

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~~religion, color, age, physical or mental disability sex, marital status, changes in marital status, pregnancy, parenthood, 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.

The parties agree that they will not unlawfully discriminate in any employment matter against any Bargaining Unit Member. The parties agree that Bargaining Unit Members will have the right to utilize the Employer's internal discrimination complaint procedure should a dispute involving the provisions of this section arise. Statutory discrimination claims, referenced above, are not subject to the grievance and arbitration provision of Article 9.

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 people with disabilities. A person with a disability 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

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 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 (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.

E. Working Outside the Bargaining Unit

Any employee who has received prior written delegation from his/her division director or designee to perform essentially all of the duties of a specific position in a higher range than the employee's own, and outside the bargaining unit, for fifteen (15) or more consecutive calendar days shall, retroactive to the first (1st) day, be paid at the step of the higher range that would be appropriate in case of promotion. Upon commencement of duties in the employee's regular position, the employee will return to their normal rate of pay. Such delegation to act at the higher range shall not exceed sixty (60) calendar days, which may be extended by the Director of the Division of Personnel and Labor Relations.

In an emergency, the prior written delegation may be waived; however, written delegation by the division director or designee must be received within three (3) working days of the commencement of the duties of the higher range.

Accrued personal leave used or cashed out while in acting status shall be paid at the employee's regular rate of pay. When acting in a higher range position that is exempt from the Fair Labor Standards Act (FLSA) the employee will not be eligible for overtime during the assignment.

It shall not be a violation of this Agreement, nor cause for disciplinary action, should an employee decline to accept a prior written delegation of authority. Employees will be informed of the likely length of a delegation of authority at the time it is offered.

13.02- WAGE SCHEDULE & STEP PLACEMENT

The wage tables shown in Section 13.02.A is the base wage schedule in effect June 30, ~~2012~~2015 and remain in effect through the duration of this agreement. The wage schedule is found on and derived from the Division of Finance website.

A. Wage Schedule.

Merit Increases						
	1 yr	2 yr				
Range	Step A	Step B	Step C	Step D	Step E	Step F
49	28.3229.47	29.3430.50	30.3431.57	31.4032.67	32.5033.81	33.6434.99
50	27.0428.14	27.9929.12	28.9730.14	29.9831.19	31.0332.28	32.1233.41
51	25.7026.73	26.6027.67	27.5328.64	28.4929.64	29.4930.68	30.5231.75
52	24.2825.27	25.1326.15	26.0427.07	26.9228.02	27.8629.00	28.8430.02
53	22.6923.60	23.4824.43	24.3025.29	25.1526.18	26.0327.10	26.9428.05
54	21.2922.16	22.0422.94	22.8423.74	23.6424.57	24.4425.43	25.3026.32
55	20.1620.98	20.8721.71	21.6022.47	22.3623.26	23.1424.07	23.9524.91
56	19.0319.80	19.7020.49	20.3921.21	21.1021.95	21.8422.72	22.6023.52
57	18.0718.80	18.7019.46	19.3520.14	20.0320.84	20.7321.57	21.4622.32
58	17.0517.74	17.6518.36	18.2719.00	18.9419.67	19.5720.36	20.2521.07
59	16.0916.74	16.6517.33	17.2317.94	17.8318.57	18.4519.22	19.1019.89
60	15.0715.68	15.6016.23	16.1516.80	16.7217.39	17.3418.00	17.9218.63
61	12.7313.24	13.1813.70	13.6414.18	14.1214.68	14.6415.19	15.1215.72

B. The base wage schedule in effect June 30, 2012 will increase by 2% on July 1, 2012. The base wage schedule in effect June 30, 2013 will increase by 1% on July 1, 2013. The base wage schedule in effect June 30, 2014 will

~~increase by 1% on July 1, 2014.~~

~~C.B.~~ **Step Placement Upon Appointment.** ~~Effective July 1, 2010, u~~Upon initial appointment, each new employee will enter the schedule at Step A and shall remain at that Step for one year, and shall move to Step B at the beginning of the following pay period. Movement between Merit Steps shall be extended one month for each twenty-three (23) working days of leave without pay in a leave year.

~~D.C.~~ **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.D.~~ **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.E.~~ **Step Placement Upon Rehire.** If a rehired employee, who separated in good standing, is reappointed to the same class, to a parallel class, or a lower class within the same class series with prior approval of the Director of Division of Personnel and Labor Relations in which the employee previously held permanent or probationary status, the appointing authority will make the appointment at the same step in the salary range for the class that the employee occupied before separation, provided that rehire occurs within a period of ~~two (2)~~ three (3) years. If appointed above the beginning step of the range, the employee's merit or pay increment anniversary date will be the first day of the following pay period for the period of time required to advance to the step, one (1) year or two (2) years, depending on the type of step.

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 Control & Electrical Systems, Journey II/Lead
Mechanic, Automotive, Foreman II
Mechanic, Aircraft, Foreman II
Materials Laboratory Technician, Foreman
Materials Laboratory Technician, Foreman I

Wage Group 52

Maintenance Generalist, Foreman
Mechanic, Automotive, Foreman I
Mechanic, Aircraft, Foreman I
Mechanic, Rural ARFF, Advanced Journey
Equipment Operator, Lead / Journey III
Materials Laboratory Technician, Specialist/Lead
Wildland Fire Support Services V

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 Control & Electrical Systems, 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~~ IV
Survey, Lead
Wildland Fire Support Services IV

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~~ IIII
Survey, Journey
Wildland Fire Support Services III

Wage Group 55

Engineering Technician, Sub-Journey III
Stock & Parts Services, ~~Journey~~ III
Wildland Fire Support Services II

Wage Group 56

Maintenance Generalist, Sub-Journey II
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
Wildland Fire Support Services I

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 I~~

Wage Group 58

Maintenance Generalist, Sub-Journey I
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 II

Wage Group 61

Food Service, Sub-Journey
Environmental Services, Journey I

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

It is the obligation of the Employer to maintain and establish a classification system and a pay plan. Classification disputes are not subject to the grievance and arbitration provisions of Article 9. The procedures outlined below will be the only method of settling any dispute concerning substantive classification matters.

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) working 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 and Labor Relations in writing of its objections within thirty (30) calendar 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) working 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) calendar days, the director shall issue a decision in writing to the Union.

current annual rating by the employee's supervisor is designated as mid-acceptable or better. Movement between Pay Increments shall be extended by one (1) month for every twenty- three (23) working days leave without pay each year.

Pay increments will only be awarded through a performance evaluation in which the employee is considered to have a mid-acceptable or better commencing on the first day of the pay period following the fulfillment of the service requirement. If a pay increment is delayed due to an untimely performance evaluation, upon receipt of the evaluation with an annual rating of mid- acceptable or better, the pay increment will be granted retroactive to the employee's anniversary date.

Pay Increments (continue every 2 years)						
	2-yr	2-yr	2-yr	2-yr	2-yr	2-yr
Range	Step-J	Step-K	Step-L	Step-M	Step-N	Step-O
49	34.90	36.21	37.57	38.98	40.44	41.96
50	33.32	34.57	35.87	37.22	38.62	40.07
51	31.66	32.85	34.08	35.36	36.69	38.07
52	29.92	31.04	32.20	33.41	34.66	35.96
53	27.95	29.00	30.09	31.22	32.39	33.60
54	26.25	27.23	28.25	29.31	30.41	31.55
55	24.85	25.78	26.75	27.75	28.79	29.87
56	23.45	24.33	25.24	26.19	27.17	28.19
57	22.26	23.09	23.96	24.86	25.79	26.76
58	21.01	21.80	22.62	23.47	24.35	25.26
59	19.82	20.56	21.33	22.13	22.96	23.82
60	18.59	19.29	20.01	20.76	21.54	22.35
61	15.69	16.28	16.89	17.52	18.18	18.86

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~~ steps above daily rate for eligible employees in Wage Groups 61 through 56 and two dollars and fifty-three cents (\$2.53) per day times ~~step due district~~ steps above daily rate 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:

$$\begin{array}{r}
 \text{daily rate} \\
 \times (\text{times}) \quad \text{steps } \text{due district} \text{above daily rate} \\
 \times (\text{times}) \quad 7 \\
 / (\text{divided by}) \quad 37.5.
 \end{array}$$

~~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 Election 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 ¹	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 ²	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(e)	9
Barrow-Kobuk	17	9
Nome	18	8
Wade-Hampton	19	8
Outside Alaska		-4

<u>Location</u>	<u>Steps Above Daily Rate</u>
<u>Adak</u>	<u>8</u>
<u>Akutan</u>	<u>8</u>
<u>Anchorage</u>	<u>0</u>
<u>Anchorage International Airport</u>	<u>0</u>
<u>Aniak</u>	<u>9</u>
<u>Barrow</u>	<u>9</u>
<u>Bear Creek</u>	<u>8</u>

<u>Bethel</u>	<u>8</u>
<u>Birch Lake</u>	<u>4</u>
<u>Camp Carroll</u>	<u>0</u>
<u>Cantwell</u>	<u>7</u>
<u>Cascade</u>	<u>2</u>
<u>Central</u>	<u>5</u>
<u>Chandalar (Chandler) Camp</u>	<u>9</u>
<u>Chitina</u>	<u>5</u>
<u>Chulitna</u>	<u>2</u>
<u>Coffman Cove</u>	<u>1</u>
<u>Cold Bay</u>	<u>8</u>
<u>Coldfoot Camp</u>	<u>9</u>
<u>Cordova</u>	<u>4</u>
<u>Dalton Highway (Roving Crew LOA)</u>	<u>4</u>
<u>Deadhorse</u>	<u>9</u>
<u>Delta Junction</u>	<u>5</u>
<u>Dillingham</u>	<u>8</u>
<u>Dutch Harbor</u>	<u>8</u>
<u>Eagle</u>	<u>5</u>
<u>Eagle River</u>	<u>0</u>
<u>Eielson AFB</u>	<u>4</u>
<u>Ernestine</u>	<u>5</u>
<u>Fairbanks</u>	<u>4</u>
<u>Fort Wainwright</u>	<u>4</u>

<u>Fort Yukon</u>	<u>9</u>
<u>Galena</u>	<u>9</u>
<u>Girdwood</u>	<u>0</u>
<u>Glenallen</u>	<u>5</u>
<u>Gustavus</u>	<u>2</u>
<u>Haines</u>	<u>2</u>
<u>Healy</u>	<u>7</u>
<u>Homer</u>	<u>2</u>
<u>Hoonah</u>	<u>2</u>
<u>Huslia</u>	<u>9</u>
<u>Iliamna</u>	<u>8</u>
<u>JBER</u>	<u>0</u>
<u>Jim River</u>	<u>9</u>
<u>Juneau</u>	<u>0</u>
<u>Kalsin Bay</u>	<u>3</u>
<u>Kasilof</u>	<u>2</u>
<u>Kenai</u>	<u>2</u>
<u>Ketchikan</u>	<u>0</u>
<u>King Cove</u>	<u>8</u>
<u>King Salmon</u>	<u>8</u>
<u>Klawock</u>	<u>1</u>
<u>Kodiak</u>	<u>3</u>
<u>Kotzebue</u>	<u>9</u>
<u>Kulis ANG Base</u>	<u>0</u>

<u>Livengood</u>	<u>7</u>
<u>Mackenzie Point</u>	<u>1</u>
<u>Manley Hot Springs</u>	<u>7</u>
<u>McGrath</u>	<u>9</u>
<u>Montana Creek</u>	<u>4</u>
<u>Mount Edgecumbe</u>	<u>1</u>
<u>Nelchina</u>	<u>5</u>
<u>Nenana</u>	<u>7</u>
<u>Ninilchik</u>	<u>2</u>
<u>Nome</u>	<u>8</u>
<u>North Kenai Camp</u>	<u>2</u>
<u>Northway</u>	<u>5</u>
<u>O'Brien Creek</u>	<u>5</u>
<u>Palmer</u>	<u>1</u>
<u>Paxson</u>	<u>5</u>
<u>Petersburg</u>	<u>1</u>
<u>Quartz Creek</u>	<u>2</u>
<u>Sag River</u>	<u>9</u>
<u>Saint Mary's</u>	<u>8</u>
<u>Seldovia</u>	<u>2</u>
<u>Seven Mile Camp</u>	<u>9</u>
<u>Seward</u>	<u>2</u>
<u>Silvertip</u>	<u>2</u>
<u>Sitka</u>	<u>1</u>

<u>Skagway</u>	<u>2</u>
<u>Slana</u>	<u>5</u>
<u>Soldotna</u>	<u>2</u>
<u>South Fork</u>	<u>5</u>
<u>Talkeetna</u>	<u>2</u>
<u>Tanana</u>	<u>7</u>
<u>Tazlina</u>	<u>5</u>
<u>Teller</u>	<u>8</u>
<u>Thompson Pass</u>	<u>5</u>
<u>Tok</u>	<u>5</u>
<u>Trimms Camp</u>	<u>5</u>
<u>Unalakleet</u>	<u>8</u>
<u>Unalaska</u>	<u>8</u>
<u>Valdez</u>	<u>5</u>
<u>Wasilla</u>	<u>1</u>
<u>Willow</u>	<u>2</u>
<u>Wrangell</u>	<u>1</u>
<u>Yakutat</u>	<u>4</u>
<u>Outside Alaska</u>	<u>-4</u>

~~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.~~

~~The parties agree to reopen this Article for a period not to exceed 30 calendar days between December through February 2013 for the sole purpose to negotiate Article 13.05. The parties recognize any change to monetary terms in Article 13.05 are subject to legislative approval and funding according to AS 23.40.215. In the absence of mutual agreement for change to Article 13.05 or funding by the legislature,~~

~~the original 13.05 terms will carry forward unchanged for the duration of this agreement.~~

The parties agree that no employee will receive less than they currently receive in subsistence as a result of the adoption of this revision to geographic locations from previous agreements.

If a new duty station is established, the parties agree to meet and confer to determine the appropriate steps above the daily rate for the new location.

13.06- PREMIUM PAY

A. **Overtime.** The Employer shall equalize the distribution of overtime among the bargaining unit members who desire to work overtime, and those not desiring to work overtime shall preferably not be assigned to work overtime. This does not preclude the Employer from assigning and requiring overtime work of bargaining unit members based on reasons such as the qualifications of the members and the amount of work to be accomplished. Compulsory overtime may be necessary when the Employer determines it is in the public's best interest, such as natural disasters or weather related emergencies.

An employee shall be paid overtime for all work in excess of eight (8) hours of work in any one ~~day shift~~ 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 purposes of clarification it is agreed that the employee's first and second scheduled days off follow the employee's five (5) scheduled work days of their work schedule.

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.

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 for that shift. However, for all work ~~on performed on the second scheduled day off, provided it is~~ the seventh (7th) consecutive day of work, two (2) times the basic rate of pay shall be allowed for that shift.

B. Holiday Pay. Through December 15, 2015, ~~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.

Starting December 16, 2015 the following applies:

All hours worked on a holiday shall be paid at the holiday premium rate of time and one-half (1.5) the appropriate pay rate, in addition to seven and one-half (7.5) hours straight time 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 a workweek for overtime purposes.

All hours worked on any shift that begins or ends between 12:01 a.m. and midnight on the day of observance as determined under Article 18.03, will be paid in accordance with this article. If more than one shift is worked on a holiday, only the first shift would be paid at the holiday premium rate.

Holidays not worked by the employee shall be counted in pay status for the purpose of

fulfilling the minimum workweek requirement. When an employee is regularly scheduled to work two shifts that cross over a designated holiday, and the employee observes the holiday by not working one of the shifts, there will be no entitlement to holiday premium pay for hours worked during the other shift.

~~B.~~

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 regularly scheduled shift, excluding overtime hours, shall determine eligibility for shift differential. All hours worked from the beginning of the employee's regularly scheduled 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

For employees starting in a position after July 1, 2010 the probationary period for classifications in this bargaining unit shall be one (1) year, 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.

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 39.25.19539.25.200, 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.

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.~~

The workweek shall consist of thirty-seven and one-half (37.5) hours in pay status during the defined workweek. The default defined workweek will be Sunday midnight to Sunday midnight; however, alternate defined workweeks may be necessary depending on an employee's work schedule and will be assigned in writing by the supervisor. 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. The work schedule shall consist of five (5) consecutive work days followed by two (2) consecutive regular days off.

It is understood and agreed between the parties that when a work schedule change occurs, including a schedule change to or from an Alternate Workweek Agreement, the requirement for consecutive workdays in each applicable work schedule shall be invalid for that fourteen (14) day period beginning at the start of the workweek of the former schedule. 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. If the schedule change results in an employee working more than seven (7) consecutive days at straight-time, the employee will be entitled to overtime at the rate of one and a half (1.5) times the employee's base rate for all hours worked on consecutive shifts exceeding the 7th day during the fourteen (14) period. This does not affect the daily overtime threshold.

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 regular 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 regular 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

Employees who are using the electronic timekeeping system will have access to review their time card on the system. If the employee is not able to access their time card on the system, then the employer will make available a copy upon eight (8) working hours written notice by the employee or the authorized Union representative.

C. 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. The parties agree that if a bi-weekly pay schedule becomes available in the future, it will be implemented at the State's convenience. Leave accrual and any other conditions or benefits calculated based on a semi-monthly pay cycle will be recalculated to ensure that the conditions or annual benefits are not reduced by a conversion to a bi-weekly pay cycle.

The parties agree that if a new program becomes available to the State where paychecks are no longer mailed (because of mandatory direct deposit), then the language regarding the mailing of paychecks in this section is no longer valid. If an employee does not receive their direct deposit within twenty-four (24) hours of the close of business on payday or if the employee who elects to receive their paycheck at home or at work does not receive their paycheck on payday, the employee shall be entitled to penalty pay of forty dollars (\$40.00) per day for each day the payment or 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 pay advices or 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-payday~~.

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.

2. The third (3rd) Monday of January, known as Martin Luther King, Jr. Day;
3. The third (3rd) Monday in February, known as Presidents' 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 (4th) of July, known as Independence Day;
7. The first (1st) Monday in September, known as Labor Day;
8. The eighteenth (18th) of October, known as Alaska Day;
9. The eleventh (11th) of November, known as Veterans Day;
10. The fourth (4th) Thursday in November, known as Thanksgiving Day;
11. The twenty-fifth (25th) 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.

Holidays may be rescheduled to another day in the workweek or in the work schedule in which the holiday was to be observed with mutual agreement between the employee and supervisor.

~~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.~~

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

A. 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 ten (10) 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.

B. For an employee who is denied a Pay Increment increase under Article 13.04, the following process shall be the sole and exclusive method for resolution:

Level One: Within thirty (30) calendar days after receipt of a copy of the finalized evaluation, the employee must submit through the Union a written request to the director of the employee's division asking that the director investigate allegations that the evaluation includes factual inaccuracies, or that in the preparation of the evaluation management has been arbitrary or capricious, or has been motivated by discrimination or bias. The written request must state specifically the allegations to be investigated and, to the degree that information in support of those allegations is known, identify the facts surrounding the controversy. The list of allegations to be investigated shall not be expanded after the initial submission to the Employer except by written mutual agreement of the parties. The division director or section manager shall have thirty (30) calendar days to assign an investigator outside the complaint's direct chain of command to investigate and make written recommendations to the Director regarding revision of the evaluation, with a copy to the Union.

Level Two: In the event the dispute is not resolved by the recommendations at Level 1, the employee through the Union shall submit a written request for informal hearing to the Director of the Division of Personnel and Labor Relations within ten (10) working days after receipt of the recommendations. Absent such a request, the Director shall adjust the evaluation in accord with the recommendations, provided that those recommendations are not in violation of law or regulation. If a hearing is requested, every reasonable effort shall be made to schedule the hearing within thirty (30) calendar days of the request and in no case later than sixty (60) calendar days. Hearings shall be conducted by an individual outside the employing department and bargaining unit assigned by the Director of Personnel and Labor Relations. The employee and the employing department shall have one (1) hour each to present additional testimony and documentary evidence, which shall be considered by the Hearing Official together with the employee's initial request and the Level One recommendations. The Hearing Official shall issue a final decision within fifteen (15) working days after the close of the informal hearing revising those contested facts found to be inaccurate. Other contested portions of the evaluation shall be revised upon a finding by the Hearing Official that in the preparation of the evaluation management has been arbitrary or capricious, or was motivated by discrimination or bias.

C. 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 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. Maximum Accrual of Leave. Effective July 1, 2016 personal leave accrued but not used shall accumulate to a maximum of 1,000 hours. Employees who have a personal leave balance that exceeds 1,000 hours shall not accrue leave until such time as his/her personal leave balance is less than 1,000 hours. Leave usage is deducted in the pay period used, while leave earned for a pay period accrual is not available for use until a subsequent pay period. Employees who have a personal leave balance that exceeds 1,000 hours on July 1, 2016 shall be exempt from this provision until January 15, 2017.

On or about September 1st of each year the Division of Finance will provide a listing of all employees whose personal leave balance is 900 or more hours. The employing agency will then notify the employees. For the remainder of the leave year it will be the employee's responsibility to monitor their own leave balances.

B.C. Changes of Accrual Rate. Accrual rate changes will become effective the sixteenth (16th) 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~~ January 1 through December 31).

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 forty-five (45) calendar 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 an 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. Personal leave accrued but not used shall accumulate up to the 1000 hour cap until separation; however, at least seventy-five (75) hours of personal leave must be used each full leave year (January 1 through December 31).~~ If the employee does not use at least ~~thirty seven and one half (37.5)~~ seventy-five (75) hours of personal leave during the leave year, the difference between ~~seventy-five (75)~~ 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 ~~seventy-five (75)~~ 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 ~~seventy-five (75)~~ thirty seven and one half (37.5) hours, any unused portion of the ~~seventy-five (75)~~ 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.

~~Up to thirty seven and one half (37.5) hours of personal leave cashed in under Article 19.04 will be applied to the employee's mandatory leave usage requirement.~~

19.04- LEAVE CASH-IN

Upon written request to the Employer, an employee shall receive payment for the employee's personal leave. 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 thirty-seven and a half (37.5) 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 two (2) hours. The leave slip will have written or typed along the bottom, or in the space provided, "Leave donation to: (employee name, employee identification number)."

B. Donors will submit leave slips for a particular donee to the Division of Personnel & Labor Relations, Payroll Services Supervisor of the department in which the donee is employed. 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. Once the employee returns to work, if after three pay periods in which the donee does not require the use of donated leave, the leave donated and not used by the donee will be returned to the donor.

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 there from. 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.

F. Donations of leave under this section will not reduce the mandatory leave usage requirements established in Section 19.03. 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 &~~ Labor Relations, Payroll 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- 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/personal leave credit account. 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 if requested by the Employer. 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.

19.09- 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.

19.10- 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 or electronically, if electronic option is available 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.

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 any of the three most senior employees signing the job announcement are not 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.~~

~~C. The employer at all times shall have the right to acquire and select from an applicant pool of no less than three applicants.~~

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~~ the employee shall retain 50% of their duty station seniority.

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. For purposes of Article 22.03(C), a transfer shall be considered any movement from one LTC position to another from one duty station to another without a break in service, regardless of the job class or wage grade.

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)~~ three (3) years. If the employee does not return to the classification the employee left within three (3) ~~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 three (3) ~~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 three (3) ~~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)~~ thirty-six (36) 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, ~~2012~~ 2015, the Employer shall contribute \$~~1330~~ 1389 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.~~

Effective July 1, 2016, the Employer shall contribute \$1363 per month to the Union's health insurance

trust for each eligible employee.

Effective July 1, 2017, the Employer shall contribute \$1432 per month to the Union's health insurance trust for each eligible employee.

Upon request, the Trust shall provide the State with the Trust's most recent audited financial statement, Summary Plan Description, a summary of plan changes enacted subsequent to the date of the last Summary Plan Description, as well as expense and revenue data specific to State employees. This shall include State employee contributions, paid claims and stop loss reimbursements, and the State employees' pro-rata share of pharmacy rebates, stop loss premiums and administrative expenses.

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

23.02- EMPLOYEE LIFE INSURANCE

The Employer shall insure the life of every employee in the principle amount of ~~two-ten~~ thousand dollars (\$~~210~~,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.

Department of Corrections employees who are provided all tools and not allowed to bring personal tools into the facility are excluded from the tool allowance provision in this article. However, any Department of Corrections employee who received a tool allowance as of July 1, 2010 will continue to receive the tool allowance as long as it would otherwise be permitted under this article.

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.

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 July 1, ~~2012~~2015 and remain in effect through June 30, ~~2015~~2018, except as provided herein.

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 an impasse exists in accordance with AS 23.40.070-260. The parties agree to pursue reasonable efforts to obtain a mutually satisfactory resolution. The Employer shall submit the required legislation at the earliest possible date. If the Legislature rejects the monetary terms of the Collective Bargaining Agreement in any year of the contract, the parties agree to re-enter negotiations.~~

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 of September 1, ~~2014~~2017 through September 30, ~~2014~~2017 of its desire to negotiate a successor agreement. Negotiations shall commence on or after October 1, ~~2014~~2017.

State of Alaska

Local 71, AFL-CIO

Sheldon Fisher, Commissioner
Department of Administration

Dennis Moen
Business Manager

Leslie Ridel, Deputy Commissioner
Department of Administration

Lon Needles
Vice-President

Kent Durand
Chief Spokesperson

Catherine Lavender
Business Representative

Dan McCrummen, Negotiator

Tom Brice, Business Representative

Michael Coffey, Negotiator

Jordan Adams, Business Representative

Phil Petrie, Member

Khalial Whitten, Attorney

Tracy Smith, Office Manager/Dispatcher

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 2012 - 2015 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 II	56
Maintenance Generalist, Sub-Journey I	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 II	60
Environmental Services, Journey I	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
<u>Mechanic, Rural ARFF, Advanced Journey</u>	
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 IV	53
Stock & Parts Services, Journey III	54
Stock & Parts Services, Journey II	55
Stock & Parts Services, Sub-Journey I	57
Survey Series	
Survey, Lead	53
Survey, Journey	54
Survey, Sub-Journey II	56
Survey, Sub-Journey I	58
<u>Wildland Fire Support Series</u>	
<u>Wildland Fire Support Services V</u>	<u>52</u>
<u>Wildland Fire Support Services IV</u>	<u>53</u>
<u>Wildland Fire Support Services III</u>	<u>54</u>
<u>Wildland Fire Support Services II</u>	<u>55</u>
<u>Wildland Fire Support Services I</u>	<u>56</u>