

# **MASTER AGREEMENT**

between the

**STATE OF ALASKA**



and the

**PUBLIC EMPLOYEES LOCAL 71**

representing the

**LABOR, TRADES AND CRAFTS UNIT**

**Effective January 1, 2007 through June 30, 2009**

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## **PREAMBLE**

This Agreement is made and entered into by and between the State of Alaska, hereinafter referred to as the "Employer," and Public Employees Local #71, AFL-CIO, hereinafter referred to as the "Union."

The Union shall be the only collective bargaining representative recognized by the Employer under the terms of this Agreement.

WITNESSETH, that

WHEREAS, it is the intent and purpose of the parties to set forth herein the entire Agreement covering hours of work, rates of pay, and conditions of employment between the parties; and

WHEREAS, the Employer and the Union jointly agree to perform faithfully the obligations imposed by this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

## **ARTICLE 1 - PURPOSE**

It is the objective of the parties that the obligation of the Employer for the successful conduct of its business and the fulfillment of its responsibilities to the employees covered by this Agreement be carried on without interference arising from differences between the parties.

The Union, representing the employees of the Employer, and the Employer desire to establish and maintain, through harmonious cooperation, a standard of conditions and procedures to provide for orderly collective bargaining relations, prompt and equitable disposition of grievances, and fair wages, hours, and working conditions for the employees covered by this Agreement.

## **ARTICLE 2 - RECOGNITION**

The Employer recognizes, during the term of this Agreement, the Union as the sole and exclusive collective bargaining representative for all employees working in the classifications in the Labor, Trades and Crafts Unit and as the representative of all such employees in interpreting this Agreement and adjusting disputes.

## **ARTICLE 3 - UNION ACTIVITIES**

The Employer agrees that it shall not in any manner, directly or indirectly, attempt to interfere between any of its employees and the Union; it will not in any manner restrain or attempt to restrain any employee from belonging to the Union or from taking an active part in Union affairs; and it will not discriminate against any employee because of the Union membership or lawful Union activity.

## **ARTICLE 4 - EMPLOYMENT REFERRAL PROCEDURES**

### **4.01 - REFERRAL SERVICES**

The Union agrees to maintain preferential referral procedures for the purpose of soliciting qualified workers in order to fill all Employer referral requests. Except for promotions, demotions,

transfers and emergency appointments, the Employer agrees to use such referral services and will call upon the Union to furnish all qualified workers required. The Employer further agrees to notify the employee and the Union of all promotions, demotions, transfers and emergency appointments.

#### **4.02 - NONPERMANENT TO PERMANENT**

The Employer may elect to appoint a nonpermanent employee into a permanent position if the position to be filled is at the entry level at that duty station; provided, however, that any qualified permanent part-time employees in that duty station are offered first rights of refusal to the position. The Employer shall notify the Union of such appointments in accordance with Section 6.

#### **4.03 - REFERRAL COMMITTEE**

The Union shall create a preferential referral committee within thirty (30) days of the signing of this contract, composed of not more than three (3) individuals appointed by the Union, to supervise and control the operation of the job referral system herein.

#### **4.04 - APPLICATION FORMS/NONDISCRIMINATION**

The Union agrees to accept and review applications, on forms provided by the Employer, from all those wishing to apply for possible openings with the State. Selection of applicants for referral to jobs shall be nondiscriminatory and shall not be based on nor affected by race, creed, color, age, sex, national origin or political affiliation or activity. The Union agrees that it will not discriminate against non-Union workers in referring applicants to the Employer, and the Employer agrees that it will not discriminate against Union workers in selecting job applicants referred by the Union.

#### **4.05 - PREFERENTIAL CATEGORIES**

A. The parties recognize the primary importance to employ residents of Alaska. Both the Union and the Employer shall give first preference to qualified residents of Alaska. Also, preference shall be given to qualified residents in the immediate area of the job call.

B. It is understood the Employer will have need for employees with special skills and abilities. The Union agrees to refer persons possessing such skills and abilities and to honor all such bona fide requests.

C. The parties recognize the need to hire the handicapped. A handicapped individual is one so specified under regulations issued by the Vocational Rehabilitation Division of the Department of Labor and Workforce Development.

D. Pursuant to the parties mutual recognition of the principles of Equal Employment Opportunity and Affirmative Action, the parties agree that selective certification by referral will be made to satisfy the State's affirmative action objectives. When a specific request is made for a referral to fill a position with an applicant in a protected category, the Union will make every effort to honor such request, providing such underutilization has been specified and approved by the Office of Equal Employment Opportunity. In such cases, the Union will have seventy-two (72) hours, rather than forty-eight (48) hours, to make the referral.

E. The criteria expressed in the subsections above may be used as justification for an appointment from other than the top qualified and available candidates; provided, however, the individual is registered with the Union.

#### **4.06 - REJECTION OF APPLICANTS**

The Employer retains the right to reject any job applicant, but the applicant and the Union shall be entitled to the reason for such rejection.

#### **4.07 - REFERRAL TIME FRAME REQUIREMENTS**

In the event the Union is unable to supply the Employer with three (3) qualified workers within

forty-eight (48) hours (Saturdays, Sundays and holidays excluded) when called upon by the Employer, the Union and the Employer will coordinate efforts to advertise such openings for job vacancies to reach the largest pool of applicants. The Employer may procure workers from other sources; provided, however, that in such instances the Employer shall promptly furnish the Union with the names of such workers, their classification and date of hiring. In any emergency resulting from an act of God or natural disaster, the Employer may temporarily procure workers from any source.

#### **4.08 - UNION MEMBERSHIP - NEW EMPLOYEES**

It is further agreed that all workers employed by the Employer who are not already members shall become members of the Union or make the uniformly required payments on or before the thirty-first (31st) calendar day following the beginning of employment or the effective date of this Agreement, whichever is later, and all employees shall maintain membership in the Union as a condition of employment during the life of this Agreement. Membership means to tender the initiation fees and the periodic dues or fees uniformly required as a condition of acquiring or retaining membership in the Union. All requests by the Union for dismissal of any employee for failure to comply with this provision shall be in writing.

The Union 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 section, except those actions caused by the Employer's negligence.

#### **4.09 - UNION STEWARD - NEW EMPLOYEE NOTICE**

Within a five (5) day period after reporting to work, each new employee within the bargaining unit shall be informed as to the identity of the Union steward, chief job steward, or a Union representative by the supervisor in the activity to which such employee will be regularly assigned. Each employee transferred from a section or shift shall likewise be informed.

#### **4.10 - O.S.C.O. EXEMPTION FROM UNION REFERRAL**

It is agreed between the parties that the Occupational Safety Compliance Officers under the Agreement shall be required to meet minimum qualifications established by the State as well as being required to pass any examinations to be considered for employment. The recruitment and selection procedures for Occupational Safety Compliance Officers shall be determined by the Employer.

### **ARTICLE 5 - UNION RESPONSIBILITY**

#### **5.01 - NONDISCRIMINATION**

The Union assumes all obligations and responsibility for the continued membership of its members and the Union shall retain the right to discipline its members. No worker shall be discriminated against for the upholding of Union principles, and any employee who works under the instructions of the Union, provided such instructions are in compliance with the Agreement, or who serves on a committee, shall not lose their position or be discriminated against for this reason.

#### **5.02 - BINDING EFFECT OF AGREEMENT**

The Union agrees that this Agreement is binding on each and every member of this bargaining unit and that its members, individually or collectively, accept full responsibility for carrying out all the provisions of this Agreement.

#### **5.03 - HARMONIOUS RELATIONSHIP**

It is the responsibility of the Employer to manage the work force. It is the responsibility of the parties to promote such practices as will improve the quality of service provided and the working



conditions of the members. The Union agrees that it will actively dissuade excessive absenteeism, sexual harassment, and other practices which may hamper the Employer's operation and that the Union will support the Employer's efforts to eliminate waste and inefficiency, to improve the quality of work, and to promote harmonious relations between the Employer and employees.

#### **5.04 - EMPLOYER RULES AND REGULATIONS**

The Union agrees to make every effort to see that the members working under this Agreement obey all reasonable rules, instructions, and regulations prescribed by the Employer.

### **ARTICLE 6 - RECOGNITION OF RIGHTS AND FUNCTIONS OF MANAGEMENT**

#### **6.01 - MANAGEMENT'S AUTHORITY**

Except as provided in this Agreement, nothing herein limits the Employer in the exercise of the rights of ownership and management. Accordingly, the Employer has, among others, the right to: select its supervisory personnel (supervisors as defined by the Alaska State Labor Relations Agency); to hire new employees; to discipline, suspend, or discharge employees for just cause; to decide and determine and designate all occupational classifications it has to offer its employees, to assign duties and responsibilities to employees, to make such rules and regulations as the Employer considers necessary or advisable for the orderly and efficient conduct of its operations and to require employees to observe such rules and regulations; provided, however, the exercising of the aforementioned rights is not inconsistent with the provisions of this Agreement.

#### **6.02 - AUTHORITY RETENTION**

All of the functions, rights, powers, and authority of the Employer not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the Employer.

#### **6.03 - EXEMPTION TO WORK STOPPAGE**

The Union recognizes that the continuity of certain work is imperative to the public service mission of the Employer, and if a work stoppage should occur, management and all other personnel not covered by this Agreement, including guards, firefighters, and other protectors of public safety and health, shall be permitted to perform their respective functions without interference by the Union or its members.

### **ARTICLE 7 - PROTECTION OF RIGHTS**

#### **7.01 - PICKET LINES**

It shall be a violation of this Agreement and it shall be cause for disciplinary action in the event an employee refuses to go through or work behind any primary picket line unless such line is sanctioned by Public Employees Local #71, AFL-CIO, and the participating International Union (Laborers International Union of North America). The Employer specifically retains all of its rights under AS 23.40.200.

#### **7.02 - STRUCK GOODS**

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which the Employer undertakes to perform as an ally of any Employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or person on strike. Nor shall the exercise of any rights permitted by law be a violation of this Agreement, unless such exercise is precluded by this Agreement.

### **7.03 - LOST OR DAMAGED PROPERTY**

Employees shall not be responsible for lost, stolen, or damaged property except in case of proven negligence or deliberate act. This shall include the use of credit cards for any purpose or any other method of giving credit. The Employer shall provide an adequate checking system to protect the Employer and employee.

### **7.04 - CONTRACTING OUT**

The following shall govern contracting and subcontracting, involving the performance of work of classifications covered by this Agreement, which would directly result in the layoff of permanent or probationary employees covered by this Agreement.

A. Prior to the contracting or subcontracting of any work covered by this Agreement which would result in the layoff of permanent or probationary employees, the Employer agrees to conduct a cost efficiency study. Unless the study shows that the work can be performed by the contractor or subcontractor with less cost to the Employer, no permanent/probationary employee shall be laid off and replaced by contracted or subcontracted work.

The Employer shall require the contractor or subcontractor to pay the hourly wage rates established in the Agreement for all such work, plus an additional two dollars and fifty-five cents (\$2.55) for each compensable hour worked as "in lieu of" benefits. It is agreed that the above-mentioned "in lieu of" amount will be reduced only by the amount of actual cost of benefits paid by the contractor or subcontractor. To insure compliance with this section, the Employer will require the contractor or subcontractor to furnish a certification of wages and/or any certified cost of benefits paid upon written request. Such certified information shall be furnished to the Union upon reasonable written showing of suspected noncompliance. In addition, the Employer shall furnish to the Union, a copy of each new or renewal contract. If the contractor or subcontractor is found to be out of compliance, the Employer agrees to take all reasonable steps to enforce the requirements of this section, including without limitation, terminating the contract or subcontract if compliance cannot be otherwise obtained.

All work performed on motor vehicles which is typically associated with work done by private service stations (e.g. tires, lights, fan belts, wipers, etc.) shall be free from the requirements of this section. Other vehicle repair and overhaul service work shall be performed in State facilities except in extreme emergencies. All State-owned vehicles shall contain a maintenance/repair instruction packet outlining the foregoing language.

B. Nothing in this Agreement will invalidate nor supersede AS 35.15.010 or AS 19.10.170.

### **7.05 - OVERLOADS**

In the event an employee is arrested with an overload, the Employer shall pay all fines upon conviction, and the employee shall be paid for the time spent in service of the Employer, provided the employee has not loaded the cargo contrary to the instructions of the supervisor.

### **7.06 - REVOCATION OF LICENSES**

In the event an employee suffers a revocation of his/her license because of violations of any Federal, state, or city law by the Employer, the Employer shall provide suitable and continued employment for such employee, at not less than the employee's hourly rate of pay at the time of revocation of the employee's license, for the entire period of revocation of the license. The employee shall be reinstated to the seniority the employee held prior to revocation of the employee's license, after the employee's license is restored.

### **7.07 - NO STRIKE/LOCKOUT**

The parties agree that there will be no strikes or lockouts during the life of this Agreement.

### **7.08 - LICENSES**

Each employee shall be responsible for obtaining and retaining all mandatory licenses and

certifications necessary to perform the duties of his/her position. If a new licensing or certification provision is imposed by statute or regulation on current employees, the State shall pay for the initial license/certification fee provided the employee obtains the license or certification prior to the deadline established by statute or regulation. All future renewals shall be the sole responsibility of the employee.

Employees who were grandfathered under the 1992/94 agreement and had licenses or certifications paid for by the Employer, shall continue to have those licenses or certifications paid for so long as they remain in their current position or a position which requires the license or certification.

The parties recognize that there are certain licenses/certifications which are required for the convenience of the Employer. In such cases, the Employer shall pay for necessary training and license/certification fees.

## **ARTICLE 8 - SEPARATION FROM STATE SERVICE/DISCIPLINE**

### **8.01 - DISCIPLINE**

The Employer retains the right to discipline or suspend an employee for just cause but agrees that the Union steward or a paid Union representative shall be notified in writing concurrent with written notice to the employee. The Employer further agrees that the Union steward or representative shall be present, if requested by the employee, during all stages of conduct of hearings determining such matters.

The following provision shall apply only to employees in positions that require the employee to possess a commercial driver's license (CDL) and who are subject to testing for drugs and alcohol under the provisions of title 49, Code of Federal Regulations.

- A. Employees who test positive for illegal drugs as defined in the Code of Federal Regulations shall be suspended for a minimum of ninety (90) days without pay as discipline. More severe discipline is subject to the just cause standard.
- B. Employees who test positive a second time for illegal drugs will be considered for immediate dismissal, subject to the just cause standard.
- C. The Union reserves the right to challenge the validity of the urinalysis and reporting under the provisions of Article 9.

### **8.02 - DISCHARGE**

The Employer retains the right to discharge a permanent employee for just cause such as incompetence, unsatisfactory performance of duties, and unexcused absenteeism. The Employer further agrees that the Union steward and the Union office in the employee's district shall be notified immediately by copy of the written notice to the employee giving the reason(s) for such discharge. The Employer further agrees that with the exception of intoxication, dishonesty, gross disobedience, aggressive physical assault, or abandonment of duties, all permanent employees shall be given two (2) weeks notice or two (2) weeks pay prior to discharge. Employees other than permanent employees discharged or terminated under the provisions of this section shall have appeal rights through Step Three of the grievance procedure.

### **8.03 - RESIGNATION**

All permanent employees shall give the Employer two (2) weeks notice in writing, except in emergencies, before leaving their employment. The subsequent referral of an employee not meeting this requirement may be refused by the Employer for a ninety (90) day period

commencing on the last working day of the employment period for which the required two (2) weeks notice was not received.

#### **8.04 - TERMINATION/LAYOFF SLIPS**

It shall be mandatory that the Employer furnish each employee a termination or layoff slip showing the actual reason for termination or layoff. Employees in year-round service will receive two (2) weeks notice prior to layoff or two (2) weeks pay in lieu thereof. The Employer will make every effort to provide employees in seasonal service with two (2) weeks notice prior to layoff.

### **ARTICLE 9 - GRIEVANCE PROCEDURES**

#### **9.01 - GRIEVANCES**

A grievance shall be defined as any controversy or dispute arising between the Union or an employee of the bargaining unit and the Employer. Having a desire to create and maintain labor relations harmony, the parties agree that they will promptly attempt to adjust all complaints, disputes, controversies, or other grievances arising between them involving questions of interpretation or application of the terms and provisions of this Agreement, or other controversy or dispute having occasion to arise between the parties. If differences or disputes of any kind arise between the Union or the employee covered herein and the Employer, the Union or the aggrieved employee, as the case may be, shall use the following procedure as the sole means of settling said difference, dispute, or controversy.

Disciplinary Grievances: Any grievance resulting from a dismissal, demotion for cause, or suspension in excess of thirty (30) days shall be entered into the procedure at Step Two and must be brought to the attention of the Employer through the Union within ten (10) working days of the effective date of the action or the date the employee is made aware of the action, whichever is later, to receive the assistance of the Union and the use of this grievance procedure.

Step One: Except for disciplinary grievances described above, any dispute must be brought to the attention of the Employer through the Union, consistent with the procedures set forth in this Article, within thirty (30) working days of the effective date of the disputed action or the date the employee is made aware of the action, whichever is later, to receive the attention of the Union and the use of this grievance procedure. The employee may report in writing to the Steward or designated representative of the Union any grievance that arises between the employee and the Employer. The written grievance will be filed with the employee's first line supervisor outside of the Labor, Trades and Crafts bargaining unit by the designated representative for investigation and resolution. The supervisor, with whom the grievance is filed, will provide an answer in writing, any corrective action taken and whether the grievance is denied or granted in total or in part within ten (10) working days.

Step Two: Failing to agree at Step One, the grievance shall be referred in writing to the designated Human Resources Senior Management Consultant of the Management Services Group for the department or agency in which the grievant(s) is (are) employed within ten (10) working days after receipt of a response. The designated Human Resources Senior Management Consultant for that department or agency shall answer the Union representative within fifteen (15) working days in writing.

Step Three: If the grievance cannot be settled as outlined in Step Two, the grievance may be submitted by the Union for settlement to the Commissioner of the Department of Administration within ten (10) working days after completion of Step Two. If the grievance has not been settled in writing within twenty (20) working days after receipt by the Commissioner, either party may proceed to Step Four of this Article if the nature of the grievance falls within the scope of Step Four. Date of receipt shall constitute date of answer. In the event the matter is settled by written

agreement between the Union representative and the Commissioner of the Department of Administration, such written agreement shall have the same force and effect as a decision or award of the arbitrator and shall be final and binding on each of the parties and they will abide thereby. Should either party fail or refuse to abide by the written agreement, the prevailing party shall be free to take whatever action it deems necessary and such action will not be considered in violation of this Agreement.

Step Four: Arbitration. Any grievance which involves the application or interpretation of the terms of this Agreement or is an appeal from demotion or dismissal of a permanent employee, or an appeal from dismissal of a probationary employee holding permanent status in another classification, which is not settled at Step Three may be submitted to arbitration for settlement. If either party desires to demand arbitration, the request must be received in writing within twenty (20) days of the receipt of the completed Step Three grievance. The parties will meet within ten (10) days to strike names.

### **9.02 - BOARD OF ARBITRATION**

Within thirty (30) days of the signing of this Agreement the Employer and the Union will jointly request from the United States Federal Mediation and Conciliation Service (USFMCS) the names of thirty (30) qualified arbitrators. Each party may add up to three (3) names of arbitrators to the list provided from the USFMCS. From the list of thirty-six (36) arbitrators the employer and the Union shall alternately strike from the list one (1) name at a time until eleven (11) names remain on the list. This list of eleven (11) arbitrators shall be used by the parties to select individual arbitrators for arbitration. Either party may, at any time, request a new list of arbitrators during the life of this Agreement.

In the event that arbitration becomes necessary, the arbitrator will be selected by the Union and the Employer by alternately striking names from the list one name at a time until only one name remains on the list. The name of the arbitrator remaining on the list shall be accepted by the parties and arbitration shall commence within sixty (60) calendar days, unless otherwise mutually agreed to by both parties.

During the process of the above procedure, there shall be no strike or lockout which is in any manner related to this grievance. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and as they will abide thereby. The authority of the arbitrator shall be limited to questions directly involving the interpretation or application of specific provisions of this Agreement and no other matter shall be subject to arbitration hereunder. The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement, to change an existing wage rate, or to establish a new wage rate. Should either party fail or refuse to abide by the arbitrator's decision, the prevailing party shall be free to take whatever action it deems necessary, and such action will not be considered in violation of the Agreement.

The arbitrator shall render a decision within thirty (30) days following the final day of the arbitration hearing unless mutually agreed to by both parties. Expenses incident to the services of the arbitrator shall be borne by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable.

### **9.03 - GRIEVANCE - MEDIATION**

Nothing in this article shall preclude the parties from mutually agreeing to submit any grievance(s) not resolved at Step Three to mediation. The mediation agreement shall provide that:

1. Within thirty (30) days of the signing of this Agreement the Employer and the Union will jointly request from the United States Federal Mediation and Conciliation Service (USFMCS) the names of twenty-one (21) qualified mediators. From the list of twenty-one (21) mediators the

employer and the Union shall alternately strike from the list one name at a time until eleven (11) names remain. This list of mediators shall be used by the parties to select individual mediators. This does not prohibit the parties from compiling a mutually acceptable list without the assistance of the USFMCS. A member of the arbitration panel may also serve on the mediation panel; however, if mediation does not resolve the dispute(s), the mediator shall not be selected to hear and decide the matter at Step Four.

2. Neither party shall have more than three persons, including the grievant, present at the mediation.
3. The taking of oaths and the examination of witnesses shall not be permitted nor shall any written or electronic record of the proceeding be made. There shall be no formal evidentiary rules and the mediator shall decide any questions of procedure or of the admissibility of facts or arguments. Documents and other evidence submitted to the mediator shall be returned to the presenting party at the conclusion of the mediation meetings.
4. Comments, opinions, admissions and settlement offers of the parties or of the mediator shall be confidential and shall not be admissible or in any manner referred to in any future arbitration, hearing or other matter.
5. If the grievance(s) remain unresolved at the conclusion of the mediation meeting, the mediator will provide an oral statement to each party regarding how he/she would rule in the case based upon the evidence and argument presented.
6. Expenses incident to the services of the mediator shall be borne equally by the Employer and the Union. Except for the expenses of the mediator, each party shall be responsible for its own costs and fees.
7. Any mediation agreement shall provide for a specific extension of the time frames of Step four of this article, which may be modified by mutual agreement. Except as extended under authority of this provision, all time frames shall apply.
8. The parties may agree to such other provisions as they deem proper and necessary to facilitate resolution of the dispute.

## **ARTICLE 10 - UNION REPRESENTATIVES**

### **10.01 - UNION REPRESENTATIVES**

The Union shall have representatives, as designated by the Business Manager, who shall be authorized to speak for the Union in all matters governed by this Agreement and shall be permitted to visit any work area at any time with advance notice to the person in charge, so long as such visits do not disrupt the work or the employees doing such work.

### **10.02 - SHOP STEWARDS**

In addition to the above, the Union may, upon written notice to the Director of the Division of Personnel and Labor Relations, authorize Shop Stewards from among the employees of the Employer to carry out the intent and purposes of this Agreement. Where practical, the shop steward shall notify their immediate supervisor prior to performing their union duties while at work. Stewards shall suffer no loss in compensation for time spent handling complaints and grievances for up to ten (10) hours per month. All time spent in such activities shall be recorded on a State form which clearly identifies the activity as release time. The Union shall provide to the Director of the Division of Personnel and Labor Relations a current list of all shop stewards every six (6) months.

## **ARTICLE 11 - EXAMINATION OF RECORDS**

Any bargaining unit member or Union representative shall have the right to examine the employee's records pertaining to wages, hours and conditions covered by this Agreement subject to the following:

- A. An employee's employment records, other than those considered confidential under AS 39.25.080, shall be made available by the Employer for inspection by the authorized Union representative upon eight (8) working hours written notice by the Union to the State office where the records are maintained.
- B. Reasonable requests for copies of records as specified in this Article will be honored. The parties recognize that it may become necessary to charge for copies requested at the rate of twenty-five cents (\$.25) per page.

## **ARTICLE 12 - CHECKOFF**

### **12.01 - MEMBERSHIP - UNION DUES**

Whenever an employee coming under the terms of this Agreement executes and delivers to the Union, who will deliver to the Employer, a proper written assignment for the deduction of Union dues/fees and initiation fees from the employee's wages, and the Secretary/Treasurer of the Union notifies the Employer that such Union dues/fees are due, the Employer agrees to make such deductions within thirty-one (31) days from the date of the notification and to remit to the Union the amount so deducted from each. All employees in the bargaining unit on the Employer's payroll on the effective date of this Agreement who have previously executed a proper written assignment shall continue to have their assigned dues/fees and initiation fees deducted from their wages. Upon receipt of a proper written assignment, the Employer shall deduct from the pay of each new employee in the unit such assigned dues and fees for the period specified so long as the employee remains in the unit. Such deductions shall commence not later than the pay period following the first full pay period after proper authorization is received by the State.

"Proper written assignment" shall mean an authorization executed by the employee for deductions of dues and fees in an amount as specified by the Secretary/Treasurer of the Union. The amount of dues and fees to be deducted shall be those amounts as specified to the Directors of the Divisions of Labor Relations and Finance by the Union Secretary/Treasurer. The Secretary/Treasurer of the Union shall notify the Directors of the Divisions of Labor Relations and Finance in writing of any change in dues or fees which require payroll programming changes at least sixty (60) days prior to the effective date of the change. The union shall provide written notice at least thirty (30) days prior to the effective date of any other change in dues or fees.

The Employer agrees to provide to the Union, each pay period, a list of employees showing the amounts deducted from each. This list will also include all employees and their classifications working under the jurisdiction of this Agreement. No other employee organization shall be accorded payroll deduction privileges with regard to this bargaining unit.

All dues and initiation fee assignments executed by employees shall be effective for as long as such employee is employed by the Employer in a position coming within the purview of this Agreement. However, assignments may be canceled by an employee who gives notice in writing to the Employer during the month of July each year.

### **12.02 –VOLUNTARY DONATIONS**

It is agreed between the parties that, following the signing of the collective bargaining agreement, a unit member may authorize and the State will deduct a specified amount to be forwarded to the

Union for the Public Employees Local #71, AFL-CIO Supporting League. The Union will obtain the payroll deduction authorization from each employee who wishes to participate and forward such authorization to the State so that the deduction can be made.

It is agreed that an employee cannot revise the amount to be deducted once the authorization has been received by the State except during the month of January each year. However, an employee may withdraw the authorization at any time by notifying the Division of Personnel in writing at least thirty (30) days prior to the last intended deduction.

The Union will furnish the payroll deduction authorization forms as approved by the State.

## ARTICLE 13 - CLASSIFICATION AND WAGES

### 13.01 - DAILY UPGRADES, TEMPORARY AND SUBSTITUTE APPOINTMENTS

A. **Daily Upgrades.** When the Employer directs an employee to work in a classification other than that held, the employee shall be paid at the higher wage group for the entire shift, provided the employee works at the higher-rated wage group for at least three (3) hours.

B. **Working in a Lower Classification.** When an employee is directed to temporarily work in a lower wage group, the employee shall receive his/her regular rate of pay for all lower rated work performed.

C. **Temporary Appointments.** Selection for appointments for less than thirty (30) consecutive days will be the right of management, other provisions of this contract notwithstanding. Temporary performance by an employee in a higher-rated classification shall not result in a change in classification of a position, unless such temporary work is approved in writing by the Division Director prior to performing the duties and is in excess of thirty (30) consecutive days. In such cases, the change to a permanent classification will be made in accordance with Article 22.02.

D. **Substitute Appointments.** When an employee is temporarily substituting for another employee who is absent from a position in a higher-rated classification and it is known or becomes known that the appointment will exceed thirty (30) consecutive days, the substitute appointment will be made in accordance with Article 22.02, from current employees.

### 13.02 - WAGE SCHEDULE & STEP PLACEMENT

The wage tables shown in Section 13.02.A and 13.04 will be in effect on July 1, 2007, as specified in the table.

A. **Wage Schedule.** Effective July 1, 2007, the following wage schedule will apply to employees in this bargaining unit.

	7/1/07 – 06/30/08		7/1/2008	
	Step A	Step B	Step A	Step B
Wage Group 49	26.30	31.88	26.83	32.52
Wage Group 50	25.11	29.98	25.61	30.58
Wage Group 51	23.86	28.42	24.34	28.99
Wage Group 52	22.55	26.88	23.00	27.42
Wage Group 53	21.08	25.25	21.50	25.76
Wage Group 54	19.77	23.69	20.17	24.16
Wage Group 55	18.72	22.38	19.09	22.83
Wage Group 56	17.68	21.05	18.03	21.47
Wage Group 57	16.78	19.82	17.12	20.22
Wage Group 58	15.83	18.63	16.15	19.00



Wage Group 59	14.94	17.67	15.24	18.02
Wage Group 60	13.99	16.21	14.27	16.53
Wage Group 61	11.83	14.20	12.07	14.48

B. Effective July 1, 2008, Step A and Step B of the wage schedule in effect on June 30, 2008, shall increase by three percent (3%). The parties agree that the Union may give notice during the month of November 2007, of its desire to review wages for the period beginning July 1, 2008. Upon receiving this request, this Article may be reopened for 30 days for the sole purpose of reviewing wages for the period beginning July 1, 2008.

C. **Step Placement Upon Appointment.** On appointment, each new employee will enter the schedule at Step A and shall remain at that Step for one hundred ninety-five (195) days, and shall move to Step B at the beginning of the following pay period. The movement from Step A to Step B shall be extended one month for each twenty-three (23) working days of leave without pay in a leave year.

D. **Step Placement Upon Promotion.** Employees promoted under the provisions of this Agreement will move to the wage range of the higher class at the same step held prior to the promotion.

E. **Step Placement Upon Demotion.** Employees demoted under the provisions of this Agreement will move to the wage range of the lower class at the same step held prior to the demotion.

F. **Step Placement Upon Rehire.** Former employees rehired into a job class in which they held permanent/probationary status for a period of six (6) consecutive months or who are rehired into a lower level class in the same classification series in which permanent/probationary status in that job class was held for six (6) months, within two (2) years immediately preceding their rehire shall be moved from Step A to Step B after thirty (30) calendar days, other provisions of this Agreement notwithstanding. If the employee is on leave without pay while at Step A, the movement to Step B will be delayed one (1) day for each day of leave without pay.

### 13.03 - JOB CLASSIFICATIONS

A. **Classifications.** Management retains the exclusive right to establish the specifications of job classifications regarding skills, abilities, experience, work requirements and duties of job classifications. The job classifications as of the effective date of this Agreement are as follows:

#### Wage Group 49

International Airport Foreman  
Rural Airport Foreman  
Occupational Safety and Compliance Officer  
Safety Inspection and Compliance, Electrical Inspector  
Safety Inspection and Compliance, Elevator Inspector  
Safety Inspection and Compliance, Plumbing Inspector

#### Wage Group 50

Equipment Operator Foreman II  
Maintenance Specialist, Bldg/Facility/Const, Foreman  
Maintenance Specialist, Electrical Utility, Foreman  
Maintenance Specialist, Electrician, Foreman  
Maintenance Specialist, Electronics, Foreman  
Maintenance Specialist, Plumbing, Foreman  
Maintenance Specialist, Traffic Cntrl & Elec Sys, Foreman

**Wage Group 51**

Maintenance Specialist, Bldg/Facility/Const, Journey II/Lead  
Maintenance Specialist, Electrical Utility, Journey II/Lead  
Maintenance Specialist, Electrician, Journey II/Lead  
Maintenance Specialist, Electronics, Journey II/Lead  
Maintenance Specialist, Plumbing, Journey II/Lead  
Maintenance Specialist, Traffic Cntrl & Elec Sys, Journey II/Lead  
Mechanic, Automotive, Foreman II  
Mechanic, Aircraft, Foreman II  
Materials Laboratory Technician, Foreman  
Equipment Operator Foreman I

**Wage Group 52**

Maintenance Generalist, Foreman  
Mechanic, Automotive, Foreman I  
Mechanic, Aircraft, Foreman I  
Equipment Operator, Lead / Journey III  
Materials Laboratory Technician, Specialist/Lead

**Wage Group 53**

Maintenance Generalist, Lead  
Maintenance Specialist, Bldg/Facility/Const, Journey I  
Maintenance Specialist, Electrical Utility, Journey I  
Maintenance Specialist, Electrician, Journey I  
Maintenance Specialist, Electronics, Journey I  
Maintenance Specialist, Plumbing, Journey I  
Maintenance Specialist, Traffic Cntrl & Elec Sys, Journey I  
Food Service, Foreman  
Driller, Journey  
Mechanic, Automotive, Advanced Journey/Lead  
Mechanic, Aircraft, Advanced Journey/Lead  
Equipment Operator, Journey II  
Materials Laboratory Technician, Journey  
Stock & Parts Services, Lead  
Survey, Lead

**Wage Group 54**

Maintenance Generalist, Journey  
Driller, Sub-Journey  
Mechanic, Automotive, Journey  
Mechanic, Aircraft, Journey  
Equipment Operator, Journey I  
Engineering Technician, Journey  
Materials Laboratory Technician, Sub-Journey IV  
Stock & Parts Services, Journey II  
Survey, Journey

**Wage Group 55**

Engineering Technician, Sub-Journey III  
Stock & Parts Services, Journey I

**Wage Group 56**

Maintenance Generalist, Sub-Journey I

Food Service, Lead  
Mechanic, Aircraft, Sub-Journey  
Mechanic, Automotive, Sub-Journey  
Equipment Operator, Sub-Journey II  
Materials Laboratory Technician, Sub-Journey III  
Survey, Sub-Journey II

**Wage Group 57**

Food Service, Journey  
Environmental Services, Foreman  
Engineering Technician, Sub-Journey II  
Materials Laboratory Technician, Sub-Journey II  
Stock & Parts Services, Sub-Journey

**Wage Group 58**

Maintenance Generalist, Sub-Journey II  
Environmental Services, Lead  
Equipment Operator, Sub-Journey I  
Survey, Sub-Journey I

**Wage Group 59**

Engineering Technician, Sub-Journey I  
Materials Laboratory Technician, Sub-Journey I

**Wage Group 60**

Environmental Services, Journey I

**Wage Group 61**

Food Service, Sub-Journey  
Environmental Services, Journey I

This list is subject to modification during the life of this Agreement.

Classification disputes are not subject to the grievance and arbitration provisions of Article 9 except as provided in Sections B and D below.

**B. Bargaining Unit Placement and New Classifications.** It is recognized that all new positions (PCNs) and classifications created by the Employer should be placed in the appropriate bargaining unit.

Subsequent to the effective date of this Agreement, the Union Business Manager shall be notified of all new classifications created within ten (10) days of such action and such notifications shall include the class specifications and wage grade assignment. If the Union disagrees with the wage grade assignment of a new job class, it must notify the Director of Personnel in writing of its objections within thirty (30) days. The notice must include an analysis and rationale of the disagreement and detailed information regarding the duties, responsibilities and wage rates of comparable classifications in the public or private sector in Alaska or the Pacific Northwest. Within fifteen (15) days of receipt of the Union's objections, the parties shall meet and confer. If disputes regarding the wage grade assignments of job classes are not resolved within thirty (30) working days, the Union may request arbitration. The arbitrator shall be selected from the panel provided in Article 9. The arbitrator shall have no authority to establish a new wage grade; the arbitrator's authority shall be limited to a determination of the proper wage grade assignment for specific job classes. The arbitrator's award shall be consistent with merit system principles as articulated at AS 39.25.010.

Both parties recognize that the Labor Relations Agency shall retain its usual authority to make

determinations of unit classification assignments. No filled position (PCN) shall be changed to a bargaining unit outside this bargaining unit without written notification to Local 71 of such action concurrent with the notification to the department. If the Union does not notify the Employer within ten (10) working days from the receipt of notification of its intent to challenge, the Employer will be free to take the proposed action. If the Employer changes a vacant position (PCN) to a bargaining unit outside this bargaining unit, Local 71 shall be notified concurrently with such action.

**C. Reallocation of a Position.** An employee occupying a position that is reallocated to a classification at a lower wage group will be placed at the most advanced step providing a lesser wage rate, but the salary will remain frozen at the former rate until earned step advancements or adjustments to the wage schedule cause the rate to exceed the frozen rate. The frozen rate may be paid for the duration of this Agreement after which it will revert to the rate for the assigned step. An employee occupying a position which is reallocated to a classification which carries a higher pay range and who continues in the same position shall enter the new range at Step A or the lowest step that does not result in a decrease in pay.

As the result of a reallocation action from outside the bargaining unit, the incumbent of the position shall be appointed to the position as of the effective date of the reallocation action.

**D. Classification Reviews.**

1. When the Union believes a position is improperly classified, the Union shall submit an updated position description and information regarding the duties and responsibilities of the position to the departmental Division of Personnel Classifications Manager with a copy to the Director of the Division of Personnel. Within thirty (30) days of receipt the department shall submit its written analysis and recommendation to the Director with a copy to the Union. If the department fails to respond within thirty (30) days, the Union may advance the request to the Director within five working days of the due date. If the Union does not agree with the department's recommendation, it must notify the Director of its specific disagreement within twenty (20) working days of the date the recommendation was received.

2. Within thirty (30) days from receipt of the department's recommendation or thirty (30) days from the date the request was advanced by the Union, the Director shall review the position description in conjunction with existing class specifications, and issue a decision. If the Union does not agree with the Director's decision, it must request arbitration within ten (10) working days of the date the decision was due or received, whichever is earlier. Absent a notice of objection from the Union, any change in job class allocation shall be effective the pay period following the Director's decision.

The arbitrator shall be selected from the panel provided in Article 9. The parties shall make every effort to schedule arbitration within sixty (60) days of the arbitrator's selection. The arbitrator has no authority to establish a new wage group or a new job class. The arbitrator's authority shall be limited to a determination of the proper job class allocation. The arbitrator's award shall be consistent with the merit system principles at AS 39.25.010. Any change in job class allocation shall be effective the pay period following receipt of the arbitrator's award.

3. No more than one (1) request may be submitted for a position in any twelve (12) month period unless substantial changes in duties have occurred.

4. The time frames contained herein may be altered by mutual agreement of the parties.

**13.04 - SERVICE BONUS**

Two service bonus steps, labeled Step C and Step D, shall be added to the wage scale provided in Section 13.02. An employee with seven (7) years of continuous probationary/permanent service with the Employer who has been at Step B of his or her current wage group for at least

two (2) years shall be paid at Step C commencing on the first (1<sup>st</sup>) day of the pay period following the fulfillment of the service requirement.

An employee with nine (9) years of continuous probationary/permanent service with the Employer who has been at Step C of his or her current wage group for at least two (2) years shall be paid at Step D commencing on the first day of the pay period following the fulfillment of the service requirement.

The movement from Step B to C, from Step C to D, and from Step D to E shall be extended one (1) month for each twenty-three (23) working days of leave without pay in a leave year.

A percentage based service bonus system is adopted. The percentages shall be three percent (3%) above Step B for Step C; three percent (3%) above Step C for Step D and beginning July 1, 2002, a new Step E three percent (3%) above Step D for employees who have been employed by the State of Alaska for 15 or more years and have been in Step D for at least two (2) years.

Following are the wage rates for Steps C, D and E are effective on the following dates:

	7/1/07 Step C	Step D	Step E	7/1/08 Step C	Step D	Step E
Wage Group 49	32.84	33.83	34.84	33.50	34.51	35.55
Wage Group 50	30.88	31.81	32.76	31.50	32.45	33.42
Wage Group 51	29.27	30.15	31.05	29.86	30.76	31.68
Wage Group 52	27.69	28.52	29.38	28.24	29.09	29.96
Wage Group 53	26.01	26.79	27.59	26.53	27.33	28.15
Wage Group 54	24.40	25.13	25.88	24.88	25.63	26.40
Wage Group 55	23.05	23.74	24.45	23.51	24.22	24.95
Wage Group 56	21.68	22.33	23.00	22.11	22.77	23.45
Wage Group 57	20.41	21.02	21.65	20.83	21.45	22.09
Wage Group 58	19.19	19.77	20.36	19.57	20.16	20.76
Wage Group 59	18.20	18.75	19.31	18.56	19.12	19.69
Wage Group 60	16.70	17.20	17.72	17.03	17.54	18.07
Wage Group 61	14.63	15.07	15.52	14.91	15.36	15.82

**13.05 - SUBSISTENCE**

Subsistence shall be calculated as a daily rate according to geographic location and only at permanent work locations at two dollars and thirty-eight cents (\$2.38) per day times step due district for eligible employees in Wage Groups 61 through 56 and two dollars and fifty-three cents (\$2.53) per day times step due district for those eligible employees in Wage Groups 55 through 49. It is agreed that the rate of two dollars and twenty-five cents (\$2.25) per day shall remain in effect for those employees stationed outside Alaska.

Further, subsistence will be converted to an hourly rate and added to the employee's hourly rate as determined by Sections 13.02 and 13.04. The conversion shall be as follows:

	daily rate
x (times)	steps due district
x (times)	7
/ (divided by)	37.5.

The Election Districts used below are those designated by the Proclamation of Reapportionment Redistricting of December 7, 1961, and retained for the House of Representatives by proclamation of the Governor September 3, 1965.

Illustrative Place Name	House Elections Districts	Steps Above Pay Plan
Ketchikan	1	0
Prince of Wales	1	1
Wrangell-Petersburg	2	1
Sitka	3	1
Juneau	4	0
Icy Strait-Lynn Canal	5	2
Yakutat	5	4
Cordova	6(a)	4
Valdez	6(b)	5
Palmer-Wasilla	7	1
Cascade <sup>1</sup>	7(a)	2
Anchorage	8	0
Seward	9	2
Kenai-Cook Inlet	10	2
Kodiak	11	3
Aleutian Islands	12	8
Bristol Bay	13	8
Bethel	14	8
Yukon-Kuskokwim <sup>2</sup>	15(a)	9
Nenana-Cantwell-Healy-Livengood-Manley	15(b)	7
Fairbanks (South of Arctic Circle)	16(a)	4
Eagle, Chicken, Circle, 40 Mile, Tok, Delta, Trimms Camp, Northway	16(b)	5
Fort Yukon (North of Arctic Circle)	16(c)	9
Barrow-Kobuk	17	9
Nome	18	8
Wade-Hampton	19	8
Outside Alaska		-4

1. It is agreed as Talkeetna, Chulitna and Willow shall be considered to be in District 7(a) for subsistence purposes.

2. It is agreed as Seven Mile Camp shall be considered to be in District 15(a) for subsistence purposes.

**13.06 - PREMIUM PAY**

A. Overtime. An employee shall be paid overtime for all work in excess of eight (8) hours of work in any one day and forty (40) hours of work in any one (1) week, at one and one-half (1.5) times the basic rate of pay.

For all work performed on the employee's first or second scheduled day off, one and one-half (1.5) times the basic rate of pay shall be allowed. However, for all work on the seventh (7<sup>th</sup>) consecutive day of work, two (2) times the basic rate of pay shall be allowed.

For purposes of clarification it is agreed that the employee's first scheduled day off begins twenty-four (24) hours following the scheduled start time of the employee's last shift of work for that workweek and the employee's second day off begins forty-eight (48) hours following the scheduled start of the employee's last shift of work for their workweek. An employee shall receive two (2) times the basic rate of pay for all hours of work performed between the forty-eighth (48<sup>th</sup>) hour described herein and the start of the employee's next regularly scheduled

shift, provided the employee is working a standard workweek of five (5) consecutive days followed by two (2) days off and the employee worked on the employee's first scheduled day off.

Overtime shall not be compulsory (except in dire emergency) and shall be distributed as evenly as possible among those employees desiring to work the overtime. Overtime and holiday pay shall not be pyramided or duplicated. Hours paid at an overtime rate shall only be credited once in the calculation of hours in the workweek for overtime purposes.

**B. Holiday Pay.** All work performed on holidays shall be paid at one and one-half (1.5) times the basic rate of pay in addition to holiday pay. Overtime and holiday pay shall not be pyramided or duplicated. Hours paid at an overtime rate shall only be credited once in the calculation of hours in the workweek for overtime purposes.

**C. Shift Differential.** All bargaining unit members who work a swing shift beginning between 11 a.m. and 7:59 p.m. are entitled to three and three quarters percent (3.75%) of the employee's base hourly rate for each hour worked on that daily shift.

All bargaining unit members who work a graveyard shift beginning between 8 p.m. and 5:59 a.m. are entitled to seven and one-half percent (7.50%) of the employee's base hourly rate for each hour worked on that daily shift.

For the purposes of this section, the starting time of the employee's regular shift, excluding overtime hours, shall determine eligibility for shift differential. All hours worked from the beginning of the employee's regular shift until the starting time of the employee's following regular shift shall be paid shift differential at the same differential rate including those hours worked on the employee's regular scheduled days off.

**D. Hazard Pay.** Employees who are required to work under dangerous conditions shall receive hazard pay of seven and one-half percent (7.50%) in four (4) hour increments so worked. Dangerous conditions shall be defined as:

1. Working at heights more than twenty-five (25) feet above ground on towers, bridgework, and antennas.

2. Handling explosives so designated by the Employer or involved in some related activity which has been so designated by the Employer.

3. Transportation by or working under a helicopter required by the Employer.

4. Direct involvement in the clearing of an avalanche from the roadway (limited to equipment operators and spotters).

### **13.07 - PROBATIONARY PERIODS**

The probationary period for classifications in this bargaining unit shall be six (6) months, except that the parties may mutually agree to extend the probationary period by up to two (2) additional months. The probationary period will be extended one (1) month for each accumulation of twenty-three (23) working days of leave without pay within a leave year.

**A.** Each new employee appointed to a permanent position shall be hired as a probationary employee. Upon completion of the probationary period, the employee shall be considered a permanent employee and shall have seniority from the date of hire. Accrual and use of personal leave, holiday pay, retirement benefits, health and welfare coverage and other conditions of employment shall be subject to other provisions of this Agreement.

**B.** A permanent employee who is promoted to a classification in a higher wage group or appointed to a different classification at the same wage group or a different class series at a

lower wage group will serve a probationary period in the new classification. Such employee, however, will retain permanent status in the class the employee left.

C. A probationary employee who is promoted to a classification in a higher wage group or is appointed to a different classification at the same wage group will serve a probationary period in the new classification with the time in the previous class not being considered toward permanent status in either case.

D. If an employee is notified of failure to complete the new probationary period, he/she shall be returned to a vacant position in the previous classification. If there is no vacant position the Employer intends to fill, the provisions of Section 22.04 shall apply.

### **13.08 - NONPERMANENT EMPLOYEES**

The Employer may elect to appoint a full-time or part-time nonpermanent employee subject to AS 39.25.195-39.25.200. If a nonpermanent employee is appointed to a permanent position, the duty station seniority shall be counted from the original date of hire providing such combined service is continuous. Nonpermanent employees shall be entitled to step placement in accordance with Section 13.02.B. Nonpermanent employees shall be entitled to subsistence in accordance with Section 5 of this Article. Time served as a nonpermanent employee shall not count towards probationary credit.

A nonpermanent employee is not entitled to accumulate or use paid leave, health and accident insurance, pension benefits or other benefits except when other benefits are expressly provided for nonpermanents in this Agreement. In lieu of such entitlements, each nonpermanent employee shall receive one dollar and sixty-five cents (\$1.65) for each compensable hour worked.

Nonpermanent employees shall be covered by the holiday and overtime provisions of this Agreement. If a nonpermanent employee is in work status on a designated floating holiday, then the employee is entitled to either another scheduled day off with pay, or an additional day's pay at the straight-time rate for the employee's regularly scheduled hours of work on the holiday.

Nonpermanent part-time employees working five (5) days per week will be paid holiday pay as provided by Article 18.03 according to the hours they are normally scheduled to work. Nonpermanent part-time employees working less than five (5) days per week will be paid holiday pay according to the hours they are normally scheduled to work on the day on which the holiday falls.

Nonpermanent employees reporting to work and not put to work shall receive four (4) hours pay or their regular shift, whichever is less, at their regular straight-time rate unless notified not to report at the end of their previous shift or two (2) hours prior to the start of the shift. If the second half is started, then a whole shift shall be allowed or their regular shift, whichever is less.

### **13.09 - PERMANENT PART-TIME EMPLOYEES**

The Employer may establish a fixed reduced work schedule for an employee on a continuing basis when the employee accepts such employment or agrees in writing to the reduced work schedule in advance.

Increases or decreases to this fixed reduced work schedule may be made with fifteen (15) days written notice to the affected employee. If the affected employee is unable to accept a reduction to his/her part-time work schedule, a layoff in accordance with Article 22 may result.

Permanent part-time employees working five (5) days per week will be paid holiday pay as provided by Section 18.03.B according to the hours they are normally scheduled to work. Permanent part-time employees working less than five (5) days per week will be paid holiday pay according to the hours they are normally scheduled to work on the day on which the holiday falls.



Benefits for personal leave and retirement pensions pursuant to pertinent statutes and regulations shall accrue proportionate to the benefits for full-time service.

Permanent part-time employees will be covered by the overtime provisions of this Agreement. Work in excess of the permanent part-time employee's regular schedule shall not be compulsory (except in dire emergency) and shall be distributed as evenly as possible among those employees desiring to work the additional hours.

### **13.10 - EMERGENCY EMPLOYEES**

An emergency employee is one who is employed for not more than thirty (30) calendar days. The emergency employee is entitled to be paid the hourly rate specified in this Agreement. Emergency employees may be employed directly by the Employer with notice to the Union office of the names and locations of the employees. Emergency employees are not subject to other terms and conditions of this Agreement, except for overtime provisions.

Appointments of emergency employees shall be governed in accordance with AS 39.25.195-39.25.200, and the rules, regulations, policies and procedures adopted under the authority provided therein.

### **13.11 - TRAINING**

It is understood and agreed that both parties will consider each training program individually and reach mutual agreement on wages and conditions implemented.

It is understood and agreed that the parties will meet within thirty (30) days of the signing of this Agreement to identify training needs and establish a policy and procedure for training employees in this bargaining unit.

### **13.12 - LONGEVITY**

AS 39.27.022 shall not apply to employees in the Labor, Trades and Crafts Unit.

## **ARTICLE 14 - WORKING RULES**

### **14.01 - WORKWEEK**

The workweek shall consist of thirty-seven and one-half (37.5) hours within five (5) consecutive days, and all permanent full-time employees shall be guaranteed a full workweek provided they are ready, willing and able to work, unless suspended, on layoff or leave without pay.

It is understood and agreed between the parties that at a duty station where workweek schedule changes are necessary, the requirement of five (5) consecutive days shall be invalid for a fourteen (14) day period provided, however, that the employee shall be guaranteed seventy-five (75) hours of work in that fourteen (14) day period. This provision applies only during a workweek schedule change period. However, in no instance will an employee be required to work more than seven (7) consecutive days at straight-time as a result of workweek schedule changes.

When shift changes are required, the affected employees will receive reasonable notice of the shift change.

### **14.02 - STARTING TIMES**

The Employer shall establish regular starting times for each operation and may adjust those starting times up to two (2) hours without discussion or agreement of the parties. The Employer will not make such changes more frequently than twice per month without mutual agreement.

### **14.03 - CALL BACK**

- A. When an employee is called back to work within four (4) hours after the completion of the employee's regular shift, the employee shall be paid for such hours worked at the appropriate overtime rate. If the employee is called back to work later than four (4) hours after the completion of the employee's shift, the employee is entitled to a minimum of four (4) hours pay at the appropriate overtime rate. If the hours worked exceed four (4), the employee shall be entitled to overtime pay for all such hours worked. If the employee is called out more than once in one four (4) hour period, a new call-out shall not be established.
- B. When an employee is called to work within four (4) hours prior to the start of the employee's regular shift, the employee shall be paid for such hours worked at the appropriate overtime rate. If the employee is called to work more than four (4) hours prior to the start of the employee's regular shift, then 14.03(A) applies.
- C. Minimum call back guarantees do not apply when the additional work assignment has been scheduled and the employee has been notified prior to the completion of the employee's shift. In such cases, the employee shall be paid for all hours worked at the appropriate rate of pay.

#### **14.04 - ON CALL**

When employees are ordered to remain at home, or periodically report their whereabouts, and be available for immediate recall, their name shall be placed on an on-call roster. Assignments to an on-call roster shall be, insofar as it is possible, equitably rotated among employees normally required to perform the anticipated duties. Nothing in this Article shall preclude the assignment of an individual to an on-call roster whose knowledge, skills and abilities makes that employee the most logical choice for the call out tasks. An employee who is assigned to an on-call roster, for each calendar day or portion of a calendar day of such assignment, shall be paid one (1) straight-time hour at the employee's base hourly rate. The daily rate of compensation shall be in addition to pay for hours worked.

#### **14.05 - STANDBY**

When employees are required to standby because of temporary breakdown or shortage of materials, temporary weather conditions, or for any other cause beyond their control, no time shall be deducted from this period and the finishing time or shift shall not be extended to make up the lost time.

#### **14.06 - TIDAL OPERATIONS**

When it is necessary to work with the tide, any such working hours may be changed at the option of the Employer to meet tidal conditions; however, when these conditions make it impossible for full shift operations, the employees shall be paid for a full shift regardless of whether a full shift is worked. No split shift which extends into the next tide shall be worked except at the overtime rate.

#### **14.07 - ORDERS**

- A. Authority for orders to employees covered by this Agreement will be to the employees by a management representative through a foreman or leadman, where there is a foreman or leadman as required by paragraphs B and C of this section.
- B. When four (4) or more employees, except for laborers (includes laborers, custodians and helpers in a variety of job classifications performing unskilled and semiskilled work) in public buildings, are employed on the same shift as a crew, one (1) shall be selected by the Employer as a working leadman and shall be paid seventy-five cents (\$0.75) per hour above the employee's base hourly rate for all such hours of supervision. Management may appoint a working leadman in situations where there are less than four (4) employees and the leadman shall be paid according to this section.
- C. When eight (8) or more employees are employed on the same shift as a crew in an immediate area, one (1) shall be selected as a foreman to direct the work and shall be paid an

additional one dollar and fifty cents (\$1.50) per hour above the employee's base hourly rate for all such hours of supervision provided that the designated employee does not currently hold a foreman position.

D. The appointment of such foreman or leadman will be the right of management, other provisions of the contract notwithstanding, and shall not result in a permanent wage change.

## **ARTICLE 15 - TRAVEL AND MOVING**

### **15.01 - TRAVEL STATUS**

An employee shall be considered in travel status from the time an authorized trip begins until it ends. For purposes of interpretation, travel status will begin and end when the employee leaves and returns to his/her duty station if travel begins and ends during assigned working hours, or when the employee leaves and returns to his/her home if travel begins and ends outside assigned working hours.

No employee shall be required to travel for more than forty-eight (48) hours from the employee's duty station without prior authorization and travel advanced funds, based on the travel status requested by the Employer and applicable per diem rates.

Travel entitlements shall be paid in accordance with the Fair Labor Standards Act, except as provided in this section. However, if travel is outside of an employee's regularly scheduled hours of work and not in conjunction with the day's work, the employee shall be paid straight time for all such travel up to a maximum of two (2) hours. If travel on a regularly scheduled day off is outside the employee's normal work hours, the employee shall receive straight time for all such travel up to a maximum of two (2) hours.

Article 14.03 (Call Back) and Article 14.04 (On Call) do not apply during travel time; however, employees may be required to work as necessary for vehicle loading, unloading or repositioning during time in travel status.

### **15.02 - LODGING ALLOWANCE**

A. When an employee is in travel status overnight on State business away from their duty station and quarters are not furnished, the Employer shall provide a lodging allowance in accordance with the following schedule. As to any one location assignment, the first thirty (30) days will be at the short-term rate and the day after that at the long-term rate.

Region	Location	Peak Season Rates 05/16 - 09/15		Off Season Rates 09/16 - 05/15	
		Short -Term	Long-Term	Short-Term	Long-Term
1	Southeast Alaska	\$74.00	\$44.40	\$64.00	\$38.40
2	Southcentral Alaska	79.00	47.40	59.00	35.40
3	Interior Alaska	64.00	38.40	54.00	32.40
4	Southwest Alaska	64.00	38.40	60.00	36.00
5	Barrow, Kotzebue	64.00	38.40	60.00	36.00

A bargaining unit member may request advance approval of the department head or his/her designee to receive a higher lodging allowance (consisting of actual hotel cost) on a trip-by-trip basis whenever the circumstances of travel are such that the established rate is not adequate to obtain lodging. Such requests will normally contain bulletins, agendas, etc., denoting prearranged lodging, and shall not be unreasonably denied.

When employees are assigned to temporary duty stations that do not meet camp requirements,

the lodging allowance shall be reduced by ten dollars (\$10) per day. The Employer will furnish heat, light, adequate cooking, sleeping and lavatory facilities. This does not apply to Article 21.08.

B. An employee, who is assigned to work a distance of more than fifty (50) miles away from their permanent duty station, is entitled to a commuting allowance in lieu of a lodging allowance if they choose to return to their residence on their own time rather than obtaining overnight lodging at their travel destination. The commuting allowance shall be equal to ninety percent (90%) of the applicable lodging allowance (short-term or long-term depending on the duration of the assignment).

The Meal and Incidental Expense Allowance for that day shall be paid in accordance with Article 15.03.

No mileage or travel pay will be paid for an employee's travel to or from their residence except for the initial assignment to and final return from a temporary work site.

C. An employee shall receive a lodging allowance for all travel outside the State of Alaska in accordance with the Alaska Administrative Manual.

### **15.03 - MEAL & INCIDENTAL EXPENSE ALLOWANCE**

When an employee is traveling between work assignments or is temporarily assigned to work a distance of more than fifty (50) road miles away from their regularly assigned work location, the employee is entitled to a meal and incidental expense (M&IE) allowance in accordance with section 60.250 of the Administrative Manual. In no event will the M&IE rates be less than the following schedule:

	<u>Short-term Rate</u>	<u>Long-term Rate</u>
Breakfast	\$12.00	\$7.00
Lunch	16.00	9.00
Dinner	32.00	17.00
Daily Allowance	\$ 60.00	\$ 33.00

On the day of departure and return, the employee is entitled to a prorated M&IE allowance if the employee is in travel status at least three consecutive hours during a normal meal period.

Normal meal periods are:

Breakfast	midnight to 10:00 a.m.
Lunch	10:00 a.m. to 3:00 p.m.
Dinner	3:00 p.m. to midnight.

Employees in travel status for less than twenty-four (24) hours but more than ten (10) hours who return to their residence and/or duty station rather than obtaining overnight lodging at their travel destination are entitled to a M&IE allowance of one-half the daily M&IE allowance for the destination.

An employee shall receive an M&IE allowance for all travel outside the State of Alaska in accordance with the Alaska Administrative Manual.

### **15.04 - REIMBURSABLE TRAVEL EXPENSES**

Whenever an employee is required to change their place of residence because of a change in assignment, promotion or other reasons related to the employee's duties, the employee shall be reimbursed for transportation expenses in accordance with Section 60.360 of the Alaska Administrative Manual.

In cases of new hires to duty stations not on the connected highway system or ferry system, one-way airfare for the employee only will be furnished.

#### **15.05 - REIMBURSABLE MOVING EXPENSES**

Employees shall be reimbursed for moving expenses in accordance with Section 60.350 of the Alaska Administrative Manual. Transfer between duty stations and travel in exercising retention rights at the employee's option will be at the employee's expense.

#### **15.06 - TRAVEL INSURANCE**

The Employer shall insure the life of every employee against accidental death while in travel status away from their duty station in the amount of one hundred thousand dollars (\$100,000.00) at no cost to the employee. The employee shall name the beneficiary.

#### **15.07 - PRIVATE VEHICLE USE**

Any reimbursement for mileage for the use of the employee's privately owned vehicle shall be made pursuant to the Alaska Administrative Manual at the time of travel.

#### **15.08 - PRIVATELY OWNED AIRCRAFT**

From time-to-time it is mutually beneficial to have employees use their private aircraft in the course of State business. When the use of an employee's privately owned aircraft is authorized in advance by the Employer, reimbursement shall be one dollar-seven cents (\$1.07) per mile or such higher amount authorized in accordance with Section 60.090 of the Alaska Administrative Manual at the time of travel.

### **ARTICLE 16 - TIME CARDS**

Corrections to the time-card hours and subsequent pay adjustments may be made and bargaining unit members will be notified by a copy of any alterations of their time card. All alterations will be made in a manner that does not obliterate or obscure the original time as reported by the employee. Copies of the employee's time cards shall be made available by the Employer for inspection by the employee or authorized Union representative upon eight (8) working hours written notice by the Union to the State office where the records are maintained. The Employer shall not be required to keep time cards over sixty-five (65) days. Employees having a discrepancy on their time card must bring same to the attention of the Union within thirty (30) days after such discrepancy.

### **ARTICLE 17 - PAY PROCEDURES**

#### **17.01 - PAYDAY**

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

If the employee who elects to receive their paycheck at home or at work does not receive their paycheck on payday or within twenty-four (24) hours of the close of business on payday, the employee shall be entitled to penalty pay of forty dollars (\$40.00) per day for each day the check is late excluding Saturdays, Sundays and holidays to a maximum of four hundred dollars (\$400.00), provided the employee files notice with the Employer on forms provided by the State within the next regular day of business. Failure to provide notice to the Employer within the specified time period will forfeit claim for penalty pay until the date of written complaint to the Employer.

- A. The Employer shall itemize all deductions except deferred compensation on regular paychecks so employees can clearly determine the purposes for which amounts have been withheld and shall include the number of straight-time hours, overtime hours, dues deductions and basic rate per hour paid.
- B. All mailed checks shall be considered paid timely if postmarked three (3) days prior to the due date.

#### **17.02 - PAY SHORTAGES**

Verified pay shortages shall be paid promptly after receipt of the employee's complaint in accordance with Section 17.01 and no later than fifteen (15) days after the written complaint is received on forms provided by the State.

It is agreed that pay shortages of twenty-five dollars (\$25.00) or less are exempt from this provision. However, it is agreed that such verified pay shortages will be paid by the next regular payday following receipt of the notice by the Employer or within the fifteen (15) days described above, whichever is later. If not paid within the prescribed period, the penalties as set forth in Section 17.01 shall apply. Date of mailing of the verified pay shortage shall constitute date of payment.

#### **17.03 - TERMINATION PAY**

When an employee is terminated, the employee's wages less terminal leave and retirement contributions, become due immediately and shall be paid during business hours no later than the fourth (4th) working day after termination. If not paid within the prescribed period, the penalties shall be seven and one-half (7.5) hours per day straight-time rate of pay for any day thereafter that the check is late, provided that the employee files notice with the Employer on the next regular day of business. Failure to provide notice to the Employer within the specified time period will forfeit claim for penalty until such notice is given. Provided, however, if the employee voluntarily terminates without two (2) weeks prior notice, the late pay penalty shall not apply until after the following pay period. Date of mailing the paycheck shall constitute date of payment. Employees shall be entitled to penalty pay only from the date of written complaint to the Employer.

#### **17.04 - REMOTE LOCATION EXEMPTION**

The parties agree that the Employer is exempt from penalty pay under Section 17.01 and Section 17.03, for those employees assigned to duty stations at remote locations where United States mail delivery is not available, except when the regular or termination pay warrant is not mailed to the warrant address of record in accordance with the provisions referenced herein.

The Employer will make every effort, within available means, to forward or deliver mail to employees in such remote locations.

#### **17.05 - LAYOFF**

When an employee is placed on layoff, including seasonal layoff, the employee's wages earned through the date of layoff become due and shall be paid on the regular payday for the period in which the wages were earned. If not paid within the prescribed period, the penalties shall be seven and one-half (7.5) hours per day straight-time rate of pay for any day thereafter that the check is late, provided that the employee files notice with the Employer on the next regular day of business. Failure to provide notice to the Employer within the specified time period will forfeit claim for penalty pay until such notice is given. Date of mailing of the paycheck shall constitute date of payment. Employees shall be entitled to penalty pay only from the day of written complaint to the Employer. Pay shortages shall be handled as provided in Section 17.02.

### **ARTICLE 18 - CONDITIONS**

### **18.01 - MEAL BREAK**

A meal period of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway of each shift. If the employee is scheduled to work twelve (12) hours in a day, the employee may request a second (2nd) meal period after eight (8) hours of work, and a third (3rd) meal period if the employee is expected to work beyond twelve (12) hours. The employee shall be relieved of all work-related duties and responsibilities during such meal periods.

### **18.02 - RELIEF PERIODS**

All employees shall be allowed one (1) relief break not to exceed fifteen (15) minutes in duration during the first (1st) half of the shift and fifteen (15) minutes during the second (2nd) half of the shift. When working other than the regular shift, relief breaks shall be taken consistent with the above schedule.

### **18.03 - HOLIDAYS**

Holidays recognized are:

1. The first (1<sup>st</sup>) of January, known as New Year's Day,
2. The third (3<sup>rd</sup>) Monday of January, known as Martin Luther King, Jr. Day,
3. The third (3<sup>rd</sup>) Monday in February, known as President's Day,
4. The last Monday in March, known as Seward's Day,
5. The last Monday in May, known as Memorial Day,
6. The fourth (4<sup>th</sup>) of July, known as Independence Day,
7. The first (1<sup>st</sup>) Monday in September, known as Labor Day,
8. The eighteenth (18<sup>th</sup>) of October, known as Alaska Day,
9. The eleventh (11<sup>th</sup>) of November, known as Veterans' Day,
10. The fourth (4<sup>th</sup>) Thursday in November, known as Thanksgiving Day,
11. The twenty-fifth (25<sup>th</sup>) of December, known as Christmas Day,
12. Every day designated by public proclamation by the Governor of Alaska as a legal holiday.

A designated holiday will normally be observed on the calendar day on which it falls except that if the holiday falls on an employee's first regularly scheduled day off it will be observed on the preceding day. If the holiday falls on the employee's second regularly scheduled day off it will be observed on the following day.

1. Employees in the bargaining unit working for the Department of Military and Veterans' Affairs will not observe October 18, Alaska Day, but will observe Columbus Day, during the same month, to coincide with the Federal employees attached to the Department of Military and Veterans' Affairs.
2. Any of the holidays provided above may be converted to a floating holiday for any designated group of employees upon mutual agreement of the parties.

### **18.04 - PERFORMANCE EVALUATIONS**

Performance Evaluation Reports will be discussed with an employee by the rater. An employee who disagrees with a performance evaluation may submit written comments within five (5) working days. The written comments shall be attached to the performance evaluation and become a part of the employee's personnel file. Following the discussion of the performance evaluation with the employee, the evaluation will be signed by both the employee and the rater. The signed evaluation, together with any employee comments, shall constitute the evaluation. The employee shall receive a copy of the finalized evaluation.

Former employees who are evaluated following termination, or are otherwise not available to discuss their evaluation, will be mailed their copy of the completed evaluation at the last address of record. Upon receipt of their evaluation, former employees may, at their option, request to

meet with the rater to discuss the evaluation and may submit written comments which will be attached to the evaluation and placed in the personnel file.

## **ARTICLE 19 - LEAVE**

### **19.01 - PERSONAL LEAVE ACCRUAL**

During the term of this Agreement, personal leave shall be earned and used in lieu of all sick and annual leave except as specified in this Article.

A. Rate of Accrual. An employee shall accrue personal leave as follows:

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

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

Personal leave accrual for partial pay periods of service will be prorated.

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

B. Changes of Accrual Rate. Accrual rate changes will become effective the sixteenth (16<sup>th</sup>) day of the month following the pay period in which the employee completes the service requirement and becomes eligible for the higher accrual rate. The leave anniversary date must be moved one month later for each twenty-three (23) days of leave without pay in a leave year (December 16 through December 15).

### **19.02 - USE OF PERSONAL LEAVE**

Accrued personal leave is available for use after an employee has completed thirty (30) continuous calendar days of employment.

A. Personal leave may be granted at any time business permits with the prior approval of the employee's supervisor. Employees desiring personal leave should submit a request at least sixty (60) days in advance. The Employer shall respond to the request within fifteen (15) working days. Requests for personal leave will not be unreasonably denied. Once leave has been approved, the approval may not be rescinded unless the Commissioner of the Department declares that a situation exists which requires the employee's presence on the job.

B. An employee may take personal leave for medical reasons, regardless of whether business permits, upon permission of the employee's supervisor. The Employer shall grant personal leave if satisfied that the employee is absent for medical reasons. The taking of personal leave for medical reasons shall be reduced by the amount of wage continuation payments made under the Alaska Workers' Compensation Act (AS 23.30). The following constitute "medical reasons" and are subject to the conditions noted:

1. Medical disability of an employee is a medical reason for taking personal leave.

2. Medical disability of a member of an employee's immediate family is a medical reason for taking personal leave if the disability is such that the attendance of the employee is required.



3. A medical condition of an employee that makes presence at work a danger to the health of fellow employees is a medical reason for taking personal leave.

4. Pregnancy and childbirth is a medical reason for a female employee to take personal leave.

5. Death of a member of an employee's immediate family is a medical reason for taking personal leave. An employee is entitled to five (5) days of personal leave for this purpose; additional personal leave may be granted at the Employer's discretion.

The Employer may require a doctor's certificate to substantiate any medical reason for taking leave which exceeds three (3) consecutive working days or if malingering is suspected. An employee who falsely claims a medical use of personal leave is subject to disciplinary action.

C. Family Medical Leave (Federal). Qualified employees will be entitled to coverage under the Family Medical Leave Act (FMLA). Health insurance contributions will be made on behalf of qualified employees during the twelve (12) week period of family leave (including periods of personal, sick or donated leave, or periods of leave without pay).

When taking leave under the FMLA, a qualified employee must exhaust all accrued sick, personal, and donated leave (in that order) before entering leave without pay. When taking leave due to pregnancy, childbirth, foster care placement or adoption, the leave entitlement must be taken consecutively.

The twelve (12) month period for utilizing leave entitlements shall commence with the first day leave is taken under the FMLA. Approved leave without pay taken under the provisions of the FMLA shall have the same effect as any other period of approved leave without pay on the employee's terms and conditions of employment, except as provided herein.

An employee may be required to re-certify the qualifying reason for remaining on family leave. An employee may be required to provide a fit-for-duty statement prior to returning to work.

The parties recognize that if leave provisions in this Article are found to be in conflict with the FMLA, FMLA entitlements prevail.

D. Family and Health Leave (State). The parties recognize that qualified employees may be entitled to up to eighteen (18) workweeks of leave during a twenty-four (24) month period pursuant to AS 39.20.305, and that such entitlements may run concurrently with FMLA entitlements.

### **19.03 - MANDATORY LEAVE USAGE**

Each employee shall use at least thirty-seven and one-half (37.5) hours of personal leave during each leave year beginning December 16 and ending December 15 of the succeeding year. If the employee does not use at least thirty-seven and one-half (37.5) hours of personal leave during the leave year, the difference between thirty-seven and one-half (37.5) hours and the amount of personal leave used shall be canceled without pay unless the department or agency head certifies in writing that the employee was denied the opportunity to use thirty-seven and one-half (37.5) hours of personal leave during the leave year. Should circumstances cause the Employer to refuse the employee the opportunity to use the full thirty-seven and one-half (37.5) hours, any unused portion of the thirty-seven and one-half (37.5) hours mandatory leave shall be deducted from the employee's leave balance at the end of the leave year and paid at the employee's regular hourly rate. Part-time employees shall have the mandatory leave requirement prorated based upon the number of hours the employee is regularly scheduled to work.

### **19.04 - LEAVE CASH-IN**

Upon written request to the Employer, an employee shall receive payment for up to seventy-five (75) hours of the employee's personal leave in a leave year. Leave shall be paid at the employee's regular hourly rate. Additional hours of personal leave may be granted at the Employer's discretion. The employee's leave balance will be reduced by the number of hours of personal leave for which payment is made. In no case may an employee's leave balance be reduced to less than seventy-five (75) hours through cash-in.

Withdrawals under this section shall not eliminate the employee's obligation to use personal leave as provided in Section 19.03, nor shall the hours withdrawn take the place of leave which an employee is required to use.

#### **19.05 - TERMINAL LEAVE**

An employee who is separated from State service except by seasonal layoff, shall receive within thirty (30) days a lump sum payment of the cash value of the employee's accrued personal leave. An employee who is placed on seasonal layoff may choose to: 1) receive within thirty (30) days a lump sum payment of the cash value of the employee's entire accrued personal leave, or 2) elect to retain up to one-hundred and fifty (150) hours of personal leave for use upon return to work. The cash value of leave in excess of one-hundred and fifty (150) hours will be paid in a lump sum payment. Retained leave may not be cashed out while on seasonal layoff, however, if a determination is made that the employee will not return or be returned from seasonal layoff the cash value of any retained leave will be paid as a lump sum at that time.

#### **19.06 - LEAVE DONATIONS**

Members of this bargaining unit shall be allowed to donate personal leave to and receive personal or annual leave from employees in this unit or those represented by a different union or non-covered employees subject to the following conditions:

- A. Each employee wishing to donate personal leave will fill out, date, and sign a leave slip showing the hours of personal leave he or she wishes to donate in increments subject to a minimum of four (4) hours. The leave slip will have written or typed along the bottom, or in the space provided, "Leave donation to: (employee name, social security number)."
- B. The recipient's union will be responsible for gathering all leave donations and submitting them to the recipient's Division of Personnel Technical Services Manager. Leave donations will be posted in date and order received to the recipient's Donated Leave Account during the pay period in which personal and sick leave is exhausted, for use from that pay period forward.
- C. The Employer will convert the donated leave hours to dollars at the regular (annualized) hourly rate of the donor. The dollars will then be converted to hours of leave at the regular (annualized) hourly rate of the recipient, and the resulting number of hours will be added to the recipient's Donated Leave Account for use in accordance with the requirements of this Article. The total amount of leave credited to the recipient's Donated Leave Account shall not exceed three hundred (300) hours during the life of the agreement.
- D. Once the Employer has completed the above process, the State will not be obligated for further processing or liabilities resulting therefrom. Once the donation has been transferred to the recipient's account, the donation cannot be withdrawn, modified or otherwise returned to the donor's account.
- E. Donations of leave under this section will not reduce the mandatory leave usage requirements established in Section 19.03.
- F. Donated leave may not be used unless and until all accrued personal leave and all sick leave have been exhausted. Donated leave may only be used for those purposes described in Sections 19.2.B, C, and D. Upon termination, any balance in the Donated Leave Account shall be canceled without pay. Upon the death of an employee, the balance of the Donated Leave

Account will be paid to the employee's beneficiaries at the employee's regular hourly rate.

#### **19.07 - CASH DONATIONS**

Members of this bargaining unit shall be allowed to donate personal leave to and receive donations of personal or annual leave from employees in this unit, those represented by a different unit and non-covered employees. The Employer will convert the leave to earnings at the regular (annualized) hourly rate of the donor and appropriate deductions required by law will be made. The net sum of donations after deductions will be combined into a single check and delivered to the Division of Personnel Technical Services Manager for distribution to the employee. An individual letter of agreement between the State and the recipient's union will be required for each recipient.

#### **19.08 - TRANSFER OF ACCRUED ANNUAL AND SICK LEAVE**

An employee who has accrued annual leave shall have the hours of annual leave transferred to the employee's personal leave account.

An employee who has accrued sick leave shall have fifty percent (50%) of the sick leave balance transferred to the employee's personal leave account. The remaining sick leave balance shall be retained and is available for use as sick leave in accord with Section 19.09. No additional sick leave shall accrue.

#### **19.09 - SICK LEAVE**

In the event of serious illness or injury within the employee's immediate family which requires the attendance of the employee for emergency care or when the employee's presence on the job would jeopardize the health of fellow employees, the employee shall be entitled to the use of sick leave provided that a physician's certificate may be required by the Employer that the presence of the employee was required or that the illness or injury would jeopardize the health of other employees. Immediate family shall be defined as father, mother, husband, wife, sons, daughters, brothers and sisters.

A. **Doctor's Certificate.** Employees using three (3) days sick leave or less shall not be required to furnish a doctor's certification before returning to work unless there is reason to believe malingering is involved. Any employee with more consecutive sick leave days than specified above may be required to furnish a doctor's certificate to the Employer, certifying that the employee was physically unable to perform their duties. Any employee who abuses the sick leave privilege is subject to disciplinary action.

B. **Dental Appointments.** The employee shall be allowed time off without loss of pay for time spent off the job while under the care of a dentist, for such treatment as provided under the health and welfare plan. Such time off shall be deducted from the employee's accumulated sick leave credit account in increments of not less than one (1) hour with a minimum of two (2) hours for any one (1) appointment. To be eligible for such sick leave pay, the employee shall notify the Employer not less than one (1) day in advance of such appointment. However, in cases of emergency, the employee need not give notice to the Employer, but must show evidence of such emergency upon return to work. Upon completion of such appointment or series of appointments, the employee shall provide the Employer with a dentist's certificate, in a form acceptable to the Employer, that shall contain the date and hour of when such appointment or series of appointments were scheduled and completed.

C. **Funeral Leave.** Following the death of a member of an employee's immediate family, an employee is entitled to five (5) working days of leave; additional days may be granted at the Employer's discretion. Immediate family shall be defined for purposes of this section only as spouse, son, daughter, mother, father, sister, brother, grandparents, including in-law and step-relation equivalents. Funeral-leave time shall be deducted first from accumulated sick leave, then from personal leave.

D. **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.

## **ARTICLE 20 - LEAVES OF ABSENCE**

### **20.01 - APPLICATION FOR LEAVES OF ABSENCE**

No application for a leave of absence, as described in this Article, will be considered, unless it is applied for in writing and presented to the employee's immediate supervisor for approval in advance whenever possible.

### **20.02 - TEMPORARY ABSENCE DUE TO DISABILITY, ILLNESS OR INJURY**

A permanent employee who shall be found and certified by a medical doctor to be unable to perform his or her regular or alternate duties within this bargaining unit because of disabling illness or injury shall use all accumulated leave prior to requesting extended leave without pay.

Leave of absence without pay will be granted up to a maximum of twelve (12) months, with service bonus credit and seniority accumulating, subject to the following conditions:

- A. Requests for leave of absence without pay shall be in writing in accordance with Section 1 of this Article.
- B. Requests for leave of absence without pay shall be submitted to the Employer no less than ten (10) days prior to the effective date of the request or ten (10) days before the employee exhausts accumulated paid leave. Reasonable extensions to the application shall be granted by the Employer upon a good faith showing by the affected employee.
- C. The employee signs a release that will allow the Employer to obtain additional medical information when deemed necessary by the Employer.

A leave of absence without pay may be granted for a period of time up to twelve (12) months, depending on the extent of illness or disability. The Employer may require a certificate from a medical doctor of the Employer's choice at any time, although not more frequently than once every thirty (30) days, should there exist any questions with regard to the illness or injury as related to the employee's ability to perform their expected duties. This examination shall be performed at no cost to the employee.

- D. If the disability continues beyond twelve (12) months and the employee has not returned to work, the employee's service bonus credit and seniority will be broken and terminated, unless otherwise mutually agreed by the Union and Employer.

### **20.03 - OTHER APPROVED ABSENCE**

Upon written approval of the employing department, permanent employees may be granted a leave of absence without pay.

### **20.04 - MILITARY LEAVE**

- A. An employee who is ordered by the United States Selective Service System to report for a pre-induction physical examination is entitled to a leave of absence without loss of pay, time or performance rating. The leave of absence shall not exceed three (3) working days.
- B. An employee of the State who is a member of a reserve component of the United States Armed Forces, National or Alaska Guard or Naval Militia, is entitled to a leave of absence without loss of pay, time or performance rating on all days during which the employee is ordered

to training duty, as distinguished from active duty, with troops or at field exercises or for instruction, or when under direct military control in the performance of a search and rescue mission. The leave of absence may not exceed sixteen and one-half (16.5) working days in any calendar period beginning December 16 and ending December 15.

#### **20.05 - JURY/COURT LEAVE**

An employee who is called for jury duty or who is subpoenaed to appear in court in Alaska as a witness will be compensated by the Employer for the difference between payment received for such compulsory jury duty or court appearance and the payment the employee would have received for the straight-time hours the employee was thereby required to lose from their regular work schedule but not to exceed thirty-seven and one half (37.5) hours per week, computed at the employee's established basic hourly wage rate. However, when subpoenaed by a party other than the Employer, the employee will not be compensated if the employee, the Employer or the Union is a party in the case, or if the employee has any direct interest or financial interest in the case. Differential payment shall be made so long as such jury duty or court appearance continues only upon presentation of documentary proof of jury duty or court appearance and the payment received therefore. Continuous service bonus credit and duly-established seniority privileges will accumulate during such leave.

#### **20.06 - TIME OFF TO VOTE**

If the Employer has so placed an employee that the employee is unable to vote on off-duty time, it shall be the responsibility of the Employer to provide time and transportation during normal working hours, without loss of pay to the employee, for each employee to vote in Federal, State, city, borough elections and Union elections held on the employee's job site.

#### **20.07 - UNION BUSINESS LEAVE**

There is hereby created a Union Business Leave Bank which shall be administered by the State with a monthly report of the balance and withdrawals provided to the Union Business Manager. The Bank shall be established by a transfer of one (1) day of personal leave from each employee on the payroll of the Employer. Employees shall donate one (1) day of personal leave when the employee's balance is at least one (1) day or more and such leave shall be transferred to the Bank. Existing employees who have donated leave during their current employment shall be exempt from this section.

Withdrawal requests from the Bank will be for purposes of contract negotiations, executive meetings, training sponsored by the Union, and other purposes as may be determined by the Business Manager. Requests for withdrawals from the Bank shall be made only by the Business Manager of the Union to the Director of the Division of Personnel on forms mutually agreed by the parties and furnished by the Union. Personal leave transferred to the Bank is final and not recoverable for re-credit to an individual's leave account.

In addition, the parties agree that a cash business leave bank may be established at any time by mutual agreement.

The release of employees for Union leave from duty shall be handled on the same basis as release from duty for personal leave, however, such release shall not be unreasonably withheld by the supervisor. No one employee may be absent for longer than twelve (12) months during the life of this Agreement.

Unless otherwise mutually agreed in writing, should a promotional opportunity arise while an employee is on Union Business Leave, they shall be deemed eligible for the promotion. Should an employee accept such a promotion, their leave shall be canceled and they shall be ineligible for Union Business Leave during the succeeding six (6) months, unless specifically approved by the Director of the Division of Personnel.

## **ARTICLE 21 - SAFETY AND LIABILITY**

### **21.01 - UNSAFE EQUIPMENT**

No employee shall be discriminated against or disciplined in any manner because of refusal to work with, operate, or ride in unsafe equipment. Such refusal must be evidenced by a written report of the unsafe condition by the employee. If subsequently the equipment is deemed to be safe by the Safety Committee, disciplinary action may be taken by the Employer.

### **21.02 - WORK SAFETY**

All work should be executed in a safe manner. The "Alaska State Safety Code" and OSHA regulations shall serve as minimum standards.

### **21.03 - SAFETY AND FIRST-AID EQUIPMENT**

Safety devices and first-aid equipment, as may be needed for safety and proper emergency medical treatment, shall be provided for by the Employer. Each employee shall be responsible to account for the tools, protective clothing and equipment so supplied, ordinary wear and tear excepted. Non-expendable tools or protective clothing which become lost, damaged or stolen through the employee's proven negligence or deliberate act shall be replaced or paid for by the employee.

The Employer shall furnish such safety equipment and protective clothing as is necessary for the safety of the employees. Accordingly, the Employer agrees to furnish orange coveralls to employees working as equipment operators and their foreman, and mechanics and servicemen in an automotive shop and their foreman. The Employer may elect to provide coveralls to automotive shop mechanics, servicemen and foremen, which are of a color other than orange and which are fabricated of cotton or other fire resistant material. Each employee will be responsible for cleaning their own issued coveralls. However, in locations where washers and/or dryers are made available for such cleaning, such washers or dryers shall continue to be available for that purpose but there is no requirement to furnish washers or dryers in other locations, unless the State discontinues a practice of having them commercially cleaned during the term of this Agreement.

### **21.04 - SAFETY AND FIRST AID PROGRAM**

A safety and first-aid program as required by the State Safety Code, shall be instituted, and regular safety meetings at each duty station shall be scheduled by the Employer during working hours once each month in a "tool box" or "lunch" area.

### **21.05 - FIRST AID TRAINING**

The Union will cooperate with the Employer in order to have at least one (1) person in each ten (10) employed who is a trained first aid person.

### **21.06 - SPECIAL FIRST-AID REQUIREMENTS**

- A. The Employer will keep and maintain fully-equipped standard first-aid kits (as prescribed by the National Safety Council). For crews who are working remote areas, a first aid kit shall be provided and accessible on each machine or for each crew.
- B. Every foreman or leadman in the bargaining unit shall have a current State-approved first-aid card.
- C. Blankets and stretchers shall be maintained for the use of employees who may be injured.
- D. Employees whose injuries require the use of a stretcher or ambulance shall be accompanied to the hospital by an attendant.

- E. Immediate transportation must be provided for seriously injured or ill employees, and such transportation must have precedence over all other transportation.
- F. The Employer shall also notify the Union, as promptly as possible, of lost-time accidents and shall furnish the Union with a copy of the Employer's accident report at the time such report is furnished to the insurance company.

**21.07 SANITARY REQUIREMENTS**

- A. Where temporary camp housing is furnished, each employee shall be allowed housing of approximately sixty (60) square feet of floor area and shall be furnished bedding and a weekly change of linen. Shelter-wells and similar structures shall require approximately ninety (90) square feet of floor area per employee. Adequate closet or locker space shall be provided each employee, and where more than two (2) employees are housed in a single room, a locker and keys or lockable closet shall be provided each employee. There shall be no more than four (4) employees housed in a standard 16' x 24' shelter-well. Living quarters, toilets, showers and laundry rooms shall be kept clean. The Employer shall furnish an adequate number of washers and dryers, both in camp and in facilities arranged for through a third (3rd) party. However, employees covered by this Agreement shall be entitled to as favorable camp conditions as other employees employed on the project. Alberta or equal quality trailer camps are acceptable, providing the patented or similar covered walkways are installed.
- B. Those employees handling, preparing, or serving food will not be utilized during the same shift in cleaning toilets and urinals, and will not be used to wash or clean floors, beds, walls, and the garments of patients. This does not apply to the employee's assigned work area.
- C. It shall not be considered a violation of this Agreement where employees refuse to work in facilities that are not being maintained in a sanitary condition.

**21.08 - SHELTER REQUIREMENTS**

Warm and adequate shelter shall be provided for employees by the Employer in which to dry their clothes and eat their meals.

**21.09 - EQUIPMENT REQUIREMENTS**

To insure safety and to eliminate unnecessary occupational accidents, the Employer agrees that all equipment shall be properly cabled and screened.

**21.10 - DRINKING WATER**

Cool, clean drinking water in sanitary containers and disposable cups will be provided in adequate supply in close proximity to workers at all times.

**21.11 - TOILETS AND URINALS**

On all projects covered by this Agreement there shall be provided by the Employer at all times during construction, sanitary facilities consisting of a reasonable number of toilets and urinals.

**21.12 - MONITORED HEALTH PROGRAM**

The parties recognize that certain employees may come in contact with toxic chemicals, radioactive materials and/or work with and around asbestos. Upon the signing of this Agreement, the Employer and the Union agree to establish a labor-management committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer to review the medical examination needs of employees who may have been exposed during the course of their employment with the Employer. The purpose of the committee shall be to determine a set of criteria which establish the circumstances under which employees exposed on the job are entitled to an in-depth medical examination at the Employer's expense.

**21.13 - FIRE DUTY**

It is recognized that circumstances associated with fire suppression activities under the control

of the Department of Natural Resources precludes management from maintaining camp requirements as outlined in Section 21.08.A. It is therefore agreed and understood that the following provisions shall apply to fire suppression activities:

A. When an employee is assigned to fire duty on a fire line, or in related duties at or near the fire line, camp requirements need not be met nor is per diem payable except that per diem will be payable, consistent with Article 15, for each day after twenty-three (23) consecutive days of initial assignment to fire suppression activities, or twenty-three (23) consecutive days for each reassignment to the fire suppression activities.

B. When an employee is assigned to supply or support activity related to a fire, but they are retained in a city, town, or village distant from the fire, per diem will be paid per Article 15 if commercial facilities are present in the community and the employee can procure such facilities for the employee's use, and the department has not provided for those commercial facilities.

If such facilities are not available or cannot be procured, the Department of Natural Resources will provide other facilities to include sleeping and lavatory needs, a light source, heat where needed, and a means of heating or preparing the food provided by the department.

Facilities provided by the Department of Natural Resources will be equal to facilities provided to all other employees similarly assigned and per diem is not payable.

Should it become necessary for support personnel to travel to or near the fire line, the provisions of subsection A herein shall apply for the duration of that stay.

## **ARTICLE 22 - SENIORITY**

For purposes of layoff, recall, and promotions, seniority shall be established by the date of entry by a probationary/permanent employee into an established or new duty station. Employees who are on leave without pay for layoff, subject to recall, or on leave in pay status, shall continue to have the same seniority date as original entry into the duty station. Employees who are on leave without pay for under thirty (30) consecutive days shall maintain their same seniority date. Employees on leave without pay for over thirty (30) consecutive days shall have their seniority date adjusted according to the days over thirty (30) in leave without pay status, except as specifically provided in other sections of this Agreement.

The Employer shall also notify the Union, in writing, of all layoffs and recalls and their effective dates concurrent with the notice to the affected employees. The Employer will also furnish every six (6) months, by duty station, lists of all employees by seniority date including their classification. Such seniority lists shall be forwarded to the Business Manager no later than March 1 and September 1 of each year.

### **22.01 - DUTY STATION SENIORITY**

Duty Station seniority shall be established for the purposes of ranking employees for promotion or layoff and recall from layoff. Duty stations shall be determined by location. These locations will be categorized by department, by divisions within that department. For purposes of this section, location shall mean the city, town, village or job site.

It has further been understood that if an employee is temporarily reassigned from their permanent duty station for a period not to exceed one (1) year, or as mutually agreed by the parties, the employee's seniority at their permanent duty station will not be affected.

Duty station seniority shall not in any way affect the employee's overall seniority with the Employer for purposes of vacation, holiday and/or other fringe benefits.



A. It is agreed that this subsection covers only design and construction employees within this bargaining unit employed in the Department of Transportation and Public Facilities, and the Department of Natural Resources, Division of Parks, who are assigned to work on-site at pre-construction or construction projects. Accordingly, Article 15 and Article 22 of this Agreement are modified to meet the working conditions of employees so employed. Those sections or subsections of the Collective Bargaining Agreement not modified herein will remain in full force and effect.

Each employee will be assigned by the Employer upon hire to a permanent duty station which will be an area of fifty (50) road miles from a focal point in a city, town, or village which has a population large enough to reasonably expect local hires for jobs within that duty station. Once assigned to a duty station, that duty station shall be the designated, permanent duty station of the employee unless and until the employee elects to fill a position in another duty station in accordance with Article 4 or Article 22.03. There shall be only one (1) permanent duty station for each employee.

The Employer will designate duty stations and determine the focal point of each duty station. That designated duty station shall be used to compute duty station seniority. However, if a dispute arises regarding the focal point, both parties agree to meet and confer on the issue.

For the purposes of determining compensation, the focal point for each duty station will be considered point zero and the project office will be considered as the job assignment for determining miles from the focal point.

When an employee is assigned to work at a project with the project office between the focal point and twenty-five (25) road miles from the focal point, the employee will not be entitled to per diem, meal allowances, travel pay or any other compensation in lieu thereof.

When an employee is assigned to work at a project with the project office between twenty-five (25) road miles and fifty (50) road miles from the focal point, the employee will be entitled to ten dollars (\$10.00) for each day worked at the project.

When an employee is assigned to work at a project with the project office beyond fifty (50) road miles from the focal point of their designated, permanent duty station, the employee will be entitled to meal allowances in accordance with Article 15.03. When the employee is required to stay overnight for an assignment beyond fifty (50) road miles from the focal point of their designated, permanent duty station, the employee shall be entitled to lodging and meal allowances in accordance with Articles 15.02 and 15.03.

Each employee shall be entitled to report to the project office each workday and shall be entitled to travel time or work time, as appropriate, for the time required to transport themselves to the work site. In the event that the employee and their supervisor mutually agree that the employee will report directly to the work site, the employee shall be entitled to travel time or work time, as appropriate, for actual time spent traveling, but no more than that which it takes to travel from the project office to the work site.

## **22.02 - PROMOTION**

For the purposes of this section, promotion means the movement from a permanent position in any classification to a permanent position in any classification at a higher range. It is recognized by the parties that promotions usually occur within an occupational series consisting of one (1) or more classifications. However, it is also recognized that promotions from one (1) occupational series to another occupational series shall be allowed providing the promotional candidate is qualified and competent for the position to be filled and the employee satisfies the other conditions of this section.

A. When an opening occurs, promotions shall be initiated by posting of a job announcement at the duty station where the opening occurs. Such job announcements shall be posted in a location or locations where all eligible candidates could reasonably be expected to be aware of the opening. Such job announcements will be posted for four (4) working days and will be retained by the Employer for six (6) months.

B. Promotions shall be made from among the three (3) employees signing the job announcement with the highest duty station seniority, provided each employee is qualified and competent for the higher classification and is qualified and competent to perform the duties of the position to be filled. If the Employer determines that none of the three most senior employees signing the job announcement are qualified or competent for the higher level position, the Employer may consider other employees, in order of their seniority, until three qualified and competent employees are under consideration for the position. If an employee other than one of the three most senior is selected for promotion, the Union and Employer will meet and confer.

C. When Sections A and B above have been complied with but no employee at the duty station is found qualified and competent for the promotional vacancy, the Employer may promote an employee from another duty station. When an employee is promoted as a result of a transfer from one (1) duty station to another duty station, the duty station seniority of the employee will not be a determining factor, but such a promotional transfer will be determined by whether or not the candidate is qualified and competent for the position to be filled.

### **22.03 - TRANSFERS**

A. An employee will not be compelled to accept a transfer from one (1) duty station to another duty station or from the employee's classification to another classification at the same wage group. When an employee accepts a transfer from one (1) duty station to another duty station, the employee's duty station seniority at the duty station the employee left will be terminated and the employee will begin accruing duty station seniority at the employee's new duty station effective on the date of the transfer.

B. When an employee accepts a transfer from one (1) classification to another classification of the same wage group at the same duty station, the employee's duty station seniority shall be retained for purposes of ranking for promotion.

C. When an employee applies for transfer to another duty station and it is accepted by the Division Director, the employee will receive a duty station seniority credit that will be calculated at a rate of 50% of current duty station seniority.

### **22.04 - LAYOFF**

A. Layoffs, including reduction in force, shall be made in reverse order of duty station seniority from among those in the classification in which the layoff occurs.

B. An employee may exercise bumping rights to a lower classification in the employee's class series at the employee's duty station, provided the employee is qualified to perform the tasks of the lower classification and is not the least senior in the lower classification, and will assume the wage level of the lower classification to which the employee is moved.

C. When an employee is promoted, voluntarily demoted in lieu of layoff or transferred outside of the employee's occupational series at the employee's duty station, the employee retains seniority in the classification the employee left for two (2) years. If the employee does not return to the classification the employee left within two (2) years, the employee loses all accumulated seniority in that classification.

### **22.05 - RECALL**

- A. Recalls shall be made in order of duty station seniority from among those employees laid-off in the classification in which the recall occurs.
- B. Employees who exercise their bumping rights in accordance with Section 22.04.B of this Article shall retain their recall rights to the classification from which they were laid off, for a period of two (2) years.
- C. Employees who voluntarily demote or transfer outside their classification series to another classification at the same duty station shall retain recall rights to the classification they vacated for a period of two (2) years.

**22.06 - TERMINATION OF SENIORITY**

Seniority shall be terminated and the Employer-employee relationship shall be severed by the following conditions:

- A. Discharge in accordance with Article 8.
- B. Layoff of twenty-four (24) months duration.
- C. Resignation.
- D. Failure to return from leave of absence on agreed date unless approval has been obtained from the Employer.
- E. Failure to return from layoff when recalled, except under unique and unusual circumstances.

**ARTICLE 23 - HEALTH AND SECURITY**

**23.01 - EMPLOYEE HEALTH INSURANCE**

The terms and conditions of the Public Employees Local 71 Health and Welfare Trust established by Letters of Agreement 93-LL-027 (as amended) and 99-LL-030 shall continue during the term of this Agreement.

Effective July 1, 2007, the Employer shall contribute \$854 per month to the Union's health insurance trust for each eligible employee. Effective July 1, for each year after this Agreement, the Employer health insurance contribution will increase by an amount of money not exceeding that necessary to maintain comparable coverage under the current Select Benefits Default/Economy Plan.

Upon sixty (60) days written notice to the Commissioner of Administration, the Union may increase the monthly contribution of eligible employees.

The parties agree that the Union may give notice during the month of November 2007, of its desire to review Employer health insurance contributions for the period beginning July 1, 2008. Upon receiving this request, this Article may be reopened for 30 days for the sole purpose of reviewing Employer health insurance contributions for the period beginning July 1, 2008.

**23.02 - EMPLOYEE LIFE INSURANCE**

The Employer shall insure the life of every employee in the principle amount of two thousand dollars (\$2,000.00).

**23.03 - HEALTH INSURANCE RATE ADJUSTMENTS**

The Union agrees to provide the State with an actuarial analysis of the Trust by May 1 of each year of this agreement. The State, at its own expense, reserves the right to perform its own

review and analysis of the Trust.

## **ARTICLE 24 - PENSION AND RETIREMENT**

The employee shall enjoy the retirement benefits as outlined in the applicable statutes relating to the Public Employees' Retirement System.

## **ARTICLE 25 - TOOL ALLOWANCE**

All permanent Mechanics (Automotive) in Wage Group 53 and 54, Mechanics (Aircraft) in Wage Group 53, and Mechanic (Automotive) Foreman I in Wage Group 52 will be required to furnish their own hand tools up to but not including socket sets of 3/4-inch drives. The employees will receive a tool allowance of thirty dollars (\$30.00) each pay period. Maintenance Specialist (Electronics) Journey I and Lead will be paid twenty dollars (\$20.00) each pay period and furnish all hand tools exclusive of complex testing equipment consistent with this section. Mechanic (Automotive) - Sub-journey, Wage Group 56, will receive twenty dollars (\$20.00) each pay period and furnish all hand tools necessary to work within this class specification.

If the Employer adopts new or revised class specifications which fall within the automotive mechanical or electronic technician fields, the parties agree to negotiate the amount of tool allowance which might be appropriate for the new or revised class specification. In the event such negotiations do not produce an agreement, the dispute shall only be resolved pursuant to Article 9, Section 9.02.

## **ARTICLE 26 - SEPARABILITY AND SAVINGS**

### **26.01 - SAVINGS CLAUSE**

If an Article or section of this Agreement should be decided by a court of competent jurisdiction, or by mutual agreement of the parties, 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 Article or section 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 Article and sections of the Agreement shall not be affected and the parties shall convene within thirty (30) days for the purpose of negotiating a satisfactory replacement.

### **26.02 - WAIVER OF BARGAINING**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that this Agreement is the entire Agreement and concludes all collective negotiations during its term.

The parties further agree that notwithstanding the above section, maintenance of contract matters, should they develop, may be negotiated under a written supplemental agreement.

### **26.03 - MERIT SYSTEM PRINCIPLES**

The parties agree that it is their mutual intent to strengthen the merit principles in the bargaining unit, and pursuant to AS 23.40.070(3) shall use all due diligence to maintain merit principles among public employees.

Should this Agreement or any section or Article be found in violation of Federal regulations where compliance is required for receipt or expenditure of federal funds, the parties agree to convene within fifteen (15) days and re-negotiate the section or Article to comply with such

regulations.

#### **26.04 - GRANT- AIDED AGENCIES**

Employees subject to Federal provisions regarding merit system requirements for Grant-in-Aid Agencies shall be subject to regulations developed by the referral committee provided for in Article 4.03. Regulations will be developed and implemented for those employees governing appointment, promotion and layoff in accordance with Federal merit system standards.

#### **26.05 - AVAILABILITY OF PARTIES TO EACH OTHER**

The State of Alaska and Public Employees Local 71 hereby agree to meet at reasonable times for a discussion of this Agreement, its interpretation, continuation and/or modification.

Therefore, there shall be established a labor/management committee comprised of representative(s) of both labor and management who will meet periodically for the purpose of discussing matters relative to the administration of the Agreement between the parties. Meeting agendas and location will be mutually agreed to in advance of the meeting. It is agreed that the location shall be rotated between Anchorage, Fairbanks and Juneau. This agreement is established for the purpose of facilitating two-way communication. Both parties agree that an obligation to meet in good faith exists.

### **ARTICLE 27 - STATE-OWNED/CONTROLLED HOUSING**

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

#### **27.01 - FACTORS TO BE USED IN DETERMINING RENT**

The following factors are to be used in the rental formula for assessing rental charges for State housing units:

Rental Base - The typical rent for an unfurnished unit in Anchorage with a particular number of bedrooms.

Facility Condition - The index of facility condition in terms of "Good," "Fair," or "Poor."

Adjusted Rent - The figure derived from application of the facility condition index to the rental base. The adjusted rent figure will be used for the calculation of the amenities lacking and the imposition-on-privacy deductions.

Required-to-Live - A deduction of twenty-five (25) percent allowed for protection of property or for the convenience of the State where applicable.

Imposition-on-Privacy - A deduction of ten (10) percent of the adjusted rent allowed for the use of a portion of the facility for State business if applicable.

Amenities Lacking - Percentage of the adjusted rent to be deducted due to lack of fire and/or police protection.

Geographic Differential - The coefficient used to adjust an Anchorage-based rent to a level appropriate for a specific location outside of Anchorage. See Section 27.09 for list of coefficients by election district.

Travel Allowance - Deduction allowed for locations involving unusual transportation costs.

#### **27.02 - RENTAL FORMULA**

The rental formula is as follows:

$$[[[(RB \times CI) - (AL + IP)) \text{ GDF}] - TA] \text{ RTL}] + UC = \text{FCR}$$

Or Calculated FCR is:

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

GDF is the geographical differential factor for a particular location.

CI is the facility condition index:

- 1.0 = Good
- 0.8 = Fair
- 0.6 = Poor

RB is the typical rental base for an unfurnished unit in Anchorage with a particular number of bedrooms.

RTL is the reduction for required-to-live; when used in the formula the RTL equals three-quarters (.75).

AL is the deduction for amenities lacking.

IP is the deduction for imposition-on-privacy.

TA is the allowance for excessive travel.

UC is the utility charge for all units except bunkhouses.

FCR is the formula calculated rent.

AND:

Amount of rent to be paid will be the lesser of the following:

1. twenty-five percent (25%) of employee's gross income (standby and overtime compensation excluded) as an employee of the State of Alaska, or
2. "FCR" resulting from exercise of formula.

**27.03 - RENTAL BASE SCHEDULE**

ALL TYPES OF STRUCTURES	NUMBER OF BEDROOMS			
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3 or more</u>
(Mobile Homes, Apartments or Houses)	\$359	\$454	\$532	\$588

Rental Base Unit Notes:

- A. Units are assumed to be unfurnished. All units are to include one (1) refrigerator, one (1) stove, one (1) washer, one (1) dryer and window coverings.
- B. Units are assumed to be in "Good" condition. A lesser condition shall be compensated for by application of the "condition index."

**27.04 - FACILITY CONDITION**

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

"Good" - Wear and tear may be evident and/or is in need of minor repairs; insulation for winter use is adequate or heating plant capacity is able to compensate for inadequate insulation; water is reliable, adequate and safe for household use; reliable and adequate electrical service; reliable and adequate fuel available for heating, hot water and cooking needs.

"Fair" - Wear and tear is evident and/or unit is in need of significant repair; insulation for winter use is adequate or heating plant capacity is able to compensate for inadequate insulation.

"Poor" - Unit is marginally habitable and is in serious need of repair or insulation for winter use is less than adequate. The heating plant is not able to compensate for lack of insulation.

**27.05 - REQUIRED TO LIVE**

In cases where the Commissioner of a department requests and the Commissioner of the Department of Administration approves an employee to occupy a State-owned or State-controlled facility for either the protection of State property or for the convenience of the State a deduction of twenty-five percent (25%) is allowable. In no case will the total deductions reduce the rental base more than fifty percent (50%).

**27.06 - IMPOSITION ON PRIVACY**

In cases where the head of a department requests the use of a portion of the facility for the purpose of accommodating official visitors, for use as office space, or for the general convenience of the public, a deduction of ten percent (10%) of the adjusted rent is allowable. Only one (1) deduction is allowed per agency per location. In no case will the total deductions reduce the rental base more than fifty percent (50%).

**27.07 - AMENITIES LACKING**

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

**27.08 - TRAVEL ALLOWANCE**

In some cases the State supplies quarters to its employees in locations where minimal community services are available only at some distance from the location of the quarters. In this situation the Department of Administration will grant a deduction from the chart listed below, to offset the direct economic effects of the unusual transportation costs incurred. The nearest established community as defined in this section is to be used as the base community for calculating the deduction. A community must be deficient in more than one (1) of the listed services if a town farther away is to be selected as the base for calculating the distance deduction.

Distance in miles, one (1) way for surface travel or air travel if surface travel not available	Maximum Monthly Deduction
Less than 10 miles	No deduction
10 but less than 20	\$15.00
20 but less than 30	25.00
30 but less than 40	35.00
40 but less than 50	45.00
50 but less than 60	55.00
60 but less than 70	65.00
70 but less than 90	80.00
90 but less than 110	95.00
110 and more miles	110.00

For purposes of calculating a deduction under this section, an established community is a population center offering the minimal community services listed below on a year round basis, or alternatively, approximately the same seasonal basis as the occupancy of the State rental quarters under consideration. Conformity with this definition, without regard to population size or other criteria, is the sole basis for identification of an established community.

Services	Minimum
Medical	Physician, one (1) dentist
Educational	Public elementary and high school (unless transportation is provided without charge, to a borough, or district school)
Shopping	Grocery, drugs, clothing, hardware and general household needs
Religious	Congregation of two (2) faiths, or denominations
Public Transportation	Connection with at least one (1) major town or city by common carriers (i.e., trucking, airport, bus)

In no case will total deductions reduce the rental base more than fifty percent (50%).

**27.09 - GEOGRAPHIC DIFFERENTIAL FACTORS**

Election District in Which Facility is Located	Applicable Geographical Differential Factor
1	1.0000
2	1.0375
3	1.0375
4	1.0000
5	1.0750
6a excluding Valdez Duty Station	1.1500



6b Valdez Duty Station	1.1875
7	1.0375
8	1.0000
9	1.0750
10	1.0750
11	1.0750
12	1.2625
13	1.2625
14	1.3000
15a excluding Nenana Duty Station	1.3375
15b Nenana Duty Station	1.3000
16a South of Arctic Circle	1.1500
16b North of Arctic Circle	1.3375
17	1.3375
18	1.2625
19	1.2625

Note: These ratios are derived from AS 39.27.020

**27.10 - UTILITY CHARGE**

The utility charge shall be two hundred dollars (\$200.00) per month for all units.

**27.11 - MOBILE HOME PAD RENTAL RATES**

The rental rate for mobile home pads shall be fixed at one hundred and forty-two dollars (\$142.00) per month.

**27.12 - DAMAGE DEPOSIT**

A damage deposit of two hundred and fifty dollars (\$250.00) is required for each unit. This deposit is refundable in full or part based on the condition of the unit, allowing for reasonable wear and tear, at the time of final inspection.

**27.13 - CLEAN-UP DEPOSIT (MOBILE HOME PADS ONLY)**

A clean-up deposit of two hundred and fifty dollars (\$250.00) for each mobile home pad is required for utility disconnect and pad clean-up. This deposit is refundable if upon inspection the pad is found to be clean and free of debris. This provision shall apply to new tenants only.

**27.14 - PAYROLL DEDUCTIONS; DISPUTED AMOUNTS**

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

**27.15 - BUNKHOUSE RENTAL RATES**

The standard bunkhouse room rental rate shall be one hundred and five dollars (\$105.00) a month for each occupant. There will be no charge for utilities to bunkhouse residents. All bunkhouse units will be furnished. No damage deposit will be required of bunkhouse residents.

**27.16 - PET LIMITATION**

Employee occupants who own pets shall ensure that their pets are not nuisances and do not create unsanitary conditions in/around quarters. All pets must be leashed or otherwise under direct control of their owners while on State-owned or State-controlled premises. Ownership of kennels, dog teams, livestock, horses and other exotic pets is prohibited on State-owned or State-controlled premises. Owners of pets are responsible and liable for injury, damage or loss caused by their pets.

## **ARTICLE 28 - MISCELLANEOUS**

### **28.01 - BULLETIN BOARDS**

The Union shall have the right to use reasonable bulletin board space for the purpose of posting Union information. Whenever practical, the Employer shall designate an area at each work site of eight (8) or more employees which may be used for the purpose of posting Union notices. The Union, its agents and members, shall not post partisan political materials or advertisements in partisan political elections, on bulletin boards.

### **28.02 - REMOTE AREAS**

The parties recognize that the terms prescribed by this Agreement may not be satisfactory for all permanent work assignments and duty stations for all employees, particularly in remote areas where climate, geography and specific duties may impose unique conditions which require modification to the terms. The parties therefore agree that either party may propose, on a situation-by-situation basis, modifications to the express terms of this Agreement throughout its term. Such proposed modifications may include, but are not limited to, such conditions as Employer-provided housing, transportation, shift schedules, overtime, etc. In the absence of mutual agreement on the proposed modification(s) the terms of this Agreement shall prevail.

ARTICLE 29 - TERM OF AGREEMENT

29.01

This Agreement shall be effective January 1, 2007 and remain in effect through December 31, 2008, except as provided herein.

June 30, 2007

29.02

The parties recognize as 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 that impasse exists in accordance with AS 23.40.070-260. The parties may agree to pursue reasonable efforts to obtain a mutually satisfactory resolution.


29.03

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.

29.04

Either party may give written notice during the period September 1, 2008 through September 30, 2008, of its desire to negotiate a successor agreement. Negotiations shall commence on or after October 1, 2008.


State of Alaska



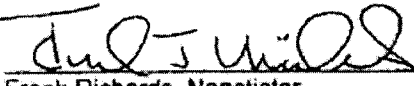
Annette Kreitzer, Commissioner  
Department of Administration



Dianne Kiesel  
Chief Spokesperson



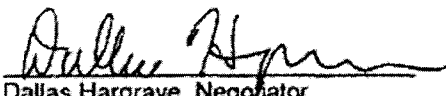
Sharon Dick, Negotiator



Frank Richards, Negotiator

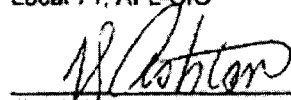


Troy LaRue, Negotiator

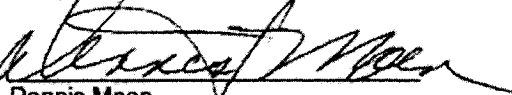


Dallas Hargrave, Negotiator

Local 71, AFL-CIO



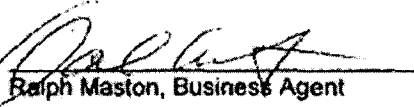
Jim Ashton  
Business Manager



Dennis Moen,  
Business Agent



Tom Brice, Business Agent



Ralph Maston, Business Agent

7/9/08  
dk  
Poz

## APPENDIX A

It is agreed between the parties that for the purposes of layoff, the following class series are recognized to determine bumping and recall rights for the purposes of Article 22.04 and 22.05 of the – 2007 - 2008 Agreement.

Occupational Safety and Compliance Officer	49
Safety Inspection and Compliance, Electrical Inspector	49
Safety Inspection and Compliance, Elevator Inspector	49
Safety Inspection and Compliance, Plumbing Inspector	49
Building Maintenance Series (Bldg/Facility/Const)	
Maintenance Specialist, Bldg/Facility/Const, Foreman	50
Maintenance Specialist, Bldg/Facility/Const, Journey II/Lead	51
Maintenance Specialist, Bldg/Facility/Const, Journey I	53
Building Maintenance Series (Electrical Utility)	
Maintenance Specialist, Electrical Utility, Foreman	50
Maintenance Specialist, Electrical Utility, Journey II/Lead	51
Maintenance Specialist, Electrical Utility, Journey I	53
Building Maintenance Series (Electrician)	
Maintenance Specialist, Electrician, Foreman	50
Maintenance Specialist, Electrician, Journey II/Lead	51
Maintenance Specialist, Electrician, Journey I	53
Building Maintenance Series (Electronics)	
Maintenance Specialist, Electronics, Foreman	50
Maintenance Specialist, Electronics, Journey II/Lead	51
Maintenance Specialist, Electronics, Journey I	53
Building Maintenance Series (Plumbing)	
Maintenance Specialist, Plumbing, Foreman	50
Maintenance Specialist, Plumbing, Journey II/Lead	51
Maintenance Specialist, Plumbing, Journey I	53
Building Maintenance Series (Traffic Cntrl & Elec Sys)	
Maintenance Specialist, Traffic Cntrl & Elec Sys, Foreman	50
Maintenance Specialist, Traffic Cntrl & Elec Sys, Journey II/Lead	51
Maintenance Specialist, Traffic Cntrl & Elec Sys, Journey I	53
Building Maintenance Series (Generalist)	
Maintenance Generalist, Foreman	52
Maintenance Generalist, Lead	53
Maintenance Generalist, Journey	54
Maintenance Generalist, Sub-Journey I	56
Maintenance Generalist, Sub-Journey II	58

Food Service Series

Food Service, Foreman	53
Food Service, Lead	56
Food Service, Journey	57
Food Service, Sub-Journey	61
Environmental Services Series	
Environmental Services, Foreman	57
Environmental Services, Lead	58
Environmental Services, Journey I	60
Environmental Services, Journey II	61
Driller Series	
Driller, Journey	53
Driller, Sub-Journey	54
Equipment Maintenance Series (Automotive)	
Mechanic, Automotive, Foreman II	51
Mechanic, Automotive, Foreman I	52
Mechanic, Automotive, Advanced Journey/Lead	53
Mechanic, Automotive, Journey	54
Mechanic, Automotive, Sub-Journey	56
Equipment Maintenance Series (Aircraft)	
Mechanic, Aircraft, Foreman II	51
Mechanic, Aircraft, Foreman I	52
Mechanic, Aircraft, Advanced Journey/Lead	53
Mechanic, Aircraft, Journey	54
Mechanic, Aircraft, Sub-Journey	56
Equipment Operator Series	
International Airport Foreman	49
Rural Airport Foreman	49
Equipment Operator Foreman II	50
Equipment Operator Foreman I	51
Equipment Operator, Lead / Journey III	52
Equipment Operator, Journey II	53
Equipment Operator, Journey I	54
Equipment Operator, Sub-Journey II	56
Equipment Operator, Sub-Journey I	58
Engineering Series	
Engineering Technician, Journey	54
Engineering Technician, Sub-Journey III	55
Engineering Technician, Sub-Journey II	57
Engineering Technician, Sub-Journey I	59
Materials Lab Series	
Materials Laboratory Technician, Foreman	51
Materials Laboratory Technician, Specialist/Lead	52
Materials Laboratory Technician, Journey	53
Materials Laboratory Technician, Sub-Journey IV	54
Materials Laboratory Technician, Sub-Journey III	56
Materials Laboratory Technician, Sub-Journey II	57
Materials Laboratory Technician, Sub-Journey I	59
Storekeeper/Partsman Series	

Stock & Parts Services, Lead	53
Stock & Parts Services, Journey II	54
Stock & Parts Services, Journey I	55
Stock & Parts Services, Sub-Journey	57
Survey Series	
Survey, Lead	53
Survey, Journey	54
Survey, Sub-Journey II	56
Survey, Sub-Journey I	58

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