

Summary of Substantive Changes in the ACOA Collective Bargaining Agreement effective through 2021

This simplified summary is provided only for convenient reference. For any questions, please refer to the exact wording of the collective bargaining agreement. **The more notable changes for managers and employees to be aware of in the workplace are highlighted.**

Pay:

ARTICLE	CHANGE
13.11	COs may elect to earn compensatory time in lieu of overtime, with the individual agreement of management
21.1	Effective July 1, 2019, the wage scale in effect for correctional officers will increase by 4.5%. Effective July 1, 2020, the wage scale in effect for correctional officers will increase by a further 3%.
21.5	Field Training Officers will receive the 5% FTO premium pay for all work time “training, or completing required FTO paperwork and reports.”
21.8	Members of the Special Operation Response Team/Incident Response Team will receive a 7.5% hazard pay premium in increments of four hours “when deployed to a facility to respond to an inmate disturbance.” This language applies even if the SORT/IRT member was already at work at the facility
21.13(C)(4)	COs with frozen pay (for instance, those reclassified) will be assigned a pay step representing an increase of at least one pay step when promoting
21.13(D)	COs taking a voluntary demotion, at a pay increment (J or above), will be placed at the pay step in the lower pay range that they would have earned if they had never promoted, or if having never served as a CO at the lower range, then at their existing pay step at the lower range
21.13(F)(1)(d)	Deletes language providing that reclassified employees cannot be placed at a Pay Increment (step J and above) higher than that already earned

Leave and work Rules (not affecting pay):

ARTICLE	CHANGE
1.4	Introduces a new process where a CO can file an appeal challenging the CO’s job classification (i.e. classification as a CO II, CO III, and CO IV), with the Department of Administration having the final decision
3	Deletes language requiring union dues objectors to pay equivalent fees to the union. This deletion is in order to comply with the 2018 U.S. Supreme Court decision <i>Janus v. AFSCME</i>

6.1	Prohibits discrimination on the basis of sexual orientation
9.2	Provides the probation period for the new CO III job class is one year
9.5	Adds the new CO III job class to the section on voluntary demotions, on the same terms as the others
9.7(D)	Incorporates prior agreement that CO seniority is based on cumulative total time employed as a CO, and is not lost by leaving the CO job class or leaving state employment. Removes minor exceptions to that rule.
9.8	Incorporates agreement that COs can apply for lower-level CO jobs without first voluntarily demoting. Also, vacancies filled by transfer list do not require a new state job application through Workplace Alaska
10.3	Adds the new CO III job class to the language regarding layoff and layoff bumping, on the same terms as the other CO job classes. Extends time on layoff list to three years
12.2(B)	COs now have five working days' notice before pre-disciplinary interview with Human Resources. The notice will identify the HR Consultant.
12.2	Provides <i>Garrity</i> rights by requiring COs to cooperate and answer all questions in a job-related pre-disciplinary interview
12.B(C)	ACOA and CO will receive notice when disciplinary investigation is closed as unsubstantiated.
12.3(D)	CO and ACOA will have advanced opportunity to review relevant security video, rather than watching it immediately before the pre-disciplinary interview
12.4	Requires management to bargain the effects with ACOA of any decision to re-establish a criminal investigatory unit in DOC.
13.3(A)(4)	Clarifies the decision on what amount of an overtime assignment to offer to the overtime list is up to management, by providing that "management may, but need not, fragment overtime" opportunities for those on the overtime list
13.3(B)(8)	When management rescinds an overtime opportunity that a CO has already accepted, management will place the CO deprived of the overtime at the top of the next overtime list
18.1(A)	Adds that COs on the 42-hour schedule will be allowed to leave the facility during the meal break. Clarifies COs on a 42-hour schedule must report a missed meal break on their timesheet in order to be paid for the time
20.1(G)	"The State shall make every reasonable effort to honor leave that was previously approved"
20.2(A)(1)	Clarifies that, where management may ask for a doctor's note after three days of absence, these are three of the CO's consecutive working days not including intervening Regular Days Off
20.2(A)(3)	Extends the grounds for granting personal leave for funerals to unmarried partners
20.2(B)(2)	Extends the time period to donate personal leave during a pay period to noon on the first day of the next pay period
20.2(B)(4)	Clarifies that personal leave donations that have not been processed and have not been used will be returned to the donor
20.3(A)	Requires COs to provide seven calendar days' notice of potential jury duty or their potential need to attend court, in order to be credited paid court leave for the absence, rather than having to take personal leave

20.11	Employees giving birth may take nine weeks of leave after the birth, even if they have exhausted Family Medical Leave Act and Alaska Family Leave Act entitlements. Note that if the employee runs out of personal leave and leave donations, then this leave is unpaid.
21.2(A)	Clarifies that Geographic Differential is based on permanent duty station, and not affected by travel or temporary assignment
23.2	Incorporates DOC policy that seven new uniforms will be given to a CO upon hire. Prohibits a CO from being given used uniforms. Requires a CO to turn in a used uniform to receive a new one, and to turn in all uniforms upon leaving the CO career.
24.5	The on-duty supervisor will notify the Association within thirty-six (36) hours when a Correctional Officer is physically assaulted while on duty.
27.1(B)	Management will ordinarily purge the supervisory file after completing a performance evaluation, except for files needed for a supervisory purpose. Management may remove anecdotal files (memos) and Letters of Instruction or Expectation older than two years upon request, with management getting the final decision.
27.1(C)	“Before releasing information pertaining to incidents in the facilities to the media, or to the public at large, the Employer will redact Bargaining Unit Members’ names and blur faces, if, in the Employer’s judgment, such redactions are allowable under applicable law, including the Public Records Act.”
37	The effective date of the collective bargaining agreement is July 1, 2018 through June 30, 2021. (Note that some provisions within the contract have their own effective dates, changes associated with this collective bargaining agreement were implemented only upon approval of the collective bargaining agreement by the legislature in the Spring of 2019, no provisions were retroactive)

Benefits:

ARTICLE	CHANGE
17.1(B)	The employer will maintain optional employee-purchased supplemental life insurance
17.3	Effective January 1, 2020, the employee’s contributions to the Select Benefits AlaskaCare health plan monthly premiums will be \$60 per month for the employee-only economy plan and \$160 per month for the employee-plus-family plan. These amounts will be deducted from CO pay pre-tax, and COs should take that into consideration before selecting their 2020 AlaskaCare plan. Effective January 1, 2021, the employee’s contributions will be an amount not to exceed 15% of the designated monthly premium for the employee-only and employee-plus-family economy plans.
24.2	Clarifies that COs must obtain and turn in an Explanation of Benefits (EOB) from their medical insurance before claiming reimbursement from DOC for an annual physical