

MEMORANDUM

State of Alaska
Department of Administration
Division of Personnel

To: All Human Resources Managers

Date: May 30, 2001

From: Sharon Barton 
Director
Division of Personnel

Phone: 465-4429

Fax: 465-2269

Email: Sharon_Barton@admin.state.ak.us

Subject: Rescinding Interpretive Memo 00-G-008

On May 22, 2001, a Letter of Grievance Resolution (LGR) was executed in response to grievance 01-G-126. This Resolution, in part, sets out the interpretation and application of Article 21.01 – Wages of the 2000-2003 collective bargaining agreement between the Alaska State Employees Association and the State of Alaska. While this LGR was distributed last week, another copy is attached to this memorandum for your convenience.

The interpretation and application as set out in the May 22, 2001, LGR is not consistent with the interpretive memorandum on this subject issued July 20, 2000. This memorandum is written to rescind the memorandum 00-G-008 and clarify how the LGR is applied.

Effective May 22, 2001, Interpretive Memorandum 00-G-008 is rescinded. Step placements made under the 00-G-008 memorandum prior to May 22, 2001, shall remain as established at the time. Job offers made *and accepted* prior to May 22, 2001, that set step placement consistent with the 00-G-008 memorandum will remain as offered.

All hires and/or job offers made on May 22, 2001, or later, will be paid in accordance with the interpretation set out in the Letter of Grievance Resolution for 01-G-126.

Please contact Greg Elliott, Labor Relations Specialist, at 465-3812, if you have any questions regarding this memorandum.

Attachment

cc:

Division of Personnel Employees

ASEA file

LETTER OF GRIEVANCE RESOLUTION
Between
THE STATE OF ALASKA
and
ASEA/AFSCME Local 52
representing
THE GENERAL GOVERNMENT BARGAINING UNIT
concerning
THE INTERPRETATION AND APPLICATION
of
ARTICLE 12, Section 12.05 Paragraph C,
ARTICLE 21, Section 21.01 E, Section 21.06 C, and Section 21.07 A.
of the
2000-2003 COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE PARTIES

This Letter Of Grievance Resolution (LGR) is entered into by and between the State of Alaska and the Alaska State Employees Association, AFSCME Local 52, AFL-CIO, to address the interpretation and application of certain provisions of the existing collective bargaining agreement between the parties that became effective July 1, 2000, pertaining to the General Government Bargaining Unit (GGU). It is understood and agreed that this LGR resolves grievance number A2000-G-303, referred to by the State as 01-G-126.

The provisions of the agreement covered by this Memorandum of Understanding are as follows:

ARTICLE 12 - LAYOFF

Section 12.05 C. Special Recruitment Procedures Under Severe Reductions in Force.

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

Interpretation:

In determining whether the 1.5% threshold of the total number of bargaining unit positions within a job classification family has been met in this provision, only those employees who have been separated from State service because of lack of work or lack of funds will be counted.

ARTICLE 21 – WAGES

Section 21.01 – Wages.

- E. All bargaining unit members who have been at Step F for a period of one (1) year or more on July 1, 2000, shall be moved to salary step G on that date, and shall remain at that step until eligible for longevity increment J as provided in subsection C. Effective July 1, 2000, all employees at longevity increments J, K, L, and M shall be paid at the rates provided for in Subsection A and Section 21.03, but the employees' longevity anniversary dates shall remain unchanged.

Interpretation:

In determining when employees covered by this section will be eligible for movement to Step J, all time at Step F in excess of one year will be credited as time in Step G for purposes of moving to Step J. The total time spent in steps F and G, combined, shall be thirty-six (36) months.

For example, an employee who attained step F on August 16, 1998, will have spent one (1) year and ten (10) months at the time such employee moves to Step G on 7/1/2000. Such employee will have the one (1) year and ten (10) months credited towards the time needed to move to Step J. In this scenario, the employee will move to Step J on August 16, 2001.

21.06 General Pay Administration

C. Promoted Employees:

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

Application:

Where the step increase required for an employee in these sections results in a pay rate that falls between two steps at the pay range to which they are being promoted, in keeping with the application of prior Agreements employees will be placed at a new wage step that is closest to a one or two step increase from the range they held prior to the promotion.

For example, an employee in Range 18, Step K is assigned a bimonthly salary of \$2,387.00. If such employee was in Range 18, Step K with less than one-half (1/2) of the time required to move to Step L and was promoted to Range 20, a one step increase at Range 18 results in a bimonthly salary of \$2,476.50. At Range 20, this salary amount falls between Steps F and G. In such case, the employee will be placed at Step F. If the same employee had been at Range 18, Step K with more than one-half (1/2) of the time required to move to Step L and was promoted to Range 20, a two step increase at Range 18 results in a bimonthly salary of \$2,569.50. At Range 20, this salary amount falls between Steps G and J. In such case, the employee will be placed at Step G.

21.07 Pay Procedures

A. Payday.

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

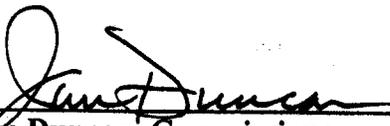
Application:

Checks will be considered timely if postmarked two (2) days prior to the due date for the following pay dates:

July 13, 2001
September 14, 2001
September 13, 2002

In witness thereof, the parties hereto have executed this Memorandum of Understanding this 22nd day of May, 2001, at Anchorage, Alaska.

FOR THE STATE OF ALASKA:

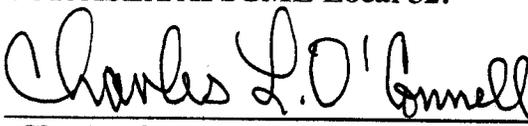


Jim Duncan, Commissioner
Department of Administration

5/22/01

Date

FOR ASEA/AFSCME Local 52:



Charles O'Connell, Business Manager
ASEA, AFSCME Local 52

May 22, 2001

Date