# MASTER AGREEMENT

**between the**

# STATE OF ALASKA

**and the**

# PUBLIC EMPLOYEES LOCAL 71

**representing the**

# LABOR, TRADES AND CRAFTS UNIT

**Effective July 1, 2024 through June 30, 2027**

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## PREAMBLE

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

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

WITNESSETH, that

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

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

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

## ARTICLE 1 – PURPOSE

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

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

## ARTICLE 2 – RECOGNITION

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

## ARTICLE 3 – UNION ACTIVITIES

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

# ARTICLE 4 – RECRUITMENT AND REFERRAL

No provision of this agreement shall be construed to interfere with the rights of injured workers pursuant to AS 39.25.158 or the rights of pregnant employees pursuant to AS 39.25.520.

**4.01 – REFERRAL SERVICES**

The Union agrees to maintain referral procedures for the purpose of soliciting qualified workers in order to fill all Employer referral requests. Except for promotions, demotions, transfers or emergency appointments, the Employer agrees to use such referral services and will call upon the Union to furnish all qualified workers required prior to posting on Workplace Alaska, including current employees at the duty station in which the vacancy occurred. The Union may refer candidates for three (3) days after receiving notice from the State regarding a vacancy. For the purposes of the procedures below, these candidates will be considered Group A. The Union must refer the candidates to the State by the end of the third (3rd) day, subsequently, the State may utilize the procedures set forth below. Applicants will be hired in order of preference as set out below.

**4.02 – WORKPLACE ALASKA**

Subsequent to the procedures set out in Article 4.01 the Employer may post any vacant position on and source applicants from Workplace Alaska.

A. (Group A) Candidates referred by the Union in accordance with Article 4.01. The three (3) candidates with the highest duty station seniority (if applicable), at the vacancy's duty station, who are qualified and competent to perform the duties of the specific position to be filled. Should Group A yield fewer than three (3) qualified, competent applicants, the Employer may consider all applicants from groups A and B. The Union may continue to send applications until the recruitment is closed in Workplace Alaska.

B. (Group B) Other employees, including nonpermanents, regardless of duty station seniority and those individuals eligible for rehire pursuant to Article 13.02(E). Should groups A and B yield fewer than three (3) qualified and competent applicants, the Employer may consider all applicants from groups A through C.

C. (Group C) All Alaska Residents not included in groups A or B, provided they are authorized to work in the United States. Should groups A through C yield fewer than three qualified and competent applicants, the Employer may consider all applicants from groups A through D.

D. (Group D) Qualified and competent nonresidents of Alaska, provided they are authorized to work in the United States and are willing to move to Alaska. Failure to move to Alaska automatically disqualifies the applicant, and any job offer that may have been made will automatically be considered withdrawn.

For multiple vacancy recruitments, the number three, each time it appears in the groupings above in reference to the amount of applications, shall be multiplied by the number of vacancies.

The Employer retains the right to leave a position, or positions, vacant or to fill any position or positions as described in this Article. Nothing in this Agreement shall be construed as requiring management to recruit by any other means aside from the established recruitment and referral procedures set forth in this Article.

**4.03 – RECRUITMENT/REFERRAL NOT REQUIRED**
When a vacancy occurs the Employer may elect to fill the vacancy, without recruitment or referral, by appointing:

A. Any candidate eligible for rehire pursuant to Article 22.04 Rehire.
B. A nonpermanent, provided the position to be filled is at the same or a lower wage grade in the same job class, a parallel or closely-related job class, or lower class within the same series.

The Employer may fill any vacancy at any time by provisional hire pursuant to 2 AAC 07.235(g). A provisional employee may be granted probationary status pursuant to 2 AAC 07.270.

**4.04 – APPLICATION FORMS**
The Union agrees to accept and review applications, on forms provided by the Employer, from all those wishing to be referred for State positions. Selection of applicants for referral to jobs shall be nondiscriminatory and shall not be based on nor affected by race, 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 or sourced through Workplace Alaska.

**4.05 – STATE/LOCAL PREFERENCE, SPECIAL SKILLS AND ABILITIES, VETERANS**
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.

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.

The selection of Veteran candidates for positions covered by this agreement shall be made consistent with the Personnel Rules.

The criteria expressed in the subsections above may be used as justification for an appointment from other than the top qualified and available candidates.

**4.06 – REJECTION OF APPLICANTS**
The Employer retains the right to reject any job applicant, but the applicant and the Union shall be entitled to the reason for such rejection if referred by the Union. If the Employer rejects a Union referred applicant because they are considered unqualified for the position, the Union will not refer the applicant again for a position in that same job classification at that duty station until they have attained the necessary qualifications provided the Employer notified the Union of the applicant's failure to meet minimum qualifications.

**4.07 – DUTY TO PROMOTE STATE EMPLOYMENT**
The State and the Union must take all reasonable measures within its means to promote bargaining unit employment to the general public in order to assist the State in building and maintaining a robust workforce.

**4.08 ALTERNATE MEANS OF ADVERTISING VACANCIES.**

Nothing herein shall be construed to prohibit the Employer from advertising employment opportunities by any means it deems likely to attract qualified candidates. This includes, but is not limited to, hiring hall registration, websites, social media platforms, newspapers, television, trade and professional associations, job fairs, high schools, trade schools, colleges and universities, etc.

**4.09 – UNION MEMBERSHIP**
A. All employees covered under the terms of this Agreement who are not already Union members may submit an application to join the Union.

B. The State shall not discourage or encourage an employee (a) from joining, forming, or assisting an employee organization, (b) to resign or relinquish membership in an exclusive bargaining representative, or (c) to revoke authorization of the deduction of fees to an exclusive bargaining representative.

C. Except as required by court or law, the Employer agrees not to release the personal contact information of bargaining unit members.

**4.10 – UNION– NEW EMPLOYEE NOTICE**
Within a five-business day period after reporting to work, the State will make every attempt to notify the Union of new employees and each new employee within the bargaining unit shall be informed as to the identity of the Union by the supervisor in the activity to which such employee will be regularly assigned. Each employee transferred from a section or shift shall likewise be informed.

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

## ARTICLE 5 – UNION RESPONSIBILITY

**5.01 – NONDISCRIMINATION.**
The Union assumes all obligations and responsibility for the continued membership of its members and the Union shall retain the right to discipline its members. No worker shall be discriminated against for the upholding of Union principles, and any employee who works under the instructions of the Union, provided such instructions are in compliance with the Agreement, or who serves on a committee, shall not lose their position or be discriminated against for this reason provided the employee has clearly identified the work as steward time, as identified in Article 10.02, on their timesheet.

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

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

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

### 5.04 – Employer Rules and Regulations

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

## Article 6 – Recognition of Rights and Functions of Management

### 6.01 – Management's Authority

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

### 6.02 – Authority Retention

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

### 6.03 – Exemption to Work Stoppage

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

## Article 7 – Protection of Rights

### 7.01 – Picket Lines

In the event that a picket line is established and sanctioned by Public Employees Local #71, and the participating International Union (Laborers International Union of North America), in accordance with 8 AAC 97 and is officially announced by its administrative head, it shall not be a violation of this Agreement nor a cause for discipline if a bargaining unit member refuses to enter upon property involved in such a primary labor dispute or refuses to go through or work behind such primary lines, in no case until the strike has reached seventy-two (72) hours in duration. The provisions of this paragraph do not apply to those LTC members who are Class One employees, or Class Two employees in the event of an injunction as described in AS 23.40.200. The Employer specifically retains all of its rights under AS 23.40.200.

**7.02 – STRUCK GOODS**
It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which the Employer undertakes to perform as an ally of any Employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or person on strike. Nor shall the exercise of any rights permitted by law be a violation of this Agreement, unless such exercise is precluded by this Agreement. The provisions of this paragraph do not apply to those LTC members who are Class One employees or Class Two employees in the event of an injunction as described in AS 23.40.200.

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

**7.04 – CONTRACTING OUT**
A. The Employer has the right at all times to analyze its operation for the purpose of identifying 1) cost-saving opportunities, or 2) improved services, or 3) wider or narrower breadth of services provided.

B. When considering contracting out services, the agency will meet with the Union to discuss the need to conduct a feasibility study. If the parties do not meet or cannot agree, a feasibility study shall be conducted. Decisions to contract out shall be made only after the affected agency has conducted a written feasibility study or has written approval from the Union to waive the feasibility study. A feasibility study shall determine the potential costs and benefits that would result from contracting out the work in question. The study shall include all costs associated with contracting out the work in question including, but not limited to, wages, benefits, administrative costs, including the cost to contract out and contract administration, agency overhead, program supervision, and audits.

C. 1. The Employer shall notify the Union of its final decision regarding contracting out. A copy of the study will be provided to the Union.

2. If the Employer decides to contract out and such contracting out will result in the displacement of employees, the Employer shall provide the Union with no less than thirty (30) calendar days notice that it intends to contract out bargaining unit work. The notification by the Employer to the Union of the results of the feasibility study will include all information upon which the Employer based its decision to contract out the work, including but not limited to the total cost savings the Employer anticipates.

3. The Union may then submit an alternate plan that is to include potential costs and benefits for the same scope of work outlined in the feasibility study. During this thirty (30) day calendar period the Employer shall not release any bids and the Union shall have the opportunity to submit an alternate plan that will be given fair consideration by the Employer.

D. No employees shall be laid off and their work contracted out without meeting the provisions of 7.04 A, B and C above.

E. Once the Employer makes a decision to contract out work that will result in the displacement of employees, it will make a good faith effort to place employees elsewhere in state government, and the Employer and the Union will meet to discuss the effect on bargaining unit members.

F. In the event an employee must be displaced as a result of contracting out, such displacement shall be made in accordance with the layoff provisions of this Agreement.

G. Upon request to the issuing agency, the Union is entitled to receive a copy of any audit performed on any State contract.

H. Minor repairs to motor vehicles may be performed to keep the vehicle operating safely (e.g. Spare tire change, lights, wipers, fluids top off, etc.) these duties shall be free from the requirements of this section. All other vehicle repair and overhaul service work shall be performed in accordance with the requirements stated in this section.

   All State-owned vehicles shall contain a maintenance/repair instruction packet outlining the foregoing language.

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

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

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

**7.07 – NO STRIKE/LOCKOUT**
The parties agree that there will be no strikes or lockouts during the life of this Agreement.

**7.08 – LICENSES**
Each employee shall be responsible for obtaining and retaining all mandatory licenses and certifications necessary to perform the duties of his/her position. If a new licensing or certification provision is imposed by statute or regulation on current employees, the State shall pay for the initial license/certification fee provided the employee obtains the license or certification prior to the deadline established by statute or regulation. All future renewals shall be the sole responsibility of the employee.

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

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

**7.09 – NONDISCRIMINATION**
The parties agree that they shall not discriminate in any employment matter against any employee with regard to race, religion, color, national origin, age, sex, sexual orientation or gender identification, physical or mental disability, marital status, change in marital status, pregnancy, parenthood, political affiliation or political belief, or Union affiliation. Further, the parties agree to support appropriate action against any employee engaged in illegal harassment.

Employees shall have the right to utilize the Employer's Internal Discrimination Complaint Procedure should a dispute involving the provision of this section arise. This procedure shall be the sole method of resolution of disputes arising from this section.

Nothing in this section shall be construed to limit an employee's right to utilize statutory or regulatory processes.

## ARTICLE 8 – SEPARATION FROM STATE SERVICE/DISCIPLINE

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

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

A. Employees who test positive for illegal drugs as defined in the Code of Federal Regulations shall be suspended for a minimum of thirty (30) days without pay as discipline. More severe discipline is subject to the just cause standard.

B. Employees who test positive a second time for illegal drugs will be considered for immediate dismissal, subject to the just cause standard.

C. The Union reserves the right to challenge the validity of the urinalysis and reporting under the provisions of Article 9.

D. If an employee does not complete the requirements to return to safety sensitive functions, pursuant to the Code of Federal Regulations, during or immediately following the disciplinary suspension, the employee shall be placed on unauthorized leave without pay until the employee completes such requirements. The Employer may, within the Employer's sole discretion, administratively separate an employee who does not complete the requirements to return to safety sensitive functions within ninety (90) calendar days of the

beginning of the disciplinary suspension. However, this paragraph in no way precludes an employee from requesting, or the Employer from giving full consideration to, requests for accommodation(s) pursuant to Title 1 of the Americans with Disabilities Act of 1990, as amended.

### 8.02 – DISCHARGE

The Employer retains the right to discharge a permanent employee for just cause such as incompetence, unsatisfactory performance of duties, and unexcused absenteeism. The Employer further agrees that the Union steward and the Union office in the employee's district shall be notified immediately by copy of the written notice to the employee giving the reason(s) for such discharge. The Employer further agrees that except for instances of egregious misconduct, including but not limited to: intoxication, substance abuse, dishonesty, gross disobedience, physical assault, abandonment of duties, lewd behavior, theft, fraud, or accessing or viewing pornography all permanent employees shall be given two (2) weeks notice or two (2) weeks pay prior to discharge. Employees other than permanent employees discharged or terminated under the provisions of this section shall have appeal rights through Step Three of the grievance procedure provided in Article 9.

### 8.03 – RESIGNATION

A. Resignation from State Service. A bargaining unit member may resign from the State by presenting the resignation in writing (including fax or email) to the member's first level supervisor outside of the bargaining unit. To resign in good standing the bargaining unit member must give the supervisor at least fourteen (14) calendar days notice. A bargaining unit member may resign in good standing with less than fourteen (14) calendar days notice when there is an emergency, as determined by management.

B. Transferring from Position. A bargaining unit member may transfer from a position to accept appointment to another position in the classified service (same or different wage grade) by submitting written notice to the member's first (1st) level supervisor outside the bargaining unit. A member may withdraw such request at any time prior to its effective date unless an appointment to the position has been made. To transfer in good standing the bargaining unit member must give the first (1st) level supervisor outside the bargaining unit at least ten (10) working days' notice. This requirement may be waived, in writing, by the supervisor.

### 8.04 – TERMINATION/LAYOFF SLIPS.

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

## ARTICLE 9 – GRIEVANCE PROCEDURES

### 9.01 – GRIEVANCES

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

between the Union or the employee covered herein and the Employer, the Union or the aggrieved employee, as the case may be, shall use the following procedure as the sole means of settling said grievance. Deadlines may be extended by mutual agreement.

Grievances shall be processed on forms provided by the Employer. The grievance shall state the facts giving rise to the grievance, the provisions of the Agreement that have been violated, and the remedy requested. Grievances may be submitted to the Employer in a digital format through email. All mailed grievances shall be accomplished through a proof of receipt method.

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

**Class Action Grievance:** A class action grievance is defined as any grievance which involves two (2) or more employees in the same manner. Class action grievances must identify grievants by name, job class and department to the extent possible, and shall be entered into the procedure at Step Two. If a class is comprised of employees working in more than one (1) department, the class action grievance shall be submitted at Step Three.

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

Grievances settled in writing at Step One found to be contradictory to Alaska state law(s) may be reopened through a written notice to the Union within thirty (30) calendar days from the date of the written settlement. Grievances reopened in this manner shall proceed immediately to Step Two of the grievance procedure.

**Step Two:** If the grievance is not resolved at Step One, the grievance shall be referred in writing to the Employee Relations Program Manager in the Division of Personnel and Labor Relations within ten (10) working days after receipt of a response or the date response is due, whichever is earliest. The Employee Relations Program Manager or designee shall answer the Union representative within fifteen (15) working days in writing.

**Step Three:** If the grievance is not resolved at Step Two, the grievance may be submitted by the Union for settlement to the Commissioner of the Department of Administration, with a courtesy copy to the general Labor Relations email account, within ten (10) working days after receipt of a Step Two response or the date the response is due, whichever is earliest. If the grievance has not been settled in writing within twenty (20) working days after receipt by the Commissioner, either

party may proceed to Step Four of this Article if the nature of the grievance falls within the scope of Step Four. Date of receipt shall constitute date of answer or date the response is due, whichever is earliest. In the event the matter is settled by written agreement between the Union representative and the Commissioner of the Department of Administration, such written agreement shall have the same force and effect as a decision or award of the arbitrator and shall be final and binding on each of the parties and they will abide thereby. Should either party fail or refuse to abide by the written agreement, the prevailing party shall be free to take whatever action it deems necessary and such action will not be considered in violation of this Agreement.

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

**9.02 – BOARD OF ARBITRATION**

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

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

No later than seven (7) working days prior to the scheduled arbitration hearing, the parties shall meet to discuss the arbitration and exchange the following information:

1. A statement of the issue(s). If a joint statement(s) cannot be agreed upon, individual statements will be presented to the arbitrator.
2. A list of all exhibits each party intends to use to present its case in chief.
3. A list of witnesses each party intends to call.

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

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

**9.03 – GRIEVANCE – MEDIATION**

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

1. The parties agree to use the grievance mediation service provided by the United States Federal Mediation and Conciliation Service (USFMCS). As an alternative to a USFMCS provided mediator, the parties may mutually agree to use the services of another qualified mediator, including a member of the arbitration panel compiled in Article 9.02 above. However, if mediation does not resolve the dispute(s), the mediator shall not be selected to hear and decide the matter at Step Four.

2. The parties agree only to have as many people present at the mediation as necessary.

3. The taking of oaths and the examination of witnesses shall not be permitted nor shall any written or electronic record of the proceeding be made. There shall be no formal evidentiary rules and the mediator shall decide any questions of procedure or of the admissibility of facts or arguments. Documents and other evidence submitted to the mediator shall be returned to the presenting party at the conclusion of the mediation meetings.

4. Comments, opinions, admissions and settlement offers of the parties or of the mediator shall be confidential and shall not be admissible or in any manner referred to in any future arbitration, hearing or other matter.

5. If the grievance(s) remain unresolved at the conclusion of the mediation meeting, the mediator will provide an oral statement to each party regarding how he/she would rule in the case based upon the evidence and argument presented.

6. Expenses incident to the services of the mediator shall be borne equally by the Employer and the Union. Except for the expenses of the mediator, each party shall be responsible for its own costs and fees.

7. Any mediation agreement shall provide for a specific extension of the time frames of Step Four of this article, which may be modified by mutual agreement. Except as extended under authority of this provision, all time frames shall apply.

8. The parties may agree to such other provisions as they deem proper and necessary to facilitate resolution of the dispute.

## ARTICLE 10 – UNION REPRESENTATIVES

**10.01 – UNION REPRESENTATIVES**
The Union shall have representatives, as designated by the Business Manager, who shall be authorized to speak for the Union in all matters governed by this Agreement and shall be permitted to visit any work area at any time with advance notice and mutual consent to the person in charge, so long as such visits do not disrupt the work or the employees doing such work. The Union shall provide to the Director of the Division of Personnel and Labor Relations a revised list of all designated representatives as changes occur.

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

## ARTICLE 11 – EXAMINATION OF RECORDS.

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

A. An employee's employment records, other than those considered confidential under AS 39.25.080, shall be made available by the Employer for inspection by the authorized Union representative upon two (2) working days written or email notice by the Union to the State office where the records are maintained.

B. Reasonable requests for copies of records as specified in this Article will be honored. The parties recognize that it may become necessary to charge for copies requested at the rate of twenty- five cents ($.25) per page. Digital, or scanned, copies of records will be provided at no cost.

## ARTICLE 12 – CHECKOFF

**12.01 – DEDUCTIONS**
Whenever an employee coming under the terms of this Agreement executes and delivers to the Union, who will deliver to the Employer, a written authorization for the deduction of Union dues/fees and initiation fees from the employee's wages, the Employer shall deduct bargaining unit dues/fees, initiation fees, and other items listed on such written authorization and deliver such amounts to the Union as required by Alaska Statute § 23.40.220

The Employer agrees to make such deductions within thirty-one (31) days from the date of the notification and to remit to the Union the amount so deducted from each. All employees in the bargaining unit on the Employer's payroll on the effective date of this Agreement who have

previously executed a proper written assignment shall continue to have their assigned dues/fees and initiation fees deducted from their wages. Upon receipt of a proper written assignment, the Employer shall deduct from the pay of each new employee in the unit such assigned dues and fees for the period specified so long as the employee remains in the unit. Such deductions shall commence not later than the pay period following the first full pay period after proper authorization is received by the State.

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

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

The Union shall indemnify the Employer and hold harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of compliance with the provisions of this Article except those actions caused by the Employers' negligence.

### 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 three (3) hours.

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

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

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

E. **Working Outside the Bargaining Unit.** Any employee who has received prior written delegation from their 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.

F. 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.

G. 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.

H. 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 AND STEP PLACEMENT

**A.** Wage Schedule effective July 1, 2024.
Effective July 1, 2024, the wage schedules shall be adjusted as follows, not to exceed five (5) percent based on the changes for the calendar year 2022 compared to the prior calendar year of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) for Anchorage Alaska.

| **Anchorage CPI-U calendar year 2022 compared to prior year** | **COLA effective July 1, 2024** |
|---|---|
| Less than 1% | 0% |
| Greater than or equal to 1% and less than 2% | 1.25% |
| Greater than or equal to 2% and less than 4% | 2.5% |

| | |
|---|---|
| Greater than or equal to 4% | 5% |

Effective July 1, 2025, the wage schedules shall be adjusted as follows, not to exceed five (5) percent based on the changes for the calendar year 2023 compared to the prior calendar year of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) for Anchorage Alaska.

| **Anchorage CPI-U calendar year 2023 compared to prior year** | **COLA effective July 1, 2025** |
|---|---|
| Less than 1% | 0% |
| Greater than or equal to 1% and less than 2% | 1.25% |
| Greater than or equal to 2% and less than 4% | 2.5% |
| Greater than or equal to 4% | 5% |

Effective July 1, 2026, the wage schedules shall be adjusted as follows, not to exceed five (5) percent based on the changes for the calendar year 2024 compared to the prior calendar year of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) for Anchorage Alaska

| **Anchorage CPI-U calendar year 2024 compared to prior year** | **COLA effective July 1, 2026** |
|---|---|
| Less than 1% | 0% |
| Greater than or equal to 1% and less than 2% | 1.25% |
| Greater than or equal to 2% and less than 4% | 2.5% |
| Greater than or equal to 4% | 5% |

The wage schedule is found on and derived from the Division of Finance website.

**B.** In addition to the above increases, effective July 8, 2024 (the beginning of the first pay period starting after July 1, 2024), all employees will be given a two (2) step increase. Pay increment dates and/or merit anniversary dates will remain unchanged. At the same time, the A and B steps as identified on the Division of Finance salary schedules in effect on July 7, 2024 will be removed and all subsequent merit steps will be retitled. For examples, the salary step identified as C step will be retitled A step. This action will result in D step becoming the final merit step for wage grade 61 through 55. Any reference to F step in this Agreement will be considered D step.

**C.** In addition to the increases referenced in A and B above, employees in wage grade 54 through 49 will receive an additional one (1) step increase effective July 8, 2024. Pay increment dates and/or merit anniversary dates will remain unchanged. At the same time, the C step as identified on the Division of Finance salary schedules in effect on July 7, 2024 will be removed and all subsequent merit steps will be retitled. For example, the salary step identified as D will be retitled to A step. This action will result in C step becoming the final merit step for wage grade 54 through 49. Any reference to F step in this Agreement will be considered C step for wage grade 54 through 49.

**D. Step Placement Upon Appointment**. Upon initial appointment, each new employee will enter the schedule at Step A. The first day following completion of the probationary period shall constitute an employee's merit or pay increment anniversary date. Movement between

merit or pay increment steps shall be extended one month for each twenty-three (23) days of leave without pay in a leave year.

**E. Step Placement Upon Promotion.** Employees promoted under the provisions of this Agreement will move to the wage range of the higher classification at one step above the step held prior to the promotion. The first day following completion of the probationary period shall constitute an employee's merit or pay increment anniversary date.

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

**G. 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 five (5) years. If reappointed at the beginning step, the first day following completion of the probation period shall constitute an employee's merit anniversary date. If appointed above the beginning step of the range, the employee's merit or pay increment anniversary date will be the first day following completion of 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
Equipment Operator 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 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 III
Survey, Journey
Wildland Fire Support Services III

Wage Group 55

Engineering Technician, Sub-Journey III
Stock & Parts Services II
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 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.

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

**C. Reallocation of a Position.**

An employee occupying a position that is reallocated to a lower classification which carries a lower pay range and who continues in the same position shall be placed at the most advanced step providing an equal or lesser wage rate, but the salary will remain frozen at the former rate until earned step advancements or adjustments to the wage schedule cause the rate to exceed the frozen rate. For purposes of this paragraph, an employee may not be placed at a pay increment unless they have earned such step in that wage group or higher classification. Time served at Step C if at a wage grade 54 through 49, or Step D if at a wage grade 55 through 61 or a pay increment of the higher classification shall be counted as time served at Step C if at a wage grade 54 through 49, or time served at Step D if at a wage grade 55 through 61 a pay increment of the lower classification.

An employee occupying a position that is reallocated to a classification at the same pay range shall remain at the same step assignment.

An employee occupying a position that is reallocated to a higher classification which carries a higher pay range and who continues in the same position shall have their step placement determined in accordance with Article 13.02.E.

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

**D. Classification Reviews.**

1. When the Union believes a position is improperly classified, the Union shall submit a request for review, including an updated position description and information regarding the duties and responsibilities of the position, to the Director of the Division of Personnel and Labor Relations.

2. Within thirty (30) calendar days from receipt of the request from the Union, the Director shall review the position description in conjunction with existing class specifications, and issue a decision.

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

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

**13.04 –PERFORMANCE INCENTIVES AND PAY INCREMENTS**

Performance incentives shall be based upon the appointing authority's evaluation of an employee's performance.

Merit Steps, B through C for WG 54 through 49, or B through D for WG 55 through 61, computed at the rate of 3.5 percent of the employee's wage rate, shall be used for performance incentives where an employee has demonstrated satisfactory service of a progressively greater value to the State. The first day following completion of the probationary period shall constitute an employee's merit anniversary date, except when the employee enters the pay range above the minimum rate of pay, then the merit anniversary date shall be the first day following completion of one (1) year of service in the position.

A merit step increase of one (1) step in the wage rate shall be awarded to an employee who has received an overall rating of mid-acceptable or better on the employee's performance evaluation with a rating period end date within the previous twelve (12) months of their merit anniversary date. If a merit step increase is delayed due to an untimely performance evaluation, upon receipt of the evaluation with an overall rating of mid-acceptable or better, the merit step increase will be granted retroactive to the employee's anniversary date. The merit anniversary date does not change when a merit step is not granted. If the employee's standard of performance reaches mid-acceptable levels later in the merit year, the merit step increase shall be granted effective the first day of the pay period following the acceptable level and no change in the merit anniversary date will result.

Pay increments, beginning at Step J, computed at the rate of 3.75 percent of the employee's wage rate, shall be awarded after an employee, who is otherwise eligible, has remained at Step F for two years, and every two years thereafter.

Pay increments will only be awarded if the employee's most recent finalized performance evaluation report, with a rating period end date within the previous twelve (12) months, has an overall rating of mid-acceptable or better. If a pay increment is delayed due to an untimely performance evaluation, upon receipt of the evaluation with an overall rating of mid-acceptable or better, the pay increment will be granted retroactive to the employee's anniversary date. If a pay increment is withheld due to an overall performance rating of less than mid-acceptable, a pay increment shall be awarded with a subsequent performance evaluation having an overall rating of mid-acceptable or better, effective the rating period end date. A new pay increment anniversary date will be established at that time.

The employee's merit anniversary date or pay increment date shall be extended by one (1) month for every twenty-three (23) working days leave without pay each year.

**13.05 – SUBSISTENCE**

Subsistence shall be calculated as an hourly rate according to geographic location and added to the employee's hourly rate as determined by Sections 13.02 and 13.04 only at permanent work locations.

| Subsistence Schedule | Wage Groups 49-55 | Wage Groups 56-61 | Out of State |
|---|---|---|---|
| AA | 0.00 | 0.00 | - |
| BB | 0.47 | 0.44 | - |
| CC | 0.94 | 0.89 | - |
| DD | 1.42 | 1.33 | - |
| EE | 1.89 | 1.78 | - |
| FF | 2.36 | 2.22 | - |
| GG | 2.83 | 2.67 | - |
| HH | 3.31 | 3.11 | - |
| II | 3.78 | 3.55 | - |
| JJ | 4.25 | 4.00 | - |
| KK | 4.72 | 4.44 | - |
| ZZ | - | - | -1.68 |

The parties agree that effective July 1, 2024, the State will transition to providing subsistence step based on hourly rates above. Location steps from the predecessor agreement (July 1, 2021 through June 30, 2024) will be converted as follows:

| Steps above daily rate per CBA 2021-2024 | Subsistence schedule effective July 1, 2024 |
|---|---|
| 0 steps | AA |
| 1 step | BB |
| 2 steps | CC |
| 3 steps | DD |
| 4 steps | EE |
| 5 steps | FF |
| 6 steps | GG |
| 7 steps | HH |
| 8 steps | II |
| 9 steps | JJ |
| 10 steps | KK |
| Out of State | ZZ |

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

**B. Holiday Pay.**
The applicable rate for holiday pay will be eight (8) hours of straight time.

With the below exceptions, all hours worked on a designated holiday as determined under Article 18.03 shall be paid at the holiday premium rate of time and one-half (1.5) the appropriate pay rate, in addition to the applicable hours of straight time holiday pay.

If a designated holiday falls on an employee's seventh (7th) consecutive day of work, two (2) times the basic rate of pay shall be paid consistent with Section 13.06(A), in addition to the applicable hours of straight time holiday pay.

All hours worked on any one shift that begins or ends between 12:01 a.m. and midnight on a designated holiday, will be paid in accordance with this article. When an employee is regularly scheduled to work two shifts that cross over a designated holiday, only the first shift would be paid at the holiday premium rate. If the employee observes a designated holiday by not working one of the shifts, there will be no entitlement to holiday premium pay for hours worked during the other shift.

Holidays not worked by the employee shall be counted as time in pay status for the purpose of fulfilling the minimum workweek requirement. Overtime and holiday pay shall not be pyramided or duplicated. Hours paid at an overtime rate shall only be credited once in the calculation of hours in the workweek for overtime purposes.

**C. Shift Differential**.
All bargaining unit members who work a swing shift beginning between 11:00 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**

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. An employee who has satisfied all requirements for completion of the probationary period, except for duration may, with the prior written approval of their division director, be granted permanent status on the first day following completion of at least one-half (1/2) of the prescribed probationary period.

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

B. A permanent employee who is promoted to a classification in a higher wage group or appointed to a different classification at the same wage group or a different class series at a lower wage group will serve a probationary period in the new classification. Such employee, however, will retain permanent status in the class the employee left.

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

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

**13.08 – NONPERMANENT EMPLOYEES**

The Employer may elect to appoint a full-time or part-time nonpermanent employee subject to AS 39.25.195-39.25.200. If a nonpermanent employee is appointed to a permanent position, the duty station seniority shall be counted from the original date of hire providing such combined service is continuous. Nonpermanent employees shall be entitled to step placement in accordance with Section 13.02(D), except those former employees eligible for rehire per Article 13.02(G) provided the nonpermanent Is rehired within five (5) years of leaving the permanent position. Nonpermanent employees shall be entitled to subsistence in accordance with Section 5 of this Article. Time served as a nonpermanent employee shall not count towards probationary credit.

A nonpermanent employee is not entitled to accumulate or use paid leave, health and accident insurance, pension benefits or other benefits except when other benefits are expressly provided for nonpermanent employees in this Agreement, except nonpermanent employees that are retired in accordance with Article 24. In lieu of such entitlements, each nonpermanent employee shall receive one dollar and sixty-five cents ($1.65) for each compensable hour worked.

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

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

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

**13.09 – PERMANENT PART-TIME EMPLOYEES**

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

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

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

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

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

### 13.10 – EMERGENCY EMPLOYEES

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

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

## ARTICLE 14 – WORKING RULES

### 14.01 – WORKWEEK

The workweek shall consist of forty (40) 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 workdays 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 eighty (80) 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) day period. This does not affect the daily overtime threshold.

When shift changes are required, the affected employees will receive a minimum seven (7) calendar days notice of the shift change unless the employee and employer agree to an earlier 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 shift which extends into the next tide shall be worked except at the overtime rate.

### 14.07 – ORDERS

A. Authority for orders to employees covered by this Agreement will be to the employees by a management representative through a foreman or leadman, where there is a foreman or leadman as required by paragraphs B and C of this section.

B. When four (4) or more employees, except for laborers (includes laborers, custodians and helpers in a variety of job classifications performing unskilled and semiskilled work) in public buildings, are employed on the same shift as a crew, one (1) shall be selected by the Employer as a working leadman and shall be paid seventy-five cents ($0.75) per hour above the employee's base hourly rate for all such hours of supervision. Management may appoint a working leadman in situations where there are less than four (4) employees and the leadman shall be paid according to this section.

C. When eight (8) or more employees are employed on the same shift as a crew in an immediate area, one (1) shall be selected as a foreman to direct the work and shall be paid an additional one dollar and fifty cents ($1.50) per hour above the employee's base hourly rate for all such hours of supervision provided that the designated employee does not currently hold a foreman position.

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

## ARTICLE 15 – TRAVEL AND MOVING

### 15.01 – TRAVEL STATUS

An employee shall be considered in travel status from the time an authorized trip begins until it ends. For purposes of interpretation, travel status will begin and end when the employee leaves and returns to his/her duty station if travel begins and ends during assigned working hours, or when the employee leaves and returns to his/her home if travel begins and ends outside assigned working hours. An employee is not in Travel Status for local travel or day trips of ten or less hours.

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

Travel entitlements shall be paid in accordance with the Fair Labor Standards Act (FLSA), except as provided in this section. When travel commences and ends on the same calendar day, all time traveling before and after the shift is paid as appropriate according to the FLSA. Overnight travel that begins or ends outside of an employee's regularly scheduled hours of work, or travel on a regularly scheduled day off outside of an employee's regularly scheduled work hours, the employee shall be paid straight time for all such travel up to a maximum of two (2) hours.

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

**15.02 – LODGING ALLOWANCE**

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

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

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

When employees are assigned to temporary duty stations where a bunkhouse with heat, light, adequate cooking, sleeping and lavatory facilities is available and utilized by the employee, the lodging allowance shall be reduced by ten dollars ($10) per day. This does not apply to Article 21.08.

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

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

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

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

**15.03 – MEAL & INCIDENTAL EXPENSE ALLOWANCE**

When an employee is traveling between work assignments or is temporarily assigned to work a distance of more than fifty (50) road miles away from their regularly assigned work location, and submits a State-approved travel authorization form detailing mileage of more than fifty (50) road miles and travel status of ten (10) or more hours, the employee will be entitled to a meal and

incidental expense (M&IE) allowance in accordance with Section 60.250 of the Alaska Administrative Manual. In no event will the M&IE rates be less than the following schedule:

| | Short-term Rate | Long-term Rate |
|---|---|---|
| Breakfast | $12.00 | $7.00 |
| Lunch | 16.00 | 9.00 |
| Dinner | 32.00 | 17.00 |
| Daily Allowance | $60.00 | $33.00 |

As to any one location assignment, the first thirty (30) days will be at the short-term rate and the days after that at the long-term rate.

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

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

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

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

**15.04 – REIMBURSABLE TRAVEL EXPENSES**

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

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

**15.05 – REIMBURSABLE MOVING EXPENSES**

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

**15.06 – TRAVEL INSURANCE**

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

**15.07 – PRIVATE VEHICLE USE**

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

### 15.08 – PRIVATELY OWNED AIRCRAFT

From time-to-time it is mutually beneficial to have employees use their private aircraft in the course of State business. When the use of an employee's privately owned aircraft is authorized in advance by the Employer, reimbursement shall be made pursuant to Section 60.150 of the Alaska Administrative Manual at the time of travel.

## ARTICLE 16 – TIMESHEETS

Corrections to the timesheet hours and subsequent pay adjustments may be made by the Employer to meet the terms of the Agreement. Bargaining unit members will also be notified and provided a copy of any alterations of their timesheet. All alterations will be made in a manner that does not obliterate or obscure the original time as reported by the employee. Employees will have access to review their timesheets on the Employer's electronic timekeeping system. If the employee is not able to access their timesheets on the system, or did not receive a paper copy, then the employer will make available a copy within three (3) business days upon written request by the employee or the authorized Union representative.

## ARTICLE 17 – PAY PROCEDURES

### 17.01 – PAYDAY

Payday shall be on a biweekly basis every other Friday. If a payday falls on a holiday, then the last working day before the designated holiday shall be the payday.

If an employee does not receive their paycheck timely, 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.

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.

All checks postmarked or deposited by payday shall be considered timely.

### 17.02 – PAY SHORTAGES

Employees will notify the Employer of any suspected pay shortage, in writing, using the Employer's Notice of Pay Problem (NOPP) form, within twenty (20) working days from the day the payment was received, or the penalties as set forth in Section 17.01 will not apply.

The Employer will respond to the NOPP, in writing, within twenty (20) working days following the receipt of a written NOPP. In the event a pay shortage is determined to exist, the Employer will issue payment for the shortage within twenty (20) working days of the day of verification (response to the NOPP). Verified pay shortages of less than one hundred dollars ($100) will be paid on the employee's next regularly scheduled paycheck. In the event a pay shortage greater than one hundred

dollars ($100) is not paid within twenty (20) working days of the verification of a pay shortage, the penalties as set forth in Section 17.01 shall apply.

Date of the electronic distribution or date of mailing of a paycheck shall constitute date of payment.

**17.03 – TERMINATION PAY**
When an employee is terminated by the employer, regardless of the cause of the termination, the employee's wages, less terminal leave and retirement contributions, become due immediately and shall be paid during business hours no later than the third (3rd) working day after termination. If the employment is terminated by the employee, payment shall be paid during business hours no later than the fifth (5th) working day after termination. If not paid within the prescribed period, the penalties shall be forty dollars ($40) for every day thereafter that the payment or check is late, to a maximum of four hundred dollars ($400), provided that the employee files notice with the Employer on the next regular day of business. Failure to provide notice to the Employer within the specified time period will forfeit claim for penalty until such notice is given. Provided, however, if the employee voluntarily terminates without two (2) weeks prior notice, the late pay penalty shall not apply until after the following pay period. Date of electronic distribution or date of mailing the paycheck shall constitute date of payment. Employees shall be entitled to penalty pay only from the date of written complaint to the Employer.

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

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

**17.05 – LAYOFF**
When an employee is placed on layoff, including seasonal layoff, the employee's wages earned through the date of layoff become due and shall be paid on the regular payday for the period in which the wages were earned. If not paid within the prescribed period, the penalties shall be forty dollars ($40) for every day thereafter that the payment or check is late, to a maximum of four hundred dollars ($400), provided that the employee files a NOPP with the Employer on the next regular day of business. Failure to provide notice to the Employer within the specified time period will forfeit claim for penalty pay until such notice is given. Date of the electronic distribution or date of mailing of paycheck shall constitute date of payment. Employees shall be entitled to penalty pay only from the day of written complaint to the Employer. Pay shortages shall be handled as provided in Section 17.02.

## ARTICLE 18 – CONDITIONS

**18.01 – MEAL BREAK**
A meal period of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway of each shift. If the employee is scheduled to work twelve (12) hours in a day, the employee may request a second (2nd) meal period after eight (8) hours of work, and a third (3rd)

meal period if the employee is expected to work beyond twelve (12) hours. The employee shall be relieved of all work-related duties and responsibilities during such meal periods.

**18.02 – RELIEF PERIODS**

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

**18.03 – HOLIDAYS**

Holidays recognized are:

1. The first (1st) of January, known as New Year's Day;
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. Rescheduled holidays shall be noted as such on the employee's timesheet.

Any of the holidays provided above may be converted to a floating holiday for any designated group of employees with mutual agreement between the employees and supervisor.

**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 be notified of the finalization of an evaluation when the overall rating is less than acceptable. Finalized evaluations shall be available to current employees through AspireAlaska system. Employees unable to access their evaluations through AspireAlaska may request a copy from the Employee Planning and Information Center (EPIC).

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 the notification that the evaluation has been finalized, 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 most recent 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 Year | Hours:Minutes Per Pay Period |
|---|---|---|
| 0 - 2 | 192 | 7:23 |
| 2 - 5 | 216 | 8:19 |
| 5 - 10 | 240 | 9:14 |
| 10 + | 288 | 11:05 |

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.**
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.

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.

**C. Changes of Accrual Rate.**
Accrual rate changes will become effective on the first day after 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 (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 thirty (30) calendar days in advance; however, when there is a business need for a greater advance notice, agencies may establish a policy requiring requests to be submitted up to forty-five (45) calendar days in advance. The Employer shall respond to the request within ten (10) 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**

Personal leave accrued but not used shall accumulate up to the 1000-hour cap until separation; however, at least eighty (80) hours of personal leave must be used each full leave year (January 1 through December 31). If the employee does not use at least eighty (80) hours of personal leave during the leave year, the difference between eighty (80) 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 eighty (80) hours of personal leave during the leave year. Should circumstances cause the Employer to refuse the employee the opportunity to use the full eighty (80) hours, any unused portion of the eighty (80) 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. Employees hired after the first workday of the leave year are not required to meet mandatory leave requirements in their first year of service.

Personal leave cashed-in under Article 19.04, up to forty (40) hours, 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. All cash-in requests must be submitted directly to Payroll Services via email. Requests submitted in any other format will not be processed. Leave shall be paid at the employee's current hourly rate of pay. 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 through leave cash-ins to less than the amount of hours in a defined workweek, as according to Article 14.01.

**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 for the number of hours of accrued personal leave. An employee who is placed on seasonal layoff may choose to: 1) receive within thirty (30) days of separation 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 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. Accrued personal leave cashed out under the terms of this section shall be paid at the employee's current hourly rate of pay.

**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.

E. Donations of leave under this section will not reduce the mandatory leave usage requirements established in Section 19.03.

F. Donated leave may not be used unless and until all accrued personal leave and all sick leave have been exhausted. Donated leave may only be used for those purposes described in Sections 19.02.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 current hourly rate of pay.

**19.07 – 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.

**19.08 – 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.

**19.09 – DEATH OF AN EMPLOYEE**
Upon the death of an employee, any unused excess sick leave or personal leave balances shall be paid to the employee's beneficiaries at the employee's current hourly rate of pay.

**19.10 – EMERGENCY LEAVE BANK**
There is hereby created an Emergency Leave Bank for the use of employees whose personal leave balance is less than eighty (80) hours and only for those purposes described in Sections 19.02.B, C, or D.

**A. Eligibility.**
An employee may elect to contribute an amount of leave to be determined by the Union, but not to exceed eight (8) hours annually to the Emergency Leave Bank. New employees may elect to contribute eight (8) hours of leave by notifying the Union during the first thirty (30) days of employment. The Union will notify the State of Alaska's Division of Finance (DOF) of a new employee's election to contribute within forty-five (45) days of employment. Those employees who have contributed during the current year are eligible for participation in the plan. The contribution shall occur automatically through payroll deduction either during the first thirty (30) days of each leave year or during the first forty-five (45) days of employment for new employees.

Any member may change their election by informing the Union in writing within thirty (30) days following November 1 of each year. The Union will provide the DOF a list each pay period of new employees who elect to contribute to the Bank. The Union will provide the DOF with a list on the first working day after November 30 of each year of employees requiring a contribution in the following leave year. These lists will include the employees' names, their Employee ID number, and the number of hours to be contributed. All leave donated to the Bank shall remain the property of the Bank.

**B. Contributions.**
1. The leave donated to the Bank will be cumulative from year-to-year.
2. An employee who leaves State service may elect to donate up to five (5) days of accumulated personal leave to the Bank.
3. The Union may decide to forgo the annual contribution by members at the beginning of a leave year.

**C. Administration.**
1. The Emergency Leave Bank will be administered by the DOF with a quarterly report of the balance, contributions, and withdrawals provided to the Union. Requests for withdrawals from the Bank will be made only by the Business Manager of the Union, or such other

person as designated by the Union, to the Director of the Division of Personnel and Labor Relations on forms mutually agreed to by the parties.

2. Leave assessments from employees will be converted to its dollar value at the rate of pay of the employee from whom the leave was received. Those dollars (calculated with a 38% benefit costs load added) shall be placed in the Emergency Leave Bank. When emergency leave is used in accordance with the provisions of this Article, dollars will be withdrawn from the Emergency Leave Bank equal to the hourly rate (with actual benefit costs) of the employee utilizing the leave, multiplied by the hours of leave taken.
3. Withdrawals from the Emergency Leave Bank will be for the benefit of employees in accordance with the Emergency Leave Bank policy and procedures as determined by the Union.
4. If an emergency leave request is not received within five calendar (5) days after the end of the pay period in which it occurred, the Employer will deduct accrued leave from the employee's personal leave bank. If the Union submits an emergency leave request within thirty (30) calendar days of the end of the pay period in which the leave occurred, the Employer will process the emergency leave requests and reinstate an equal amount to the employee's personal leave bank. However, no other retroactive adjustments will be made, including but not limited to: leave accruals, merit anniversary dates, and health insurance. This will only apply if the employee had enough personal leave in their bank to cover the absence. No adjustments will be made for periods of leave without pay.

**D. Utilization.**

The release of employees under the provisions of this Article shall be handled on the same basis as release from duty for personal leave. Such approval will not be unreasonably withheld by the supervisor. The Employer will consider exigent circumstances for granting emergency leave upon request of the Union.

## 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.

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

A. Requests for leave of absence without pay shall be in writing in accordance with Section 1 of this Article.

B. Requests for leave of absence without pay shall be submitted to the Employer no less than ten (10) days prior to the effective date of the request or ten (10) days before the employee exhausts

accumulated paid leave. Reasonable extensions to the application shall be granted by the Employer upon a good faith showing by the affected employee.

C. The employee signs a release that will allow the Employer to obtain additional medical information when deemed necessary by the Employer.

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

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

**20.03 – OTHER APPROVED ABSENCE**

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

**20.04 – MILITARY LEAVE**

A. An employee who is ordered by the United States Selective Service System to report for a pre-induction physical examination is entitled to a leave of absence without loss of pay, time or performance rating. The leave of absence shall not exceed three (3) working days.

B. An employee of the State who is a member of a reserve component of the United States Armed Forces, National or Alaska Guard or Naval Militia, is entitled to a leave of absence without loss of pay, time or performance rating on all days during which the employee is ordered to training duty, as distinguished from active duty, with troops or at field exercises or for instruction, or when under direct military control in the performance of a search and rescue mission. The leave of absence may not exceed sixteen and one-half (16.5) working days (132:00 hours:minutes) in any calendar year beginning January 1 and ending December 31.

**20.05 – JURY/COURT LEAVE**

A. An employee who is called to serve as a juror or subpoenaed as a witness will be entitled to court leave for time spent in court and necessary time traveling to and from their duty station and the court. Employees who work the graveyard or swing shift will be placed on day shift for the day or the duration of the time the employee is scheduled to appear, whichever is longer, provided the Employer receives twenty-four (24) hours notice. Employees who work at remote duty stations and are unable to return to their duty station upon completion of their court attendance may be temporarily reassigned to a different duty station for the duration of the workweek.

B. Written documents such as a subpoena, Marshall's statement of attendance and compensation for services, per diem, and travel, may be required to support a request for court leave or assignment to court duty.

C. Employees will turn over to their employing departments all monies received from the court as compensation for service and in turn will be paid their current salary while on court leave.

Continuous service bonus credit and duty-established seniority privileges will accumulate during such leave.

D. Employees who are required to appear in court and who do not serve for a full day, or who are placed on "on-call" status, shall return to work to complete their workday, if reasonable time remains for such return. With Management concurrence, employees may not be required to report back to work after completing their court attendance and will be credited for a full duty day.

E. When subpoenaed by a party other than the Employer, the employee will not be compensated if the employee, the Employer or the Union is a party in the case, or if the employee has any direct interest or financial interest in the case.

**20.06 – TIME OFF TO VOTE**

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

**20.07 – UNION BUSINESS LEAVE**

There is hereby created a Union Business Leave Bank which shall be administered by the State with a monthly report of the balance and withdrawals provided to the Union Business Manager.

All new bargaining unit members, upon written authorization from the member, will be assessed eight (8:00) hours of personal leave when the member's balance is at least eight (8:00) hours, and such leave will be transferred to the Union Business Leave Bank. Upon request from the Union Business Manager, the Employer shall transfer to the Bank, up to eight (8:00) hours of personal leave from each bargaining unit member's personal leave account who has provided written authorization.

Leave assessments will be converted to its dollar value at the rate of pay of the employee from whom the leave was received. Those dollars (with 38% benefit costs) shall be placed in the Bank. When business leave is used in accordance with the other provisions of this Section, dollars will be withdrawn from the Bank equal to the hourly rate, including benefit costs, of the bargaining unit member utilizing the leave times the hours of leave taken.

Withdrawal requests from the Bank will be for purposes of compensation of bargaining unit members for absences due to contract negotiations and formulation, meetings, conventions, training sponsored by the Union, attendance at arbitration or other hearings as a witness of the Union, and other like purposes as may be determined by the Union. Requests for withdrawals from the Bank shall be made only by the Business Manager of the Union to the Director of the Division of Personnel & Labor Relations on forms mutually agreed by the parties and furnished by the Union. Personal leave transferred to the Bank is final and not recoverable for re-credit to an individual's leave account.

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

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

## ARTICLE 21 – SAFETY AND LIABILITY

### 21.01 – UNSAFE EQUIPMENT

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

### 21.02 – WORK SAFETY

All work should be executed in a safe manner. The Alaska Occupational Safety and Health Standards, as contained in 8 AAC 61.0010-61.1960, shall serve as minimum standards. Upon request by the Union, the Employer shall provide the Union with any agency published safety manuals.

### 21.03 – SAFETY AND FIRST-AID EQUIPMENT

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

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

### 21.04 – SAFETY AND FIRST-AID PROGRAM

A safety and first-aid program shall be instituted, and regular safety meetings at each duty station shall be scheduled by the Employer during working hours in a "tool box" or "lunch" area. Upon request by the Union, safety meetings may precede or be followed by a relief period or meal break, at which time the Union may be present and meet with their members. In doing so there will be no disruption of the work routine.

### 21.05 – FIRST-AID TRAINING

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

**21.06 – SPECIAL FIRST-AID REQUIREMENTS**

A. The Employer will keep and maintain fully-equipped standard first-aid kits (as prescribed by the National Safety Council). For crews who are working remote areas, a first aid kit shall be provided and accessible on each machine or for each crew. Employer provided first-aid kits will be visually inspected monthly and missing or outdated supplies will be promptly replaced.

B. Every foreman or leadman in the bargaining unit shall have a current State-approved first-aid card.

C. Blankets and stretchers shall be maintained for the use of employees who may be injured.

D. Employees whose injuries require the use of a stretcher or ambulance shall be accompanied to the hospital by an attendant.

E. Immediate transportation must be provided for seriously injured or ill employees, and such transportation must have precedence over all other transportation.

F. The Employer shall also notify the Union, as promptly as possible, of lost-time accidents and shall furnish the Union with a copy of the Employer's accident report at the time such report is furnished to the insurance company.

G. The Employer will establish an evacuation plan in response to seriously injured employees working in remote locations, outside of 911 emergency service areas, or areas where there are no troopers or VPSOs.

**21.07 – SANITARY REQUIREMENTS**

A. Where temporary camp housing is furnished, each employee shall be allowed housing of approximately sixty (60) square feet of floor area and shall be furnished bedding and a weekly change of linen. Shelter-wells and similar structures shall require approximately ninety (90) square feet of floor area per employee. Adequate closet or locker space shall be provided each employee, and where more than two (2) employees are housed in a single room, a locker and keys or lockable closet shall be provided each employee. There shall be no more than four (4) employees housed in a standard 16' x 24' shelter-well. Living quarters, toilets, showers and laundry rooms shall be kept clean. The Employer shall furnish an adequate number of washers and dryers, both in camp and in facilities arranged for through a third (3rd) party. However, employees covered by this Agreement shall be entitled to as favorable camp conditions as other employees employed on the project. Alberta or equal quality trailer camps are acceptable, providing the patented or similar covered walkways are installed.

B. Those employees handling, preparing, or serving food will not be utilized during the same shift in cleaning toilets and urinals, and will not be used to wash or clean floors, beds, walls, and the garments of patients. This does not apply to the employee's assigned work area.

C. It shall not be considered a violation of this Agreement where employees refuse to work in facilities that are not being maintained in a sanitary condition.

D. Employees will be provided appropriate products to clean and disinfect public spaces and shared workspaces.

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

**21.09 – EQUIPMENT REQUIREMENTS**
To ensure safety and to eliminate unnecessary occupational accidents, the Employer agrees that all equipment shall be properly cabbed and screened.

**21.10 – DRINKING WATER**
Clean and sanitary drinking water will be provided in adequate supply in close proximity to workers at all times.

**21.11 – TOILETS AND URINALS**
On all projects covered by this Agreement, the Employer shall ensure that at all times during construction and maintenance operations, sanitary facilities are available appropriate to the situation and environment.

**21.12 – MONITORED HEALTH PROGRAM**
The parties recognize that certain employees may come in contact with toxic chemicals, radioactive materials and/or work with and around asbestos. Upon the signing of this Agreement, the Employer and the Union agree to establish a labor-management committee consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Employer to review the medical examination needs of employees who may have been exposed during the course of their employment with the Employer. The purpose of the committee shall be to determine a set of criteria which establish the circumstances under which employees exposed on the job are entitled to an in-depth medical examination at the Employer's expense.

**21.13 – FIRE DUTY**
It is recognized that circumstances associated with fire suppression activities under the control of the Department of Natural Resources precludes management from maintaining camp requirements as outlined in Section 21.08.A. It is therefore agreed and understood that the following provisions shall apply to fire suppression activities:

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

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

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

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

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

## ARTICLE 22 – SENIORITY

For purposes of layoff, recall, and promotions, seniority shall be established by the date of entry by a probationary/permanent employee into an established or new duty station. Employees who are on leave without pay for layoff, subject to recall, or on leave in pay status, shall continue to have the same seniority date as original entry into the duty station.

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

### 22.01 – DUTY STATION SENIORITY

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

Within the Department of Military and Veterans Affairs (DMVA), all work locations within Anchorage, to include Joint Base Elmendorf Richardson (JBER), are considered one duty station for determining duty station seniority.

Within the Department of Transportation and Public Facilities, the divisions of Highways and Aviation, Facilities Services, and the State Equipment Fleet, will be combined into one duty station at each location for determining duty station seniority. For the Southcoast Region, because the Division of Highways and Aviation is also combined with Construction, Construction shall be considered a separate duty station from Highways and Aviation, Facilities Services, and the State Equipment Fleet for determining duty station seniority.

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

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

It is agreed that this subsection covers only design and construction employees within this bargaining unit employed in the Department of Transportation and Public Facilities, and the Department of Natural Resources, Division of Parks, who are assigned to work on-site at pre-construction or construction projects. Accordingly, Article 15 and Article 22 of this Agreement are

modified to meet the working conditions of employees so employed. Those sections or subsections of the Collective Bargaining Agreement not modified herein will remain in full force and effect.

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

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

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

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

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

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

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

**22.02 – PROMOTION**

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

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

B. Promotions shall be made from among the three (3) employees signing the job announcement with the highest duty station seniority, provided each employee is qualified and competent for the higher classification and is qualified and competent to perform the duties of the position to be filled. If the Employer determines that any of the three most senior employees signing the job announcement are not qualified or competent for the higher-level position, the Employer may utilize the procedures of Article 4.02 or 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, 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.

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 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, 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 – REHIRE**

An employee who separates from a job class in good standing while holding a permanent or probationary appointment may be appointed without referral, recruitment or examination in the same or parallel classification or in a lower class in the same series, provided such reappointment takes place within five (5) years from the employee's date of separation from the job class. Step placement and anniversary dates will be in accordance with Article 13.02(G).

**22.05 – 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, except those employees appointed to positions designated as seasonal. Employees in seasonal positions will be laid off in reverse order of duty station seniority before any other employees in the classification will be laid off.

B. In calculating duty station seniority for layoff purposes, if an employee's evaluation, covering a period after July 1, 2022, is overall less than mid-acceptable, then, for the purposes of layoff seniority, the employee will not receive seniority credit for the period covered by that evaluation.

C. Employees may only exercise bumping rights to a lower classification in the employee's class series and in their seasonal or full time status 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.

D. 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 three (3) years. If the employee does not return to the classification the employee left within three (3) years, the employee loses all accumulated seniority in that classification.

**22.06 – RECALL FROM LAYOFF**

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 22.05.C of this Article shall retain their recall rights to the classification from which they were laid off, for a period of three (3) years.

C. Employees who voluntarily demote or transfer outside their classification series to another classification at the same duty station, in lieu of layoff, shall retain recall rights to the classification they vacated for a period of three (3) years.

**22.07 – 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 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, 2024, the Employer shall contribute $1,605.00 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 principal amount of ten thousand dollars ($10,000.00).

### 23.03 – HEALTH INSURANCE RATE ADJUSTMENTS

The Union agrees to provide the Director of the Division of Personnel and Labor Relations 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.

### 23.04 – HEALTH CARE AUTHORITY REOPENER

During the term of this agreement the State may explore providing health benefits through an alternative method of delivery by participating in a health care authority.

At the request of either party, this Article will be reopened during the term of this Agreement for the express purpose of dealing with the effects of health care authority legislation.

## 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 Mechanics, Automotive, Aircraft, and Rural ARFF, in the Journey, Advanced Journey/Lead, and Foreman I and II levels (Class Code series PL0212-PL0216 and series PL0222-PL0225), will be

required to furnish their own hand tools up to but not including socket sets of 3/4-inch drives. Employees in these job classes will be paid a biweekly tool allowance of sixty-nine dollars and twenty-three cents ($69.23).

All Mechanics, Automotive and Aircraft, Sub-Journey (Class Codes PL0211 and PL0221), must furnish all hand tools necessary to work within their class specification. Employees in these job classes will be paid a biweekly tool allowance of forty-six dollars and fifteen cents ($46.15).

All Maintenance Specialists, Electronics, Journey I and Journey II/Lead (Class Codes PL0421 and PL0422), must furnish all hand tools exclusive of complex testing equipment consistent with this section. Employees in these job classes will be paid a biweekly tool allowance of forty-six dollars and fifteen cents ($46.15).

Nonpermanent and temporary employees are not entitled to a tool allowance.

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.

## ARTICLE 26 – SEPARABILITY AND SAVINGS

### 26.01 – SAVINGS CLAUSE

If an Article or section of this Agreement should be decided by a court of competent jurisdiction, or by mutual agreement of the parties, to be in violation of any Federal, State or local law, or if adherence to or enforcement of an Article or part of an Article should be restrained by a court of law, or if any Article or section should be found not in compliance with Federal regulations where compliance is required as a condition for the receipt and expenditure of Federal funds, the remaining Article and sections of the Agreement shall not be affected and the parties shall convene within thirty (30) days for the purpose of negotiating a satisfactory replacement.

### 26.02 – WAIVER OF BARGAINING

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

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

### 26.03 – MERIT SYSTEM PRINCIPLES

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

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

### 26.04 – AVAILABILITY OF PARTIES TO EACH OTHER

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

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

## ARTICLE 27 – STATE-OWNED/CONTROLLED HOUSING

The parties agree that the following is the rental schedule for Bargaining Unit Members living in State-owned or State-controlled housing. The rental schedule for the Bargaining Unit Members currently living in State-owned or State controlled housing on the effective date of this agreement will be frozen at the June 30, 2018 rental charge until such time they no longer live in their respective housing.

### 27.01 – FACTORS TO BE USED IN DETERMINING RENT

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

**Rental Base –** The fair market value for an unfurnished rental unit in Anchorage with a particular number of bedrooms.

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

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

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

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

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

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

**Travel Allowance –** Deduction allowed for locations involving unusual transportation costs.

**27.02 – RENTAL FORMULA**
The rental formula is as follows:

[[[((RB x CI) - (AL + IP)) GDF] - TA] RTL] + UC = FCR

Or Calculated FCR is:

RB
xCI
Subtotal 1

Subtotal 1
-(Subtotal 1 x AL) + (Subtotal 1 x IP)
Subtotal 2

Subtotal 2
xGDF
Subtotal 3

Subtotal 3
-TA
Subtotal 4

Subtotal 4
xRTL
Subtotal 5

Subtotal 5
+UC
FCR

**GDF** is the geographical differential factor for a particular location.

**CI** is the facility condition index:

1.0 = Good
0.8 = Fair
0.6 = Poor

**RB** is the fair market value for an unfurnished rental unit in Anchorage with a particular number of bedrooms.

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

**AL** is the deduction for amenities lacking.

**IP** is the deduction for imposition-on-privacy.

**TA** is the allowance for excessive travel.

**UC** is the utility charge for all units except bunkhouses.

**FCR** is the formula calculated rent.

AND:

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

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

2. "FCR" resulting from exercise of formula.

**27.03 – RENTAL BASE SCHEDULE**
Bargaining Unit members living in State-owned or State controlled housing on or before June 30, 2019, shall continue to pay rent at their current rate in effect on June 30, 2019. The following will apply to Bargaining Unit members moving into State-owned or State controlled housing on or after July 1, 2019:

The rental base schedule will be adjusted based on the fair market value for an unfurnished rental unit in Anchorage with a particular number of bedrooms. Beginning with State fiscal year 2020, the rates are:

| | NUMBER OF BEDROOMS | | | |
|---|---|---|---|---|
| ALL TYPES OF STRUCTURES | 0 | 1 | 2 | 3 or more |
| (Mobile Homes, Apartments or Houses) | | | | |
| FY20 | $726 | $826 | $1036 | $1492 |

Rental Base Unit Notes:

A. Units are assumed to be unfurnished. All units are to include one (1) refrigerator, one (1) stove, one (1) washer, one (1) dryer and window coverings.

B. Units are assumed to be in "Good" condition. A lesser condition shall be compensated for by application of the "condition index."

C. If the number of occupants is less than the number of bedrooms of the unit, the rental base will be based on the number of occupants up to the number of bedrooms.

**27.04 – FACILITY CONDITION**
State housing units are classified into the following three (3) condition categories:

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

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

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

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

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

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

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

| Distance in miles, one (1) way for surface travel or air travel if surface travel not available | Maximum Monthly Deduction |
|---|---|
| Less than 10 miles | No deduction |
| 10 but less than 20 | $15.00 |

| | |
|---|---|
| 20 but less than 30 | 25.00 |
| 30 but less than 40 | 35.00 |
| 40 but less than 50 | 45.00 |
| 50 but less than 60 | 55.00 |
| 60 but less than 70 | 65.00 |
| 70 but less than 90 | 80.00 |
| 90 but less than 110 | 95.00 |
| 110 and more miles | 110.00 |

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

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

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

**27.09 – GEOGRAPHIC DIFFERENTIAL FACTORS**

The geographic differential factor for any particular location will be based on the "Steps Above Daily Rate" amount specified for that location in Article 13.05's geographic differential table.

| Steps Above Daily Rate | Applicable Geographical Differential Factor |
|---|---|
| 0 | 1.0000 |
| 1 | 1.0375 |
| 2 | 1.0750 |
| 3 | 1.0750 |
| 4 | 1.1500 |
| 5 | 1.1875 |
| 6 | 1.1875 |
| 7 | 1.3000 |
| 8 | 1.2625 |
| 9 | 1.3375 |

**27.10 – UTILITY CHARGE**

The utility charge shall be two hundred and fifty dollars ($250.00) per month for all units.

### 27.11 – Mobile Home Pad Rental Rates
The rental rate for mobile home pads shall be fixed at one hundred and seventy-five dollars ($175.00) per month.

### 27.12 – Damage Deposit
A damage deposit equal to the one-half of the first month's rent is required for each unit. This deposit is refundable in full or part based on the condition of the unit, allowing for reasonable wear and tear, at the time of final inspection.

### 27.13 – Clean-Up Deposit (Mobile Home Pads Only)
A clean-up deposit of two hundred and fifty dollars ($250.00) for each mobile home pad is required for utility disconnect and pad clean-up. This deposit is refundable if upon inspection the pad is found to be clean and free of debris. This provision shall apply to new tenants only.

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

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

### 27.16 – Pet Limitations
Employee occupants who own pets shall ensure that their pets are not nuisances and do not create unsanitary conditions in/around quarters. All pets must be leashed or otherwise under direct control of their owners while on State-owned or State-controlled premises. The Employer retains the right to not allow pets in certain State-owned or State-controlled premises who do not abide by the conditions set in this agreement. Ownership of kennels, dog teams, livestock, horses and other exotic pets is prohibited on State-owned or State-controlled premises. Owners of pets are responsible and liable for injury, damage or loss caused by their pets.

## Article 28 – Miscellaneous

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

### 28.02 – Remote Areas
The parties recognize that the terms prescribed by this Agreement may not be satisfactory for all permanent work assignments and duty stations for all employees, particularly in remote areas where climate, geography and specific duties may impose unique conditions which require modification to

the terms. The parties therefore agree that either party may propose, on a situation-by-situation basis, modifications to the express terms of this Agreement throughout its term. Such proposed modifications may include, but are not limited to, such conditions as Employer-provided housing, transportation, shift schedules, overtime, etc. In the absence of mutual agreement on the proposed modification(s) the terms of this Agreement shall prevail.

## ARTICLE 29 – TERMS OF AGREEMENT

**29.01**
This Agreement shall be effective July 1, 2024, and remain in effect through June 30, 2027, except as provided herein.

**29.02**
The parties recognize that the monetary terms of the Agreement are subject to legislative approval and funding in accordance with AS 23.40.215. 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 reenter 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, 2026, through September 30, 2026, of its desire to negotiate a successor agreement. Negotiations shall commence on or after October 1, 2026.

**STATE OF ALASKA**

//SIGNATURES ON FILE IN DOP&LR and LOCAL 71//

Paula Vranna, Commissioner
Department of Administration

Benthe Mertl-Posthumus, Chief Spokesperson

John Wood, Negotiator

Roxana Underwood, Negotiator

Troy Larue, Negotiator

Mike Rader, Negotiator

Kari Johnson, Negotiator

Daniel Barker, Negotiator

Amber Glen, Negotiator

**PUBLIC EMPLOYEES LOCAL 71, AFL-CIO**

Jordan Adams
Business Manager

Phil Petrie, President

Tracy Smith, Office Manager

Trenton English, Business Representative

Kyle Perry, Business Representative

Jennifer Yuhas
Director Development/Strategies

# 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 Agreement.

Occupational Safety and Compliance Officer
Safety Inspection and Compliance, Electrical Inspector
Safety Inspection and Compliance, Elevator Inspector
Safety Inspection and Compliance, Plumbing Inspector

Building Maintenance Series (Bldg/Facility/Const)
Maintenance Specialist, Bldg/Facility/Const, Foreman
Maintenance Specialist, Bldg/Facility/Const, Journey II/Lead
Maintenance Specialist, Bldg/Facility/Const, Journey I

Building Maintenance Series (Electrical Utility)
Maintenance Specialist, Electrical Utility, Foreman
Maintenance Specialist, Electrical Utility, Journey II/Lead
Maintenance Specialist, Electrical Utility, Journey I

Building Maintenance Series (Electrician)
Maintenance Specialist, Electrician, Foreman
Maintenance Specialist, Electrician, Journey II/Lead
Maintenance Specialist, Electrician, Journey I

Building Maintenance Series (Electronics)
Maintenance Specialist, Electronics, Foreman
Maintenance Specialist, Electronics, Journey II/Lead
Maintenance Specialist, Electronics, Journey I
Building Maintenance Series (Plumbing)
Maintenance Specialist, Plumbing, Foreman
Maintenance Specialist, Plumbing, Journey II/Lead
Maintenance Specialist, Plumbing, Journey I
Building Maintenance Series (Traffic Cntrl & Elec Sys)
Maintenance Specialist, Traffic Cntrl & Elec Sys, Foreman
Maintenance Specialist, Traffic Cntrl & Elec Sys, Journey II/Lead
Maintenance Specialist, Traffic Cntrl & Elec Sys, Journey I
Building Maintenance Series (Generalist)
Maintenance Generalist, Foreman
Maintenance Generalist, Lead
Maintenance Generalist, Journey
Maintenance Generalist, Sub-Journey II
Maintenance Generalist, Sub-Journey I
Food Service Series
Food Service, Foreman
Food Service, Lead
Food Service, Journey
Food Service, Sub-Journey

Environmental Services Series
Environmental Services, Foreman
Environmental Services, Lead
Environmental Services, Journey II
Environmental Services, Journey I

Driller Series
Driller, Journey
Driller, Sub-Journey

Equipment Maintenance Series (Automotive)
Mechanic, Automotive, Foreman II
Mechanic, Automotive, Foreman I
Mechanic, Rural ARFF, Advanced Journey
Mechanic, Automotive, Advanced Journey/Lead
Mechanic, Automotive, Journey
Mechanic, Automotive, Sub-Journey

Equipment Maintenance Series (Aircraft)
Mechanic, Aircraft, Foreman II
Mechanic, Aircraft, Foreman I
Mechanic, Aircraft, Advanced Journey/Lead
Mechanic, Aircraft, Journey
Mechanic, Aircraft, Sub-Journey

Equipment Operator Series
International Airport Foreman
Rural Airport Foreman
Equipment Operator Foreman II
Equipment Operator Foreman I
Equipment Operator, Lead / Journey III
Equipment Operator, Journey II
Equipment Operator, Journey I
Equipment Operator, Sub-Journey II
Equipment Operator, Sub-Journey I

Engineering Series
Engineering Technician, Journey
Engineering Technician, Sub-Journey III
Engineering Technician, Sub-Journey II
Engineering Technician, Sub-Journey I
Materials Lab Series
Materials Laboratory Technician, Foreman
Materials Laboratory Technician, Specialist/Lead
Materials Laboratory Technician, Journey
Materials Laboratory Technician, Sub-Journey IV
Materials Laboratory Technician, Sub-Journey III
Materials Laboratory Technician, Sub-Journey II
Materials Laboratory Technician, Sub-Journey I

Storekeeper/Partsman Series
Stock & Parts Services IV
Stock & Parts Services III
Stock & Parts Services II
Stock & Parts Services I
Survey Series
Survey, Lead
Survey, Journey
Survey, Sub-Journey II
Survey, Sub-Journey I
Wildland Fire Support Series
Wildland Fire Support Services V
Wildland Fire Support Services IV
Wildland Fire Support Services III
Wildland Fire Support Services II
Wildland Fire Support Services I

# APPENDIX B

| Location | Steps Above Daily Rate |
|---|---|
| Adak | 8 |
| Akutan | 8 |
| Anchorage | 0 |
| Anchorage International Airport | 0 |
| Aniak | 9 |
| Bear Creek | 8 |
| Bethel | 8 |
| Birch Lake | 4 |
| Camp Carroll | 0 |
| Cantwell | 7 |
| Cascade | 2 |
| Central | 5 |
| Chandalar (Chandler) Camp | 9 |
| Chitina | 5 |
| Chulitna | 2 |
| Coffman Cove | 1 |
| Cold Bay | 8 |
| Coldfoot Camp | 9 |
| Cordova | 4 |
| Crown Point | 2 |
| Dalton Highway (Roving Crew LOA) | 4 |
| Deadhorse | 9 |
| Delta Junction | 5 |
| Denali | 7 |
| Dillingham | 8 |
| Dutch Harbor | 8 |
| Eagle | 5 |
| Eagle River | 0 |
| Eielson AFB | 4 |
| Ernestine | 5 |
| Fairbanks | 4 |
| Fort Wainwright | 4 |
| Fort Yukon | 9 |
| Galena | 9 |
| Girdwood | 0 |
| Glenallen | 5 |
| Golovin | 8 |
| Gustavus | 2 |
| Haines | 2 |
| Healy | 7 |
| Homer | 2 |
| Hoonah | 2 |
| Hooper Bay | 8 |
| Huslia | 9 |
| Iliamna | 8 |

| Location | Steps Above Daily Rate |
|---|---|
| JBER | 0 |
| Jim River | 9 |
| Juneau | 0 |
| Kalsin Bay | 3 |
| Kasilof | 2 |
| Kenai | 2 |
| Ketchikan | 0 |
| King Cove | 8 |
| King Salmon | 8 |
| Klawock | 1 |
| Kodiak | 3 |
| Kotzebue | 9 |
| Livengood | 7 |
| Mackenzie Point | 1 |
| Manley Hot Springs | 7 |
| McGrath | 9 |
| Montana Creek | 7 |
| Mount Edgecumbe | 1 |
| Nelchina | 5 |
| Nenana | 7 |
| Ninilchik | 2 |
| Nome | 8 |
| North Kenai Camp | 2 |
| Northway | 5 |
| O'Brian Creek | 5 |
| Palmer | 1 |
| Paxson | 5 |
| Petersburg | 1 |
| Pilot Station | 8 |
| Quartz Creek | 2 |
| Sag River | 9 |
| Saint Mary's | 8 |
| Saint Michael | 8 |
| Sand Point | 8 |
| Seldovia | 2 |
| Seven Mile Camp | 9 |
| Seward | 2 |
| Shishmaref | 8 |
| Silvertip | 2 |
| Sitka | 1 |
| Skagway | 2 |
| Slana | 5 |
| Soldotna | 2 |
| South Fork | 5 |
| Talkeetna | 2 |
| Tanana | 7 |
| Tazlina | 5 |

| Location | Steps Above Daily Rate |
|---|---|
| Teller | 8 |
| Thompson Pass | 5 |
| Tok | 5 |
| Trimms Camp | 5 |
| Utqiagvik (Barrow) | 9 |
| Unalakleet | 8 |
| Unalaska | 8 |
| Valdez | 5 |
| Wasilla | 1 |
| Willow | 2 |
| Wrangell | 1 |
| Yakutat | 4 |
| Outside Alaska | -4 |

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