

LETTER OF AGREEMENT
between the
STATE OF ALASKA
and the
ALASKA PUBLIC EMPLOYEES ASSOCIATION/AFT
representing the
SUPERVISORY BARGAINING UNIT

Biweekly Payroll

20-SS-020

It is agreed between the parties that the following terms and conditions of employment apply to members of the Supervisory Unit. No provision of the July 1, 2018 through June 30, 2021 master agreement not specifically referenced herein is modified by this agreement.

The State intends to change from a semi-monthly pay schedule to a biweekly pay schedule effective June 1, 2020 for all employees. In implementing a biweekly pay schedule, several elements of the current Supervisory Bargaining Unit's collective bargaining agreement require modification. During the initial transition to a biweekly pay schedule, the parties mutually agree to temporarily waive leave cash in rules in Article 29.01(I) for the months of May 2020 and June 2020 in regard to how low an employee may take their leave account and how many such leave cash in requests may be processed for an employee. Any leave cash ins taken during this period will not count towards the yearly limit. Other specific terms and conditions affected by the change are revised as follows:

4.2 Performance Incentives.

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

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18.6 Probationary Period.

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A. Duration:

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

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

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

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

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

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24.1 Wages.

NOTE: Wage tables are incorporated by reference (Overtime ineligible and Overtime eligible) and can be found at the Division of Finance website: http://doa.alaska.gov/dof/payroll/sal_sched.html as well as in Appendix E.

The parties recognize that the State Payroll System rounds payroll calculations to four decimal places. Therefore, calculations using rates in the Collective Bargaining Agreement may result in penny rounding differences. The parties accept that these differences do not require further payroll adjustments that would cause the employee to pay back penny rounding differences or for the Employer to add penny rounding differences to an employee's pay.

24.7 Hourly Wages.

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

$$\text{Hourly Rate: Bi-weekly Salary} / (\text{No. of hours per workweek} \times 2)$$

24.9 Pay Procedures.

- A. Frequency of Pay Day: Payday shall be on a bi-weekly basis ~~on every other~~ Friday. If pay day falls on a holiday, the last working day before the designated holiday will be pay day. All checks postmarked or deposited by payday shall be considered timely.

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D. Pay Shortages

- ~~a.~~ 1. The Bargaining Unit Member will notify the Employer of the pay shortage in writing within two (2) working days. The Employer will verify the pay shortage within three (3) working days from the time of notification. In the event that a pay shortage is determined to exist, the Employer will correct the pay shortage on the next regularly scheduled paycheck.
- ~~b.~~ 2. Should the Bargaining Unit Member not notify the Employer in writing as stipulated in subsection (1) above the Employer will verify pay shortages within five (5) working days following the receipt of a dated and written complaint by the Bargaining Unit Member. In the event that a pay shortage is determined to exist, the Employer will issue payment for the shortage within ten (10) working days of the date of verification. Verified pay shortages of less than one hundred (100) dollars will be paid on the Bargaining Unit Member's next regularly scheduled paycheck.

29.1 Personal Leave.

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

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

| Years of Service | <u>Hours Per Year</u> | <u>Hours Per Pay Period</u> |
|------------------|-----------------------|--------------------------------------|
| 0 - 2 | 192 hours | 8:00 —7 hours:23 minutes |
| 2 - 5 | 216 hours | 9:00 8 hours:18 minutes |
| 5 - 10 | 240 hours | 10:00 9 hours:13 minutes |
| 10 + | 288 hours | 12:00 11 hours:04 minutes |

Leave Accruals shall occur twenty-six (26) times per year. Active fulltime employees shall receive an adjusting leave accrual with the second pay period of the year starting January 2021. This accrual shall be an amount equal to the difference between an employee’s current yearly accrual rate and the sum of twenty-six (26) times that pay period accrual rate.

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

B. Rate of Accrual. All full time bargaining unit members holding permanent, probationary, provisional, or long term nonpermanent status hired into State service on or after July 1, 2013, will accrue personal leave as follows:

| Years of Service | <u>Hours Per Year</u> | <u>Hours Per Pay Period</u> |
|------------------|-----------------------|---------------------------------------|
| 0 - 2 | 168 hours | 7:00 6 hours:27 minutes |
| 2 - 5 | 192 hours | 8:00 7 hours:23 minutes |
| 5 - 10 | 216 hours | 9:00 8 hours:18 minutes |
| 10 -15 | 240 hours | 10:00 9 hours:13 minutes |
| 15+ | 288 hours | 12:00 —11 hours:04 minutes |

Leave Accruals shall occur twenty-six (26) times per year. Active fulltime employees shall receive an adjusting leave accrual with the second pay period of the year starting January 2021. This accrual shall be an amount equal to the difference between an employee’s current yearly accrual rate and the sum of twenty-six (26) times that pay period accrual rate.

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

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

C. Changes of Accrual Rate. Accrual rate changes will become effective the first day after the monthly pay cycle in which the employee completes the service requirement and becomes eligible for the higher accrual rate, notwithstanding Appendix C ¶ 11.

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If GGU receives any benefits that are also applicable to SU as part of their negotiation for biweekly payroll, then the State will give that same benefit to SU. If GGU and the State agree to a benefit not applicable to SU as part of biweekly payroll negotiations, then the State and SU will meet and confer to decide on a similar benefit the State can give to SU.

This agreement and its changes to the collective bargaining agreement are effective June 1, 2020. It is entered into solely to address the specific circumstances of this particular situation. It does not establish any practice or precedent between the parties.

FOR THE STATE OF ALASKA:

/*Signature on File*/

Kate Sheehan, Director
Division of Personnel & Labor Relations
Department of Administration

Date

FOR THE ASSOCIATION:

/*Signature on File*/

Brian Penner
Business Manager

Date