

Summary of Changes to PSEA 2014-2017 Collective Bargaining Agreement

ARTICLE	CHANGE
Preamble	Removal of a semicolon in first sentence
1. Definition of Terms	<p>1.02 (Definitions): Added as §O: "Promotions" in this Agreement means an advancement in rank or position ; §S: "Transfer" in the Agreement means "a relocations from one geographic location to another location. (this is a new definition)</p>
4. Association Responsibility	<p>4.03: the phrase "law enforcement" is replaced with "public safety" in the following sentence: All efforts to improve safety practices, fitness, efficiency, and the quality of <u>public safety</u> shall be vigorously supported by the Association.</p>
7. Member Rights and Disciplinary Procedure	<p>7.01: Street address of PSEA updated.</p> <p>7.02(Rights of Members): Deleted: "The member may request and may receive an Administrative Investigation after receipt of notification of an Inquiry". (This is because the "Administrative Inquiry" has been abolished). Egregious misconduct for intoxication on the job has been clarified: "chemical or alcohol intoxication while on duty (including standby duty),"</p> <p>7.03 (Types of Investigation) §A. First paragraph updated to reflect that there are now two (2) rather than three (3) investigatory procedures. Added: When a member is indicted or waives an indictment or is charged with a crime involving state property or on state time, the member shall be placed on Authorized Leave Without Pay (LWOP) or allowed to use accrued personal leave pending the conclusion of the criminal proceeding. Should the member be acquitted or the charges dismissed and administrative charges are not sustained, the member shall be treated as if he or she had been placed on administrative leave or, if personal leave was used in lieu of LWOP, the personal leave used shall be reinstated into his or her leave bucket.</p> <p>§A: Investigation of disciplinary actions is separated into <u>two</u> (changed from three) types: §B: language describing when an Investigation rather than an Inquiry is appropriate. §C: Administrative Inquiry deleted. Previous § D (Known and Obvious) moved up to §C – language here is the same except that a reference to "Inquiry" is deleted.</p> <p>7.04 (Investigative Process)§A 1 : typo in previous CBA corrected as follows: The member is notified of the complaint or allegation in the manner described under Article 7.02. (Used to refer to Article 7.14, this was incorrect).</p>

	<p>7.04 §A 9: significant changes to allowable administrative leave for members under AI as follows: The placement of a member on administrative leave under this provision shall not exceed seventy-five (75) calendar days unless an extension is agreed to between PSEA and the employer. (Previously limited to 30 of the member’s working days). Also added: If administrative leave extends beyond seventy-five (75) calendar days, the employer shall pay all premium pays, shift differentials and the average overtime. The parties agree that the seventy-five(75) calendar day period shall be tolled where the AI is being held in abeyance and also during periods of personal leave. Added: The Department shall update the Association at the conclusion of the 75 days of Administrative Leave and every thirty (30) calendar days thereafter as to the progress of the Administrative Investigation. 7.04 §A 11: Five (5) days prior to the employee conference, “ the employer shall provide copies of” all investigative material to the member and Association (prior, this information was only made available for review); “ PSEA and the member agree this information shall not be released to third parties unless agreed to in writing between the employer and the employee”. 7.04 § A 12: time limits for the parties providing transcripts to each other now counted from the date of receipt by the parties, instead of from the date of the interview. 7.04 §B (Administrative Inquiry): This section along with all § (1-15) deleted. New § B (formerly C) Known and Obvious §3: As above in A12, time limits for the parties providing transcripts to each other counted from date of receipt by the party making the transcript if transcribed.</p>
<p>8. Travel, Per Diem, and Moving</p>	<p>8.01: When a member, excluding a nonpermanent member, is required to change his/her place of residence <i>due to a transfer or change of State housing</i>, he/she shall be reimbursed for transportation and moving expenses under the AAM in effect on the date of travel (language in italics replaces: because of a mandatory change of housing at the duty station). Paragraph added to 8.01: Upon arrival at the new duty station, the member, spouse and dependents are entitled to per diem at the standard rate as found in the AAM. This per diem shall continue until the member’s effects have arrived. In no case shall a member, spouse or dependent receive more than fifteen (15) days of per diem under this section, except extenuating circumstances may dictate more than fifteen (15) days and shall be handled on a case-by-case basis. The final determination shall be with the Director of the employing division.</p>
<p>11. Seniority</p>	<p>11.02 (Classification Series Seniority): changes in tie breaking language as follows: For those who are requires to attend the Alaska Law Enforcement Training Academy except for DOT/PF employees: First: An average of the <i>cumulative academic score, the highest single handgun score, and the highest physical fitness score.</i> (Language in italics</p>

	<p>replaces: academics, firearms qualifications, and the final physical fitness score at the academy.</p> <p>For those DOT/PF employees required to attend <i>an APSC approved academy</i> (italics replace “ the Alaska Law Enforcement Training Academy); First: An average of the academic scores from <i>an APSC approved academy</i> and <i>an aggregate of the department or state Fire Fighter I, II and AARF final exam scores combined with the highest single handgun and highest physical fitness score.</i></p> <p>11.10 (Shift Assignments and Regular Days Off): APFOs shall normally work a twelve (12) hour shift with alternating three (3) and four (4) days off <i>for a total of eighty (80) hours in each fourteen (14) day period.</i> (Language in italics replaces “and one work day within each fourteen (14) day period will be an eight (8) hour shift”.)</p> <p>11.10 C For DOT/PF only: Regularly established shift changes shall occur not more frequently than once every four (4) months and not less frequently than every twelve (12) months. (Requirement that a shift change occur on January 16 deleted).</p>
<p>12. Assignment and Transfer</p>	<p>12.02 D: Added to the last paragraph “Notification of an involuntary transfer must take place prior to the member’s five year anniversary date”.</p> <p>12.03 Remote Transfers §A (Definitions): Added:</p> <ol style="list-style-type: none"> 1. Assignment- Is the Unit or Specialized Duty (e.g. K-9, DV follow-up, VPSO Support, etc.) a person is attached to. Examples: Fairbanks Patrol, Palmer JS, Kenai BHP, ABI Anchorage Technical Crimes, ABI Bethel WAANT. It does not include additions duties such as pilot, SERT, TDU, etc. 2. Re-assignment- Is moving a person from one Unit or Specialized Duty (e.g. K-9, DV follow-up, VPSO Support, etc.) to another in the same geographic location. Examples: Fairbanks Patrol to Fairbanks BHP, ABI Anchorage Technical Crimes to ABI Anchorage Major Crimes, Palmer Patrol to Palmer K-9, ABI Anchorage WAANT to ABI Anchorage Financial Crimes. 3. Transfer- Is relocation from one geographic location to another location. Examples: Palmer Patrol to Kenai Patrol, ABI Anchorage Major Crimes to ABI Fairbanks Narcotics Team, Juneau AST to Kodiak AWT. <p style="text-align: center;"><i>Definitions in previous CBAs included and renumbered.</i></p> <p>12.03 B Prioritizing of Reassignments of Fixed Period Elections: “ assignment” changed to “transfer” where appropriate.</p>
<p>13. Employee Housing</p>	<p>13.03 Rental Base Schedule: Updated to remove FYs 12, 13 &14. Replaced with rate schedule applicable for the entire contract cycle as follows:</p> <p>Number of Bedrooms: 0 \$726; 1 \$826; 2 \$1036; 3 or more \$1492</p>

<p>14. Leave of Absence for Permanent Employees</p>	<p>14.01 Personal Leave General</p> <p><i>Two tiers of leave accrual are created (§A clarifies this, § B defines new leave accrual for members hired after July 1, 2014)</i></p> <p>§A Rate of Accrual: A member, <i>hired into state service before July1, 2014</i>, who has permanent and/or probationary status shall accrue personal leave as follows: (rate of accrual remains the same, “days” converted to “hours” ,language deleted to remove reference to bi-weekly pay schedule)</p> <p>Added :§B A member hired into state service on or after July 1, 2014, who has permanent and/or probationary status shall accrue personal leave as follows:</p> <ol style="list-style-type: none"> 1. If the member has less than two (2) years of service: 14 hours per month 2. If the member has two (2) but less than five (5) years of service: 17.5 hours per month 3. If the member has five (5) but less than ten (10) years of service: 21 hours per month 4. If the member has ten (10) but less than fifteen (15) years; 24.5 hours per month 5. If the member has fifteen (15) years or more of service: 28 hours per month <p>Previous §5 re designated as “C”; Previous§ B-I are re-lettered as C- L; changes as follows (noted under new letter):</p> <p>14.01 F: Utilization and Disposal (formerly §D): Personal leave accrued by not used shall accumulate until separation, however, at least <i>eighty (80) hours of personal leave must be used each leave year beginning December 16 and ending December 15 of the succeeding year except that employees exempted from 14.01(G) of this Article must use one hundred and twenty (120) hours each full year.</i> (The language in italics replaces the previous requirement that 5 days of personal leave be used & adds a reference to § G which is new for this CBA cycle.</p> <p>Continuing on 14.01 F: If the member is denied the use of <i>the required hours of personal leave</i> in any full year, the member shall be entitled</p>
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to payment for the unused portion. (Language in italics replaces “5 days”) “Hours of personal Leave” replaces “ five (5) days” throughout, as appropriate.

Added: If the member does not take scheduled leave, the difference between the required hours and the amount of personal leave taken will be paid out.

Added: Up to forty (40) hours of personal leave cashed-in under 14.01 K of this Article will be applied to the employee’s mandatory leave usage requirement.

14.01 G (New to this CBA):

G) Maximum Accumulation of Leave. Effective December 16, 2014, personal leave accrued but not used shall accumulate to a maximum of one-thousand and five hundred (1,500) hours on December 15 of any calendar year. A department head may permit an employee to carry over more than one-thousand and five hundred (1,500) hours of accrued personal leave if the employee was unable to reduce his/her accrued hours because the member: (1) was required to work as a result of fire, flood, or other extensive emergency; or (2) was assigned work of a priority or critical nature of a period of time.

By June 1 of each calendar year, those employees whose personal leave balance exceeds, or could exceed by December 15, the personal leave accumulation maximum of one-thousand and five hundred (1,500) hours must submit to their supervisor for approval a plan to use personal leave to bring their balance below the accumulation maximum. If the employee fails to submit a plan, or adhere to an approved plan, the employee’s division director will order the employee to take sufficient personal leave to reduce the employee’s balance or potential balance on December 15 below the accumulation maximum. If the member does not take the scheduled leave, the difference between the required hours and the amount of personal leave taken will be paid out

Members who have a personal leave balance that exceeds four hundred (400) hours on December 16, 2014 shall be exempt from this provision until such time as his/her personal leave balance equals four hundred (400) hours or less on December 16 of any calendar

	<p>year.</p> <p>When a member is appointed from a position in a Bargaining Unit without a leave cap into a position in the Public Safety Unit, the determination as to whether they will be exempt from the leave cap will be made at the time of appointment using the same criteria as above.</p> <p>K. Leave Cash-in: Deleted: leave cashed in under this section does not reduce the forty (40) hour mandatory leave requirement in Article 14.01D above.</p> <p>Added: No more than six (6) leave cash-ins will be processed in a leave year.</p> <p>14.07 Recruitment Incentive Leave : Any member that recruits a candidate that successfully completes <i>all required Academies</i> shall have twenty (20) hours of personal leave credited to their leave account. (Language in italics replaces: “the Academy”).</p>
<p>15. Wages</p>	<p>15.02 §B: Effective dates throughout changed from 2011-2013 to 2014-2016</p> <ol style="list-style-type: none"> 1. 1% increase on July 1, 2014 2. 1% increase on July 1, 2015 3. 2% increase July 16,2016 4. Assigned Training Pay: <i>Alaska State Trooper Recruit</i> replaced with “ALET”. <p>15.04 Geographic Differential: Three year Geo-Diff rate table replaced with one rate table applicable through the whole contract cycle. Rates remain the same as 2014. Additions: Hooper Bay (50%) and Selawik (60%)</p> <p>Effective date to modify the geo diff of 16 locations to 0% changed from June</p>

30, 14 to June 30, 2017.

15.09 Recall

Added § C & D:

C. The recall provisions above do not apply in the following cases:

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

b. If the member who is contacted to return to work is on standby when contacted to return to work;

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

d. If the member is not required to report to a workstation or other location in order to perform the work.

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

D. If a member is required to attend court, a staff meeting or FTO meeting on their Regular Day Off (RDO), that member will be paid a minimum of three (3) hours pay at the appropriate overtime rate, provided that should the total hours worked exceed three (3), the member shall receive pay at the appropriate overtime rate for all such hours worked.

15.13 Flexible Schedule-Intent language:

Nonscheduled or Flexible Scheduled Posts: *Statewide Drug Enforcement Unit* replaces "Alaska Bureau of Alcohol and Drug enforcement".

15.14 §C : Compensatory time now capped at 100 hours

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

15.17 Village Visits and Remain Overnight (RON):

Added: *This section does not apply to Investigators or SERT members who*

	<p><i>RON while working on a specific case, assignment or investigation.</i></p> <p>15.18: Investigator Assignments: Management shall review delegated authority after one (1) year (replaces “ 6 months”).</p>																																													
<p>17. Pay Practices</p>	<p>17.06 Payment on Separation: A bargaining unit member shall be paid wages and terminal leave within three (3) days (replaces fifteen (15) days).</p>																																													
<p>20. Uniforms and Cleaning Allowance</p>	<p>Title of Article changed to “ Uniforms and <i>Cleaning Allowance</i>” (used to be Uniforms and Clothing Allowance).</p> <p>Language making Article “ Effective” as is “reasonably practicable” deleted. “ Uniforms” replaces “Clothing” in the following sentence:</p> <p>The State shall furnish uniforms to members, except nonpermanents, unless otherwise approved.</p> <p>Table deleted and replaced with the following:</p> <table border="1" data-bbox="513 1003 1466 1843"> <thead> <tr> <th></th> <th><u>State Troopers</u></th> <th><u>Airport Police & Fire Officers</u></th> <th><u>Court Services Officers</u></th> <th><u>Deputy Fire Marshal</u></th> </tr> </thead> <tbody> <tr> <td>Shirts</td> <td>3</td> <td>4***</td> <td>3</td> <td>3</td> </tr> <tr> <td>Trousers</td> <td>3</td> <td>4***</td> <td>3</td> <td>3</td> </tr> <tr> <td>Ties</td> <td>3</td> <td>2</td> <td>3</td> <td>3</td> </tr> <tr> <td>Rain Gear</td> <td>1</td> <td></td> <td>1****</td> <td>1</td> </tr> <tr> <td>Hat</td> <td>1</td> <td>1</td> <td>1</td> <td>2</td> </tr> <tr> <td>Hat Cover</td> <td>1</td> <td></td> <td>1</td> <td>0</td> </tr> <tr> <td>Flotation Jacket</td> <td>1****</td> <td></td> <td></td> <td>1****</td> </tr> <tr> <td>Soft Body *</td> <td>1±</td> <td>1*</td> <td>1*</td> <td>1*</td> </tr> </tbody> </table>		<u>State Troopers</u>	<u>Airport Police & Fire Officers</u>	<u>Court Services Officers</u>	<u>Deputy Fire Marshal</u>	Shirts	3	4***	3	3	Trousers	3	4***	3	3	Ties	3	2	3	3	Rain Gear	1		1****	1	Hat	1	1	1	2	Hat Cover	1		1	0	Flotation Jacket	1****			1****	Soft Body *	1±	1*	1*	1*
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	Armor Vest				
	Parka	1	1	1****	1
	Utility Jacket	1 or 2**	2	2	2
	Coverall (Fire Retardant)	1 or 0**			1
	Winter Hat	1			1
	Bunker Gear w/ Helmet		1*		1*
	Concealment Holster				1
	<p><i>Notable deletion: “Non-uniformed members “—this change reflects that the Employer does not provide civilian clothes, only uniforms, to non-uniformed members.</i></p>				
22. Insurance	<p>22.01 accidental death coverage raised from \$100,000 to \$200,000.</p> <p>22.02 Health Insurance Trust</p> <p>§B Effective July 1, for each year of this Agreement, the Employer health insurance contribution shall <i>be the</i> amount of money not exceeding that necessary to maintain the Select Benefits Default/Economy plan. (language in italics replaces : “increase by an”</p> <p>22.02 G: In § 1-4 “m” is replaced with “M” in “Members”.</p>				
23. Medical Wellness and Safety	<p>23. E: Added: The parties agree to jointly establish a Labor-Management Committee for the purpose of bargaining to agreement on post-accident, reasonable suspicion and use of force drug and alcohol testing procedures. In conjunction, the same Labor-Management Committee will bargain to agreement on an Employee Assistance Program that any member testing positive for drugs or alcohol will be required to use and submit to for substance abuse evaluation. The parties also agree to meet and confer to develop the Department’s policy as to the required drug and alcohol testing. If the Labor-Management Committee is unable to reach agreement by July 1, 2015 on either the above mentioned drug and alcohol testing procedures or Employee Assistance Program, the parties agree to submit the matters to</p>				

