

COLLECTIVE BARGAINING AGREEMENT

between the

STATE OF ALASKA



and the

ALASKA VOCATIONAL TECHNICAL CENTER TEACHERS' ASSOCIATION

July 1, 2008 - June 30, 2011

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PREAMBLE

This Agreement is made and entered into by and between the State of Alaska and the Alaska Vocational Technical Center Teachers' Association (AVTECTA) covering employees of the Alaska Vocational Technical Center (AVTEC) whose duties include program development and delivery, counseling, media services and job development. The terms and conditions contained herein are effective except as otherwise agreed and specified in writing.

It is the policy of the Employer and AVTECTA to continue harmonious and cooperative relationships between the parties to insure the orderly and uninterrupted operations of the Alaska Vocational Technical Center and to provide quality educational services to the students served. This Agreement is effectuated by the provisions of the Public Employment Relations Act, AS 23.40, granting the bargaining unit members the rights of organization and collective bargaining concerning the determination of terms and conditions of their employment.

ARTICLE 1 ASSOCIATION RECOGNITION AND REPRESENTATION

Section 1: Exclusive Recognition

The State of Alaska, hereinafter referred to as the Employer, recognizes the Alaska Vocational Technical Center Teachers' Association - National Education Association, hereinafter referred to as the AVTECTA, AVTECTA/NEA or the Association, as the exclusive representative of all Bargaining Unit Members in the AVTECTA for collective bargaining with respect to salaries, wages, hours, and other terms and conditions of employment.

A Bargaining Unit Member in this Agreement shall mean a person in State service who is paid a salary or wage and holds a position 1) whose duties include planning, instructing and/or providing counseling and/or librarian duties, or 2) that has been agreed to by mutual consent of the parties or 3) which has been certified by the Alaska Labor Relations Agency (ALRA) or a subsequent court of competent jurisdiction.

Section 2: Exclusive Representation

The Employer will not negotiate or handle grievances with any individual or Bargaining Unit Member organization other than the Association with respect to terms and conditions of employment of bargaining unit members in the AVTECTA/NEA. No other individuals or organizations may represent bargaining unit members in negotiations, grievances or other matters pertaining to the employer/bargaining unit member relationship.

ARTICLE 2
ASSOCIATION REPRESENTATIVES AND ACTIVITIES

Section 1: Association Representatives

The President of AVTECTA/NEA shall be authorized to speak for the Association in all matters governed by this Agreement. The President shall be allowed a reasonable amount of time to handle complaints and grievances under this Agreement with no loss in compensation. The President may designate in writing to the Employer a designee to speak on behalf of the Association.

No bargaining unit member shall suffer discrimination, jeopardy or coercion in employment or promotion opportunity because of Association membership and/or Association activities.

The Association shall have the right to use AVTEC mails both traditional and electronic and AVTEC mail boxes to distribute Association material. Electronic use will be in accordance with the State's technology policy.

The Association shall have the right to use school facilities for meetings and school equipment during non-use hours, providing that the administration is notified in advance and equipment or facilities are not already scheduled or in use. The Association shall pay for the cost of all materials and supplies incidental to such use, and shall pay the unit cost associated with the use of duplicating equipment.

Association representatives shall be permitted to transact official business on AVTEC property. Such business shall not interrupt bargaining unit members in their work responsibilities.

Section 2: Steward Time

The Employer recognizes that, from time to time, it may be necessary for the Association to handle grievances, complaints, or other issues of contract administration during working hours. To this end the Association shall be provided a total of four (4) hours per pay period for use by its President or designated representative for handling such issues during working hours. Such time is cumulative up to eight (8) hours per month.

A leave slip will be prepared and submitted to the administration for accounting purposes. If possible the leave slip will be presented in advance however when not feasible, a leave slip will be prepared and forwarded to management within a reasonable period of time within the affected pay period. Use of this time shall not cause classes to be uncovered.

ARTICLE 3
ASSOCIATION SECURITY

Section 1: Agency Shop

The Association owes the same responsibility of representation to all AVTECTA/NEA bargaining unit members without respect to membership in the association.

The following shall be a condition of employment: 1) Membership in the organization which represents the unit on or after the 30th day following the beginning of employment or on the effective date of the agreement, which ever is later; or 2) payment by the employee to the exclusive bargaining agent of a service fee to reimburse the exclusive bargaining agent for the expense of representing the members of the bargaining unit.

Section 2: Noncompliance

Upon written demand of the Association to the Director of the Division of Personnel and Labor Relations, any bargaining unit member who has been employed for more that thirty (30) calendar days and who is not in compliance with the provisions of this Article shall be dismissed by the Employer. Dismissal shall become effective within thirty (30) calendar days after receipt of the aforesaid demand to the Employer by the Association. All requests by the Association for dismissal of any bargaining unit member for failure to comply with this provision shall be in writing.

Section 3: Payroll Deductions

A. Checkoff.

Upon receipt by the Employer of a checkoff authorization dated and executed by the bargaining unit member that 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 Association membership dues or agency fee owed for that month. The Employer will forward the monies so deducted to the Association together with a list of bargaining unit members from whose wages such monies were deducted not later than ten (10) days after deduction. The Employer shall deduct from a bargaining unit member's wages only that amount of money that the Association has certified in writing is the amount of semi-monthly dues or agency fees.

B. The AVTECTA/NEA President shall notify the Director of the Division of Finance 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 the rate changes.

Section 4: Employer Indemnification

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

Section 5: Notification

At the time of job offer, the candidate will be apprised by the Employer that s/he works under a collective bargaining agreement. If the candidate has access to the Seward Business Office, a copy of the contract provided by the Association will be given to the new hire. In the event the new hire is not in the Seward area until the beginning of the school year, s/he may be apprised of the location where s/he can access a current copy of the contract. This will include providing the website address for the State of Alaska,

Department of Administration, Division of Personnel and Labor Relations and/or a contact number for an AVTECTA member.

The Employer shall direct all new hires in the bargaining unit to the Association for sign-up purposes.

ARTICLE 4 MANAGEMENT'S 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 specifically provided in this Agreement. Such functions, rights, powers and authority of the Employer not specifically abridged, delegated or modified by this Agreement are recognized by AVTECTA as being retained by the Employer. Such functions 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. Assign and direct the work force; designate types of classes to be taught and assign personnel to those classes;
3. Discipline, suspend, demote or dismiss bargaining unit members for just cause, and;
4. Establish reasonable work rules and assign the hours of work.

ARTICLE 5 PERSONAL FREEDOM

In the exercise of their private affairs, bargaining unit members shall enjoy the rights guaranteed within this Article.

A. The Employer may not directly or indirectly:

1. require or coerce any bargaining unit members to participate in any way in any activity or undertaking unless the activity or undertaking is related to the performance of official duties;
2. require or coerce any bargaining unit member to make any report concerning any of his/her activities or undertakings unless the activity or undertaking is related to the performance of his/her official duties;
3. except as directly related to the performance of the bargaining unit member's official duties, and only in cases where there is suspected misconduct, require any bargaining unit member to submit to any interrogation or examination or psychological test that is designed to elicit from him/her information concerning:
 - a. his/her personal relationship with any person connected with him/her by blood or marriage,
 - b. his/her religious beliefs or practices,
 - c. sexual matters and orientation,

- d. his/her political affiliation or philosophy;
 - 4. coerce any bargaining unit member to invest or contribute his/her earnings in any manner or for any purpose;
 - 5. restrict or attempt to restrict after-working-hour statements, pronouncements, or other activities, not otherwise prohibited by law, of any bargaining unit member, if the bargaining unit member does not purport to speak or act in an official capacity.
- B. A bargaining unit member is free to express to administrators or other bargaining unit members professional opinions or suggestions that are in disagreement with those of the administrators or other bargaining unit members without fear of disciplinary action.
- C. Certificated teachers at AVTEC are subject to the Professional Teaching Practices Act.

ARTICLE 6 ACADEMIC FREEDOM

Bargaining unit members shall be guaranteed full freedom in instruction and the selection of instructional materials and methodologies within the outlines of the appropriate course content and within the planned instructional program.

ARTICLE 7 NO STRIKE CLAUSE

- A. The Association agrees that during the life of this Agreement, neither the Association nor its agents or bargaining unit members will authorize, instigate, aid or engage in any work stoppage, slowdown, sickout, refusal to work, picketing, sympathy strike or strike against the Employer. The State recognizes the bargaining unit members' right to strike following mediation and a strike authorization vote conducted according to law.
- B. The Association 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 shall be permitted to perform their duties without restraint, coercion or interference by the Association, its agents or its members.
- C. The Employer on its behalf agrees that at no time during the term of this Agreement will they cause a lockout to occur.

**ARTICLE 8
NONDISCRIMINATION AND AFFIRMATIVE ACTION**

Section 1: Nondiscrimination

The parties agree not to unlawfully 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 and not on the basis of race, color, religion, national origin, sex, disability, marital status, change in marital status, pregnancy, parenthood, political affiliation or belief, or union affiliation, or otherwise as specified in law.

Section 2: Affirmative Action

The Employer shall provide the Association with copies of affirmative action plans or programs upon request.

**ARTICLE 9
LABOR MANAGEMENT COMMITTEE**

When deemed appropriate by either the Association or management, a labor management committee shall be convened consisting of the Director, and two (2) management representatives and the President of the Association and two (2) bargaining unit members. The purpose of this committee shall be to discuss areas of mutual concern or problems and to make recommendations regarding the operations of AVTEC. It is understood that labor management committee meetings are not to be used for negotiations. Meetings will be scheduled at mutually agreeable times. Association business leave shall not be assessed for participation of the Association members.

**ARTICLE 10
EMPLOYMENT STATUS**

Section 1: Definition of Positions

Bargaining unit members' positions continue from year to year and the bargaining unit member remains the incumbent except for circumstances as provided for in the layoff or discipline articles.

Section 2: Permanent Appointment

An appointment to a position in the bargaining unit shall become permanent upon the bargaining unit member's satisfactory completion of the probationary period.

Section 3: Probationary Period

Objective

The probationary period in the bargaining unit shall be utilized for closely observing the bargaining unit member's work, to assure the most effective adjustment to the position, and for retaining only those bargaining unit members whose performance meets the required standards.

Duration

Any new bargaining unit member shall be subject to a probationary period comparable to one school year of 172 work days or more. The bargaining unit member in probationary status who does not satisfactorily complete the probationary period may appeal the termination through the Complaint Procedure.

ARTICLE 11 TRANSFERS

- A. Bargaining unit members who are transferred to duty assignments at locations other than their current assignment, for a period in excess of forty-five (45) work days, will be paid in accordance with the geographic differential for the majority of State employees in that area. When a transfer is made by the Administration for the “good of the service” without voluntary consent of the employee, the Director of the Division of Personnel and Labor Relations must approve such a transfer. The Administration shall provide affected bargaining unit members with at least one hundred twenty (120) calendar days written notice of an impending transfer.
- B. If a bargaining unit member is transferred to an area that, due to geographic differential, would result in a pay reduction, no reduction in the bargaining unit member’s salary will be made for one calendar year from the date of transfer.
- C. If the spouse of a bargaining unit member is 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 his/her current job class pursuant to Article 12.

ARTICLE 12 LAYOFF

Section 1: Reason for Lay Off

The lay off of a bargaining unit member may occur by reason of abolition of position, shortage of work or funds, lack of work, course cancellation, low enrollment, or another reason outside the member’s control which does not reflect discredit on the services of the member.

Section 2: Seniority

Seniority means a bargaining unit member’s length of consecutive service in years at AVTEC. Seniority shall accrue from the member’s date of hire. Seniority computation is calculated as follows:

- A. Each year a bargaining unit member is employed 172 days or more will be considered one full year for seniority computation. For the purposes of seniority only, part time members shall be treated as full time members in determining the accrual of seniority.
- B. Time spent on layoff or unpaid leave shall not count toward seniority. It will not be considered a break in service, however, for seniority computation.
- C. Time spent on any paid leave shall count toward seniority.

- D. Seniority of part year bargaining unit members will be calculated by dividing the total number of days worked by 172.
- E. When possible, seventy-five (75) calendar days prior to any anticipated layoff, the Director or his/her designee will publish and distribute to all bargaining unit members a seniority list ranking each member from the greatest to the least seniority by department, assigned instructional program(s), and qualified instruction program(s). For purpose of a seniority list, positions moved to a different department will be considered in the original department for one year following the move. It shall be the responsibility of the member to bring to the Director's attention within fifteen (15) working days of posting any disputed seniority ranking.

Section 3: Order of Layoff

- A. Priority 1 – Instructional Area and Department
Bargaining unit members are qualified for seniority within their own department and current instructional program(s). Or:
- B. Priority 2 – Department
In the event a bargaining unit member is qualified to teach another current instructional program offering within their department, and such qualification is established within 10 working days of layoff notices being issued, the member in the department with the least seniority in the applicable instructional program will be bumped. Or:
- C. Priority 3 – Institution
In the event a bargaining unit member is qualified to teach another current instructional program offering within AVTEC, and such qualification is established within 10 working days of layoff notices being issued, the member with the least seniority in the applicable instructional program will be bumped.

It is the bargaining unit member's responsibility to notify administration of their qualifications to instructional programs outside their immediate instructional area. Qualifications to teach in another program area must be approved by administration and such qualifications shall not be greater than the minimum qualifications necessary to teach the instructional program.

In the event of more than one bargaining unit member having the same seniority ranking, the order of layoff shall be determined by a coin toss with the winner being the most senior.

Section 4: Notification

In every case of the layoff of a Bargaining Unit Member, the appointing authority shall make every effort to give written notice to the member at least sixty (60) calendar days in advance of the effective date of layoff. The appointing authority shall give at least thirty (30) working days written notice. In both cases, the Employer shall notify the Association concurrently.

It shall be the responsibility of each laid off bargaining unit member to notify the Director of any change in address.

Section 5: Recall

- A. Bargaining unit members who are laid off shall be recalled to open positions for which they are qualified. Vacant positions will be offered to the most senior qualified member first.
- B. Bargaining unit members recalled from layoff will be returned to the same salary placement and status prior to layoff.
- C. Bargaining unit members laid off shall be recalled to positions for which they are qualified. If a Bargaining Unit member is recalled to a different position, the recalled member will maintain layoff rights to the position from which they were original laid off.
- D. Bargaining unit members in layoff status shall be offered substitute employment within the bargaining unit before any other person is offered such an assignment. Acceptance of substitute employment shall not jeopardize any rights or benefits under this Article.

Section 6: Length of Layoff Eligibility

Bargaining unit members will remain on the recall list for 24 months from the date of layoff unless the member:

- A. Fails to provide the Employer with a current mailing address, which causes the notice to be undelivered or undeliverable.
- B. Fails to respond to an offer, which shall be sent by certified mail, return receipt requested, within fourteen (14) days of date of mailing.
- C. Refuses a comparable position.
- D. If a bargaining unit member rejects a position for which he or she is qualified, and such position is offered consistent with the aforementioned provisions of the Article, the member shall be considered to have resigned from his or her teaching position.

ARTICLE 13 PERSONNEL DISCIPLINE

Bargaining Unit Members shall be disciplined only for just cause, which whenever possible will be administered in private.

A copy of written disciplinary action(s) shall be provided to the Association and one shall be placed in the employee's personnel file, along with the individual's response, if one is made and is not part of a grievance. The specific grounds forming the basis for disciplinary actions will be made available to the employee and AVTECTA.

In the event of a suspension without pay or more serious discipline, the Bargaining Unit Member shall be notified in writing of the reason(s) for such suspension, with a copy to the Association.

Discipline will be administered in a prompt, fair and equitable manner.

If a Bargaining Unit Member has been notified in advance, or has substantive reason to believe, that discipline will be administered, the Bargaining Unit Member may request, and is entitled to receive, a reasonable period of time to secure the presence of an Association representative.

The Association will be given notice of all disciplinary actions taken against a bargaining unit member. The Administration will attempt to notify a bargaining unit member of the right to request union representation prior to any disciplinary meeting.

ARTICLE 14 COMPLAINT PROCEDURE

Section 1: Individual Complaints

- A. A complaint is defined as: (1) any controversy, dispute or disagreement arising between the Association or a bargaining unit member and the Employer that does not concern the application or interpretation of the terms of this Agreement other than terms for which the complaint procedure has been specifically provided as the alternative dispute resolution process, or (2) is the appeal of the discharge of a probationary bargaining unit member. 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 twenty (20) working days of the effective action or inaction or the date the bargaining unit member is made aware of the action or inaction, whichever is later, to receive the assistance of the Association and the use of this procedure. 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) working days following the date of the 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 Association. Allotted time frames may be extended by mutual agreement in writing.
- D. Complaints shall be processed on forms provided by the Employer.
- E. The complaint must state the facts from which it arises, the rules, procedures or conditions that should be considered and the remedy requested. Adjustments to complaints shall not conflict with this Agreement or applicable written policies, laws or regulations.
- F. Appeals shall be in writing with a copy of the original complaint attached.
- G. Procedure:
 - 1. Complaints will be presented on the provided forms by the bargaining unit member or Association to the Director. The complaint may be adjusted with or without the participation of the Association provided that the complainant has not

been denied the opportunity of representation. Within ten (10) working days of receipt, the Director shall schedule a meeting with the complainant. The Director will render a decision in writing within seven (7) working days of that meeting. The Director will notify the Association concurrent with the notification to the complainant.

2. If the response is unsatisfactory, the Association may appeal to the Senior Management Consultant for the Department of Labor and Workforce Development within ten (10) working days after the Director's response is due or received. The Senior Management Consultant shall schedule a meeting or teleconference with the complainant within ten (10) working days of receipt of the appeal. Within seven (7) working days of that meeting, the Senior Management Consultant shall issue a decision regarding the appeal.

Section 2: Group Complaints

The Association may file group complaints when the issue involves more than one (1) complainant. Time limits and procedures shall be as for individual complaints set out above.

ARTICLE 15 GRIEVANCE - ARBITRATION

Section 1: Definitions

- 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 Association or bargaining unit member(s) and the Employer.
- B. The grievant(s) is(are) the bargaining unit member(s) or the Association pursuing the controversy or dispute through the grievance-arbitration procedure.

Section 2: Purpose

The parties agree that they will promptly attempt to adjust all grievances arising between them. The purpose of the procedure described herein is to secure, at the lowest possible level, mutually agreeable solutions to the grievances that may, from time to time, arise between the parties. The parties agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.

Within the framework of this Agreement, the grievant and/or the Association shall use the following procedure as the sole means of settling said grievances. It is further agreed that the parties covered herein shall be bound, consistent with the terms of this Article, by any written decisions, determinations, agreements or settlements that may be effectuated through this grievance-arbitration procedure.

Section 3: General Provisions

- A. Any grievance must be brought to the attention of the Employer, consistent with the procedures set forth in this Article, within thirty (30) working days of the date the bargaining unit member first knew of or first received notice of the disputed action or

inaction upon which the grievance is based, whichever is later, to receive use of the grievance procedure. A dismissal or suspension grievance must be brought to the attention of the Employer through the Association within fifteen (15) working days of the effective date, or the date the bargaining unit member becomes aware of the action, whichever is later, to receive the use of the grievance procedure.

It is agreed that all grievances resulting from dismissal of a bargaining unit member covered by this Agreement shall be entered into the procedure at Level Two.

- B. Throughout the grievance procedure, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement. The time limits for submission of a grievance at Level Two shall be counted from the date of receipt of the response from the Employer or the date the response is due, whichever is earlier. The time limits for a response to a grievance shall be counted from the date of receipt of the grievance from the grievant.

Date of receipt of a grievance or response shall be seven (7) calendar days following the date of postmark or the date of a signed verification of receipt, whichever is earlier.

- C. If the Employer does not comply in rendering a decision within the allotted time after the grievance is submitted, such failure shall entitle the Association to take the grievance to the next level of the grievance procedure. Grievance not advanced within the time frames provided or altered by mutual agreement will not be considered active.
- D. A meeting may be held at any level upon mutual agreement of the parties. If a meeting is held, an Association representative may be present.
- E. If a designated representative of the Association attends a grievance meeting or hearing during the working day, s/he will, upon notice to the Employer, be granted reasonable accommodation for release time, without loss of pay, to permit participation in the activities described above. A bargaining unit member whose appearance in such investigations, meetings or hearings as a witness will be accorded the same rights in accordance with other Articles of this Agreement.
- F. No reprisals of any kind will be taken by the Employer against a bargaining unit member for exercising contractual rights under this or any other provision of this Agreement.
- G. If, in the judgment of the Association, a grievance affects two or more bargaining unit members in the same manner, the Association may file a class action grievance within thirty (30) working days after learning of the action or inaction upon which the grievance is based. The processing of such grievance will commence at Level Two.
- H. All copies and originals of documents, exhibits, written communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- I. Forms for use in processing grievances shall be provided by the Employer.

Section 4: Grievance Steps

A. Level One

Within thirty (30) working days of the disputed action or inaction or within thirty (30) working days from the date the bargaining unit member is made aware of the action or inaction, whichever is later, the grievant shall first present a grievance in writing to the Director or designee. The Director or designee shall attempt to resolve the matter and report his/her decision in writing to the grievant within ten (10) working days of its presentation.

B. Level Two

If the grievant is not satisfied with the disposition of his/her grievance at Level One, the Association may file a written grievance with the Human Resource Manager for the Department of Labor and Workforce Development within ten (10) working days after the written response at Level One is due or received, whichever is earlier. The written appeal shall state specifically which article(s) and/or sections(s) of the Agreement the Employer may have violated. The Senior Management Consultant shall submit his/her decision and the reasons therefore in writing to the Association within ten (10) working days after receipt of the grievance at Level Two. If requested by the Human Resource Manager, an extension of this ten (10) working day response deadline shall be granted to allow appropriate travel.

Settlements reached at Level One or Level Two shall be binding only if such settlements are consistent with the provision of this Agreement. Grievances settled at Level One or Level Two found to be inconsistent with this Agreement may be reopened by the Employer through a written notice to the Association within fifteen (15) working days from the date of settlement.

C. Level Three

If the Association is not satisfied with the disposition of the grievance at Level Two, the Association may appeal in writing the Level Two decision to the Commissioner of the Department of Administration within twenty (20) working days after the decision at Level Two is due or received, whichever is earlier. The written appeal shall state specifically which articles or sections of the Agreement the Employer may have violated. The Commissioner of the Department of Administration, or designee, shall submit his/her decision and the reasons therefore in writing to the Association within twenty (20) working days after receipt of the grievance at Level Three.

D. Arbitration

If the Association is not satisfied with the disposition of a grievance at Level Three, the Association may appeal in writing the Level Three decision to binding arbitration within fifteen (15) working days after the decision at Level Three is due or received, whichever is earlier. Within twenty (20) working days after the written appeal to arbitration is received, the Employer and the Association shall meet to select an arbitrator from the current panel of arbitrators by alternately striking names from the panel until only one name remains. The remaining name shall serve as the arbitrator. If the selected

arbitrator cannot serve within a reasonable period of time, the parties will mutually agree upon another arbitrator. The first strike shall be determined by a coin toss.

Section 5: Board of Arbitrators

The panel of arbitrators shall be seven (7) Pacific Northwest arbitrators jointly requested by the Association and the Employer from the Federal Mediation and Conciliation Service (FMCS) within thirty (30) working days of the signing of this Agreement. If either the Employer or Association so desires, a new panel of seven (7) arbitrators may be requested at the end of each six (6) month period. This does not preclude the parties from compiling a mutually agreeable list without the assistance of the FMCS.

The selected arbitrator shall be jointly contacted by the parties promptly to schedule a mutually satisfactory hearing date, time and place for the arbitration. The arbitrator will issue his/her decision not later than thirty (30) working days from the date of the close of the hearings, or from the date the final statements and/or briefs are submitted to him/her. The written decision of the arbitrator shall be submitted to the Employer and to the Association and shall be final and binding upon the parties. The arbitrator shall have no authority to rule contrary to, to amend, add to, subtract from or eliminate any of the terms of this Agreement. The arbitrator shall have the power to return a grievant to bargaining unit member status with or without restoration of back pay or mitigate the penalty as equity suggests under the facts.

Section 6: Authority of the Arbitrator

The parties agree that any questions of procedural arbitrability in a dispute shall be heard by the arbitrator at the same hearing that the merits of the dispute are heard, unless upon the request of either party, the arbitrator decides otherwise. The arbitrator shall first rule on the procedural arbitrability issues in his/her decision and, if appropriate, on the merits of the dispute. The costs of the services for the arbitrator, and his/her travel and subsistence expenses and the cost of any hearing room will be borne as designated by the arbitrator. All other costs will be borne by the party incurring them.

Section 7: Arbitration Witnesses

A bargaining unit member who is required to appear as a witness for an arbitration proceeding for the Association shall be granted time off, and such time will be considered Association Leave and be deducted from the four (4) hours per pay period as provided for in this Agreement.

ARTICLE 16 PERFORMANCE EVALUATIONS AND PERSONNEL RECORDS

The purpose of this evaluation procedure shall be to foster a process of communication that recognizes performance and encourages improvement, through assessment of bargaining unit member competency, strengths and weaknesses as they relate to the effective operation of the instructional program.

- A. During a bargaining unit member's probationary period s/he shall be evaluated in a written narrative form at least twice each year. These required evaluations of the

bargaining unit member shall be completed at the midpoint of the bargaining unit member's work year and no later than June 30 of a calendar year.

- B. After completion of a bargaining unit member's probationary period s/he shall be evaluated in a written narrative form at least once each year to be completed by June 30 of each calendar year.
- C. Bargaining unit members shall be evaluated by Department Heads and Department Heads shall be evaluated by the appropriate supervisor.
- D. Each evaluation shall be prepared in draft form by the rater to receive input from the appropriate supervisor. The evaluation shall be prepared and presented to the bargaining unit member for feedback. The supervisor will then finalize the evaluation and present it to the bargaining unit member. The bargaining unit member will have five (5) working days to review, sign and, if applicable, attach a written rebuttal. Signature by the bargaining unit member does not imply concurrence with the evaluation contents. The final evaluation and any written rebuttal shall become a part of the bargaining unit member's official personnel file.
- E. Any unsatisfactory rating on a bargaining unit member's evaluation shall be followed by a remediation plan. The rater, the bargaining unit member and the appropriate supervisor shall jointly develop the remediation plan. The plan shall minimally state specifically what is to be corrected, by what standards and at what level such corrections shall be judged, the types of assistance that will be provided to the employee, and a reasonable time period in which the corrections are to be made. A follow-up evaluation may be scheduled consistent with the remediation plan.
- F. Any change in the evaluation form shall be reviewed by the Association prior to the new evaluation form being used.
- G. Additional evaluations may be performed as determined by the rater or requested by the bargaining unit member or by the Director, or designee.
- H. Each evaluation report shall note if there were any extenuating factors present during the evaluation period.

ARTICLE 17 EXAMINATION OF RECORDS

Section 1: Member Review

Any bargaining unit member shall have the right to examine his/her own personnel file immediately upon request. Reasonable requests for copies of material contained in personnel files will be honored. The parties recognize that it may become necessary to charge for copies provided beyond one copy of each document during any twelve (12) month period at the rate of twenty-five cents (\$0.25) per page.

Section 2: AVTECTA Review

With written permission of the bargaining unit member involved, AVTECTA representatives shall have the right to examine the bargaining unit member's personnel

file upon notification to the administration. The administration shall make available original or copies of the original records for examination by AVTECTA representatives at the place where the records are kept. The Association shall be responsible for the protection and security of provided information.

Section 3: Secret Files

No secret files shall be kept on any bargaining unit member and the location of all files containing personnel records shall be made known to the bargaining unit member upon request.

ARTICLE 18 HEALTH AND SAFETY

Section 1: Life Insurance

The Employer shall insure the life of every Bargaining Unit Member in the principal amount of two thousand dollars (\$2,000.00).

Section 2: Travel and Accident Insurance

The Employer shall insure the life of every bargaining unit member against accidental death while the bargaining unit member is traveling within the scope of his/her State employment in the amount of one hundred thousand dollars (\$100,000.00).

Section 3: Health Insurance

A. Employer-Sponsored Health Insurance Plan

The Employer will continue to provide a policy of group insurance, generally referred to as the Commissioner's Plan under AS 39.30.090, covering full time bargaining unit members, their spouses, and eligible dependents.

Effective July 1, each year this agreement is in effect, the Employer's health insurance premium contribution will increase by the amount of money, for all employees, that is necessary to fund comparable coverage under the "Select Benefits Economy Medical / Audio / RX / Dental Plan".

The eligibility of bargaining unit members and their dependents for coverage and the precise benefits to be provided shall be as set forth in the insurance contract(s) entered into by the State of Alaska for that purpose. Coverage for permanent bargaining unit members, who work less than full time, is also defined in the insurance plan booklet.

The Employer shall provide written notice to the Association of changes to the level of health insurance benefits at least ninety (90) days prior to implementation. Implementation of changes will be based on the plan year.

The Employer's responsibility under this section is limited to the payment of necessary contributions required to purchase the insurance coverage. The Employer has no liability for the failure or refusal of the insurance carrier to honor a bargaining unit member's claim or to pay benefits and no such action on the part of the insurance carrier

shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances shall the Employer be responsible for paying any health insurance benefits directly to a bargaining unit member. Disputes regarding individual claims shall be adjudicated solely through the procedures provided by the insurance carrier, except that an allegation that the Employer has failed to pay the required premium may be subject to the grievance procedure set out at Article 15 of this Agreement.

The Employer expressly waives its right to require the Association to bargain collectively and the Association expressly waives its right to require the Employer to bargain collectively over all matters relating to the provision of a group health insurance plan established pursuant to AS 39.30.090.

ARTICLE 19 SALARY

Section 1: Pay

Bargaining unit members shall be compensated for each workday based on the appropriate daily rate of pay from the salary schedule below. The total number of compensated days shall include one (1) preparation day without students for every twenty (20) days of instruction of six (6) hours or more. Bargaining unit members working in the current school year shall be notified of the number of workdays for the next school year no later than June 16 if there is sufficient work or money to continue employment for the next school year.

Section 2: Salary Schedule

- A. Effective July 1, 2008, the salary schedule shall be revised and consist of four (4) columns and eighteen (18) steps including an overall increase of 3%.
- B. Effective July 1, 2009, the salary schedule in effect July 1, 2008 shall be increased by 2.5%.
- C. Effective July 1, 2010, the salary schedule in effect July 1, 2009 shall be increased by 2.5%.

The salary schedules below reflect the above referenced salary increases and other agreed upon modifications.

FY09

Step	1	2	3	4
1	207.64	222.52	237.87	254.18
2	214.46	229.35	245.22	262.17
3	222.52	237.87	254.18	271.59
4	229.35	245.22	262.17	280.66
5	237.87	254.18	271.59	290.87
6	242.63	259.26	277.02	296.69
7	247.48	264.45	282.56	302.62
8	252.43	269.74	288.21	308.67
9	252.43	275.13	293.97	314.84
10	252.43	280.63	299.85	321.14
11	252.43	286.24	305.85	327.56
12	252.43	291.96	311.97	334.11
13	252.43	291.96	318.21	340.79
14	252.43	291.96	318.21	340.79
15	252.43	291.96	318.21	340.79
16	252.43	291.96	318.21	347.61
17	252.43	291.96	318.21	347.61
18	252.43	291.96	318.21	347.61

FY10

Step	1	2	3	4
1	212.83	228.08	243.82	260.53
2	219.82	235.08	251.35	268.72
3	228.08	243.82	260.53	278.38
4	235.08	251.35	268.72	287.68
5	243.82	260.53	278.38	298.14
6	248.70	265.74	283.95	304.11
7	253.67	271.06	289.62	310.19
8	258.74	276.48	295.42	316.39
9	258.74	282.01	301.32	322.71
10	258.74	287.65	307.35	329.17
11	258.74	293.40	313.50	335.75
12	258.74	299.26	319.77	342.46
13	258.74	299.26	326.17	349.31
14	258.74	299.26	332.69	356.30
15	258.74	299.26	339.34	363.43
16	258.74	299.26	339.34	370.70
17	258.74	299.26	339.34	370.70
18	258.74	299.26	339.34	370.70

FY11

Step	1	2	3	4	5
1	218.15	233.78	249.92	267.04	
2	225.32	240.96	257.63	275.44	
3	233.78	249.92	267.04	285.34	
4	240.96	257.63	275.44	294.87	
5	249.92	267.04	285.34	305.59	
6	254.92	272.38	291.05	311.71	333.53
7	260.01	277.84	296.86	317.94	340.20
8	265.21	283.39	302.81	324.30	347.00
9	265.21	289.06	308.85	330.78	353.94
10	265.21	294.84	315.03	337.40	361.02
11	265.21	300.74	321.34	344.14	368.24
12	265.21	306.74	327.76	351.02	375.60
13	265.21	306.74	334.32	358.04	383.11
14	265.21	306.74	341.01	365.21	390.77
15	265.21	306.74	347.82	372.52	398.59
16	265.21	306.74	347.82	379.97	406.56
17	265.21	306.74	347.82	387.57	414.69
18	265.21	306.74	347.82	395.32	422.98

Section 3: Initial Placement

Initial placement on the salary schedule will be based on the following guidelines. Administration has the option of advanced placement of up to five (5) steps in consideration of industry credentials and or teaching experience. Determination of qualifying credentials and experience is the responsibility of the Instructional Administrator. Advance placement beyond five (5) steps must have prior approval from the Director of Personnel. Experience and education must be related to assigned subject area to be considered for initial placement. Experience must be journey-level or equivalent.

- Column 1 Minimum of 5 years, or
Bachelors degree
- Column 2 Minimum of 10 years, or
Associates degree plus 5 years, or
Masters degree
- Column 3 Associates degree plus 10 years, or
Bachelors degree plus 5 years, or
PhD
- Column 4 Bachelors degree plus 10 years, or
Masters degree or higher plus 5 years

A current bargaining unit member who has completed their probationary period as defined in Article 10, section 3 and who separates in good standing while holding a permanent appointment may be reappointed without recruitment or examination in the

instructor job class provided that the reappointment takes place within two (2) years for the bargaining units member's date of separation and provided they are not retired under TRS or PERS. Eligible Members who are retired under the TRS or PERS systems may be reappointed pursuant to HB 161 with a showing of a competitive hire process.

If an employee eligible for rehire is reappointed, the appointing authority may make the appointment at the same step in the salary range occupied before the separation provided that the reappointment occurs within two (2) years.

Section 4: Advancement

Step advancement will be based on evaluation that reflects performance of greater value to AVTEC and overall satisfactory performance as determined by the Employer in an annual evaluation. Administration may grant additional merit step advancement for exceptional performance.

Column advancement is based on the bargaining unit member achieving initial placement criteria for a specific range, or attainment of sufficient professional development credits. Achieving twenty-one (21) credits on an approved professional development plan will qualify for movement up one column within the established salary schedule. All credits must be earned after initial employment and after each column advancement. NOTE: Advancement beyond Column 2 will require a minimum of an Associate degree. Upon implementation of Column 5, advancement beyond Column 3 will require a minimum of an Associate degree.

For the purposes of movement across the salary schedule, a credit shall be defined as either:

- A. One (1) university semester credit, or;
- B. Advanced vocational training directly related to the assigned instructional area. To qualify for credits in this provision, the course must be pre-approved by an administrator and additional course work in addition to the training program may be required. The number of credits earned for such training shall be roughly equivalent to the formula used to determine university credit. (15 hours of classroom instruction or 45 hours of externship, shop instruction, or the equivalent shall equal one (1) credit).

Section 5: Department Head Pay

Department head status is an assignment of instructional supervisory and management responsibility from administration. Administration has sole authority to assign or remove department head duties.

1. A teacher or instructor with a regular daily instructional assignment and assigned department head duties shall receive additional compensation equivalent to one step (3.7%) higher than their normal step placement, and will be paid for five (5) additional work days.
2. If the department head is responsible for supervising a combination of five (5) or more teachers or instructors and others employed by the State and has a full-time instructional assignment, s/he shall receive additional compensation equivalent to

one step (3.7%) higher than his or her normal step placement, and will be paid for ten (10) additional work days.

Section 6: Notification of Salary Change Eligibility

Bargaining unit members shall submit a request for advanced column placement in writing with applicable documentation to the Instructional Administrator. The Instructional Administrator will review the request and determine eligibility within ten (10) working days. Bargaining unit members eligible for advanced column placement shall be placed in the appropriate column the first day of the pay period following a determination of eligibility.

Section 7: Professional Development Plan

Professional development plans will be prepared for bargaining unit members wishing advanced column placement and who are not enrolled in a degree program. The plans are for the purpose of professional advancement that results in services being of greater value and accomplishing the goals of AVTEC. The teacher or instructor and their department head will develop professional development plans jointly. All professional development plans will be approved by the Instructional Administrator and the Director and will not be unreasonably denied.

Section 8: Workday

Bargaining unit members at AVTEC are not entitled to overtime pay. Instructional programs, where feasible, will be designed to be delivered within a 7.5 hour day, five (5) day week. If a bargaining unit member is assigned by the administration to perform additional instructional duties beyond those normal to the assigned position, the member will be compensated. Duties normal to the position shall include those tasks the member would be required to perform for the effective delivery of the assigned vocational program. It is recognized that it is not the intent of the parties to extend the normal workday or week through the assignment of unrelated duties. Members will not be required by the administration to perform activities beyond the normal instructional assignment without compensation. Such compensation may be made by adjusting the workweek or by increasing the number of compensated work days. This compensation will be made at the member's (then) current daily rate. The amount and type of compensation shall be agreed upon by an administrator and the member prior to the performance of the activity.

Section 9: Preparation Time

One-half (1/2) hour of compensated preparation time will be allowed for each day a teacher or instructor performs instructional duties for a minimum of seven (7) hours. It is understood that there may exist unique circumstances where preparation time may be cumulative toward additional compensated workdays that must be mutually agreed upon between the teacher or instructor and an administrator at the discretion of the employer.

Preparation days (per Article 19, Section 1) shall be independent of mandatory in service or professional development activities.

Section 10: Pay procedures

1. The annual pay for bargaining unit members will be computed by multiplying the appropriate daily rate times the number of paid days. Salary will be distributed over twenty-four (24) semi-monthly pay periods to ensure year round insurance coverage. However, upon initial hire, a member's salary will be distributed equally over the pay periods remaining in the school year ending June 30.
2. The Employer agrees that payday shall be semi-monthly and shall be paid on the fifteenth (15th) and on the last day of each month. If the bargaining unit member's payday falls on a Saturday, Sunday or holiday, then the last working day before said Saturday, Sunday or holiday shall be considered payday.
3. All mailed checks shall be considered paid timely if postmarked three (3) days prior to the due date.
4. The Employer shall itemize all deductions on regular paychecks so bargaining unit members can clearly determine the purposes for which amounts have been withheld.

ARTICLE 20 LEAVE

Effective July 1, 2005, a personal leave system shall be put in place for all eligible bargaining unit members. Bargaining unit members employed in the unit on July 1, 2005, who are currently under the TRS retirement program, must choose, irrevocably, to remain under provisions of Section B. All Bargaining Unit Members will be required to participate in a personal leave system as described herein.

The provisions of this Article will cover any leave eligible bargaining unit member entering the unit on or after July 1, 2005.

A. Personal Leave

Accrual.

Full-time bargaining unit members shall accrue personal leave at the following rate:

Up to 2 years of service: 4.69 hours per semi-monthly pay period (112.5 hours annually)

2 to 5 years of service: 5 hours per semi-monthly pay period (120 hours annually)

5 years and more of service: 5.31 hours per semi-monthly pay period (127.5 hours annually)

There shall be no accrual of personal leave during any pay period during which the bargaining unit member is absent without approved leave. Bargaining unit members on approved leave shall receive payment at their current salary to the extent that they have leave accrued. Personal leave may not be used for any period that the bargaining unit member is not scheduled to work. Personal leave accruals for partial months of work will be on a prorated basis.

Upon appointment, accrued personal leave is available for use by a member following the successful completion of thirty (30) consecutive calendar days of leave eligible employment.

Personal leave accrued but not used shall accumulate to a maximum of seven-hundred twenty (720) hours on June 30 of any calendar year. If a bargaining unit member has, as of June 30, an amount of personal leave in excess of seven-hundred twenty (720) hours, the excess shall be deducted from the employee's personal leave balance and paid as cash.

B. Transfer of Accrued Sick Leave

An eligible Bargaining Unit Member who has accrued sick leave shall have the option of:

1. converting 50 percent of the sick leave to a personal leave account and 50 percent of the sick leave to a medical leave bank or;
2. to convert 100 percent to of the existing sick leave to a medical leave bank.

Bargaining Unit Members under the Teachers Retirement System who have banked medical leave will be eligible for the unused sick leave credit defined in AS 14.25.115.

Banked medical leave may be taken only in accordance with this section:

Medical Leave Bank 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.

1. In an absence due to illness or injury, the supervisor may require a physician's certificate for absences in excess of three (3) days or if improper use is suspected.
2. The taking of leave under this section shall be reduced by the amount of wage continuation payments under the Alaska Workers' Compensation Act (AS 23.30).
3. 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.

C. Utilization and Disposal

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.

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 for absences in excess of three (3) days or if improper use is suspected.

Regular personal leave requests that require overtime and/or substitutes to maintain essential services must be approved in advance by the Director (or Director designee), rather than the supervisor.

D. Donated 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:

1. 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) 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 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 there from. Once the donation has been transferred to the recipient, the donation cannot be withdrawn, modified or otherwise returned to the donor's leave account. 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.

E. Leave Cash-In

Bargaining unit members having in excess of 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 37.5 hours;
2. Payment at the current rate of pay will be made no later than one (1) pay period following the pay period in which the request was made.

F. Terminal Leave

Upon separation all accrued personal leave shall be paid to the Bargaining Unit Member at the rate it was accrued.

G. Leaves of Absence for FMLA/AFLA Conditions

The Employer shall follow the procedures established by the Department of Administration, Division of Personnel and Labor Relations and in compliance with the State and Federal laws enacted for Family and Medical Leave (CFR Title 29 Part 825)/Alaska Family Leave (AS 39.20.500) for bargaining unit members.

H. Time Off to Vote

The Employer shall provide reasonable and necessary time off for bargaining unit members covered by this Agreement to vote in local, municipal, borough, State and federal elections, provided that the bargaining unit member is unable to vote outside working hours because of actions of the Employer.

I. Other Approved Absences

Upon application and approval of the appointing authority, a bargaining unit member may be granted leave of absence without pay, for up to one (1) year, continuous service credit shall not accrue during the period of leave. Bargaining unit members returning from an approved absence will be returned to the same salary and status held prior to the approved absence.

J. Absence and Payment for Court Leave

A bargaining unit member who is called to serve as a juror or subpoenaed as a witness shall be entitled to court leave. Written documents such as a subpoena, Marshall's statement of attendance and compensation for services, per diem and travel, may be required to support a request for court leave. Bargaining unit members shall submit appropriate moneys to the Employer received from the court as compensation for court service during regularly scheduled or assigned work periods and in turn shall be paid their current salary while on court leave.

K. Non-War Military Duty Absence and Payment

A bargaining unit 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.

A bargaining unit member 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 bargaining unit 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 (16-1/2) working days in any

twelve (12) month period, beginning December 16 and ending December 15 of the following calendar year. Upon return from military leave, the bargaining unit member shall be placed in the last position held.

A bargaining unit 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.

L. Extended Absence for Disability, Illness or Injury

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

Family Medical Leave: Employees shall be entitled to coverage under the Family Medical Leave Act (FMLA) and the Alaska Family Leave Act (AFLA – AS 39.20.500).

M. Sick Leave Bank

A. Sick Leave Bank Membership

Any AVTECTA member may become a member of the Sick Leave Bank by authorizing the donation of fifteen (15) hours of leave to the Bank on the form provided by the Employer:

1. Newly hired bargaining unit members must donate within the first one hundred (100) workdays.
2. Existing bargaining unit members may join by donating during an annual enrollment window of November 1 to December 15 each calendar year. Failure to join by notification to the Employer during this period renders the bargaining unit member ineligible for use of the Sick Leave Bank for the following leave year.

Thereafter, members of the Bank shall each donate to the Bank a leave day (7.5 hours) each December 16 until the Bank reaches a maximum balance of 150 days (1,125 hours). Except for new participants, no more leave donations will be deducted until the Bank is depleted to 60 days (450 hours).

When the 60-day (450 hours) minimum is reached each member of the Bank will again contribute one sick leave day (7.5 hours) each December 16 until the Bank again reaches a maximum of 150 days (1,125 hours).

N. Sick Leave Bank Use

A Sick Leave Bank Committee will be established by the Association to implement, administer and oversee the Bank. The decision(s) of the Sick Leave Bank Committee shall be final.

Sick leave days can only be withdrawn from the Bank for injuries or illnesses.

If the Sick Leave Bank is disbanded the accumulated sick leave in the bank will be distributed equally to all the bargaining unit members who are sick leave bank members at the time. A report of the balance of the sick leave bank will be provided to the Association president upon request.

O. Association Business Leave Bank

An Association leave bank will be maintained by the Employer for use by the Association. Access to the leave bank must be authorized by the President of AVTECTA and approved by the Director or his/her designee. Approval of the use of business leave shall not be unreasonably denied.

All Bargaining Unit Members will donate four (4) hours of personal leave to the AVTECTA Business Leave Bank during the first pay period of each calendar year.

ARTICLE 21 HOLIDAYS

1. The following holidays will be observed :

- | | |
|---|------------------------------|
| 1. New Year's Day | The 1st day of January |
| 2. Memorial Day | The last Monday in May |
| 3. Independence Day | The 4th of July |
| 4. Labor Day | The 1st Monday in September |
| 5. Thanksgiving | The 4th Thursday in November |
| 6. Christmas | The 25th of December |
| 7. Every day designated by public proclamation of the Governor of the State of Alaska as a legal holiday. | |

In order to receive holiday pay a bargaining unit member must have been in work or pay status on the last scheduled day of work prior to, and the first scheduled day of work after the holiday.

ARTICLE 22 MEAL AND RELIEF PERIOD

A duty free lunch break of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway of each work day for each bargaining unit member. An additional lunch period of thirty (30) minutes shall be allowed when a bargaining unit member works continuously for two (2) hours or more before or after the normal work day.

All bargaining unit members shall be allowed one (1) duty free relief period during the first (1st) half of the work day and one (1) duty free relief period during the second (2nd) half of the work day. A normal relief period is fifteen (15) minutes.

Food Service Meals at AVTEC:

All bargaining unit members shall be allowed to purchase any amount of meal tickets at the lowest per meal published cost available to the public.

ARTICLE 23

- A. The Employer may grant sabbatical leave to qualified AVTECTA applicants. The leave may be for up to one full year and shall count as a year's service for salary placement at AVTEC. If the Employer determines a sabbatical leave is appropriate, the Employer and teacher agree to make TRS contributions for the period of sabbatical leave in accordance with AS 14.20.330. The Employer shall pay a teacher's employer-sponsored health insurance premium while the teacher is on sabbatical leave.
- B. If the Employer determines a sabbatical leave may be taken during the following school year, a Sabbatical Leave Committee composed of three representatives appointed by the Association and three representatives appointed by the Employer will meet during the first week of April to review applications submitted prior to April 15 for sabbatical leave consideration. In the event the committee's vote is a tie, the Director shall make the final decision among tied candidates. The teacher will be notified of his/her selection on or before May 1 of each year.
- C. To qualify to apply for a sabbatical, a teacher must have served with the Employer as a teacher at AVTEC for at least seven continuous years. The sabbatical leave shall be granted only for educational purposes. The educational purposes must be directly related to the teacher's AVTEC position. The criteria to be considered for each applicant shall be: 1) benefit to the educational program of AVTEC, 2) educational improvement of the teacher and, 3) the quality of educational program chosen by the teacher to enter.
- D. Upon return from a sabbatical leave a teacher shall be assigned to the position s/he previously held unless that position has been eliminated in which case the teacher shall be assigned by the Employer to a similar position after consultation between the teacher and an appropriate AVTEC Administrator. If no similar position is available or if the similar position is filled, layoff procedures as provided for in Article 12 shall be invoked.

ARTICLE 24 PARKING

The Employer shall make a good faith effort to make parking facilities available to bargaining unit members.

Every effort will be made to provide reserved parking spaces for bargaining unit members who are disabled with respect to walking capability. Such parking will be assigned as near as practicable within close proximity to the bargaining unit member's instructional area.

Where headbolt heater outlets are provided by the Employer, bargaining unit members shall be permitted to use such outlets at no cost.

ARTICLE 25 EQUIPMENT

Section 1: Tools and Uniforms

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

The Employer shall provide uniforms to all bargaining unit members required to wear prescribed apparel.

Section 2: Safety Equipment

- A. It shall not be a violation of this Agreement or grounds for dismissal if a bargaining unit member refuses to work on an unsafe job, provided the job is found to be unsafe by the Alaska Department of Labor and Workforce Development. 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 safety regulations enforced by, but not limited to, the Alaska Division of Labor Standards, the State Fire Marshall and/or the City Fire Marshall.
- B. Disciplinary action shall not be taken under this Article until the Department of Labor and Workforce Development has made a finding on safety. If the Department of Labor and Workforce Development finds the job to be safe, and in the event that subsequent disciplinary action is taken, the bargaining unit member shall have recourse to the established complaint and/or grievance procedure.

ARTICLE 26 TRAVEL AND PER DIEM

Travel and per diem will be paid in accordance with the Alaska Administrative Manual (AAM 60.010 - AAM 60.280) as revised.

Bargaining unit members may request the waiver of the provisions listed above through a standard letter of agreement.

ARTICLE 27 PROTECTION OF RIGHTS

Section 1: Illegal Work

The Employer shall not knowingly require any AVTECTA member to perform work in violation of any Federal, State or local laws.

Section 2: 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 to the bargaining unit member. If the bargaining unit member's dispute the matter through the grievance or complaint procedure as applicable within the ten (10) working days from date of notice, no deductions will be made until the dispute process has been completed.
- B. In cases of separating bargaining unit members, 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.

Section 3: Revocation of Licenses

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

Section 4: Overpayments

All disputes regarding the recovery of overpayments of compensation or other benefits covered by this Agreement shall enter the grievance procedure at the Human Resource Manager level.

Section 5: Feasibility Study

Decisions to contract out bargaining unit work shall be made only after the Employer has conducted a formal feasibility study determining whether there will be potential cost savings and other benefits that would result from contracting out the bargaining unit work in question. If the decision to contract out bargaining unit work would displace bargaining unit members, the Employer agrees to notify AVTECTA of its decision to conduct a formal feasibility study, indicating the bargaining unit work proposed to be contracted out. The notification by the Employer to AVTECTA of the results of the feasibility study

will include all pertinent information upon which the Employer based its decision to contract out the work. Upon completion of the feasibility study, the Employer shall provide AVTECTA with no less than fifteen (15) working days notice that it intends to issue bids to contract out bargaining unit work. During this fifteen (15) working day period, the Employer shall not release any bids. AVTECTA will have the opportunity to submit an alternate plan that will be given fair consideration to the study's recommendations.

Nothing in this Article shall prevent the Employer from continually analyzing its operations for the purpose of identifying cost saving opportunities.

No bargaining unit work shall be contracted out that results in the layoff of bargaining unit member(s) unless supported by the feasibility study.

Should a bargaining unit member be laid off as a result of contracting out, management shall make a good faith effort to find the bargaining unit member a vacant position within the institution. If such a position is not available, management shall attempt to find a vacant position within the Department. Regardless of the location, the bargaining unit member must be fully qualified for the position.

ARTICLE 28 PROFESSIONAL DEVELOPMENT

Section 1: Professional/Industrial Work Experience Leave

- A. Bargaining unit members may apply for Professional/Industrial Work Experience Leave for the purpose of receiving training in a field related to the bargaining unit member's assignment. Leave may be granted to allow the bargaining unit member to enroll in courses of instruction or to participate in a planned activity for professional development through an industrial work experience.
- B. Leave taken under this provision shall not exceed eight (8) weeks per individual bargaining unit member during the fiscal year, and the total Professional/Industrial Work Experience Leave allowed in any fiscal year shall not exceed twenty-two (22) weeks per fiscal year.
- C. Professional/Industrial Work Experience Leave must be applied for through the Director. The bargaining unit member will provide the Director with the dates the leave will be taken, the description of the professional/industrial work experience plan, and a brief statement of how the training will improve the bargaining unit member's job performance.
- D. The application for Professional/Industrial Work Experience Leave will be submitted by the Director to a three member committee consisting of two members of the Alaska Vocational Technical Center Teachers' Association and an administrative staff member within five (5) working days from the date of receipt in the Director's office. This committee will be referred to as the Professional Development Leave Committee. The Committee will recommend approval or disapproval of the application to the Director within five (5) working days from the date of receipt. The Director will inform the bargaining unit member applying for Professional/Industrial

Work Experience Leave of his/her application's acceptance or denial within five (5) working days of receipt of the Committee's recommendation.

- E. During Professional/Industrial Work Experience Leave the bargaining unit member attending a course of instruction must be enrolled full time, and must successfully complete the course described in the original application. Evidence of the bargaining unit member's successful completion of the course of study must be provided to the Director within three (3) calendar months after the bargaining unit member's return to work. Evidence of successful completion may consist of any of the following: grade slips, transcripts, or a statement from the bargaining unit member of the course indicating the bargaining unit member's successful completion. Failure to provide evidence of successful completion will cause the Professional/Industrial Work Experience Leave to revert to leave or leave without pay.
- F. Bargaining unit members participating in an approved Industrial Work Experience program will submit proof of participation and satisfactory performance in the program as prescribed in the employee's application. Failure to provide evidence of successful completion will cause the Professional/Industrial Work Experience Leave to revert to leave or leave without pay.
- G. AVTEC may pay tuition, fees, and travel expenses associated with leave taken under this article. The decision to provide monetary support to the participant shall be based on the training objectives, relevance of the training to the bargaining unit member's duty assignment, and whether or not the training shall allow changes in duty assignments or assumption of additional duties and whether funds are available.

Section 2: Staff Development

The director recognizes the need for the bargaining unit members to remain current in their areas of expertise. Also, that staff development is a necessary and vital tool to enhance the capability of the staff and improve the quality of the institution. To this end, the director will seek a variety of methods and means to provide staff development opportunities to all bargaining unit members.

ARTICLE 29 POSITION OPENINGS

Bargaining unit position openings shall be publicized by any appropriate means that provides all current bargaining unit members with notice of the vacancy. Members of the bargaining unit will be given the opportunity to apply for these positions. If administrative vacancies occur, management will make efforts to apprise bargaining unit members of these opportunities.

ARTICLE 30 SUBSTITUTES

Section 1: Recruitment

The Director or his/her designee shall recruit substitute bargaining unit members. Bargaining unit members and Department Chairs may submit names of individuals to the Director or his/her designee.

Section 2: Duties

Substitute may be hired to perform some or all of the duties of a bargaining unit member. A substitute may have one or more assignments in one or more subject area or program. Hiring preference for all substitutes shall be given to those certifiable in the subject area, however certification is not required.

The Employer may hold a substitute orientation once a year if practical. Prospective substitutes shall be notified of such orientation as to the date, time and place of the orientation.

Section 3: Short Term Assignments

A person who has completed one hundred fifty (150) hours of service within the identified school year as a substitute shall be paid at the rate negotiated between management and the employee. Both parties reserve the right to renegotiate the rate of pay at this juncture. The negotiated rate of pay shall not be less than the rate being paid in the first one hundred fifty (150) hours of work.

Section 4: Long Term Assignments

If a substitute has worked for more than one hundred twenty (120) consecutive days on a defined schedule, the substitute will be eligible for the benefit provisions of this agreement (AVTECTA leave and holidays) retroactive to the first day of employment as a substitute. Eligibility for life and health insurance coverage shall begin on the first day following the completion of one hundred twenty (120) consecutive days. Nothing in the provision precludes management from identifying a substitute position as a long-term assignment at the time of creation in which case the employee will receive all benefits from the first day of employment. A substitute will be separated when the instructional assignment ends with no right of appeal. This action is not intended to reflect negatively on the substitute.

Section 5: Intent

The parties agree that it is not their intent that the employment of a substitute be used to avoid hiring a permanent bargaining unit member.

The parties agree that the Employer shall make a "good faith" effort to secure an additional permanent instructor position when a substitute's assignment exceeds ten months of employment. If a permanent position is established under this Article, the substitute holding the equivalent substitute position shall become the incumbent in the newly established permanent position, provided no permanent bargaining unit members wishes to fill the position and providing the person meets the requirements for a full time

position. If there is more than one substitute filling equivalent substitute positions they shall be given equal consideration for the newly established permanent position.

ARTICLE 31 LEGAL ASSISTANCE

Section 1: General.

a. Definitions:

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

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

b. Claims against a member as a state employee:

In legal actions under AS 09.50.250 against a member, AS 09.50.253 provides for certification by the Attorney General and for the action to proceed exclusively against the state if the action arose from conduct within the scope of member's employment. A request for certification under AS 09.50.253 is made as provided in AS 09.50.253 and 9 AAC 33.010 and is not subject to the grievance arbitration procedure in Article 15 of this agreement.

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

If AS 09.50.253 does not apply because federal or state law expressly authorizes an action against member, Employer will provide a legal defense and indemnify member as provided in sections 2 - 6.

Section 2: Providing a legal defense.

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

Section 3: Indemnification.

Employer will indemnify a member for a judgment or legal obligation if the judgment or legal obligation arose from member's action within the scope of member's office or employment except as provided in section 6.

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

Section 4: Scope of office or employment.

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

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

Section 5: Disputes.

Employer's decision to withhold a legal defense or indemnification is subject to review by complaint for breach of contract in the superior court of this state and is not subject to the grievance arbitration procedure in Article 15 of this agreement.

Section 6: Punitive Damages.

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

**ARTICLE 32
TENSE, NUMBER AND GENDER**

As used in this Agreement, words in the present tense include the past and future tenses; words in the future tense include the present tense. Words in the singular number include the plural; words in the plural number include the singular.

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both masculine and feminine.

**ARTICLE 33
CONCLUSION OF COLLECTIVE BARGAINING**

This Agreement is the entire Agreement between the Employer and the Association. The parties acknowledge 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 oral or in writing except as provided in this Article below, and concludes collective bargaining for the duration of this Agreement.

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

**ARTICLE 34
SAVINGS AND CONFORMITY**

If an article or part of an article of this Agreement should be decided by a body of competent jurisdiction or by mutual agreement of the Employer and the Association to be in violation of any Federal, State or local law or if adherence to or enforcement of an article or part of an Article should be restrained by a court of law, 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, the remaining articles of the Agreement shall not be affected and the Employer and the Association shall convene within two (2) weeks for the purpose of negotiating a satisfactory replacement.

Any provision of this Agreement found contrary to State, Federal or local law that becomes lawful during the term of the Agreement shall take effect upon its lawfulness.

**ARTICLE 35
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. The Employer agrees to support all financial agreements, and to seek funding of all financial agreements through the budgetary process.
- 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. If such legislation is not passed by the end of the legislative session in which submitted, or if such legislation is rejected by the Legislature, the parties shall immediately reenter negotiations to be conducted in accordance with AS 23.40.215.
- D. Provisions of this Agreement not requiring legislative funding before they can be put into effect shall be implemented on the effective date of this Agreement or the date otherwise specified in the Agreement.

**ARTICLE 36
PRINTING OF THE AGREEMENT**

Following ratification and signing of this Agreement, the State shall make a copy available on the Division of Personnel and Labor Relations web site. All newly hired bargaining unit members shall be provided a copy of the Agreement by AVTEC administration at the time of hire, in accordance with Article 3, Section 3.

There shall be two (2) signed copies of the final agreement for the purpose of records. One shall be retained by the State and one by the Association.

**ARTICLE 37
DURATION OF THE AGREEMENT**

This agreement shall be effective July 1, 2008 and remain in effect through June 30, 2011, except as provided herein.

- A. The parties recognize that the monetary terms of the Agreement are subject to legislative approval and funding in accordance with AS 23.40.215. Should the Legislature fail to fund the terms of this agreement, the parties agree, to return to negotiations in accordance with AS 23.40.070 - 260.
- B. The Employer shall be held free of any penalty pay or other punitive action for a period that is ninety (90) days following the appropriation by the Legislature for funding of this Agreement and funds become available.
- C. Either party may give written notice during the period November 1, 2010 and November 30, 2107 of its desire to negotiate a successor agreement. Negotiations shall commence on or after December 1, 2010.

FOR THE STATE OF ALASKA:



Annette Kreitzer, Commissioner
Department of Administration

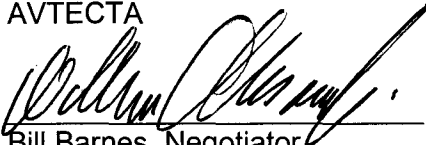

Dallas Hargrave, Chief Spokesperson



Dick Harrell, Negotiator


Kate Sheehan, Negotiator

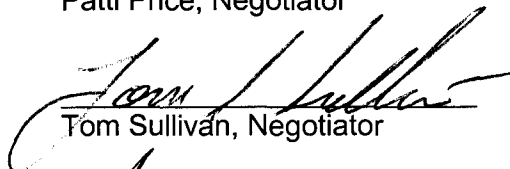
FOR THE AVTECTA:

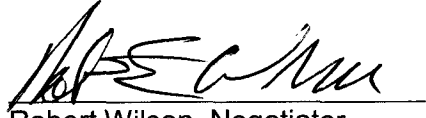

Dale Butts, Chief Spokesperson
AVTECTA

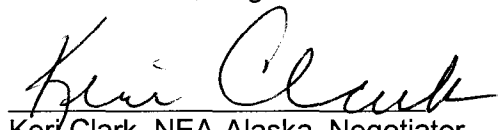

Bill Barnes, Negotiator


Kent Berklund, Negotiator


Patti Price, Negotiator


Tom Sullivan, Negotiator


Robert Wilson, Negotiator


Kerri Clark, NEA-Alaska, Negotiator

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