

LETTER OF AGREEMENT
between the
STATE OF ALASKA
and the
CONFIDENTIAL EMPLOYEES ASSOCIATION
representing the
CONFIDENTIAL BARGAINING UNIT

Biweekly Payroll

20-KK-018

It is agreed between the parties that the following terms and conditions of employment apply to members of the Confidential Bargaining Unit. No provision of the July 1, 2019 through June 30, 2022 master agreement not specifically referenced herein is modified by this agreement.

The State intends to change from a semi-monthly pay schedule to a biweekly pay schedule effective June 1, 2020 for all employees. In implementing a biweekly pay schedule, several elements of the current Confidential Bargaining Unit's collective bargaining agreement require modification. During the initial transition to a biweekly pay schedule, the parties mutually agree to temporarily waive leave cash in rules in Article 8.08 for the months of May 2020 and June 2020 regarding how low an employee may take their leave account. Other specific terms and conditions affected by the change are revised as follows:

7.10 - Frequency of Payday.

Payday shall be on a biweekly basis on every other Friday. If payday falls on a holiday, then the last working day before the designated holiday shall be the payday. All checks postmarked or deposited by payday shall be considered timely. The parties agree that leave accrual and other conditions or benefits that were calculated based on a semi-monthly pay cycle will be recalculated to reflect conversion to a biweekly pay cycle, as set out in Article 13.01.

8.01 - Rate of Accrual.

All full-time employees holding permanent, probationary or provisional status employed before July 1, 2013 shall accrue personal leave as follows:

Years of Service	<u>Hours: Minutes Per Pay Period</u>
0 - 2	7 hours:23 minutes
2 - 5	8 hours:19 minutes
5 - 10	9 hours:14 minutes
10+	11 hours:05 minutes

All full-time employees holding permanent, probationary, or provisional status hired into State service on or after July 1, 2013, will accrue personal leave as follows:

Years of Service	<u>Hours: Minutes Per Pay Period</u>
0 - 2	6 hours:28 minutes
2 - 5	7 hours:23 minutes
5 - 10	8 hours:19 minutes
10 -15	9 hours:14 minutes
15+	11 hours:05 minutes

Personal leave accruals for partial months of service shall be on a prorated basis. 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. Accrued leave shall be posted each pay period and shall be available for use when posted. In determining years of service for the purpose of computing personal leave, all permanent/probationary/provisional/long term nonpermanent service with the Territory and State of Alaska is included.

Employees transferring into the bargaining unit who have accrued annual leave shall have the hours of annual leave transferred to the employee's personal leave account.

8.02 - Changes of Accrual Rate.

All accrual rate changes shall become effective the first day after the employee completes the service requirement and becomes eligible for the higher accrual rate.

13.01 - Wages.

- A. Wage tables can be found at the Division of Finance website; the basic Salary Schedule for CEA is attached to this agreement (Appendix A)

The parties recognize that the State Payroll System rounds payroll calculations to four decimal places. Therefore, calculations using rates in the Collective Bargaining Agreement may result in penny rounding differences. The parties accept that these differences do not require further payroll adjustments that would cause the employee to pay back penny rounding differences or for the Employer to add penny rounding differences to an employee's pay.

13.07 - Rehire Employees.

If an individual, eligible for rehire, is reappointed to a class or to a parallel class with prior approval of the Director of the Division of Personnel and Labor Relations under Section 20.04, in which the employee previously held permanent or probationary status, the appointing authority may make the appointment at the same step in the salary range for the class that the employee occupied before separation, provided that the rehire occurs within a period of three (3) years. If appointed above the beginning step of the range, the employee's merit anniversary shall be the first day following completion of one (1) year of service after hire or the equivalent for part-time employees. An employee reappointed at a pay increment must complete two (2) years of service after hire before moving to the next pay increment.

18.06 - Probationary Periods.

The probationary period shall be regarded as a part of the examination process that shall be utilized for closely observing the employee's work and adjustment to the position. Employees who, in the judgment of the Employer, have satisfactorily passed the probationary period shall be retained and given permanent status in the job class at the end of the applicable probationary period. Employees who, in the judgment of the Employer, have not or will not satisfactorily pass the probationary period shall not be retained in the job class.

A. The probationary period for an employee in ranges 5 through 13 shall be six (6) months and for ranges 14 and higher it shall be one (1) year. The employee's merit anniversary date shall be the first day following the completion of the probationary period.

This agreement and its changes to the collective bargaining agreement are effective June 1, 2020. It is entered into solely to address the specific circumstances of this particular situation. It does not establish any practice or precedent between the parties.

FOR THE STATE OF ALASKA:

/*Signature on File*/



Kate Sheehan, Director
Division of Personnel & Labor Relations
Department of Administration

Date

FOR THE ASSOCIATION:

/*Signature on File*/



Joseph Reeves (_____
President, Confidential Employees Association
Local 6133

2-10-2020
Date