an evaluation is prepared, and the level of performance does not reach "Acceptable" within the subsequent thirty (30) day period, one (1) salary step may be withdrawn on the sixteenth (16th) day of the month following completion of the thirty (30) day period, provided the employee's salary is not the entry step of the salary range. No more than one (1) salary step may be withdrawn in a twelve (12) month period. Before a personnel action withdrawing a salary step is prepared, the employee shall be notified in writing that the performance has not improved. If the employee's level of performance subsequently reaches "Acceptable," the salary step may be restored effective the sixteenth (16th) of the month following preparation of a performance evaluation report confirming the improved level of performance. Employees on longevity pay steps which were awarded under the provisions of AS 39.27.022 are not subject to the provisions of this rule.

The Employer will not establish a quota or percentage system to determine the number of performance incentive increases granted, but the parties agree to accept the standards (incorporated as Appendix A) and all subsequent written decisions issued by the neutral third (3rd) party pursuant to the performance incentive appeal process under this and prior agreements, for determining the granting or not granting of performance incentives.

18.03 Appeal Procedures.
In instances in which an employee has not been awarded a performance incentive, the following shall be the sole and exclusive method for resolution:

Level One:

The employee must appeal within fifteen (15) working days after receipt of a copy of the finalized evaluation which fails to grant a performance incentive. The appeal must be made in writing through the Union to the head of the employing department or agency, setting forth the reasons the employee disagrees with the Employer's action, and the appeal must bear a postmark or date stamp showing that it has been timely filed. The head of the employing department or agency shall respond in writing within fifteen (15) working days after receipt of the appeal.

Level Two:

In the event the matter is not resolved at Level One, the Union may advance the appeal to the Director of the Division of Labor Relations. The appeal must be submitted in writing within fifteen (15) working days after the response at Level One is due or received, whichever is earlier, and must include all evidence and arguments which the Union desires to be considered by the Director. The Director shall review the appeal in conjunction with the subject performance evaluation and any rebuttal thereto, the Level One appeal and response, pertinent related performance documents and statements, the employee's job description and class specification.

The Director shall respond to the appeal in writing within fifteen (15) working days after receipt of the Level Two appeal. If the Director grants the appeal, the Union and the employing department or agency shall be so notified concurrently, together with the rationale for the Director's determination.

Level Three:

In the event that the Director does not grant the appeal, the Union may advance the appeal to the neutral third (3rd) party selected in accordance with the procedures below by submitting a written request to the Director of the Division of Labor Relations within fifteen (15) working days after receipt of the denial at Level Two. The request may include additional argument in support of the Union's position, to which the Director may make a written response; neither party shall submit new evidence in conjunction with these written statements. The Director shall forward copies of the Level Two and Three appeals and responses to the neutral third (3rd) party within fifteen (15) working days of receipt of the Union's request. The submission shall include all documents and written arguments reviewed by the Director at Level Two. Any dispute concerning the admissibility or relevance of performance related documents shall be resolved by the neutral third (3rd) party at such time as the appeal is forwarded for final decision.

The neutral third (3rd) party shall render a written decision and rationale within thirty (30) calendar days after receipt of the appeal. The decision shall be binding and nonreviewable. Costs associated with the neutral third (3rd) party shall be borne equally by the parties.

Selection of a Neutral:

The Employer and the Union shall jointly select the neutral third (3rd) party. In the event that agreement has not been reached within thirty (30) calendar days after signing of the agreement, the neutral shall be selected by alternately striking names from the list of arbitrators provided for in the grievance-arbitration article until one (1) name remains and that individual shall be appointed.

18.04 Performance Evaluation Disputes.

A. An employee who is dissatisfied with a written performance evaluation which denies a performance incentive may obtain a review of that evaluation solely through the procedures established in Section 18.03 of this Article.

B. A bargaining unit member who is dissatisfied with a written performance evaluation which does not involve the denial of a performance incentive and the overall effectiveness on the job is rated mid-acceptable or higher, may make a written rebuttal which will be considered, attached to the evaluation, and become a part of the employee's personnel record. This shall be the sole and exclusive remedy for such disputes.

C. A bargaining unit member who is dissatisfied with a written performance evaluation which does not involve the denial of a performance incentive and the overall effectiveness on the job is low-acceptable or lower may obtain review of that evaluation through the following procedure, which shall be the sole and exclusive remedy for such disputes.

1. Within thirty (30) calendar days after receipt of a copy of the finalized evaluation, the bargaining unit member must submit through the Union a written request to the Director of the Division of Personnel, Department of Administration, asking that the Director investigate allegations that the evaluation includes factual inaccuracies, or that in the preparation of the evaluation management has been arbitrary or capricious, or has been motivated by discrimination or bias. The appeal must bear a postmark or date stamp showing that it has been timely filed.

2. The written request must state specifically the allegations to be investigated and, to the degree that information in support of those allegations is known, identify the facts surrounding the controversy. The list of allegations to be investigated shall not be expanded after the initial submission to the Employer except by written mutual agreement of the parties.

3. Upon receipt of a written request, the Director shall transmit a copy to the ~~Human Resources Manager~~Senior Management Consultant or designee for the Management Services Consultant group of the employing department. The ~~Human Resources Manager~~Senior Management Consultant or designee for the Management Services Consultant group shall have thirty (30) calendar days to investigate the allegations and to make written recommendations to the Director regarding revision of the evaluation. Upon approval of the recommendationsns the Director will submit~~, with~~ a copy to the Union. The Director of the Division of Personnel may grant an extension of up to thirty (30) calendar days to the employing department. If an extension is granted, the Director of the Division of Personnel will provide written notification to the Union.

4. In the event the dispute is not resolved by the recommendations of the ~~Human Resources Manager~~ Senior Management Consultant or designee for the Management Services Consultant group, the bargaining unit member through the Union shall submit a written request for informal hearing to the Director of the Division of Personnel within ten (10) working days after the ~~Human Resources Manager~~Senior Management Consultant or designee for the Management Services Consultant group's recommendations are due or received. Absent such a request, the Director shall adjust the evaluation in accord with the recommendations of the ~~Human Resources Manager~~Senior Management Consultant or designee for the Management Services Consultant group, provided that those recommendations are not in violation of law or regulation.

5. If a hearing is requested, every reasonable effort will be made to schedule the hearing within thirty (30) calendar days of the request and in no case later than sixty (60) calendar days. Hearings will be conducted by the Director or designee, either face-to-face or by teleconference at the discretion of the Director. The bargaining unit member and the employing department shall have one (1) hour each to present additional testimony and documentary evidence, which will be considered by the Director or designee together with the bargaining unit member's initial request and the ~~Human Resources Manager~~Senior Management Consultant or designee for the Management Services Consultant group's recommendations.

6. The Director shall issue a final decision within ten (10) working days after the close of the informal hearing revising those contested facts found to be inaccurate. Other contested portions of the evaluation shall be revised upon a finding by the Director that in the preparation of the evaluation management has been arbitrary or capricious, or was motivated by discrimination or bias.

ARTICLE 19 - Health and Security

19.01 Employee Life Insurance.
The Employer shall insure the life of every employee and long-term nonpermanent in the principal amount of two thousand dollars ($2,000.00).

19.02 Travel and Accident Insurance.
The Employer will insure the life of every employee and long-term nonpermanent against accidental death while traveling within the scope of State employment in the amount of one hundred thousand dollars ($100,000.00).

19.03 Health Benefit Plan.

A. The Union will continue to provide health benefits to GGU employees through an employee directed health benefit trust, hereafter known as the ASEA Health Benefits Trust, or other appropriate delivery mechanism.

B. The Employer contribution to the ASEA Health Benefits Trust shall be the following:

1. Effective July 1, ~~2004~~2007, the Employer contribution will be increased to ~~seven hundred sixty-three dollars ($763)~~eight hundred seventy-nine dollars and seventy-eight cents ($879.78) per eligible employee per month.

2. For each subsequent year of this Agreement, the Employer health insurance contribution will be increased on July 1 by the amount equal to the premium percentage increase necessary to maintain the Select Benefits Economy Medical/Audio/RX/Dental plan. The required premium increase will be calculated by a qualified actuary using industry standards and will cover projected trend, margin, claims liability and projected expenses while maintaining a prudent level of reserves. The projected rate will be based upon a plan design providing benefits equal to or greater than the Select Benefit plan in place July 1, ~~2004~~2007, and shall not include any adjustments for reduction in benefits.

C. The terms of the Letter of Agreement 01-GG-296 entered into by the parties shall continue in effect unless expressly changed by this Collective Bargaining Agreement.

D. Eligible employees shall pay by payroll deduction any difference between the Employer contribution and the total premium required to provide the health care coverage for the employee, qualified spouse and dependents. Subject to satisfaction of applicable law and regulations, such employee contributions shall be on a pre-tax basis.

E. Trustees representing the Union on the Board of the ASEA Health Benefits Trust shall each be provided with up to six (6) days of release time per fiscal year in accordance with Article 7 of this Agreement.

F. The Union shall provide the Employer with at least sixty (60) days advance notice of any required deduction rate changes in writing to the Commissioner of Administration and the Director of the Division of Finance. In the event that the plan is converted to an elective coverage plan providing for varying deduction rates, the Union agrees to provide the Employer with at least one hundred twenty (120) days advance notice changes in writing to the Commissioner of Administration and the Director of the Division of Finance of the plan structure change (these days of notice to the Employer may be shortened by mutual agreement of the parties).

G. Premium Savings Rebate: In the event that the Union obtains or establishes a total premium cost per employee that is less than the per month Employer contributions described above, the Employer will remit fifty percent (50%) of the net savings to individual employees 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 Union, subject to applicable tax rules.

H. Under no circumstances shall the State be responsible for the payment of any benefits or claims under the health and welfare or insurance plan(s) administered by the Union or its agents, successors or assignees. The State of Alaska shall be indemnified and held harmless from any and all claims and actions of whatever nature or consequence arising from the exemption of bargaining unit members from the State's group insurance plan, or claims for payments of, or failure to pay, or any other claims arising out of the transfer or management of funds or assets, or the administration of the plan or plans or benefits, or the exemption of the represented unit from the State's group health plan, including any claims arising from the non-coverage of eligible employees or qualified

spouses and dependents. This Agreement does not release the State from forwarding contributions required by the Collective Bargaining Agreement. By entering into this Agreement, ASEA/AFSCME Local 52 agrees to relieve the State of Alaska of any obligation to obtain, maintain or administer an insurance plan under AS 39.30.090 covering eligible bargaining unit members or qualified spouses and dependents. No dispute under or relating to such benefits or claims shall be subject to the grievance-arbitration procedure in the Collective Bargaining Agreement except an allegation that the Employer failed to make the agreed upon contributions. The Union agrees and undertakes to assure that any alternative health benefits plan or health and welfare plan implemented under this Agreement is in compliance with all applicable Federal and State laws and regulations. The parties acknowledge that discrepancies between employee eligibility and corresponding contributions will frequently arise and may exist in any month. The parties will exercise all due diligence in reconciling contributions and eligibility on a monthly basis, including adjustments of overpayments and underpayments as necessary.

19.04 Plan Access in the Workplace.
If available, bargaining unit members may have reasonable use of State equipment to access, utilize, and review the health benefits plan at his or her work site.

ARTICLE 20 - Legal Trust Fund

In addition to the wage or salary paid under Article 21, the Employer agrees to pay the Alaska State Employee's Association Legal Trust Fund four dollars ($4.00) per bargaining unit member in pay status in the pay period for which the contribution is made. The payments are due within ten (10) working days after payroll run date.

The Fund shall be sponsored and administered by the Union. The Employer shall have no voice in the amount or type of service provided by this plan; however, services provided by the Fund shall not be used in actions involving, or in a position adverse to the State of Alaska. The Fund shall attempt to obtain the maximum service possible for the bargaining unit member.

This Article confers only the right to demand and enforce payment of the required contributions. ~~Failure to remit the required contribution does not give rise to any grievance or cause of action by the Union, its members, or any other person for other harm or damages which might result.~~No dispute under or relating to such benefits or claims shall be subject to the grievance-arbitration procedure in the Collective Bargaining Agreement except a claim that the Employer failed to make the agreed upon contributions. Only the State's failure to make the required contribution is subject to the grievance-arbitration procedure. The provision or retention of legal assistance under this Article is the sole and exclusive responsibility of the Union and/or the member.

Unless such actions are taken to demand and enforce payment by the State of the required contributions, the Union agrees to defend, indemnify and hold harmless the State against any and all legal actions, orders, judgments or other decisions rendered in any proceeding as a result of the implementation of this Article.

21.01 Wages.

~~A. From July 1, 2004, through June 30, 2005, the following shall be the wage schedule for bargaining unit members who are subject to AS 23.40.200(a)(2) and (3) (Class Two and Three) occupying positions which are assigned to a normal workweek of thirty-seven and one-half (37.5) hours.~~

~~Range No. GG-2A~~	~~Step A~~	~~Step B~~	~~Step C~~	~~Step D~~	~~Step E~~	~~Step F~~	~~Step G~~	~~(Longevity Increments of Final Step) J~~	~~K~~	~~L~~	~~M~~
~~5~~	~~844.00~~	~~866.00~~	~~891.00~~	~~916.00~~	~~944.00~~	~~969.00~~	~~997.00~~	~~1,039.00~~	~~1,078.00~~	~~1,118.50~~	~~1,160.50~~
~~6~~	~~891.00~~	~~916.00~~	~~944.00~~	~~969.00~~	~~997.00~~	~~1,026.00~~	~~1,058.00~~	~~1,102.00~~	~~1,143.50~~	~~1,186.50~~	~~1,231.00~~
~~7~~	~~944.00~~	~~969.00~~	~~997.00~~	~~1,026.00~~	~~1,058.00~~	~~1,091.50~~	~~1,122.00~~	~~1,169.00~~	~~1,213.00~~	~~1,258.50~~	~~1,305.50~~
~~8~~	~~997.00~~	~~1,026.00~~	~~1,058.00~~	~~1,091.50~~	~~1,122.00~~	~~1,156.50~~	~~1,195.50~~	~~1,245.50~~	~~1,292.00~~	~~1,340.50~~	~~1,391.00~~
~~9~~	~~1,058.00~~	~~1,091.50~~	~~1,122.00~~	~~1,156.50~~	~~1,195.50~~	~~1,228.50~~	~~1,266.00~~	~~1,318.50~~	~~1,368.00~~	~~1,419.50~~	~~1,472.50~~
~~10~~	~~1,122.00~~	~~1,156.50~~	~~1,195.50~~	~~1,228.50~~	~~1,266.00~~	~~1,304.50~~	~~1,348.00~~	~~1,404.00~~	~~1,456.50~~	~~1,511.00~~	~~1,567.50~~
~~11~~	~~1,195.50~~	~~1,228.50~~	~~1,266.00~~	~~1,304.50~~	~~1,348.00~~	~~1,390.00~~	~~1,438.50~~	~~1,498.00~~	~~1,554.00~~	~~1,612.50~~	~~1,673.00~~
~~12~~	~~1,266.00~~	~~1,304.50~~	~~1,348.00~~	~~1,390.00~~	~~1,438.50~~	~~1,487.50~~	~~1,539.00~~	~~1,602.50~~	~~1,662.50~~	~~1,725.00~~	~~1,789.50~~
~~13~~	~~1,348.00~~	~~1,390.00~~	~~1,438.50~~	~~1,487.50~~	~~1,539.00~~	~~1,595.00~~	~~1,652.00~~	~~1,721.00~~	~~1,785.50~~	~~1,852.50~~	~~1,922.00~~
~~14~~	~~1,438.50~~	~~1,487.50~~	~~1,539.00~~	~~1,595.00~~	~~1,652.00~~	~~1,714.00~~	~~1,769.50~~	~~1,843.00~~	~~1,912.00~~	~~1,983.50~~	~~2,058.00~~
~~15~~	~~1,539.00~~	~~1,595.00~~	~~1,652.00~~	~~1,714.00~~	~~1,769.50~~	~~1,835.50~~	~~1,903.00~~	~~1,982.00~~	~~2,056.50~~	~~2,133.50~~	~~2,213.50~~
~~16~~	~~1,652.00~~	~~1,714.00~~	~~1,769.50~~	~~1,835.50~~	~~1,903.00~~	~~1,971.50~~	~~2,038.50~~	~~2,123.50~~	~~2,203.00~~	~~2,285.50~~	~~2,371.00~~
~~17~~	~~1,769.50~~	~~1,835.50~~	~~1,903.00~~	~~1,971.50~~	~~2,038.50~~	~~2,109.00~~	~~2,178.50~~	~~2,269.00~~	~~2,354.00~~	~~2,442.50~~	~~2,534.00~~
~~18~~	~~1,903.00~~	~~1,971.50~~	~~2,038.50~~	~~2,109.00~~	~~2,178.50~~	~~2,260.00~~	~~2,330.00~~	~~2,426.50~~	~~2,517.50~~	~~2,612.00~~	~~2,710.00~~
~~19~~	~~2,038.50~~	~~2,109.00~~	~~2,178.50~~	~~2,260.00~~	~~2,330.00~~	~~2,416.00~~	~~2,489.50~~	~~2,593.00~~	~~2,690.00~~	~~2,791.00~~	~~2,895.50~~
~~20~~	~~2,178.50~~	~~2,260.00~~	~~2,330.00~~	~~2,416.00~~	~~2,489.50~~	~~2,580.50~~	~~2,662.00~~	~~2,773.00~~	~~2,877.00~~	~~2,985.00~~	~~3,097.00~~
~~21~~	~~2,330.00~~	~~2,416.00~~	~~2,489.50~~	~~2,580.50~~	~~2,662.00~~	~~2,758.50~~	~~2,850.00~~	~~2,968.50~~	~~3,080.00~~	~~3,195.50~~	~~3,315.50~~
~~22~~	~~2,489.50~~	~~2,580.50~~	~~2,662.00~~	~~2,758.50~~	~~2,850.00~~	~~2,956.00~~	~~3,053.50~~	~~3,180.50~~	~~3,300.00~~	~~3,424.00~~	~~3,552.50~~
~~23~~	~~2,662.00~~	~~2,758.50~~	~~2,850.00~~	~~2,956.00~~	~~3,053.50~~	~~3,168.50~~	~~3,275.00~~	~~3,411.50~~	~~3,539.50~~	~~3,672.00~~	~~3,809.50~~
~~24~~	~~2,850.00~~	~~2,956.00~~	~~3,053.50~~	~~3,168.50~~	~~3,275.00~~	~~3,385.50~~	~~3,511.00~~	~~3,657.00~~	~~3,794.00~~	~~3,936.50~~	~~4,084.00~~
~~25~~	~~3,053.50~~	~~3,168.50~~	~~3,275.00~~	~~3,385.50~~	~~3,511.00~~	~~3,643.00~~	~~3,774.50~~	~~3,931.50~~	~~4,079.00~~	~~4,232.00~~	~~4,390.50~~
~~26~~	~~3,168.50~~	~~3,275.00~~	~~3,385.50~~	~~3,511.00~~	~~3,643.00~~	~~3,774.50~~	~~3,916.50~~	~~4,080.00~~	~~4,233.00~~	~~4,391.50~~	~~4,556.00~~
~~27~~	~~3,275.00~~	~~3,385.50~~	~~3,511.00~~	~~3,643.00~~	~~3,774.50~~	~~3,916.50~~	~~4,053.50~~	~~4,222.50~~	~~4,381.00~~	~~4,545.50~~	~~4,716.00~~

~~B. From July 1, 2004, through June 30, 2005, the following shall be the wage schedule for bargaining unit members who are subject to AS 23.40.200(a)(1) (Class One) occupying positions which are assigned to a normal workweek of thirty-seven and one-half (37.5) hours.~~

~~Range No. GG-1A~~	~~Step A~~	~~Step B~~	~~Step C~~	~~Step D~~	~~Step E~~	~~Step F~~	~~Step G~~	~~(Longevity Increments of Final Step) J~~	~~K~~	~~L~~	~~M~~
~~5~~	~~851.50~~	~~874.50~~	~~898.50~~	~~925.00~~	~~954.00~~	~~977.50~~	~~1,005.50~~	~~1,047.00~~	~~1,086.50~~	~~1,127.00~~	~~1,169.50~~
~~6~~	~~898.50~~	~~925.00~~	~~954.00~~	~~977.50~~	~~1,005.50~~	~~1,034.50~~	~~1,067.50~~	~~1,112.00~~	~~1,153.50~~	~~1,197.00~~	~~1,242.00~~
~~7~~	~~954.00~~	~~977.50~~	~~1,005.50~~	~~1,034.50~~	~~1,067.50~~	~~1,100.50~~	~~1,132.00~~	~~1,179.50~~	~~1,223.50~~	~~1,269.50~~	~~1,317.00~~
~~8~~	~~1,005.50~~	~~1,034.50~~	~~1,067.50~~	~~1,100.50~~	~~1,132.00~~	~~1,167.50~~	~~1,206.00~~	~~1,256.50~~	~~1,303.50~~	~~1,352.50~~	~~1,403.00~~
~~9~~	~~1,067.50~~	~~1,100.50~~	~~1,132.00~~	~~1,167.50~~	~~1,206.00~~	~~1,239.50~~	~~1,278.50~~	~~1,332.00~~	~~1,382.00~~	~~1,434.00~~	~~1,488.00~~
~~10~~	~~1,132.00~~	~~1,167.50~~	~~1,206.00~~	~~1,239.50~~	~~1,278.50~~	~~1,317.00~~	~~1,360.00~~	~~1,417.00~~	~~1,470.00~~	~~1,525.00~~	~~1,582.00~~
~~11~~	~~1,206.00~~	~~1,239.50~~	~~1,278.50~~	~~1,317.00~~	~~1,360.00~~	~~1,403.00~~	~~1,451.50~~	~~1,511.50~~	~~1,568.00~~	~~1,627.00~~	~~1,688.00~~
~~12~~	~~1,278.50~~	~~1,317.00~~	~~1,360.00~~	~~1,403.00~~	~~1,451.50~~	~~1,500.50~~	~~1,552.50~~	~~1,617.50~~	~~1,678.00~~	~~1,741.00~~	~~1,806.50~~
~~13~~	~~1,360.00~~	~~1,403.00~~	~~1,451.50~~	~~1,500.50~~	~~1,552.50~~	~~1,609.00~~	~~1,666.50~~	~~1,736.00~~	~~1,801.00~~	~~1,868.50~~	~~1,938.50~~
~~14~~	~~1,451.50~~	~~1,500.50~~	~~1,552.50~~	~~1,609.00~~	~~1,666.50~~	~~1,729.50~~	~~1,785.50~~	~~1,859.50~~	~~1,929.00~~	~~2,001.50~~	~~2,076.50~~
~~15~~	~~1,552.50~~	~~1,609.00~~	~~1,666.50~~	~~1,729.50~~	~~1,785.50~~	~~1,853.50~~	~~1,920.00~~	~~1,999.50~~	~~2,074.50~~	~~2,152.50~~	~~2,233.00~~
~~16~~	~~1,666.50~~	~~1,729.50~~	~~1,785.50~~	~~1,853.50~~	~~1,920.00~~	~~1,990.00~~	~~2,057.50~~	~~2,143.00~~	~~2,223.50~~	~~2,307.00~~	~~2,393.50~~
~~17~~	~~1,785.50~~	~~1,853.50~~	~~1,920.00~~	~~1,990.00~~	~~2,057.50~~	~~2,129.00~~	~~2,198.00~~	~~2,289.50~~	~~2,375.50~~	~~2,464.50~~	~~2,557.00~~
~~18~~	~~1,920.00~~	~~1,990.00~~	~~2,057.50~~	~~2,129.00~~	~~2,198.00~~	~~2,281.50~~	~~2,352.00~~	~~2,450.00~~	~~2,542.00~~	~~2,637.50~~	~~2,736.50~~
~~19~~	~~2,057.50~~	~~2,129.00~~	~~2,198.00~~	~~2,281.50~~	~~2,352.00~~	~~2,439.00~~	~~2,513.00~~	~~2,617.50~~	~~2,715.50~~	~~2,817.50~~	~~2,923.00~~
~~20~~	~~2,198.00~~	~~2,281.50~~	~~2,352.00~~	~~2,439.00~~	~~2,513.00~~	~~2,605.50~~	~~2,687.00~~	~~2,798.50~~	~~2,903.50~~	~~3,012.50~~	~~3,125.50~~
~~21~~	~~2,352.00~~	~~2,439.00~~	~~2,513.00~~	~~2,605.50~~	~~2,687.00~~	~~2,784.50~~	~~2,876.50~~	~~2,996.50~~	~~3,109.00~~	~~3,225.50~~	~~3,346.50~~
~~22~~	~~2,513.00~~	~~2,605.50~~	~~2,687.00~~	~~2,784.50~~	~~2,876.50~~	~~2,982.50~~	~~3,080.50~~	~~3,209.00~~	~~3,329.50~~	~~3,454.50~~	~~3,584.00~~
~~23~~	~~2,687.00~~	~~2,784.50~~	~~2,876.50~~	~~2,982.50~~	~~3,080.50~~	~~3,196.00~~	~~3,305.00~~	~~3,442.50~~	~~3,571.50~~	~~3,705.50~~	~~3,844.50~~
~~24~~	~~2,876.50~~	~~2,982.50~~	~~3,080.50~~	~~3,196.00~~	~~3,305.00~~	~~3,417.00~~	~~3,542.00~~	~~3,689.50~~	~~3,828.00~~	~~3,971.50~~	~~4,120.50~~
~~25~~	~~3,080.50~~	~~3,196.00~~	~~3,305.00~~	~~3,417.00~~	~~3,542.00~~	~~3,676.50~~	~~3,808.00~~	~~3,966.50~~	~~4,115.00~~	~~4,269.50~~	~~4,429.50~~
~~26~~	~~3,196.00~~	~~3,305.00~~	~~3,417.00~~	~~3,542.00~~	~~3,676.50~~	~~3,808.00~~	~~3,953.50~~	~~4,118.50~~	~~4,273.00~~	~~4,433.00~~	~~4,599.00~~
~~27~~	~~3,305.00~~	~~3,417.00~~	~~3,542.00~~	~~3,676.50~~	~~3,808.00~~	~~3,953.50~~	~~4,090.50~~	~~4,261.00~~	~~4,421.00~~	~~4,587.00~~	~~4,759.00~~

~~C. From July 1, 2004, through June 30, 2005, the following shall be the wage schedule for bargaining unit members who are subject to AS 23.40.200(a)(1) (Class One) occupying positions which are assigned to a normal workweek of forty (40) hours either pursuant to Appendix F of this agreement or pursuant to a Letter of Agreement under the Article 27.C of this Agreement.~~

~~Range~~	~~A~~	~~B~~	~~C~~	~~D~~	~~E~~	~~F~~	~~G~~	~~J~~	~~K~~	~~L~~	~~M~~
~~5~~	~~907.50~~	~~933.00~~	~~959.50~~	~~986.00~~	~~1,016.50~~	~~1,043.50~~	~~1,073.50~~	~~1,118.00~~	~~1,160.00~~	~~1,203.50~~	~~1,248.50~~
~~6~~	~~959.50~~	~~986.00~~	~~1,016.50~~	~~1,043.50~~	~~1,073.50~~	~~1,103.00~~	~~1,138.50~~	~~1,186.00~~	~~1,230.50~~	~~1,276.50~~	~~1,324.50~~
~~7~~	~~1,016.50~~	~~1,043.50~~	~~1,073.50~~	~~1,103.00~~	~~1,138.50~~	~~1,174.00~~	~~1,207.00~~	~~1,257.50~~	~~1,304.50~~	~~1,353.50~~	~~1,404.50~~
~~8~~	~~1,073.50~~	~~1,103.00~~	~~1,138.50~~	~~1,174.00~~	~~1,207.00~~	~~1,245.00~~	~~1,286.00~~	~~1,339.50~~	~~1,389.50~~	~~1,441.50~~	~~1,495.50~~
~~9~~	~~1,138.50~~	~~1,174.00~~	~~1,207.00~~	~~1,245.00~~	~~1,286.00~~	~~1,321.50~~	~~1,362.50~~	~~1,419.50~~	~~1,472.50~~	~~1,527.50~~	~~1,585.00~~
~~10~~	~~1,207.00~~	~~1,245.00~~	~~1,286.00~~	~~1,321.50~~	~~1,362.50~~	~~1,404.50~~	~~1,451.00~~	~~1,511.00~~	~~1,567.50~~	~~1,626.50~~	~~1,687.50~~
~~11~~	~~1,286.00~~	~~1,321.50~~	~~1,362.50~~	~~1,404.50~~	~~1,451.00~~	~~1,496.50~~	~~1,548.00~~	~~1,612.50~~	~~1,673.00~~	~~1,735.50~~	~~1,800.50~~
~~12~~	~~1,362.50~~	~~1,404.50~~	~~1,451.00~~	~~1,496.50~~	~~1,548.00~~	~~1,600.00~~	~~1,657.00~~	~~1,726.00~~	~~1,790.50~~	~~1,857.50~~	~~1,927.00~~
~~13~~	~~1,451.00~~	~~1,496.50~~	~~1,548.00~~	~~1,600.00~~	~~1,657.00~~	~~1,716.00~~	~~1,778.00~~	~~1,852.00~~	~~1,921.50~~	~~1,993.50~~	~~2,068.50~~
~~14~~	~~1,548.00~~	~~1,600.00~~	~~1,657.00~~	~~1,716.00~~	~~1,778.00~~	~~1,844.00~~	~~1,905.00~~	~~1,984.50~~	~~2,059.00~~	~~2,136.00~~	~~2,216.00~~
~~15~~	~~1,657.00~~	~~1,716.00~~	~~1,778.00~~	~~1,844.00~~	~~1,905.00~~	~~1,975.50~~	~~2,047.50~~	~~2,133.00~~	~~2,213.00~~	~~2,296.00~~	~~2,382.00~~
~~16~~	~~1,778.00~~	~~1,844.00~~	~~1,905.00~~	~~1,975.50~~	~~2,047.50~~	~~2,122.50~~	~~2,194.00~~	~~2,285.00~~	~~2,370.50~~	~~2,459.50~~	~~2,551.50~~
~~17~~	~~1,905.00~~	~~1,975.50~~	~~2,047.50~~	~~2,122.50~~	~~2,194.00~~	~~2,269.50~~	~~2,344.50~~	~~2,442.00~~	~~2,533.50~~	~~2,628.50~~	~~2,727.00~~
~~18~~	~~2,047.50~~	~~2,122.50~~	~~2,194.00~~	~~2,269.50~~	~~2,344.50~~	~~2,433.50~~	~~2,507.00~~	~~2,611.50~~	~~2,709.50~~	~~2,811.00~~	~~2,916.50~~
~~19~~	~~2,194.00~~	~~2,269.50~~	~~2,344.50~~	~~2,433.50~~	~~2,507.00~~	~~2,601.50~~	~~2,680.00~~	~~2,792.00~~	~~2,896.50~~	~~3,005.00~~	~~3,117.50~~
~~20~~	~~2,344.50~~	~~2,433.50~~	~~2,507.00~~	~~2,601.50~~	~~2,680.00~~	~~2,780.00~~	~~2,865.50~~	~~2,985.00~~	~~3,097.00~~	~~3,213.00~~	~~3,333.50~~
~~21~~	~~2,507.00~~	~~2,601.50~~	~~2,680.00~~	~~2,780.00~~	~~2,865.50~~	~~2,969.50~~	~~3,068.00~~	~~3,195.50~~	~~3,315.50~~	~~3,440.00~~	~~3,569.00~~
~~22~~	~~2,680.00~~	~~2,780.00~~	~~2,865.50~~	~~2,969.50~~	~~3,068.00~~	~~3,180.50~~	~~3,286.50~~	~~3,423.50~~	~~3,552.00~~	~~3,685.00~~	~~3,823.00~~
~~23~~	~~2,865.50~~	~~2,969.50~~	~~3,068.00~~	~~3,180.50~~	~~3,286.50~~	~~3,410.00~~	~~3,525.00~~	~~3,672.00~~	~~3,809.50~~	~~3,952.50~~	~~4,100.50~~
~~24~~	~~3,068.00~~	~~3,180.50~~	~~3,286.50~~	~~3,410.00~~	~~3,525.00~~	~~3,644.50~~	~~3,778.50~~	~~3,936.00~~	~~4,083.50~~	~~4,236.50~~	~~4,395.50~~
~~25~~	~~3,286.50~~	~~3,410.00~~	~~3,525.00~~	~~3,644.50~~	~~3,778.50~~	~~3,920.50~~	~~4,063.00~~	~~4,232.50~~	~~4,391.00~~	~~4,555.50~~	~~4,726.50~~
~~26~~	~~3,410.00~~	~~3,525.00~~	~~3,644.50~~	~~3,778.50~~	~~3,920.50~~	~~4,063.00~~	~~4,216.50~~	~~4,392.00~~	~~4,556.50~~	~~4,727.50~~	~~4,905.00~~
~~27~~	~~3,525.00~~	~~3,644.50~~	~~3,778.50~~	~~3,920.50~~	~~4,063.00~~	~~4,216.50~~	~~4,364.00~~	~~4,546.00~~	~~4,716.50~~	~~4,893.50~~	~~5,077.00~~

D. ~~Employees shall continue to receive longevity increments (Steps J, K, L, and M) in accordance with the criteria of AS 39.27.022. The increments shall be those set out in this Agreement.~~

Service Steps

An employee who has served two years at Step G will advance to Step J
An employee who has served two years at Step J will advance to Step K
An employee who has served five years at Step K will advance to Step L
An employee who has served four years at Step L will advance to step M.

E. Bargaining unit members may continue to utilize options available under the state of Alaska Deferred Compensation Plan as a means to provide supplemental retirement income and/or defer income and corollary tax deductions until a later date.

21.02 Wage Adjustments.

A. Effective July 1, ~~2005~~2007, the wage schedules provided in Section 21.01.A, B and C shall be increased by ~~one and one-half percent (1½ %)~~four percent (4%).

B. Effective July 1, ~~2006~~2008, the wage schedules referenced above shall be increased by ~~an additional two percent (2%).~~the Anchorage Consumer Price Index (CPI-U) not less than nor greater than three percent (3%).

C. Effective July 1, 2009, the wage schedules referenced above shall be increased by the Anchorage Consumer Price Index (CPI-U) not less than nor greater than three percent (3%).

21.03 Geographic Differential.

The following pay step differentials are approved as an amendment to the basic pay plan provided in Section 21.01.

Illustrative Place Names & Duty Stations	House Election Districts	% Above/Below Basic Pay Plan
Ketchikan, Prince of Wales	1	0
Wrangell, Petersburg	2	0
Sitka	3	0
Juneau	4	0
Skagway, Haines, Yakutat	5	5
Valdez, Cordova, Glennallen	6	11
Palmer, Wasilla	7	0
Anchorage	8	0
Seward	9	0
Kenai, Cook Inlet	10	0
Kodiak	11	9
Aleutian Islands	12	27
Bristol Bay	13	27
Bethel	14	38
Nenana Duty Station	15b	20
Aniak, McGrath, Galena	15a	30
Fairbanks	16a	4
Delta Junction, Tok	16b	16
Fort Yukon (above Arctic Circle)	16c	42
Barrow, Kotzebue	17	42
Nome	18	34
Wade Hampton	19	30
Outside Alaska Seattle		-13

The Election Districts used are those designated by the Proclamation of Reapportionment Redistricting of December 7, 1961, and retained for the House of Representatives by proclamation of the Governor on September 2, 1965. Employees on frozen geographic differential pay due to prior changes in geographic differential shall, except in the case of a demotion, be frozen for so long as they remain in their current differential area or until wage increases or changes in the employee's position result in the employee receiving a higher wage than the frozen amount. In the case of a demotion, the employee's geographic differential rate shall remain frozen at the differential rate in effect on the date of demotion.

Once the State completes a survey as per AS 39.27.030 the parties may meet to renegotiate 21.03.A of this agreement.

21.04 Swing and Graveyard Shift Differentials.

A. All bargaining unit members who work a "swing" shift which starts between 12 noon and 7:59 p.m. are entitled to a three and three-quarters percent (3.75%) increase over their basic salary as established by this Article for all hours worked in each such shift.

B. All bargaining unit members who work a "graveyard" shift which starts between 8 p.m. and 5:59 a.m. are entitled to a seven and one-half percent (7.5%) increase over their basic salary as established by this Article for all hours so worked in each such shift.

~~C. The parties recognize that employees who work on Saturday and Sunday should be paid a differential. To that end they will within sixty (60) days of the signing of this Agreement establish a Labor Management Committee subject to the provisions in Article 7 of this Agreement, to address the issue. The Committee shall meet at least once quarterly. Once the Committee reaches agreement its decision will be finalized through a Letter of Agreement. The parties recognize that the Committee's decision may have financial impact and may require Legislative approval.~~

~~D.~~C All bargaining unit members who are assigned to work a shift originally assigned to another member shall be paid the appropriate shift differential which the other member would have been paid.

~~E.~~D Except in emergencies or situations in which the bargaining unit member agrees, shift assignment will not be changed without at least twenty (20) working days notice prior to the effective date of the

change. This does not preclude temporary changes in work hours as provided in Article 27. F (Shift Assignment).

21.05 Hazard Pay.

A. From the effective date of this Agreement, all bargaining unit members who are required to work under dangerous conditions shall receive hazard pay of 7.5 percent in four (4) hour increments so worked.

B. Dangerous conditions shall be defined as working at heights more than twenty-five (25) feet above the ground on towers, bridgework or antennae and handling explosives so designated by the Employer, transportation by and working under a helicopter, working from low-altitude, light fixed-wing aircraft (except pilots) and underwater divings.

In addition, dangerous conditions shall include boarding one vessel from another, working on vessels underneath overhead cranes, and performing sampling duties in holding tanks; unless such work is considered part of the normal duties as outlined in the Class Specifications for the position.

C. Employees who were first hired by the Department of Fish and Game prior to July 1, 1996, and who are not covered by the Peace Officers' Retirement System whose duties necessitate a significant amount of field work, travel or exposure to hazardous working conditions shall receive hazard pay on an hour-for-hour basis except when performing any duty that may be enumerated in paragraph A.

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

21.06 General Pay Administration.

A. Beginning Salary: The minimum rate of pay in the assigned salary range for a class shall normally be paid upon initial appointment or hire. Any exception shall require the written approval of the Director of the Division of Personnel prior to a bargaining unit member beginning employment in the class.

B. Rehire Employees: If a current or former employee eligible for rehire is reappointed to a class in which the employee previously held permanent or probationary status or to a parallel class with prior approval of the Director of the Division of Personnel under Article 11.06, the appointing authority may make the appointment at the same step in the salary range for the class which the employee occupied before separation provided the rehire occurs within a period of two (2) years. If appointed above the beginning step of the range, the employee's merit anniversary date shall be the sixteenth (16th) of the month following completion of one (1) year of service after rehire.

Pursuant to Article 11.06, if a current employee is rehired with prior approval of the Director of the Division of Personnel in a lower class in the same class series, the employee may be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable state service or at such other step approved in advance of the first (1st) day of work by the Director of the Division of Personnel.

C. Promoted Employees:

1. An employee who has served one-half (1/2) or more of the time required to be considered for the next step increase shall, upon promotion to a position in a higher salary range in the bargaining unit, be placed at Step A of the higher range, or such other step as will provide an increase equivalent to two (2) steps, whichever is greater.

2. An employee who has served less than one-half (1/2) of the time required to be considered for their next step increase shall, upon promotion to a new position in a higher salary range in the bargaining unit, be placed at Step A or such other step as will provide an increase of one (1) step, whichever is greater.

3. A promoted employee entering the new range at a longevity increment shall be treated as if that increment had been earned in the new range and granted further increments accordingly.

4. Acting in a Higher Range:

a. Any bargaining unit member who has received prior written delegation from his/her division director or designee to perform essentially all of the duties of a specific position in a higher range than the bargaining unit member's own for fifteen (15) or more consecutive calendar days shall, retroactive to the first (1st) day, be paid at the step of the higher range that would be appropriate in case of promotion. Upon commencement of duties in the bargaining unit member's regular position, the bargaining unit member will return to the normal rate of pay. Such delegation to act at the higher range shall not exceed sixty (60) calendar days, which may be extended by the Director of the Division of Personnel.

In an emergency, the prior written delegation may be waived; however, written delegation by the division director or designee must be received within three (3) working days of the commencement of the duties of the higher range.

b. Accrued sick, annual and personal leave used or cashed out while in acting status shall be paid at the bargaining unit member's regular rate of pay.

c. It shall not be a violation of this Agreement, nor cause for disciplinary action, should a bargaining unit member decline to accept a prior written delegation of authority. Bargaining unit members will be informed of the likely length of a delegation of authority at the time it is offered.

d. The parties agree that within sixty (60) days of the signing of this Agreement they will establish a statewide Labor-Management Committee, subject to the provisions in Article 7 of this Agreement, to address the pay inequities experienced by employees who are directed to work on an emergency response assignment. This Committee will report regularly to the Commissioner of Administration and will offer a final report within six (6) months of the Committee formation. That report will include, at a minimum, a plan to compensate employees at a level commensurate with the duties that they perform.

5. For purposes of this subsection, "step" means both longevity increments and performance steps.

D. Transferred Employee: An employee transferred from one (1) position to another position assigned to the same pay range and meeting the provisions of Article 11.07, shall be appointed at the same step rate held prior to transfer and the employee's merit anniversary date shall remain unchanged. Those moving to a position at the same pay range but not considered as a transfer shall have a new probationary period and merit anniversary date and the step in the range shall remain unchanged.

E. Demotions: .

1. Demotions for Cause: An employee who is demoted pursuant to Article 11.08.A (Employment Status), shall enter the new range at no less than the step occupied in the higher range or such higher step as may be determined by the Director of the Division of Personnel.

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

F. Reallocation of Position or Class:

1. The merit anniversary date, status and salary step assignment of an employee whose position is reallocated from one (1) class to another class at the same salary range shall remain unchanged.

2. An employee occupying a position which is assigned to a lower pay range or reallocated to a classification which carries a lower pay range and who continues in the same position shall be treated as follows:

a. If the employee's current salary is the same as any step in the new range, the employee shall enter the new range at that step.

b. If the employee's current salary falls within the lower range but between steps, the employee's salary shall remain frozen until the employee's next merit anniversary date which results in the award of performance incentive, at which time the employee shall be placed at the next higher step.

c. If the employee's current salary exceeds the maximum of the new range, it shall remain frozen until it is the same as any step or falls between steps which appear on the salary schedule at the lower range, whichever is earlier. Salaries which are frozen shall not be subject to any salary increase including contractually negotiated adjustments or cost-of-living adjustments to the salary schedule.

d. For purposes of subsection F.2 (a, b, and c), employees whose positions are subject to a reallocation from one (1) class to another may not be paid at a longevity step unless they have earned such step in the class occupied prior to the reallocation action or until said step is earned in the class to which the position is reallocated. Time served at the final step or a longevity increment of the higher range shall be counted as time served at the final step or a longevity increment of the lower range.

3. An employee occupying a position which is reallocated to a classification which carries a higher pay range and who continues in the same position shall enter the new range at Step A or at any higher step which provides a one (1) step increase.

4. When a job class is moved from one (1) salary range to a higher salary range, the action is called a salary range change. The anniversary date and step placement of all employees subject to the action shall remain unchanged. The simultaneous reallocation of some positions to other job classes does not affect the action on the remaining positions.

21.07 Pay Procedures.

A. Payday.

1. Payday shall be the fifteenth (15th) day of the month and the last day of the month. If the payday falls on a Saturday, Sunday or holiday, then the last working day before such Saturday, Sunday or holiday shall be the payday.

2. All mailed checks shall be considered timely if postmarked three (3) days prior to the due date. If the Employer must stop payment and reissue a check, the check shall be considered timely if mailed or delivered within four (4) working days of Employer receipt of an Employee Notice of Pay Problem form, in which case penalty pay shall not apply.

3. Bargaining unit members will normally receive their pay at work. Bargaining unit members who are not at work by reason of being on leave or on travel status for a period anticipated to be five (5) working days or less following payday shall be considered to have been paid timely if they receive their pay on their first (1st) day back to work after such payday. In cases where anticipated leave or travel status exceeds five (5) working days, it shall be the responsibility of the bargaining unit member to make alternate pay arrangements prior to departure.

4. If the bargaining unit member who elects to receive a paycheck at home or at work does not receive the paycheck on payday or within twenty-four (24) hours of the close of business on

payday, the bargaining unit member shall be entitled to penalty pay of forty dollars ($40.00) for every day thereafter that the check is late, provided the bargaining unit member files notice with the Employer within the next regular day of business on forms provided by the Employer. Failure to provide notice to the Employer within the specified time period will forfeit claim for penalty pay until such notice is given. Bargaining unit members who have their checks mailed to their banks shall be entitled to penalty pay only from the date of written complaint to the Employer.

No payment of penalty pay on a single claim shall exceed forty dollars ($40.00) per day nor total more than four hundred dollars ($400.00).

5. Bargaining unit members will be notified by copy of any alterations to their time sheet. All alterations will be made in a manner that does not obliterate or obscure the original time as reported by the employee.

B. Itemized Deductions. The Employer shall itemize all deductions on paychecks so all bargaining unit members can clearly determine the purpose for which amounts have been withheld.

C. Pay Shortages. Pay shortages shall be paid promptly after receipt and verification of the bargaining unit member's complaint in accordance with Section 21.07.A.4, and no later than fifteen (15) calendar days after verification of a written complaint submitted on forms provided by the State. If not paid within the prescribed period, the penalties set forth in Section 21.07.A.4 shall apply for any verified pay shortage greater than one hundred dollars ($100.00). Shortages of less than one hundred dollars ($100.00) shall be paid on the next regular payday.

D. Termination Pay. When an employee is terminated, their wages, less terminal leave and retirement contributions, become due immediately and shall be paid during business hours no later than the fifth (5th) working day after termination.

If not paid within the prescribed period, the penalties set forth in Section 21.07.A.4 shall apply, except that if the employee voluntarily terminates without two (2) weeks prior notice, the penalties set forth in Section 21.07.A.4 shall not apply until after the following pay period.

21.08 Sea Duty Pay.

A. Definitions.

1. "Sea Duty" in this Agreement means a period longer than twenty-four (24) hours during which a bargaining unit member is engaged aboard a vessel and is living aboard a vessel (i.e., eating, sleeping, and working) while the vessel is away from the bargaining unit member's port of engagement. The vessel will normally provide permanent and reasonable facilities for two (2) or more, including cabin, bunks, stove, cooking facilities, marine sanitation device, and fresh water.

2. "Shore Duty" in this Agreement is that time worked on shore while the vessel is tied up at a port.

3. "Port of Engagement" in this Agreement means that place at which a bargaining unit member is, at the direction of the Employer, engaged aboard a vessel.

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

1. Bargaining unit members on Sea Duty will be assigned an uninterrupted sleep period of eight (8) hours in each twenty-four (24) hours.

2. An uninterrupted meal period of not less than one-half (1/2), nor more than one (1) hour will be allowed for each meal, not to exceed three (3) meals per day.

3. The hourly rate of pay while assigned to Sea Duty shall be computed by the following formula:

Monthly Salary x 0.00212 = Sea Duty Hourly Rate of Pay

4. All hours of Sea Duty shall be considered hours worked, therefore on:

a. Regular Duty Day: the bargaining unit member will be paid eight (8) hours at the straight rate and sixteen (16) hours at the time and one-half (1.5) rate of Sea Duty Hourly Rate of Pay; and

b. Regular Day Off (6th and 7th day) and Non-Floating Holiday: the bargaining unit member will be paid eight (8) hours at the time and one-half (1.5) rate and sixteen (16) hours at the double-time rate of the Sea Duty Hourly Rate of Pay.

5. The normal accrual rates for leave and credit for non floating holidays shall not be changed by this section.

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

ARTICLE 22 - Overtime and Premium Pay

22.01 Workweek.
The normal workweek shall consist of thirty-seven and one-half (37.5) hours in pay status from Sunday midnight to Sunday midnight within a maximum of five (5) days. All full-time employees shall be guaranteed a full workweek. Each bargaining unit member shall be entitled to two (2) consecutive days off each week. The parties may enter into a Letter of Agreement to address situations where the State needs an employee to work other than a normal workweek. The furlough provisions of 2 AAC 07.407 do not apply.

22.02 Overtime.

A. Overtime eligibility shall be in accord with the Fair Labor Standards Act (FLSA) or by mutual agreement of the parties. Overtime entitlements shall be earned in accord with the FLSA unless otherwise provided in this Agreement.

B. Overtime eligible bargaining unit members who regularly work a thirty-seven and one-half (37.5) hour workweek shall receive overtime for hours worked in excess of thirty-seven and one-half (37.5) hours of work per week at the rate of one and one-half (1.5) times the appropriate rate of pay. Overtime eligible bargaining unit members who are regularly assigned to a forty (40) hour workweek pursuant to letters of agreement establishing such alternate workweeks shall receive overtime after forty (40) hours of work at one and one-half (1.5) times the appropriate rate of pay.

C. Overtime pay or other premium pay shall not be pyramided or duplicated. Hours paid at the rate of one and one-half (1.5) the appropriate rate of pay for any reason shall be credited only once in the calculation of hours in the workweek.

D. Compensatory time entitlements may be established for overtime eligible bargaining unit members or groups of members in accord with the FLSA, by written mutual agreement of the parties.

E. When an overtime eligible bargaining unit member is required to perform work by telephone after the completion of the member's scheduled work hours, the time worked will be recorded on the timesheet in fifteen (15) minute increments.

F. ~~Not later than October 2, 2000, the parties agree to the formation of a labor-management committee on hours of work for overtime ineligible bargaining unit members. The committee shall examine issues related to workload, actual hours of work, scheduling, recruitment ability, retention, and potential remuneration for overtime ineligible members, for the purpose of recommending to the parties fair and equitable resolution of identified problems. Such recommendations shall be~~

~~made to the parties not later than December 15, 2000, unless otherwise mutually agreed.~~ The parties recognize that even though the normal workweek is 37.5 hours it may be necessary for overtime exempt employees to work extraordinary hours to meet the mission of the agency. A FLSA exempt employee who has been authorized to work additional hours may submit a written request to the division director for approval of a Flexible Time Plan to offset excessive hours of work with a reduction of normal work hours at a later time.

An approved Flexible Time Plan is subject to the following conditions:

1. An employee who works in excess of 50 hours in a workweek shall be eligible for flextime credits retroactive to 42.5 hours of work in the week.
2. Flextime credits shall accrue on one-half (0.5) hour increments.
3. No flextime credits may be earned for travel time.
4. No more than 12 hours of work per day may be counted toward the 50.0 hour per workweek threshold or toward flextime credits.
5. No more than one hundred fifty (150) hours of flextime credits may be earned within a leave year.
6. Flextime credits may not be used in advance of performance.
7. Employees shall document on the time sheet all hours worked and all flextime used.
8. Accrued flextime credits may be used at any time business permits with the prior approval of the supervisor in the same manner as personal leave. Requests to use accrued flextime shall not be unreasonably denied.
9. Flextime credits earned in one leave year must be used by December 31, of the following year. Unused flextime credits shall be cancelled without payment if not used by the December 31, deadline. Upon separation from State service or the bargaining unit, accrued flextime credits shall be cancelled without payment. Accrued flextime credits may not be cashed out.
10. Disputes regarding the accrual or use of flextime credits are subject to the complaint procedures of Article 15.01A. This shall be the sole and exclusive method of resolving such disputes.
11. Flextime credits shall be tracked and credited manually until the State implements an automated tracking system.

22.03 Assignment of Overtime.

A. It is the policy of the Employer to distribute overtime in the most economical manner. Insofar as possible, the Employer shall equalize the distribution of overtime among the bargaining unit members who desire to work overtime, and those not desiring to work overtime shall preferably not be assigned to work overtime. This does not preclude the Employer from assigning and requiring overtime work of bargaining unit members based on reasons such as the qualifications of the members and the amount of work to be accomplished.

B. A record of actual compensated overtime hours worked by the overtime eligible bargaining unit members will be maintained and made available for reasonable inspection by appropriate Union representatives.

C. In conjunction with subsection A above, and provided that the Employer received at least a two (2) hour notice prior to the beginning of the shift to be filled the following will occur before requiring mandatory overtime; the Employer will consider and utilize reasonable alternatives including, but not limited to maintaining and utilizing a Voluntary Work Assignment Call List and rotating overtime assignments through the Voluntary Work Assignment Call List. In the event an employee fails to provide a two (2) hour notice, the Employer shall endeavor to utilize qualified volunteers and shall accept a qualified volunteer for the overtime assignment.

D. The Employer will maintain a roster of all employees available for mandatory overtime assignments. Mandatory overtime assignments shall be rotated equitably. An employee who has worked voluntary overtime of at least four (4) hours in duration within the past thirty (30) calendar days will have the right to one (1) pass on a mandatory overtime requirement. In the event that all employees on the mandatory overtime list decline, the Employer has the right to refuse to accept the declination by the employee.

22.04 Recall.

A. Overtime Eligible Bargaining Unit Members.

1. If an overtime eligible bargaining unit member is called back to work within four (4) hours after the completion of the member's shift, the member shall be paid recall premium pay at a rate of one and one-half (1.5) times the bargaining unit member's regular rate of pay for actual hours worked. Regular rate of pay is the applicable rate for regularly scheduled work.

2. If an overtime eligible bargaining unit member is recalled later than four (4) hours after completion of the member's regular shift, the member shall be entitled to a minimum of four (4) hours recall premium pay at a rate of one and one-half (1.5) times the bargaining unit member's appropriate rate of pay (including the appropriate shift differential). Should total call-back hours worked exceed four (4) hours, an overtime eligible bargaining unit member shall receive recall premium pay at a rate of one and one-half (1.5) times the bargaining unit member's appropriate rate of pay (including the appropriate shift differential) for all such hours worked.

3. The recall provisions of A.1 and A.2 do not apply in the following cases:

a. if the additional work assignment has been scheduled prior to the bargaining unit member's leaving the work site at the end of the shift;

b. if the employee who is contacted to return to work is on standby when contacted to return to work;

c. if the employee has volunteered to be called for overtime during a specified pay period;

d. if the employee is not required to report to a work station or other location in order to perform the work.

In such cases, all hours worked will be paid at the appropriate rate of pay.

B. Nonovertime Eligible Bargaining Unit Members.

It is necessary from time to time to recall bargaining unit members who are not eligible for overtime and the Union agrees that an employee obligation exists. Work performed during recall shall be subject to the provisions of 22.02F.

22.05 Standby.

A. When employees are ordered to be available for immediate recall and either to remain at home or periodically to report their whereabouts, their names shall be placed on a standby roster. Assignments to a standby roster shall be, insofar as possible, equitably rotated among employees normally required to perform the anticipated duties, provided that nothing in this Article shall preclude the assignment of an individual to a standby roster whose knowledge makes that individual the most logical choice for the anticipated tasks.

B. An amount equal to ten percent (10%) of seven and one-half (7.5) times the employee's hourly base salary will be paid to an employee who is assigned to a standby roster for each calendar day or portion of a calendar day of such assignment. The daily rate of compensation shall include geographic and shift pay as appropriate.

22.06 Holiday Pay.

A. Holidays not worked by the employee shall be counted as time in pay status for the purpose of fulfilling the minimum workweek requirement.

B. All hours worked on a holiday shall be paid at the holiday premium rate of time and one-half (1.5) the appropriate pay rate, in addition to seven and one-half (7.5) hours straight time holiday pay. Hours that an employee works and for which he/she is compensated at the holiday premium rate will be considered hours worked for purposes of computing overtime eligibility under Article 22.02.

Hours worked on a holiday shall be credited only once in the calculation of hours in the workweek. Exclusive of Holiday Pay provided for by Article 24.01, no single hour worked at any time in a work period will be paid at greater than time and one-half (1.5).

22.07 Continuous Hours of Work.
A bargaining unit member may not be required to work in excess of two (2) consecutive regular shifts, not to exceed sixteen (16) hours within one (1) twenty-four (24) hour period except in an emergency.

22.08 Overtime Pay Calculations.
When a bargaining unit member who is eligible to receive overtime works a shift that qualifies for shift differential pay, the Employer shall compute overtime on the basis of the following formula:

(base rate + shift differential) x 1.5

22.09 Weekend Differential pay.
Overtime eligible Class One employees working in institutions with continuous operations shall be paid a premium of one dollar ($1.00/hour) per hour for each hour worked on the calendar days of Saturday and Sunday. Any partial hour worked shall be prorated consistent with the time keeping increment in 22.02 E. The Employer shall include this type of differential pay in the computation of overtime.

22.~~09~~ 10 Seasonal Overtime.
Overtime worked by seasonal employees shall be compensated at either time and one-half (1.5) of their base hourly salary or as seasonal compensatory time which would accrue at time and one-half (1.5) the employee's straight time hourly rate for each hour worked. The employee may opt for either form of compensation, however, once the employee has elected one form he/she cannot select a different option until the next pay period. Seasonal compensatory time must be used within the calendar year in which accrued and shall be treated as if at work for service and benefits purposes except for Health Insurance. If not used within the calendar year, or if the employee leaves the seasonal position, the accrued seasonal compensatory time shall be cashed out to the employee at time and one-half (1.5) the employee's base hourly wage notwithstanding the selected option.

ARTICLE 23 - Meal and Relief Periods

23.01 Meal Break.
A lunch break of not less than thirty (30) minutes nor more than one (1) hour shall be allowed approximately midway of each shift. An additional lunch period of thirty (30) minutes shall be allowed when a bargaining unit member works continuously for more than two (2) hours before or after the normal shift, and such additional lunch period shall be considered as time worked. However, the additional lunch period must be claimed within thirty (30) calendar days from the end of the pay period in which it was earned. In the event that a bargaining unit member is recalled within two (2) hours of the termination of their normal shift, the bargaining unit member shall be granted a meal break in accordance with the other provisions of this paragraph.

23.02 Relief Period.

A. All bargaining unit members shall be allowed two (2) paid fifteen (15) minute relief periods in each normal workday. The Employer shall establish reasonable rules governing the taking of such relief periods.

B. Relief periods will be taken away from the immediate work station when the bargaining unit member works in a public contact office, and where the Employer can reasonably provide such separate area.

C. When working other than the normal shift, a fifteen (15) minute paid relief period shall be allowed a bargaining unit member during any work period of at least four (4) hours duration, or as otherwise agreed.

ARTICLE 24 - Holidays

24.01 List.
All employees shall be entitled to, and compensated for, all holidays as listed below:

"Holiday " in this agreement means:

1. The first of January, known as New Year's Day;
2. The third (3rd) Monday in January, known as Martin Luther King, Jr., Day;
3. The third (3rd) Monday in February, known as President's Day;
4. The last Monday in March, known as Seward's Day;
5. The last Monday in May, known as Memorial Day;
6. The fourth (4th) of July, known as Independence Day;
7. The first (1st) Monday in September, known as Labor Day;;
8. The 18th of October, known as Alaska Day;
9. The 11th of November, known as Veterans' Day;
10. The fourth (4th) Thursday in November, known as Thanksgiving Day;
11. The 25th of December, known as Christmas Day;
12. Every day designated by public proclamation by the Governor of Alaska as a legal holiday.
13. One additional day shall be treated as a floating holiday and shall be credited to the employee's leave account on the pay period following July 1 of each year.

24.02 Observance of Holidays.
A designated holiday will normally be observed on the calendar day on which it falls, except that if the holiday falls on a bargaining unit member's first regularly scheduled day off it will be observed on the preceding day. If the holiday falls on the bargaining unit member's second regularly scheduled day off it will be observed on the following day. Normally, only those bargaining unit members designated in advance by appropriate supervision will be required to work on a designated holiday.

24.03 Designated Floating Holiday for Overtime Ineligible Bargaining Unit Members.
If an overtime ineligible bargaining unit member is assigned to work on any holiday listed in Section 24.01 above, the parties shall use the form in Appendix G of this Agreement and the bargaining unit member's annual or personal leave account shall be credited with one day (7.5 hours) of annual or personal leave as appropriate.

ARTICLE 25 - Annual and Sick Leave

25.01 Annual Leave.
A.

1. Accrual.

a. Accrual of annual leave for full-time employees is according to the following schedule:

Years of Service	Hours/Pay Period
0 - 2	4.69
2 - 5	6.56
5 - 10	7.50
10 +	9.38

Accrual of annual leave for full-time employees regularly assigned to forty (40) hour workweeks pursuant to letters of agreement or other provisions of this agreement establishing such alternate workweeks is according to the following schedule:

Years of Service	Hours/Pay Period
0 - 2	5
2 - 5	7
5 - 10	8
10 +	10

b. Annual leave accruals for partial months of service will be on a prorated basis.

c. Employees who work less than full-time shall accrue annual leave credit semi-monthly on a prorated basis according to the above schedule and hours in pay status.

2. An employee shall not accrue annual leave until completion of ninety (90) calendar days of full-time service, whereupon the employee shall be credited with accrual as provided in Paragraph 1 above, retroactive to the date of appointment.

3. Leave Anniversary Date. Changes in the rate of annual leave accrual shall take effect at the beginning of the pay period immediately following the pay period in which the employee completes the prescribed period of full-time service.

4. Annual leave earned during the semi-monthly pay period will be credited on the first (1st) day of the following pay period.

B.

1. Each full-time employee shall take at least seventy-five (75) hours of annual leave during each calendar period (leave year) beginning December 16 and ending December 15 of the succeeding year. Seasonal employees of less than twelve (12) months duration shall be exempt from mandatory leave. Part-time employees shall have the mandatory leave requirement prorated based upon the number of hours the employee is regularly scheduled to work.

2. Any employee who does not use this leave shall have the unused portion deducted from their leave account balance as of December 15.

3. Should the Employer refuse the employee any opportunity to take the required hours of annual leave during the leave year, any unused portion of the mandatory leave shall be deducted from the employee's leave balance at the end of the leave year and paid in cash.

C. Employees having in excess of thirty-seven and one-half (37.5) hours of annual leave shall, upon written request to the Employer, receive payment for accrued but unused annual leave. In no event shall a payment be made that reduces the employee's leave balance below thirty-seven and one-half (37.5) hours. The employee's leave balance shall be reduced by the number of hours for which payment is made. The first thirty-seven and one-half (37.5) hours of leave cashed in shall be applied toward the mandatory leave requirement. Payment shall be made on the subsequent payroll warrant, subject to AS 37.05.510.

Payment in excess of thirty-seven and one-half (37.5) hours shall not be applied against the mandatory leave usage requirement.

D. Annual leave may be taken by an employee at any time business permits, upon prior permission by the head of the department or agency for whom the employee works. Such approval may be delegated. An employee's request for annual leave will not be unreasonably denied.

E. Terminal Leave. Any employee who is separated from State service for any reason including layoff shall receive within seven (7) days a lump sum payment for the number of hours of accrued annual leave at the employee's annualized hourly rate of pay.

25.02 Sick Leave.

A. Accrual. Full-time employees in the bargaining unit shall accrue sick leave at the rate of four point sixty-nine (4.69) hours prorated over the semi-monthly pay period. Less than full-time employees

shall accrue sick leave credit semi-monthly on a prorated basis according to the hours in pay status. There shall be no accrual of sick leave during any semi-monthly pay period during which the employee is absent without approved leave. Employees on approved sick leave shall receive payment at their current salary to the extent that they have sick leave accrued.

B. Sick leave accrued but not used shall accumulate until termination of employment. Upon the death of an employee, any unused sick leave balance shall be paid in cash to the employee's beneficiaries at the employee's current annualized hourly rate of pay.

C. Availability of Sick Leave. Sick leave shall be granted by the department or agency only in the following instances:

1. At the discretion of the supervisor, an employee may be granted sick leave for a medical or dental appointment or illness or injury of the employee. The employee may be required to support said absence with a physician's certificate. Employees will not be required to provide a physician's certificate for illness of less than three (3) days unless improper use is suspected.

2. At the discretion of the supervisor, an employee may be granted sick leave for a medical or dental appointment or illness or injury within the employee's immediate family that requires the attendance of the employee or where the employee's presence on the job could jeopardize the health of fellow employees. Under these conditions the employee may with the consent of the employee's supervisor use sick leave with pay the same as if the employee were personally under a medical disability; however, such leave may not be granted unless the supervisor is satisfied that the absence of the employee is required to attend the dependent with the medical appointment, illness or disability. The supervisor may require a doctor's certification showing that the employee is required to be in attendance.

3. Upon the death of a spouse or other member of the immediate family of an employee, the employee may use not more than five (5) working days of accrued sick leave with pay for purposes of funeral leave. Under extenuating circumstances, a supervisor may, at his/her discretion, approve the use of additional days of accrued sick leave for this purpose. Immediate family for purposes of funeral leave means the employee's spouse, children, stepchildren, mother, father, mother-in-law, father-in-law, sister, brother, grandparent or grandchild.

4. In each case of absence due to illness or injury it shall be the responsibility of the employee to notify the employee's supervisor of the absence immediately and to report periodically the anticipated duration of the absence. Failure to notify the supervisor may result in disciplinary action, up to and including termination.

5. At the discretion of the supervisor, an employee may be granted sick leave when requested by local medical officials to respond to an emergency for the purpose of donating blood.

D. Employees shall be allowed to donate annual leave to and receive donations of annual or personal leave from employees in this unit or those represented by a different union or noncovered employees subject to the following conditions:

1. Each employee wishing to donate annual/personal leave will fill out, date and sign a leave slip showing the amount of leave to be donated subject to a minimum of ~~four (4)~~two (2) hours. The leave slip will have written along the bottom, or in the space provided, "Leave donated to (employee name, social security number)."

2. The recipient's union will be responsible for gathering all leave donations to be forwarded to the Division of Finance for processing. Leave donations will be posted by the Division of Finance to the recipient's account during the pay period in which received (1 through 15, or 16 through the end of the month) for use from that pay period forward. Donations shall not be posted for use in a pay period prior to that in which received.

3. The Division of Finance will convert the donated leave to dollars at the annualized hourly rate of the donor. That dollar amount will be converted to leave at the annualized hourly rate of the

recipient and the appropriate hours of leave will be added to the recipient's donated leave account for use as sick leave. The total amount of leave credited to the recipient's donated leave account shall not exceed 300 hours during the life of the current agreement. Donated leave may not be used until all accrued sick and annual or personal leave has been exhausted.

4. Once the Division of Finance has completed the above process, the State will not be obligated for further processing or liabilities resulting therefrom. Once the donation has been transferred to the recipient, the donation cannot be withdrawn, modified or otherwise returned to the donor's leave account. Leave donations will not reduce the mandatory leave usage requirements established in the collective bargaining agreement. Upon the death of an employee, any unused donated leave shall be paid in cash to the employee's beneficiaries at the employee's annualized hourly rate.

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

25.04 Absence and Payment for Court Leave.

A. An employee or long-term nonpermanent who is called to serve as a juror or subpoenaed as a witness shall be entitled to court leave. Employees or long-term nonpermanents who work the graveyard or swing shift shall be placed on day shift for the day or the duration of the time the employee is scheduled to appear, whichever is longer, provided the Employer receives twenty-four (24) hours notice.

B. Written documents such as a subpoena, marshal's statement of attendance and compensation for services, per diem and travel, may be required to support a request for court leave.

C. Employees shall turn over to their departments all monies received from the court as compensation for service and in turn shall be paid their current salary while on court leave.

25.05 Nonwar Military Duty Absence and Payment.
An employee who is required to report for a military physical examination is entitled to a leave of absence without loss of pay, time or performance rating. The leave of absence shall not exceed three (3) working days.

An employee who is a member of a reserve or auxiliary component of the United states Armed Forces is entitled to a leave of absence without loss of pay, time or performance rating without regard to other compensation earned during that period on all days during which the employee is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction, or when under direct military control in the performance of a search and rescue mission. The leave of absence may not exceed sixteen and one-half (16.5) working days in any twelve (12) month period, beginning December 16 and ending December 15.

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

25.06 Time Off to Vote.
The Employer shall provide reasonable and necessary time off for bargaining unit members to vote in local, municipal, borough, State and Federal elections, provided that the member is unable to vote outside working hours because of actions of the Employer.

25.07 Other Approved Absence.

Upon application and written approval of the appointing authority, an employee may be granted leave of absence without pay. Continuous service credit shall not accrue during the period of leave.

Except as otherwise provided above, the provisions of Personnel Memorandum 00-2 (incorporated as Appendix B), will be in effect and it is hereby incorporated by reference.

25.08 Family Leave.

A. The parties mutually agree that the provisions of the Federal Family and Medical Leave Act (FMLA) and the Alaska Family Leave Act (AFLA) apply to bargaining unit members.

B. When taking leave under the provisions of FMLA or AFLA ("family leave"), a qualified bargaining unit member must exhaust all accrued sick, annual and donated leave (in that order) before entering leave without pay, except that an employee may elect to retain up to five (5) days of annual leave in his or her account for use upon return from leave taken under this provision.

C. The period for utilizing family leave entitlements shall commence with the first day of family leave. A bargaining unit member may be required to recertify the qualifying reason for remaining on family leave. A bargaining unit member may be required to provide a fit-for-duty statement prior to returning to work.

D. When taking family leave due to pregnancy, childbirth, foster care placement or adoption, the leave entitlement must be taken consecutively. The first level supervisor outside the bargaining unit and the bargaining unit member may agree to Family Leave on an intermittent or reduced schedule basis due to pregnancy, childbirth, foster care placement, or adoption; however, an intermittent or reduced schedule does not extend the period of entitlement.

E. If the necessity for family leave is foreseeable, the bargaining unit member shall provide the bargaining unit member's department or agency with reasonable notice of the need for family leave.

F. In the case of planned treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision, subject to the approval of the health care provider, so as not to disrupt unduly the department or agency operations.

25.09 Union Business Leave Bank.

A. There is hereby created a Union Business Leave Bank which shall be administered by the State with a monthly report of the balance and withdrawals provided to the Union. The Bank shall be established by a transfer, upon written authorization from the member, of seven and one-half (7.5) hours of annual leave from each new bargaining unit member. As a condition of employment, such bargaining unit members shall donate seven and one-half (7.5) hours of annual leave when the bargaining unit member's balance is at least seven and one-half (7.5) hours or more and such leave shall be transferred to the Bank.

In addition, any bargaining unit member at his/her option may transfer annual leave in one (1) hour increments to the Bank. Transfers may be made at any time during the duration of the Agreement with no maximum limit of the number of increments except that a bargaining unit member may not transfer more increments of annual leave than are posted to the member's annual leave balance at the time of authorization. The bargaining unit member's leave balance will be reduced by the amount of leave transferred to the Bank.

B. Leave assessments from new bargaining unit members to the unit and donated annual leave will be converted to its dollar value at the rate of pay of the bargaining unit member from whom the leave was received. Those dollars (with benefit costs) shall be placed in the Union Business Leave Bank.

When business leave is used in accordance with the other provisions of this section, dollars will be withdrawn from the Union Business Leave Bank equal to the hourly rate (with benefit costs) of the bargaining unit member utilizing the leave times the hours of leave taken.

C.

1. Withdrawal requests from the Bank will be for purposes of compensation of bargaining unit members for absences due to contract negotiations and formulation, meetings, conventions, training sponsored by the Union, attendance at arbitration or other hearings as witnesses for the Union, and other like purposes as may be determined by the Union. Requests for withdrawals from the Bank shall be made only by the Business Manager of the Union or such other person as designated by the Union to the appropriate Departmental Officer with a copy to the Director of the Division of Labor Relations on forms mutually agreed to by the parties. The original leave slip shall be presented to the Union by the bargaining unit member and must accompany all requests for withdrawal from the Bank. All annual leave transferred to the Bank is final and not recoverable for recredit to an individual's annual leave account.

2. The purposes listed in C.1 shall first be met through use of the Union Leave Bank. Should there be insufficient money available through the leave bank, the Employer shall approve annual leave or leave without pay for purposes listed in C.1.

D.

1. The release of bargaining unit members for Union Business Leave shall be handled on the same basis as release from duty for annual leave. Such approval shall not be unreasonably withheld by the supervisor. The Union may authorize business leave in excess of regularly scheduled hours; however, excess business leave hours will not be included for the purpose of calculating overtime.

2. In instances of contract negotiations and other highly critical matters of long duration, the Employer agrees that every reasonable effort will be made to release bargaining unit members from their duties; however, the parties recognize that a situation may develop such that a bargaining unit member may not reasonably be released.

ARTICLE 26 - Personal Leave

~~All bargaining unit members who remain covered under the provisions of Article 25 shall have one final opportunity to elect to convert to Personal Leave under the provisions of Article 26. This opportunity shall be offered beginning November 1, 2004, and ending November 30, 2004. The members who choose not to convert to Personal Leave shall remain under the provisions of Article 25 for the remainder of their service as a member of the General Government Unit.~~

26.01 Rate of Accrual.
All full-time bargaining unit members holding permanent, probationary, provisional or long-term nonpermanent status shall accrue personal leave as follows:

Years of Service	Hours Per Pay Period
0 - 2	7.50
2 - 5	8.44
5 - 10	9.38
10 +	11.25

Personal leave accruals for partial months of service will be on a prorated basis. Leave eligible members who work less than full-time shall accrue Personal leave on a prorated basis according to the above schedule and hours in pay status. Accrued leave shall be posted on a semi-monthly pay period and shall be available for use when posted except as noted herein. In determining years of service for the purpose of computing Personal leave, all permanent/probationary/provisional/long-term nonpermanent service with the Territory and State of Alaska is included.

Accrued Personal leave is available for use by a member following the successful completion of thirty (30) consecutive calendar days of leave eligible employment.

All full-time bargaining unit members holding permanent, probationary, provisional or long-term nonpermanent status who are regularly assigned to forty (40) hour workweeks pursuant to a Letter of Agreement establishing such alternate workweeks shall accrue Personal leave as follows:

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

26.02 Changes of Accrual Rate.
Changes in the rate of Personal leave accrual shall take effect at the beginning of the pay period immediately following the pay period in which the employee completes the prescribed period of full-time service.

26.03 Medical Leave Bank and Transfer of Accrued Sick Leave.

A. A leave eligible member in the bargaining unit who becomes covered by the provisions of this Article and who has accrued sick leave shall have fifty percent (50%) of that sick leave transferred to the employee's personal leave account and fifty percent (50%) of that sick leave transferred to a medical leave bank. Banked medical leave may be used ~~only be taken~~ in accord with ~~this~~ Article 26.04B.

~~B. Medical Leave Bank. Such leave is to be used only in the event of illness or injury of the member or the member's immediate family, or other events authorized in this Article. There will be no further additions to the medical leave bank.~~

~~The medical leave bank balance can be authorized for use only after the personal leave balance has been exhausted, except that any one (1) medical disability which prevents the employee from working, as certified by the attending health care provider, which exceeds five (5) consecutive working days shall be charged as follows:~~

~~1. to personal leave up to a maximum of five (5) consecutive working days.~~

~~2. after exceeding the five (5) consecutive days the total leave taken shall be charged to the medical leave bank.~~

~~3. if the medical leave bank has been exhausted, the leave shall be charged to personal leave.~~

~~Such illnesses shall in all cases require a report from a health care provider recognized under the FMLA.~~

~~C~~B. Except as otherwise provided in this Article, upon separation from state service, a maximum fifteen hours (15) in an employee's medical leave bank shall be transferred to a Union Catastrophic Medical Leave Bank. ~~A Labor-Management Committee will be established to develop the procedures regarding use of this leave bank.~~

~~D~~C. Death of an Employee: Upon the death of an employee, any unused sick leave balance shall be paid in cash to the employee's beneficiaries at the employee's base pay rate.

~~E~~D. The use of leave under this Section shall be reduced by the amount of wage continuation payments under the Alaska Workers' Compensation Act (AS 23.30).

26.04 Utilization and Disposal.

A. Personal leave shall be used for any and all purposes for which sick and/or annual leave have heretofore been used. This includes medical or dental appointments, and illness or injury of the member or the member's immediate family as defined in 2 AAC 08.999.

B. 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 will be based on the supervisor's evaluation of the needs of the job. In an absence due to illness or injury, the supervisor may require a physician's certificate. Members will not be required to provide a physician's certificate for illnesses of less than three (3) days unless improper use is suspected.

C. Personal leave accrued but not used shall accumulate until separation; however, at least thirty-seven and one-half (37.5) hours of personal leave must be used each full leave year (December 16 of one (1) calendar year through December 15 of the following calendar year). Seasonal employees of less that twelve (12) months duration shall be exempt from mandatory leave. Personal leave cashed in pursuant to section 26.07 of this Article does not count toward the mandatory thirty-seven and one-half (37.5) hours usage. Part-time members shall have the mandatory leave requirement prorated based upon the number of hours the member is regularly scheduled to work.

D. If the member fails to use the thirty-seven and one-half (37.5) hours in any full leave year, the member shall be entitled to payment for the unused portion. This payment shall be at the member's annualized hourly rate and shall be included in the first (1st) regular payroll following the close of the leave year. The period of time for which payment is made will be deducted from the member's personal leave balance. It is understood that, should the member fail to schedule the thirty-seven and one-half (37.5) hours leave, the Employer may direct that the member take the personal leave at any time to satisfy the thirty-seven and one-half (37.5) hours requirement.

26.05 Separation.

A. Members who separate from State service for any reason including layoff shall receive within seven (7) days a lump sum payment for accrued personal leave in accordance with statutory provisions in effect on the date of separation.

B. Members who go on personal leave and subsequently give notice of resignation, or who do not return to work, will be considered to have separated on the last day worked. No additional leave will accrue after the last day worked.

C. Any exception to the policy stated in B of this section requires the prior written approval of the Commissioner of the Department of Administration.

D. Upon separation from State service, the medical leave bank balance shall be automatically canceled without pay except in case of death of an employee who, at the time of death, is a bargaining unit member. All unused medical leave shall be paid to the member's designated beneficiary in a lump sum at the member's annualized hourly rate of pay.

26.06 Funeral Leave.

If a death occurs among members of a bargaining unit member's immediate family, the bargaining unit member will be excused from work and allowed to use up to thirty-seven and one-half (37.5) hours of leave to attend the funeral and make arrangements. The funeral leave time will be charged first to personal leave, then to the banked sick leave or, if no leave is available, to leave without pay. Additional days may be authorized under extenuating circumstances. Immediate family, for the purpose of funeral leave, shall mean the bargaining unit member's spouse, children, stepchildren, father, mother, father-in-law and mother-in-law, sister, brother, grandparents, and grandchildren.

26.07 Leave Cash-In

Bargaining unit members having in excess of thirty-seven and one-half (37.5) hours of personal leave shall, upon written request to the Employer, receive payment for accrued but unused personal leave, subject to the following limitations:

1. Under no circumstances may a member request or receive a leave cash-in that would reduce the employee's accrued personal leave balance below thirty-seven and one-half (37.5) hours;

2. Payment will be made no later than one (1) pay period following the pay period in which the request was made.

3. Leave cashed in under this Section does not reduce the thirty-seven and one-half (37.5) hour mandatory leave requirement in section 26.04 of this Article.

26.08 Union Business Leave Bank.

A. There is hereby created a Union Business Leave Bank that shall be administered by the State with a monthly report of the balance and withdrawals provided to the Union. The Bank shall be established by a transfer, upon written authorization from the member, of seven and one-half (7.5) hours of personal leave from each new bargaining unit member. As a condition of employment such bargaining unit members shall donate seven and one-half (7.5) hours of personal leave when the bargaining unit member's balance is at least seven and one-half (7.5) hours or more and such leave shall be transferred to the Bank.

   In addition, any bargaining unit member at his/her option may transfer personal leave in one (1) hour increments to the Bank. Transfers may be made at any time during the duration of the Agreement with no maximum limit on the number of increments except that a bargaining unit member may not transfer more increments of personal leave than are posted to the member's personal leave balance at the time of authorization. The bargaining unit member's leave balance will be reduced by the amount of leave transferred to the Bank.

B. Leave assessments from new bargaining unit members to the unit and donated personal leave will be converted to its dollar value at the rate of pay of the bargaining unit member from whom the leave was received. Those dollars (with benefit costs) shall be placed in the Union Business Leave Bank. When business leave is used in accordance with the other provisions of this Section, dollars will be withdrawn from the Union Business Leave Bank equal to the hourly rate (with benefit costs) of the bargaining unit member utilizing the leave times the hours of leave taken.

C.

   1. Withdrawal requests from the Bank will be for purposes of compensation of bargaining unit members for absences due to contract negotiations and formulation, meetings, conventions, training sponsored by the Union, attendance at arbitration or other hearings as witnesses for the Union, and other like purposes as may be determined by the Union. Requests for withdrawals from the Bank shall be made only by the Business Manager of the Union or such other person as designated by the Union to the appropriate Departmental Officer with a copy to the Director of the Division of Labor Relations on forms mutually agreed to by the parties. The original leave slip shall be presented to the Union by the bargaining unit member and must accompany all requests for withdrawal from the Bank. All personal leave transferred to the Bank is final and not recoverable for recredit to an individual's personal leave account.

2. The purposes listed in C.1 shall first be met through use of the Union Leave Bank. Should there be insufficient money available through the leave bank, the Employer shall approve personal leave or leave without pay for purposes listed in C.1.

D.

1. The release of bargaining unit members for Union Business Leave shall be handled on the same basis as release from duty for personal leave. Such approval shall not be unreasonably withheld by the supervisor. The Union may authorize business leave in excess of regularly scheduled hours; however, excess business leave hours will not be included for the purpose of calculating overtime.

2. In instances of contract negotiations and other highly critical matters of long duration, the Employer agrees that every reasonable effort will be made to release bargaining unit members from their duties; however, the parties recognize that a situation may develop such that a bargaining unit member may not reasonably be released.

26.09 Donations of Personal Leave.
Members shall be allowed to donate personal leave to and receive donations of personal leave from leave eligible members in this unit or those represented by a different Union or noncovered employees subject to the following conditions:

A. Each member wishing to donate personal leave will fill out, date and sign a leave slip showing the amount of leave to be donated subject to a minimum of ~~four (4)~~two (2) hours. The leave slip will have written along the bottom, or in the space provided, "Leave donated to (employee name, social security number)."

B. The recipient's Union will be responsible for gathering all leave donations to be forwarded to the Division of Finance for processing. Leave donations will be posted by the Division of Finance to the recipient's account during the pay period in which received (1 through 15, or 16 through the end of the month) for use from that pay period forward. Donations shall not be posted for use in a pay period prior to that in which received.

C. The Division of Finance will convert the donated leave to dollars at the annualized hourly rate of the donor. That dollar amount will be converted to leave at the annualized hourly rate of the recipient and the appropriate hours of leave will be added to the recipient's donated leave account for use as sick leave. The total amount of leave credited to the recipient's donated leave account shall not exceed three hundred (300) hours during the life of the current Agreement. Donated leave may not be used until all accrued personal leave has been exhausted.

D. Once the Division of Finance has completed the above process, the State will not be obligated for further processing or liabilities resulting therefrom. Once the donation has been transferred to the recipient, the donation cannot be withdrawn, modified or otherwise returned to the donor's leave account. Leave donations will not reduce the mandatory leave usage requirements established in the Collective Bargaining Agreement. Upon the death of a member, any unused donated leave shall be paid in cash to the member's beneficiaries at the member's annualized hourly rate.

26.10 Court Leave.
A leave eligible member who is called to serve as a juror or subpoenaed as a witness shall be entitled to court leave. Court leave shall be supported by written documents such as subpoena, marshal's statement of attendance, and compensation for services, per diem and travel. Members shall turn over to their employing departments all moneys received from the court as compensation for service and in turn shall be paid their current salary while on court leave. Leave eligible members who work the graveyard or swing shifts shall be placed on day shift for the day or duration of the time they are scheduled to appear, whichever is longer, provided the Employer receives twenty-four (24) hours notice.

26.11 Military Leave.
A. A leave eligible member who is a member of a reserve or auxiliary component of the United States Armed Forces, including the organized militia of Alaska, consisting of the Alaska National Guard, the Alaska Naval Militia, and the Alaska State Defense Force, is entitled to a leave of absence

without loss of pay, time or performance rating without regard to other compensation earned during that period on all days during which the member is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction, or when under direct military control in the performance of a search and rescue mission. The leave of absence may not exceed sixteen and one-half (16.5) working days in any leave year.

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

C. A member on personal leave shall not go on military leave without returning to duty unless military leave is approved prior to commencement of personal leave.

D. For purposes of other military leave benefits that may be authorized pursuant to AS 39.20.345, the parties agree to accept the terms, conditions, exclusions and changes of Administrative Order 213.

26.12 Family Leave.
Qualified members may be granted family leave. When taking family leave, a qualified member must exhaust all accrued personal and sick leave as provided in Section 26.03, and donated leave (in that order) before entering leave without pay except that a member may elect to retain up to thirty-seven and one-half (37.5) hours of personal leave in his or her leave account for use upon return from leave taken under this provision. When taking leave due to pregnancy, childbirth, foster care placement or adoption, the leave entitlement must be taken consecutively.

The period for utilizing family leave entitlements shall commence with the first day of family leave. A member may be required to recertify the qualifying reason for remaining on family leave. A member may be required to provide a fit-for-duty statement prior to returning to work.

26.13 Emergency Leave Bank.
~~There is hereby created an~~The Emergency Leave Bank is created for the use of employees as long as they qualify for FMLA or AFLA and whose personal or annual leave balance is less than seventy-five (75) hours. ~~Set up of an Emergency Leave Bank will begin February 1, 2005, in accordance with 26.13. and will be fully implemented on or before June 30, 2005.~~

A. Eligibility. An employee may elect to contribute seven and one-half (7.5) hours of leave annually to the Emergency Leave Bank. New employees may elect to contribute 7.5 hours of leave by notifying the Union during the first thirty (30) days of employment. The Union will notify the State of a new employee's election to contribute within forty-five (45) days of employment. Those employees who have contributed during the current year are eligible for participation in the plan. The contribution shall occur automatically through payroll deduction either during the first thirty (30) days of each leave year or during the first ~~thirty (30)~~forty-five (45) days of employment for new employees. Any member may change their election by informing the Union ~~and the State~~ in writing within thirty (30) days following November 1 of each year. The Union will provide the State a list each pay period of new employees who elect to contribute to the Bank. The Union will provide the State of Alaska's Division of Finance with a list of employees who wish to change their election on the first working day after November 30 of each year. This list will include the employee's name and either their Social Security number or their Employee ID number. All leave donated to the Bank shall remain the property of the Bank.

B. Contributions.

1. The leave donated to the Bank will be cumulative from year to year.

2. An employee who leaves State service may elect to donate up to five (5) days of accumulated leave to the Bank.

3. The Union may decide to forgo the annual contribution by members at the beginning of a leave year. It will notify the State in writing by December 10 of such a decision.

C. Administration.

1. The Emergency Leave Bank will be administered by the State with a monthly report of the balance, contributions, and withdrawals provided to the Union. Requests for withdrawals from the Bank will be made only by the Business Manager of the Union or such other person as designated by the Union to the appropriate Departmental Officer with a copy to the Director of the Division of Labor Relations on forms mutually agreed to by the parties. The original leave slip will be presented to the Union by the bargaining unit member and must accompany all requests for withdrawal from the Bank.

2. Leave assessments from bargaining unit members will be converted to its dollar value at the rate of pay of the bargaining unit member from whom the leave was received. Those dollars (with benefit costs) shall be placed in the Emergency Leave Bank. When emergency leave is used in accordance with the provisions of this Article, dollars will be withdrawn from the Emergency Leave Bank equal to the hourly rate (with benefit costs) of the bargaining unit member utilizing the leave times the hours of leave taken.

3. Withdrawals from the Emergency Leave Bank will be for the benefit of bargaining unit members in accordance with the Emergency Leave Bank policy and procedures as determined by the Union.

4. If an emergency leave request is not received within five (5) days after the end of the pay period in which it occurred, the State will deduct accrued leave from the member's bank/s. If the Union submits an emergency leave request within thirty (30) days of the end of the pay period in which the leave occurred, the State will process the emergency leave requests and reinstate an equal amount to the employee's annual/personal leave bank. However, no other retroactive adjustments will be made, including but not limited to: leave accruals, merit anniversary dates, and health insurance. This will only apply if the employee had enough annual/personal leave in his/her bank to cover the absence. No adjustments will be made for periods of leave without pay.

D. Utilization.

The release of bargaining unit members under the provisions of this Article shall be handled on the same basis as release from duty for personal leave. Such approval will not be unreasonably withheld by the supervisor.

The State will consider exigent circumstances for granting emergency leave upon request of the Union.

26.14 Other Approved Absences.
Upon application and approval of the appointing authority, a bargaining unit member may be granted leave of absence without pay. Such leave shall not normally exceed twelve (12) continuous months. Continuous service credit shall not accrue during the period of leave. Approval of said leave of absence shall not be unreasonably withheld.

Except as otherwise provided herein, the provisions of Appendix B will be in effect and it is hereby incorporated by reference.

26.15 Leave Anniversary Date.
The leave anniversary date must be moved one (1) month later for each twenty-three (23) days of leave without pay in a leave year.

26.16 Time Off to Vote.
The Employer shall provide reasonable and necessary time off for bargaining unit members to vote in local, municipal, borough, State and Federal elections, provided that the member is unable to vote outside working hours because of actions of the Employer.

ARTICLE 27 - Shift Assignment

A. Hours of Operation.

1. Hours of operation shall be established by the Employer.

2. The Employer will notify the Union prior to implementing any large scale change in the hours of operation.

B. Shift Assignments.

1. Shift assignments shall be made in accordance with the needs of the Employer.

2. Seniority shall be considered in assigning employees to desired shift assignments. For purposes of this Article, seniority means continuous length of service in the job class.

3. Neither permanent assignments nor temporary reassignments shall be used as a means of disciplining bargaining unit members. The parties acknowledge that changes in assignment may be appropriate as part of a corrective or investigatory action.

C. Alternative Workweeks.

1. A four (4) day workweek or other form of alternative workweek schedule may be established by written mutual agreement of the Employer and the Union, the terms of which schedules shall be set forth in letters of agreement.

2. All letters of agreement establishing alternative workweek schedules in effect on the date of signing of this Agreement shall be automatically cancelled ninety (90) days after signing unless specifically renewed or renegotiated.

D. Flexible Work Hours.

1. Upon employee request, flexible work hours may be established by the commissioner of the employing department, pursuant to AAM 100.540-570.

2. The commissioner or the commissioner's designee shall be the approving authority for bargaining unit member requests for flexible work hours.

E. Shift bidding procedures may be established for a particular work site by letter of agreement between the Employer and the Union.

F. Nothing in this Article precludes temporary reassignment of a bargaining unit member because of illness, vacation, emergency, training, orientation, or similar causes.

G. A bargaining unit member may trade shifts with another bargaining unit member provided prior approval has been secured from the supervisor of the work being performed. The bargaining unit member is responsible for accounting for shifts "traded" and "paid back." The Employer will pay the member scheduled to work for the actual hours worked on the shift.

H. Split Shifts. The Employer agrees that bargaining unit members will not be scheduled to work split shifts except in those instances where there is no reasonable alternative.

ARTICLE 28 - Equipment and Clothing

A. The Employer shall not require bargaining unit members to furnish their own tools or work implements in order to perform state work.

B. The Employer shall provide uniforms to all bargaining unit members required to wear such prescribed apparel. A uniform is defined as a set of wearing apparel required by the Employer to be of a specific color and style.

ARTICLE 29 - Safety and Health

29.01 Safety Equipment.

It shall not be a violation of this Agreement nor grounds for discipline or dismissal if a bargaining unit member refuses to work on an unsafe job, provided the job is found to be unsafe by the Alaska Department of Labor. Any safety equipment required by the Division of Labor Standards and Safety regulations to make a job safe shall be supplied by the Employer. The Employer shall abide by the Division of Labor Standards and Safety regulations. Disciplinary action shall not be taken under this Section until the Department of Labor has made a finding on safety. If the Department of Labor finds the job to be safe and subsequent disciplinary action is taken, the bargaining unit member shall have recourse to the applicable complaint or grievance-arbitration procedure.

29.02 Monitored Health Program.

A. The Employer agrees to inform bargaining unit members of identified hazards with which they may come in contact in accordance with the applicable regulations of the Alaska Department of Labor.

B. The parties recognize that certain bargaining unit members may, in the regular performance of their duties, come in contact with pathogenic, carcinogenic and toxic substances or with infectious blood or body fluid borne diseases. When a qualifying bargaining unit member provides proof of having undergone an annual physical and including a copy of the insurance explanation of benefits (EOB), the Employer will reimburse that bargaining unit member one hundred and five dollars ($105.00). Claim for reimbursement will be made in any twelve (12) month period. No more than one (1) such reimbursement will be made in any twelve (12) month period.

C. The parties will establish within sixty (60) days of the effective date of this Agreement, a statewide Ergonomics Committee subject to the provisions of Article 7 (Labor-Management Committees). This Committee shall consist of not more than four (4) members representing the Employer and four (4) members representing the Union. The Committee shall oversee the study and then recommend to the Commissioner of the Department of Administration a policy for implementing the needed changes. The Committee shall also recommend strategies for implementing such policy. Representatives of other bargaining units may participate in this aspect of the Committee's work upon mutual agreement of the concerned parties. The Committee shall make a preliminary report on this subject to the Commissioner of the Department of Administration not later than ninety (90) days after convening and a formal report within six (6) months. This does not preclude continuing discussions and further recommendations subsequent to the formal report. The Committee report must be given serious consideration by the Commissioner of the Department of Administration prior to the implementation of any policy on this subject.

29.03 Injury in the Line of Duty

~~Effective sixty (60) days after the signing of this Agreement, a~~An injury leave account shall be ~~established~~ maintained by the Employer which is designated specifically to finance the member's contribution necessary to maintain their base salary under the Worker's Compensation Act and benefits. In a case where an employee is injured as a direct physical assault in the course of performance of the employee's duties which causes him/her to be unable to perform his/her duties, and which qualifies for Worker's Compensation, the following plan will apply.

A. Injury Leave Account:

1. For the life of this Agreement, at the first pay period following July 1 the Employer shall contribute eight (8) dollars per employee per year to the Injury Leave Account.

2. At the end of the fiscal year, the Injury Leave Account shall be audited by the Employer and the funds remaining in the account will be carried forward to the next fiscal year. Upon completion of the audit, a copy shall be provided to the Union.

B. Use of Injury Leave:

1. Subject to availability of funds, an employee who suffers a workplace injury which is the result of a physical assault will be granted paid leave of absence up to a maximum of one thousand (1000) hours during the term of the Agreement. If the employee's absence from regularly scheduled work due to injury is more than one thousand (1000) hours, payment for that absence shall be made solely as prescribed in the Worker's Compensation Act and personal leave provisions of this Agreement. The application and interpretation of the provisions of the Worker's Compensation Act are not subject to the grievance provisions of the Agreement.

2. The Employer need not require a physician's statement in cases when an employee suffers a workplace injury which is the result of a physical assault and results in the employee's absence from regularly scheduled work for three (3) days or less.

3. Employee wage compensation received by the employee under the Worker's Compensation Act must be submitted to the State.

C. Qualifications for Leave:

An injured employee is not qualified for leave unless a request is made in writing from the Business Manager of the Union to the Commissioner of Administration no later than ten (10) calendar days from the date the assault occurred, and the injured employee has not previously exhausted the maximum paid leave period for injury leave under these provisions.

D. Assignments to Work:

A member may be assigned to work at the discretion of the state providing such work does not adversely affect the injury.

ARTICLE 30 - Travel, Per Diem and Moving

Except as specifically provided in this Article, travel, per diem and moving allowances shall be paid in accordance with the provisions of the Alaska Administrative Manual in effect on the date of travel.

30.01 Travel Status.
A bargaining unit member shall be considered in travel status from the time an authorized trip begins until it ends. For purposes of interpretation, travel status will begin and end when the bargaining unit member leaves and returns to his/her immediate work station if travel begins and ends during assigned working hours, or when the bargaining unit member leaves and returns to his/her home if travel begins and ends outside assigned working hours.

30.02 Lodging Allowance.
In instances where the Employer provides meals and lodging, the employee has no entitlement to any per diem or allowance of any type.

A. Short-term Rate. Except as authorized in Section 30.02.C below, the Employer shall reimburse, as appropriate, a bargaining unit member for actual receipted lodging expenses incurred while traveling on official State business and overnight lodging is obtained for periods of thirty (30) days or less.

B. Long-term Rate. As to any one (1) location assignment, a lodging allowance of forty-five dollars ($45.00) shall be provided for assignments exceeding the first thirty (30) days. The long-term lodging allowance may not be allowed after six (6) months in one location unless a continuation has been approved in advance by the Division of Finance, Department of Administration.

C. Bargaining unit members traveling on official State business in locations where commercial lodging is available, who choose not to utilize that commercial lodging, but rather obtain noncommercial

lodging, shall be provided a lodging allowance of thirty dollars ($30.00) per day for periods of thirty (30) days or less.

D. Noncommercial Rate. When required to stay in a community or location where no commercial lodging facilities are available and lodging is not provided by the state or a vendor, a bargaining unit member in travel status is entitled to a noncommercial allowance of thirty dollars ($30) for lodging. In addition, the member shall receive a meal allowance as provided in Section 30.03 below. This payment in one location will not be allowed for more than six (6) consecutive months unless a continuation has been approved in advance by the Division of Finance, Department of Administration.

30.03 Meal and Incidental Allowance.
A meal and incidental allowance will be allowed a bargaining unit member who is on travel status within the State of Alaska in accord with Section 60.220 of the Alaska Administrative Manual. In no event shall the short-term rate be less than ~~forty-two dollars ($42.00)~~sixty dollars ($60.00) per day, consisting of ~~nine~~ twelve dollars ($~~9~~12.00) for breakfast, ~~eleven~~ sixteen dollars ($~~11~~16.00) for lunch, and ~~twenty~~thirty-two dollars ($~~22~~32.00) for dinner.

30.04 Travel Outside the State of Alaska.
A bargaining unit member traveling outside the State of Alaska shall be reimbursed for actual receipted lodging expenses in addition to a meal allowance in accord with Section 60.220 of the Alaska Administrative Manual.

30.05 Reimbursable Travel Expenses When Required to Move.
A. Whenever an employee is required to change the employee's place of residence because of a change in assignment or other reasons related to assigned duties, the employee shall be reimbursed for transportation expenses in accord with Section 60.360 of the Alaska Administrative Manual.

B. The Employer may authorize the payment of travel and per diem to secure housing prior to the change in duty station. Such authorization, however, may only be made if the change in duty station is at the request of the Employer.

30.06 Reimbursable Moving Expenses.
All employees shall be reimbursed for moving expenses in accord with Section 60.350-380 of the Alaska Administrative Manual. "Personal effects," defined as all personal property and possessions, is applicable, except in cases where geography or other conditions beyond the employee's control require that the employee's privately-owned vehicle be shipped rather than driven. In such cases, the Employer will pay for shipping and the weights of such privately-owned vehicle will not be deducted from the reimbursable weights allocation.

30.07 Privately-Owned Conveyance.
Reimbursement for mileage for use of a bargaining unit member's privately-owned conveyance shall be made in accord with Section 60.120 of the Alaska Administrative Manual. The Employer and bargaining unit member may mutually agree, in writing, to the bargaining unit member's consistent use of his/her privately-owned conveyance for State business.

30.08 Privately-Owned Aircraft.
It is recognized that from time-to-time it is mutually beneficial to have bargaining unit members use their private aircraft in the course of State business. The mileage reimbursement rate shall be forty-five cents ($0.45) per mile or such higher amount authorized in accordance with Section 60.090 of the Alaska Administrative Manual when a privately-owned aircraft is used for a trip specifically authorized in advance by the Employer.

30.09 Duty Station.
A. Neither an employee's duty station nor the employee shall be transferred unless such transfer is in the best interest of the State. Prior to approving any requests for involuntary transfers, the Director of the Division of Personnel shall request and consider the comments of the Union.

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

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

B. The Employer shall make every effort to give the employee at least ninety (90) calendar days notice prior to the effective date of the transfer. Employees shall be given sixty (60) calendar days notice prior to transfer, or be entitled to sixty (60) days short-term per diem for the difference.

ARTICLE 31 - State Owned/Controlled Housing

The Employer shall continue to provide State owned housing to members of the bargaining unit in the same manner that it did on June 30, 1999.

ARTICLE 32 - Parking

A. The Employer shall make a good faith effort to make parking facilities available to bargaining unit members. It is the party's intent to ensure that all parking spaces available to classified employees of the executive branch not specifically dedicated to a particular use by law, regulation, or Collective Bargaining Agreement will be available to bargaining unit members in proportion to the number of bargaining unit members at a location or facility.

B. Handicapped Parking. Every effort will be made to provide reserved parking spaces for bargaining unit members who are handicapped with respect to walking capability. If spaces are available, they will be assigned as close to the member's working area as practicable.

C. The Union will be consulted regarding any large-scale change in the number and location of bargaining unit spaces.

D. Where headbolt heater outlets are physically present in the parking spaces made available under A and B, bargaining unit members shall be permitted to use such outlets at no cost and under the conditions as designated by the Employer, consistent with specific Environmental Protection Agency (EPA) or local jurisdiction standards, where existing.

The Employer is under no obligation to install, or to require installation of, headbolt heater outlets where none exist.

E. In accordance with the provisions of Article 7, the parties agree to establish Labor-Management Committees to be charged with making recommendations to the Commissioner of the Department of Administration regarding parking issues in Juneau and Anchorage. After recommendations for Juneau and Anchorage are submitted to the Commissioner, the Committee shall consider recommendations for additional sites identified by the Committee as having parking issues.

ARTICLE 33 - Protection of Rights

33.01 Illegal Work.
The Employer shall not knowingly require any bargaining unit member to perform work in violation of any Federal, State or local laws.

33.02 Revocation of Licenses.

In the event any bargaining unit member shall suffer a revocation of professional license because of violations of any Federal, State or local laws by the Employer, the Employer shall provide suitable and continued employment for the bargaining unit member at not less than his or her standard rate of pay at the time of revocation for the entire period of revocation, and the bargaining unit member shall be reinstated to the position held prior to revocation after the license is restored.

33.03 Stolen or Damaged Property.

A. Bargaining unit members shall not be responsible for stolen, lost or damaged property except where there is cause to suspect negligence or deliberate act. This shall include the use of credit cards or any other method of credit. In cases of bargaining unit members who are continuing their employment, no deduction in pay shall be made without ten (10) working days notice. If the bargaining unit members dispute the matter through the grievance or complaint procedure as applicable within the ten (10) working days notice, no deduction will be made until the dispute process has been completed.

B. In cases of separating bargaining unit members or seasonal bargaining unit members leaving at the end of a season, the Employer may withhold from the final paycheck the value of the lost or damaged property and may do so pending completion of the applicable dispute process.

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

33.04 Repayment for Damaged Property.

When property damage occurs which in the Employer's opinion is chargeable to a bargaining unit member, the member shall be notified before any action is taken against the bargaining unit member. A bargaining unit member shall have recourse through the grievance or complaint procedure as applicable beginning with Step Three or the Commissioner of the Department of Administration.

33.05 Overpayments.

Overpayments will be collected in accordance with the Alaska Administrative Manual, Section 330.010-050.

~~However, overpayments which total one thousand dollars ($1000.00) or less, discovered fifteen (15) 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 the bargaining unit member's negligence.~~Overpayments discovered after one (1) year from the time the overpayment was made will be forgiven by the Employer, unless the overpayment was the result of fraud, deception, or the employee's negligence.

All disputes regarding the recovery of overpayments of compensation or other benefits covered by this agreement shall enter the grievance or complaint procedure, as applicable, at Step Two or with the head of the employing agency or department respectively.

ARTICLE 34 - Examination of Records

34.01 Member Review.

A bargaining unit member shall have the right to examine his/her official personnel files, including the supervisor's working file and departmental personnel file. The location of all files containing personnel records shall be made known to a bargaining unit member or Union Representative upon request. Reasonable requests for copies of material contained in personnel files will be honored. The parties recognize which it may become necessary to charge for copies provided beyond one (1) copy of each document during any twelve (12) month period at the rate of ten cents ($.10) per page.

34.02 Union Review.

Union Representatives may examine a bargaining unit member's official personnel file, including the supervisor's working file and the departmental personnel file, upon submission to the Employer of the bargaining unit member's written permission to do so. The Employer shall make available original or copies of the original records for examination by the Union Representative at the place where the records are kept.

34.03 Secret Files.

No secret files shall be kept on any bargaining unit member.

34.04 Confidential Information.

A. The Union agrees that all nonpublic personnel information (per AS 39.25.080) provided to them by the Employer shall be used only for purposes related to the execution of the Agreement; and that the Union shall be responsible for the protection and security of information provided.

B. The Employer may conduct confidential investigations into alleged misconduct by bargaining unit members.

34.05 Subpoenaed Records.

If a court of competent jurisdiction subpoenas a bargaining unit member's official personnel record in conjunction with a lawsuit in which the Employer believes the bargaining unit member's conduct was within the scope of his or her authority and did not constitute willful misconduct or gross negligence as outlined in Article 36, the Employer agrees to make a good faith effort to notify the bargaining unit member, unless prohibited by law.

ARTICLE 35 - Educational Advancement and Training

A. Bargaining Unit Member Initiated Requests.

1. Reimbursement for all or part of costs incurred for career improvement training or education, including professional seminars, conferences, speaking engagements and other professional development opportunities, may be obtained, provided it is job related, has prior written approval of the Employer, and the Employer determines that fiscal resources are available.

2. Career improvement training or education of ten (10) working days or less duration shall normally be at no loss of annual leave or pay. Courses extending more than ten (10) working days are subject to cooperative Employer-bargaining unit member financial and leave arrangements, which may include the retention of accrued leave when approved by the Employer.

3. The Employer's prior written approval is required and shall specify the reimbursement and leave terms and amounts.

B. The Employer agrees that, when practicable, it will develop "in-house" training and encourage on-the-job training and cross-training. Assignment of such training opportunities will be made as equitably as possible within fiscal and staff limitations.

C. The Employer agrees to designate a resource person in each department or division who shall be available for contacts regarding current job training opportunities. The Union shall be provided with a list of those designated as resource persons. The department or division resource person is encouraged to use email, bulletin boards and flyers for the broadest dissemination of training opportunities.

D. In order to encourage bargaining unit members to seek additional education and/or specialized training, the Employer agrees that when operationally practicable the Employer will continue to make necessary adjustments to the member's work schedules to permit attendance for educational pursuits, or to pursue recurring licensing/certification requirements of their job classification.

E. Requests for leave without pay for educational pursuits may be made according to the provisions of Article 25.07.

F. The parties recognize that some work assignments may represent training and enhance advancement opportunities. The parties agree that such work assignments will be based on the needs of the Employer and made in a manner that provides opportunities to bargaining unit members based on merit.

ARTICLE 36 - Legal Indemnification

A. For purposes of this Article, Employer means the State of Alaska or designated representative of the State or an agency of the State. If the Employer determines that a bargaining unit member did not engage in conduct beyond the scope of the bargaining unit member's authority or which constituted willful misconduct or gross negligence in the performance of the bargaining unit member's duties, upon request the Employer agrees to provide for the legal defense of the bargaining unit member in any civil legal action brought against the bargaining unit member as a result of the performance of the bargaining unit member's duties.

B. The bargaining unit member must request in writing that the Employer provide the legal defense services available under this Article within five (5) working days of service of summons and complaint on the bargaining unit member. The summons and complaint shall accompany the request. The postmark on the bargaining unit member's request shall be accepted as the date of request by the Employer. Failure to submit a written request within the required five (5) working days relieves the Employer of any obligation under this Article.

C. The Employer shall have the right to determine which attorney shall represent the bargaining unit member. If the bargaining unit member objects to the attorney provided by the Employer, the bargaining unit member may request that the Employer appoint another attorney. The bargaining unit member may make only one (1) such request.

D. If the Employer determines that the bargaining unit member did not engage in conduct beyond the scope of the bargaining unit member's authority or which constituted willful misconduct or gross negligence, the Employer agrees to compensate the bargaining unit member at the bargaining unit member's normal rate of pay including per diem without loss of any benefits or seniority to the bargaining unit member; upon a reasonable showing by the bargaining unit member of need, an absence from work will be allowed to prepare the bargaining unit member's case for negotiation or trial. The Employer also agrees to pay any judgment rendered against the bargaining unit member if the Employer has provided legal services to the bargaining unit member pursuant to this Article.

E. The Employer may undertake the defense of a bargaining unit member pursuant to this Article with reservation. If the Employer has provided legal services under reservation, the obligation to pay a judgment against the bargaining unit member is not operative until final determination is made by the Employer of the bargaining unit member's eligibility for legal services under this Article. If the Employer has undertaken the defense of a bargaining unit member with reservation, and if a court of competent jurisdiction deems that the bargaining unit member acted beyond the scope of the bargaining unit member's authority or with willful misconduct or gross negligence, then the Employer has no liability whatsoever to the bargaining unit member or any other person as a result of such determination. In such cases as this, the judgment, costs and fees will be borne by the bargaining unit member as in any other instance where the court determines that the bargaining unit member acted beyond the scope of the bargaining unit member's authority or with willful misconduct or gross negligence.

F. ~~For purposes of this Article, "Employer" means the State of Alaska or designated representative of the State or an agency of the State.~~ Consistent with past practice, decisions of the Employer pursuant to this Article shall not be subject to the grievance-arbitration procedures.

ARTICLE 37 - Conclusion of Collective Bargaining

A. This Agreement is the entire agreement between the Employer and the Union. The parties acknowledge that they have fully bargained with respect to all terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior agreements and understandings either verbal or in writing except as provided at B below, and concludes collective bargaining for the duration of this Agreement.

B. Letters of Agreement or other contract modifications in effect at the time of signing of this agreement shall remain in effect for the duration of this Agreement unless cancelled under their own terms or by mutual agreement.

C. Prior to enacting any change in the terms and conditions of employment as established by a specific provision of this Agreement, the Commissioner of the Department of Administration shall obtain the agreement of the Union in the form of a letter of understanding or agreement. Prior to enacting any change in any mandatory subject of bargaining which is not established by a specific provision of this Agreement and which was not a subject of a negotiations proposal, the Union shall be notified in advance of the proposed change thereby enabling them to negotiate on that change.

ARTICLE 38 - Savings and Separability

If an article or part of an article of this Agreement should be decided or affected by a court of competent jurisdiction or by mutual agreement of the Employer and the Union 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, or if any section or article should be found not in compliance with Federal regulations where compliance is required as a condition for the receipt and expenditure of Federal funds, that Article may be reopened for negotiation. The remaining articles of the Agreement shall not be affected and the Employer and the Union shall convene immediately for the purpose of negotiating a satisfactory replacement.

ARTICLE 39 - Superceding Effect of this Agreement

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

ARTICLE 40 - Legislative Action

A. The parties acknowledge that implementation of the monetary terms of this Agreement is subject to AS 23.40.215. The Employer shall submit the required legislation at the earliest possible date and both parties shall support its passage. If the Legislature fails to fund the monetary terms of the Collective Bargaining Agreement in any year of the contract, the parties agree to reenter negotiations for a period of ten (10) days. At the end of the ten (10) day period it will not be a violation of Article 5.01.A of this agreement if the Class 2 and Class 3 Union members conduct a strike vote.

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

B. The Employer shall be held free of penalty pay or other punitive action for the ninety (90) day period following the date funds become available subsequent to legislative appropriation for the funding of this Agreement, except those payments which would have been required under the predecessor agreement.

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

ARTICLE 41 - Printing of this Agreement

The parties agree that no later than thirty (30) days after the execution of this Agreement representatives of the Employer and the Union will meet and mutually agree on the format, size, and specifications of the printed agreement.

The Employer shall print or be responsible for the printing of this Agreement within ninety (90) days of the signing of the Agreement. The parties will designate the number of copies of the Agreement each desires and each party will be responsible for the cost involved in printing that number of copies. The Union will be responsible for distribution of the copies to its membership and all such copies may be distributed during working hours.

ARTICLE 42 – Duration of Agreement

This agreement shall become effective July 1, 2007, and shall remain in effect until June 30, 2010. Either party may give written notice during the period October 1 through October 31, 2009, of its desire to negotiate a new agreement. Negotiations shall commence on or between December 1, 2009 and December 31, 2009.

For the State of Alaska:

Annette Kreitzer, Commissioner
Department of Administration

Date

Nicki Neal
Division of Personnel and Labor Relations

Bargaining Team Members:

Tyler Andrews, Chief Spokesperson

Angie Howard

Charlotte Mushat

Benthe Mertl-Posthumus

For ASEA/AFSCME Local 52

Jim Duncan
Business Manager/Chief Spokesperson

Date

Fred Brown, President
ASEA/AFSCME Local 52

Bargaining Team Members:

Jerry Farrington, Rural Member

Vicki Spear-Shipley, Northern Member

Chris Lyou, Class 1 Member

Chris Pace, Southeast Member

Steve Thompsen, Seasonal Member

Toya Winton, Central Member

Team Alternates:
Shawn Alexander, Northern
Sheila Fowlkes, Southeast
Sue Layton, Central
Pam Chatham, Rural
Katie Sullivan, Class 1
John Winters, Seasonal

APPENDIX A
Merit Increases

To: All Human Resource Managers

March 2, 2000

GG#00-1

465-4429

From: Sharon Barton, Director
Division of Personnel
Department of Administration

Merit Increases

The following is an update of the memo issued by Sandra Withers on September 27, 1979.

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

1. The employee must have received, "an overall performance evaluation of 'Acceptable' or better on their merit anniversary date;" and

2. The employee "has demonstrated satisfactory service of a progressively greater value to the State."

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

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

1. Duration;

2. Effect of the employee's performance on the agency's goals and objectives; and

3. "Job behaviors" as they are related to the employee's duties or responsibilities.

The first element - duration - is explained simply:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In general, the "box-score" on the evaluation took a backseat to the narrative. Attainment of a "Mid-Acceptable" or "Highly-Acceptable" overall rating did not necessarily assure an employee of receiving a merit increase. Instead, the arbiter examined the narrative in light of employment history and job classification to determine whether the employee's service was of a "progressively greater value to the State." Twenty-one of twenty-nine "Mid-Acceptable" evaluations submitted were found to have correctly recommended "continued employment." One of the nine "High-Acceptable" evaluations justifiably did not recommend a merit increase. But neither of the two employees with "Low-Acceptable" evaluations were awarded merit increases. In one of these cases, interpersonal relationships were completely unsatisfactory; in the other case, eleven of the employee's eighteen (18) sick leave days occurred before or after their scheduled day off.

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

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

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

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

APPENDIX B
Personnel Memorandum 00-2
Leave Administration

To: All Human Resources Managers

Date: March 2, 2000

Phone: 465-4429

From: Sharon Barton, Director
Division of Personnel
Department of Administration

Re: Personnel Memorandum 00-2
Administration of Leave
(Supersedes Personnel Memorandum 94-1)

This memorandum is being issued to include changes to policies and regulations pertaining to leave usage and accrual brought about by the Alaska Family Leave Act, the federal Family and Medical Leave Act and to otherwise update. This memo is intended as a general guide for the administration of leave. These provisions are subject to individual collective bargaining agreements and the complaint/grievance procedures therein.

For purposes of this memo, the term "employee" shall refer to all bargaining unit members who accrue leave.

AS 39.20.330 prescribes that the Department of Administration will provide forms for maintenance of leave records by departments and agencies and that those records are subject to annual audit and approval by the director of personnel. The monthly and year-end printouts generated by the payroll system meet the intent and purpose of this requirement.

1. Application for Leave of Absence

Applications for leave will be made on Leave Request/Report forms (02-035). These forms should be retained for reference and audit purposes for a period of at least three years.

2. Accumulation and Use of Personal or Annual Leave

Refer to individual collective bargaining agreements for minimum use and maximum accruals. When an employee moves to a new collective bargaining unit, the provisions of the new agreement cover that employee. Therefore, an employee who has been employed from December 16 of one year to December 15 of the next year will be covered by the provisions of the current agreement or, in the case of an employee moving into a position not covered by a collective bargaining agreement, the provisions of the Leave Rules - unless the agreement under which the employee had been covered provides otherwise.

3. Accumulation and Use of Sick Leave

Refer to individual collective bargaining agreements.

4. Annual Leave Conversion to Sick Leave

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

5. Sick/Medical Leave Payment

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

Employees with personal leave may have access to banked medical leave under the provisions of their collective bargaining agreement.

If wage continuation payments are made to the employee under the Alaska Workers' Compensation Act or under the maintenance and cure provisions applicable while an employee is "in service to the vessel," the amount of such payments shall be deducted from payments for sick/medical leave. In such cases, accrued leave shall be charged only in the amount that payment is made for sick/medical leave.

Maintenance and Cure

In addition to the maintenance payments for injuries, an eligible employee may utilize sick/medical leave in an amount equal to the employee's daily rate of pay reduced by the monetary amount of maintenance payments.

Workers' Compensation

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

a. First, accrued sick/personal leave will be used to the extent that these payments, when added to Workers' Compensation payments, equal regular pay. Sick/personal leave is prorated in charging against the employee's accrued sick/personal leave.

b. Second, accrued annual leave will be used to the extent that these payments, when added to Workers' Compensation payments, equal regular pay. Annual leave is prorated in charging against the employee's accrued annual leave.

c. Third, leave without pay may be granted to an employee who has exhausted all available leave.

d. Annual/personal and sick leave, when used in conjunction with Workers' Compensation payments, will be charged on a prorated basis. Leave without pay is recorded for the portion of time covered by the Workers' Compensation payment. For example:

Wage per week is $400.00:

Workers' Compensation pay is $200.00.

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

Wage per week is $490.00:

Workers' Compensation pay is 65 percent or $318.50.

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

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

f. NOTE: The Public Safety Bargaining Unit agreement contains separate and unique provisions.

6. Accrual of Leave While on Paid Leave

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

7. Family Leave

Refer to AS 39.20.305, individual collective bargaining agreements, and the numbered Personnel Memorandum.

8. Termination While on Leave

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

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

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

9. Legal Holidays During Periods of Paid Leave

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

10. Court Leave

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

11. Leave Anniversary Date

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

Leave without pay in conjunction with military service under AS 26.10.060 shall not affect the employee's leave anniversary date, unless otherwise provided for in statutes or regulations.

12. Legal Holidays and Leave

a. If an employee is in full leave without pay on the last work day before or the first work day following a holiday, the employee is considered to be on leave without pay for the holiday.

b. When an employee is in pay status for any portion of the last work day immediately preceding the holiday and the first work day immediately following the holiday, the holiday shall be credited for pay purposes.

c. An employee may not be paid for a holiday which falls before the effective day of appointment, return from seasonal leave without pay, or return from layoff. However, if the holiday is the first day counted as a work day in the pay period, and the employee is not on leave without pay for the next entire work day, the employee is paid for the holiday.

d. An employee may not be paid for a holiday which falls after the effective date of separation. However, if the separation is effective on a holiday because: (a) the employee worked on the holiday, (b) the employee is being appointed to another position or retired on the next work day, or (c) the holiday is the last day counted as a work day in the pay period and the employee was paid for any part of the preceding work day, the employee will be paid for the holiday.

e. Temporary or nonpermanent employees do not receive holiday pay except as it may have been negotiated into a collective bargaining agreement.

13. Leave Accrual for Periods of Unauthorized Leave

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

14. Leave Accrual for Partial Pay Periods

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

15. Leave Accrual and Deductions

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

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

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

16. Leave Without Pay

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

a. As provided for in the family leave acts.

b. Authorized LWOP: Charged without regard to accrued leave or when approved leave is exhausted and defaults to LWOP.

c. Disciplinary LWOP: Leave without pay for disciplinary purposes is charged without regard to accrued leave on record. Disciplinary leave without pay for employees who are not FLSA exempt may be as short as one-quarter hour administered for lateness or may reflect a period of suspension or similar causes. For employees who are FLSA exempt, leave without pay for disciplinary purposes may not be in increments of less than one work week block of time except for

instances of major safety violations. For this type of leave the leave request/report form should reflect "Disc LWOP" for disciplinary actions.

d. Unauthorized LWOP: Leave without pay for periods of absence without approved leave is charged without regard to accrued leave on record. The leave request/report form should reflect "Unauthorized LWOP" for unapproved leave.

e. As specifically provided in collective bargaining agreements.

f. As provided in 2 AAC 08.095(d).

g. Workers' Compensation.

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

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

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

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

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

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

18. Effects of Leave Without Pay

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

a. Group health and life insurance coverage will cease at the end of the month in which LWOP commences unless prior arrangements are made with the employee's Human Resources Manager for the employee to pay the premiums or unless the federal Family and Medical Leave 12 week entitlement is engaged.

b. The employee will not receive retirement service credit in the Public Employees' Retirement System for the duration of LWOP if the period(s) of LWOP exceed ten days in a calendar year.

c. The employee will not accrue any personal, sick or annual leave while on LWOP. In addition, the employee will not accrue any leave during a pay period in which unauthorized LWOP occurs. (See 13 and 14.)

d. The employee's leave anniversary date, longevity date and merit anniversary date are advanced one month for each accumulation of 23 days of LWOP in the leave year (from December 16 to the following December 15) unless otherwise provided for in statutes, regulations or contracts. The

employee's probationary period will be extended one month for each accumulation of 23 days of LWOP in the leave year unless otherwise provided for in contract.

e. In addition to not receiving regular compensation, the employee would not receive holiday pay while on full LWOP either the last work day before or the first work day following a holiday.

f. Any of the above listed items may be altered by collective bargaining agreements.

19. Seasonal Leave Without Pay

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

20. Other

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

APPENDIX C
Personnel Memorandum 00-3

To: All Human Resource Managers

Date: March 2, 2000

Phone: 465-4429

From: Sharon Barton, Director
Division of Personnel

Re: Personnel Memorandum-00-3
Department of Administration

Affirmative Action Appointments
When Underutilization Exists
(Supersedes Personnel Memorandum 90-2)

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

Affirmative action necessitates every reasonable effort to employ in State government qualified persons of each race and sex at least in proportion to their availability in the relevant job markets. To the extent that we fail to meet that goal, underutilization of persons by race or sex may exist.

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

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

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

1. Determine the targeted group(s) for the vacant position by referring to the department's "Expanded Assessment Workforce Underutilization Report" and "Expanded Assessment Underutilization Report for Women."

2. Equally CONSIDER for appointment:

   a. A minimum of one member of each targeted underutilized group, if available in the applicant pool. More than the minimum number of candidates in each group may be considered.

   b. A minimum of one candidate who is not a member of an underutilized group, if available in the applicant pool. More than the minimum number of candidates may be considered.

   In addition to expanded assessment requirements, permanent bargaining unit members must be offered an opportunity to interview under some collective bargaining agreements. NOTE: An individual candidate may actually satisfy more than one requirement, e.g., a bargaining unit member who is also a member of an underutilized group.

3. SELECTION may be made of any candidate considered in #2 above or a transfer or rehire candidate.

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

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

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

These expanded assessment procedures apply to every vacancy of a permanent position in the classified service filled through Workplace Alaska. Please remember that although expanded procedures apply to local preference lists, a job service referral may be obtained if, after using the expanded assessment procedures, there are no local candidates.

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

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

Dispositions of "withdrew interest", "incomplete application", "disqualified" and "did not meet minimum qualifications" are representative of applicants not eligible for consideration. The consideration given to a member of an underutilized group should be documented in the "dispo comment" field of Workplace Alaska.

APPENDIX D

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

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

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

This Letter of agreement shall be effective July 1, 1996, and shall remain in effect for the life of the ~~2000~~ 2007 - ~~2003~~ 2010 collective bargaining agreement unless modified or canceled by mutual agreement of the parties.

APPENDIX E

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

LOA: 97-GG-024
Re: Overtime Pay for Hatchery Technicians

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

This Letter of agreement will be effective July 1, 1996, and will remain in effect for the life of the ~~2000~~ 2007 - ~~2003~~ 2010 collective bargaining agreement unless modified or canceled by mutual agreement of the parties.

APPENDIX F

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

LOA 97-GG-025
Re: Alternate Workweek for ~~Youth Counselors~~Juvenile Justice Officers

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

All provisions of the ~~2000~~ 2007 - ~~2003~~ 2010 collective bargaining agreement not in conflict with or specifically modified by this Letter of agreement will remain in full force and effect.

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

1. The normal workweek will consist of forty (40) hours in pay status from Sunday midnight to Sunday midnight within a maximum of five (5) consecutive days. Employees will be compensated at the rates established in Appendix A, subject to Article 40. All full-time permanent or probationary ~~Youth Counselors~~Juvenile Justice Officers shall be guaranteed a full workweek.

2. Meal breaks shall not normally be scheduled or taken. Relief breaks will be managed in accord with past practice. The Employer shall provide resident meals without cost to all ~~Youth Counselors~~ Juvenile Justice Officers required to supervise residents or living units during resident meal periods.

3. Hours worked on a holiday shall be paid in accordance with Article 22.06 (Holiday Pay) based on an eight (8) hour day. When a holiday falls on an employee's day off, the employee shall receive payment for the holiday for eight (8) hours at the straight-time rate provided the employee was in pay status for a portion of the last regularly scheduled workday prior to the holiday and in pay status for a portion of the next regularly scheduled workday after the holiday.

4. Each bargaining unit member who is scheduled to work more than eight (8) hours shall be paid a differential in accordance with Article 21.04 for the first eight (8) hours scheduled and again beginning with the ninth (9th) scheduled hour.

5. This agreement shall become effective July 1, 1996, and shall remain in effect for the life of the ~~2000~~ 2007 - ~~2003~~ 2010 collective bargaining agreement and may be amended or canceled only by mutual agreement of the parties.

APPENDIX G

Designation of Floating Holiday

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

PCN	Employee Name	Classification

Approved:

Division Director

Date

CC: Departmental Human Resources Office

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