

BARGAINING AGREEMENT

between the

STATE OF ALASKA



and the

ALASKA PUBLIC EMPLOYEES ASSOCIATION

representing the

CONFIDENTIAL EMPLOYEES ASSOCIATION July 1,
202~~5~~² – June 30, 202~~5~~⁸

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PREAMBLE

Whereas, the State of Alaska (Employer) and the Confidential Employees Association (CEA) have negotiated a collective bargaining agreement (Agreement) pursuant to AS 23.40.070-260 relating to employees performing personnel/payroll functions and services as defined in 2 AAC 10.220(b)(1) and designated by the Alaska Labor Relations Agency as members of the Confidential Unit, and

Whereas, that Agreement sets forth the salaries, wages, hours, and other terms and conditions of employment of such employees, and

Whereas, the parties have reduced that Agreement to writing, and

Whereas, the purpose of the Employer and CEA in entering into that Agreement is to promote orderly and peaceful relations, and to achieve the highest level of employee performance consistent with safety, good health, and sustained effort in the best interest of the State of Alaska and the CEA membership.

Therefore, in consideration of their mutual promises, the parties set forth the following Agreement.

ARTICLE 1 Recognition

1.1 General Recognition

The Employer recognizes CEA as the exclusive representative of all permanent, nonpermanent, probationary, and provisional employees engaged in performing personnel/payroll functions and services as defined in 8 AAC 97.990(1), in the Confidential Bargaining Unit and as the sole collective bargaining agent for the purpose of acting for the employees in negotiating salaries, wages, hours, and other terms and conditions of employment.

"Employee" in this Agreement shall mean a person in State service who is paid a salary or wage and holds probationary, permanent, nonpermanent, or provisional status working in a position that has been designated by the Alaska Labor Relations Agency (ALRA) as a Confidential Unit position.

Both parties recognize that the Alaska Labor Relations Agency (ALRA) retains its authority to determine bargaining unit assignments. New positions and classifications created by the Employer shall be placed in the appropriate bargaining unit consistent with prior ALRA rulings. The CEA shall be notified of all new job classifications created, or revisions to existing classifications, within ten (10) working days of such action. The notification shall include a copy of the job class specifications. Notification shall be via e-mail and job class specifications shall be online through Workplace Alaska.

No filled position shall be removed from this bargaining unit without written notification to CEA. If CEA does not file a written petition with the ALRA challenging the proposed bargaining unit transfer within fifteen (15) working days of receipt of the notice to CEA, the

Employer is free to take the proposed action.

No filled position shall be changed to exempt or partially exempt status without at least thirty (30) calendar days' notice to CEA prior to submitting the request to the Personnel Board.

Concurrent with the notice, the Employer shall provide a written explanation of the transfer request to CEA.

The Employer shall provide concurrent written notice to CEA when an unfilled position is removed from the bargaining unit.

1.2 Negotiations

The Employer shall not negotiate or handle grievances with any employee organization other than CEA with reference to terms and conditions of employment of employees in the Confidential Unit. When individuals or organizations other than CEA request negotiations or handling of grievances, they shall be advised by the Employer to transmit their request to CEA.

1.3 Nonpermanent Employees

It is recognized that the need exists to hire nonpermanent employees in positions similar in duties and requirements to permanent positions in the bargaining unit; therefore, notwithstanding AS 39.25.195 the following provisions shall apply:

A. An individual hired as a nonpermanent covered by this agreement must perform the work of the assigned class and may not be paid less than the entry salary step of the range assigned to the class in which the nonpermanent is to work.

B. On-Call Nonpermanent Positions.

1. An on-call nonpermanent substitute position shall be defined as a nonpermanent positions whose incumbent(s) are sporadically scheduled or called to work.
2. All determinations concerning the terms and conditions of on-call nonpermanent substitute employment shall be made independently by the Employer, except as specifically provided in this Agreement.
3. On-call nonpermanent substitute personnel shall be exempt from the provisions of Sections C and D, except as specifically provided herein. On-call nonpermanent substitute personnel who are called to work may refuse the work for personal or other reasons and will not be subject to discipline for such refusal, provided that once an assignment is accepted, an on-call substitute must complete that assignment or be subject to discipline unless prior approval has been obtained. Approval for absence due to illness shall be granted in the same manner as leave is granted for medical purposes pursuant to Article 8.
4. An individual hired as an on-call nonpermanent substitute covered by this Agreement must perform the work of the assigned class and shall be paid at the entry salary step of the range assigned to the class in which the on-call nonpermanent substitute is to work, unless another step is granted in accordance with Article 13.1.D or in the instances where a former employee has rehire rights, 13.7 shall apply.
5. After working for a number of hours equal to the full-time, probationary period, in hours, of the assigned class, the incumbent of an on-call nonpermanent position shall

- be paid one step above the salary step at which placed pursuant to Section 1.3.B.4. Actual step placement shall remain unchanged. Hours shall be cumulative from the date of appointment to the position in accordance with Section 1.3.D, or if the on-call substitute accepts an appointment into a permanent position, he or she shall retain the earned step increase.
6. An agency may offer a short-term non-permanent appointment to an on-call substitute working in the same job class without recruitment or examination. At the conclusion of such an appointment, that individual shall revert to on-call nonpermanent substitute status.
 7. On-call nonpermanent substitute personnel who are appointed to nonpermanent positions pursuant to Sections B and C, or to permanent/probationary positions shall be placed at Step A of the appropriate range, except if another step is granted in accordance with Article 13.1D.
 8. On-call nonpermanent personnel shall not be eligible for group health insurance.
 9. On-call nonpermanent personnel shall not be eligible for holiday pay but shall receive time and one-half for all hours worked on a holiday at the appropriate shift rate of pay.
 10. On-call nonpermanent personnel shall no accrue leave but may be granted approved absences from duty without pay.

B.C. Short-term Nonpermanent Positions. Assignments of one hundred twenty (120) calendar days or less in any twelve (12) month period may be filled through the use of short-term nonpermanent appointments (casuals). The Employer may make such appointments without use of any eligible lists. Any individual hired as a short-term nonpermanent must be terminated following the one hundred twentieth (120th) day of employment. The Employer and the CEA agree that all determinations concerning the terms and conditions of casual employment shall be made independently by the Employer, except as provided for in this Article or as specifically provided for in subsequent articles.

C.D. Short-term nonpermanent appointments may be extended by the Director of the Division of Personnel and Labor Relations. If a short-term nonpermanent position is extended, it remains a short-term nonpermanent position. In the event that a short-term nonpermanent continues to work beyond one hundred twenty (120) days, the appointment shall, as of the one hundred and twenty-first (121st) day, be treated as a long-term nonpermanent appointment for specific benefit purposes only and these benefits (health, life insurance, personal leave and holidays) shall be awarded retroactive to the date of appointment. The individual has the option to either designate retroactive application of the health and life insurance benefit or make it effective on the first day of the month following the 121st day of employment.

D.E. Long-term Nonpermanent Positions. Assignments described as substitute, normal, program, and project nonpermanent in division of personnel standard operating procedure (SOP) no. 09-

VIII which are for periods of more than 90 days but less than twelve (12) months duration may be filled through the use of long-term nonpermanent appointments. Any individual hired pursuant to this provision shall meet the minimum qualifications as required of individuals seeking permanent employment in the class into which they are to be hired. The Employer agrees to hire individuals for these assignments through Workplace Alaska. In the event that an employee is worked for longer than twelve (12) months, except as provided in paragraph F of this section, the Employer shall review the reasonableness of establishing a permanent position. The long-term nonpermanent employee shall become the incumbent of the permanent position. All long-term nonpermanent employees shall be entitled to personal leave accrual, health insurance, and holidays. Employees in long-term nonpermanent positions shall have access to the complaint procedure outlined in Section 12 as the sole means for resolving disputes or controversies with respect to nonpermanent employment.

E.F. Time spent in nonpermanent status shall be credited toward probationary status as follows:

If the nonpermanent employee is converted to probationary status in the same classification, a successor classification, or a broad banded class performing similar duties with no break in employment, the employee shall be credited with one (1) month toward the probationary period for every consecutive month of nonpermanent employment to a maximum of one-half (1/2) the required probationary period in the job class.

F.G. It shall not be a violation of this agreement to employ Job Training Partnership Act (JTPA) or similar nonpermanent employees and such nonpermanent employees shall not be members of the bargaining unit. The Employer agrees to abide by the federal regulations governing such employment programs.

Any dispute arising between the parties under this paragraph concerning compliance with federal regulations shall not be subject to Article 12 of this agreement but may be referred by either party, after discussion, to the federal agency responsible for such program resolution.

Neither party waives its right to seek resolution of the matter, when appropriate, in court after exhaustion of administrative remedies as authorized in this paragraph.

G.H. It shall not be a violation of this agreement to employ trainees under the State's Temporary Assistance Program (welfare to work) and these employees shall not be members of the bargaining unit.

ARTICLE 2

Nondiscrimination

2.1 Noninterference

The Employer shall not interfere with, restrain or coerce employees because of membership or lawful activity in CEA, nor for the purpose of discouraging membership in CEA shall it discriminate in respect to hire, tenure of employment or any terms or conditions of employment.

2.2 Equal Employment Opportunity and Affirmative Action

The Employer and CEA mutually agree to cooperate in establishing and/or maintaining Equal

Employment Opportunity and Affirmative Action Programs consistent with statutory obligations applicable to employees to provide equal treatment with respect to rates of pay, benefits, and other terms and conditions of employment regardless of race, religion, color, national origin, age, sex, creed, sexual orientation, gender identity, disability, marital status, change in marital status, pregnancy, family/parental responsibility, political affiliation or belief.

2.3 CEA Obligations

Nothing in this Article shall prevent CEA from its obligation to protect the rights of an employee.

2.4 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, creed, sexual orientation, gender identity, disability, marital status, change in marital status, pregnancy, family/parental responsibility, political affiliation or political belief.

Further, the parties agree to support appropriate action against any employee involved in sexual harassment.

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

2.5 Civility Clause

The State is committed to providing a workplace where all employees, regardless of their classification or pay status, are treated by co-workers, supervisors, and managers in a manner that maintains generally accepted standards of human dignity and courtesy. The State will notify the union and reporting employee(s) when the investigation has been concluded and will provide an investigative report to the union. Employees alleging they have not been treated accordingly may process a complaint up to the department head or designee.

ARTICLE 3 CEA Security

3.1 Membership

Employees covered under this Agreement shall not be required to become a member of CEA as a condition of employment, and there shall be no discrimination against an employee because of membership or non-membership in CEA. Employees may or may not join CEA at their discretion.

3.2 Check off and Deductions

Employees who desire to have dues or voluntary fees deducted from their pay and paid to CEA shall authorize such payroll deductions by executing check off on a form supplied by CEA. The President or designee of CEA shall notify the Director of the Division of ~~Finance Personnel and Labor Relations~~ in writing of any change in the amount, frequency, or method of calculating authorized dues or voluntary fees deductions at least sixty (60) days prior to the effective date of the change. The Employer shall then make appropriate changes in payroll deductions without further notice, provided that any change does not conflict with the amount authorized by the employee. The Employer shall remit the authorized deductions to the Treasurer of CEA by the thirtieth (30th) of the month following issuance of the payroll warrant, together with a list of the

names of the employees from whose pay the deductions were made.

3.3 Payroll Files

CEA shall receive each pay period, without charge, a computer report via email which lists each bargaining unit member's name, employee identification number, position control number, range, step, classification title, status, hire date, department, merit anniversary date, mailing address, and termination date or last date in pay status, if applicable. The report shall also itemize and show any regular deductions made and forwarded to CEA. CEA specifically agrees that all information provided shall be used only for purposes related to the execution of the Agreement; that CEA shall be responsible for the protection and security of information provided; and that CEA shall assume all liability which may result from any improper disclosure or use by CEA of information provided.

3.4 Meetings

Where there is appropriate available meeting space in buildings owned or leased by the Employer, this space may be used for meetings by CEA, provided that a request is approved in advance pursuant to the rules of the department or agency concerned. Posting notification of CEA meetings shall be permitted in office areas and on the State's e-mail system.

3.5 Representatives

The CEA shall inform the ~~Department of Law, Civil Division Director, Director of the Division of Personnel and Labor Relations~~ in writing of the names of its seven (7) Executive Board members and up to one (1) Employee Representative per each thirty-five (35) bargaining unit positions.

With the prior approval of the first level supervisor outside the bargaining unit, these designees shall be allowed to handle complaints and grievances under this Agreement during working hours and shall suffer no loss in compensation for time spent handling complaints or grievances for up to nine (9) hours each month. Approval shall not be unreasonably denied. All time spent in such activities during work hours shall be recorded on the employee's timesheet. Time spent performing these activities shall not be counted in the calculation of hours worked. However, time compensated pursuant to this section shall be counted for the purpose of fulfilling any applicable guaranteed workweek.

3.6 Super Seniority

For the purpose of layoff or transfer of positions in the bargaining unit, the seven (7) CEA Executive Board members, Employee Representatives, and CEA negotiators shall head the seniority list of State service from the date of notice to the Employer of their designated status.

3.7 E-mail Communications

The Employer recognizes the Association's right to communicate with its members through the internet. Bargaining unit members may use their State computers to communicate with each other and/or the Association, provided such use does not interfere with official State use, or the performance of the bargaining unit member's job duties.

3.8 New Bargaining Unit Member Orientation

The Employer will allow an Executive Board member or Employee Representative to provide a brief orientation, not to exceed ~~thirty fifteen~~ minutes, during normal business hours to new

members. This orientation must take place at the new member's duty station. This orientation will be considered time worked for payroll purposes. Supervisors shall, whenever possible, notify the President of CEA via email prior to a bargaining unit member's initial appointment in a bargaining unit position. Such notification shall include the new bargaining unit member's State email address, telephone number, physical duty station address, and position control number.

ARTICLE 4

Management Rights

It is recognized that the Employer retains the right, except as otherwise provided in this Agreement, to manage the affairs of the State and to direct its workforce. Such functions of the Employer include, but are not limited to:

1. recruit, examine, select, promote, transfer, and train employees of its choosing, and to determine the methods of such actions;
2. develop and modify class specifications as well as assignment of the salary range for each classification, and allocate positions to those classifications;
3. assign and direct the work; determine the methods, materials, and tools to accomplish the work; designate duty stations and assign employees to those duty stations;
4. reduce the work force due to lack of work, funding, or other cause consistent with efficient management;
5. discipline, suspend, demote, or dismiss employees for just cause;
6. establish reasonable work rules; assign the hours of work and assign employees to shifts of its designation.

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

ARTICLE 5

Parking

Every effort shall be made to provide reserved parking spaces for employees who experience disabilities with respect to mobility. If spaces are available, they shall be assigned as near as practical within close proximity to the employee's working area. In those areas where the parking spaces are assigned specifically to the bargaining unit employees with disabilities, the number and location of bargaining unit spaces shall not be modified or changed before consulting with CEA.

The Employer shall make available parking passes to State parking facilities for employees covered by this Agreement who are required to perform work outside their regular work areas. When an employee is required to work away from the normal work site, the Employer may provide a State-owned vehicle if available, upon the supervisor's or designee's approval.

Where head bolt heater outlets are provided by the Employer, all employees shall be permitted to use such outlets at no cost and under the conditions as designated by the Employer, consistent with specific Environmental Protection Agency (EPA) or local jurisdiction standards, where existing.

The State shall provide not less than ninety (90) days' notice of any change in the number of parking spaces available to employees and visitors. In the event the State becomes aware of a change that does not allow for ninety (90) days' notice, the State shall notify CEA within five (5) days of the time the State becomes aware of the change. The parties shall meet and confer regarding any significant change in the number and location of parking spaces provided for employees. The State shall make a good faith effort to make parking available to employees. The State shall make a good faith effort to make designated parking facilities available to employees, wherever practicable.

ARTICLE 6

Legal Assistance

6.1 General

A. Definitions:

1. Providing a legal defense means that Employer appoints at its expense counsel to represent member in a legal action.
2. Indemnification means Employer's payment of a judgment or legal obligation that member incurred as a result of member's duties for Employer.

B. Claims against a member as a state employee:

1. In legal actions under AS 09.50.250 against a member, AS 09.50.253 provides for certification by the Attorney General and for the action to proceed exclusively against the state if the action arose from conduct within the scope of member's employment. A request for certification under AS 09.50.253 is made as provided in AS 09.50.253 and 9 AAC 33.010 and is not subject to the grievance arbitration procedure in Article 12 of this agreement.

C. Claims against a member under a federal or state law expressly authorizing a claim against a state official:

1. If AS 09.50.253 does not apply because federal or state law expressly authorizes an action against member, Employer will provide a legal defense and indemnify member as provided in sections 6.02 – 6.06.

6.2 Providing a legal defense

Employer will provide a legal defense to a member named as a defendant or respondent in a legal action if member was acting within the scope of member's office or employment at the time of the incident out of which the action arose.

6.3 Indemnification

Employer will indemnify a member for a judgment or legal obligation if the judgment or legal obligation arose from member's action within the scope of member's office or employment except as provided in section 6.06.

Employer may provide a legal defense without assuming the obligation to indemnify member by notifying member in writing that it is reserving its right to deny payment of the judgment or

obligation under this section.

6.4 Scope of office or employment

Member is acting within the scope of member's office or employment if:

1. member was employed or authorized to perform the act or omission;
2. the act or omission occurred substantially within the authorized space or time of the office or employment;
3. a purpose of the act or omission was to serve the state; and
4. the act or omission did not constitute willful, reckless, or intentional misconduct, gross negligence, or malicious conduct.

6.5 Disputes

Employer's decision to withhold a legal defense or indemnification is subject to review by complaint for breach of contract in the superior court of this state and is not subject to the grievance arbitration procedure in Article 12 of this agreement.

6.6 Punitive Damages

Employer will not indemnify member for a judgment against member for punitive damages.

ARTICLE 7 Working Rules

7.1 Workweek

The normal workweek for overtime-eligible employees shall consist of forty (40) hours in work or pay status from Sunday midnight to Sunday midnight within a maximum of five (5) consecutive days. All full-time employees shall be guaranteed a full workweek. Overtime exempt employees shall normally work forty (40) hours per week. The normal workweek shall consist of five (5), eight (8) hour days; however, with the mutual agreement of the employee and supervisor, the individual daily work schedule may be adjusted within the pay period to meet the needs of the agency and the desires of the employee. Hours worked in excess of forty (40) hours are not compensable except as otherwise provided in this agreement.

7.2 Overtime

All work performed by overtime eligible members of the bargaining unit in excess of forty (40) hours of work in a workweek is overtime and shall be paid in accordance with the Fair Labor Standards Act.

7.3 Compensatory Time

Compensatory time off for overtime eligible employees shall be in accordance with the Fair Labor Standards Act. Overtime shall be paid in cash except where an overtime eligible employee requests in writing compensatory time off and the supervisor approves the request. Additional straight time may be converted to compensatory time at a ratio of 1:1. The decision to grant or deny compensatory time off shall be given full consideration by management based on availability and business needs and shall be consistent with the Fair Labor Standards Act guidelines. Compensatory Time may accumulate to a maximum of 240 hours.

7.4 Meal Breaks

A lunch period of not less than thirty (30) minutes nor more than one (1) hour shall be allowed, at the discretion of management, approximately midway of each shift.

7.5 Relief Breaks

- A. All full-time employees shall be allowed one (1) relief break of fifteen (15) minutes in duration during the first (1st) half of the shift and another relief break of fifteen (15) minutes in duration during the second (2nd) half of the shift. Past practice shall continue regarding relief breaks for part-time employees.
- B. Part-time employees shall be reasonably allowed relief breaks in congruence with hours worked. At least one (1) relief break of fifteen (15) minutes in duration will be granted for six (6) hours or less of work. Hours worked in excess of six hours will fall under the provisions of A.

7.6 Additional Meal Break

- A. An additional lunch period of thirty (30) minutes shall be allowed when a bargaining unit member works continuously for two (2) hours or more in addition to the normal shift.
- B. Such additional lunch period shall be considered as time worked. If the lunch period was taken within the hours reported on the bargaining unit member's timesheet, no other action is required. If the lunch period was not taken, it must be notated in the comment section of the timesheet. To be paid, the additional meal break must be claimed within thirty (30) calendar days from the end of the pay period in which it was earned.
- C. In the event that a bargaining unit member is recalled within two (2) hours of the termination of their normal shift, the bargaining unit member shall be granted a meal break in accordance with the other provisions of this Article.
- D. A bargaining unit member who works on an RDO or works an irregular schedule is eligible for the additional lunch period if a minimum of ten (10:00) hours are worked for that shift.
- E. A bargaining unit member who works under an alternate workweek agreement shall be subject to the provision of 7.1.

~~7.6~~7.7 Holidays

- A. Subject to the provisions of B below, holidays shall be:

The first of January - New Year's Day

The third Monday of January - Martin Luther King, Jr. Day

The third Monday in February - President's Day

The last Monday in March - Seward's Day

The last Monday in May - Memorial Day

The 19th of June - Juneteenth

-The Fourth of July - Independence Day

The first Monday in September - Labor Day

The 18th of October - Alaska Day

The 11th of November - Veterans Day
The fourth Thursday in November - Thanksgiving Day
The 25th of December - Christmas Day

Every day designated by public proclamation by the Governor of the State as a legal holiday.

The holiday formerly known as Lincoln's Birthday shall be treated as a floating holiday. On the first day of the second pay period in July the personal leave account of all employees in leave accruing positions in pay status on that date shall be credited with one (1) additional day of personal leave.

Bargaining unit members hired into State service prior to July 1, 2013, shall receive an additional 8 hours of paid leave credited to their leave balance on the first day of the second pay period of July each year, upon reaching their fifteenth (15) year of service, to be used as a floating holiday. Accrual and use of floating holidays will be consistent with the personal leave and holiday provisions of the agreement.

- B.** The Employer may direct all employees to work on a day designated to be observed as a holiday, except for New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If an employee is directed to work on a day designated to be observed as a holiday, the employee will be compensated as outlined in E & F below.
- C.** If a recognized holiday falls on Sunday then the following Monday shall be a holiday, and if the recognized holiday falls on Saturday then the preceding Friday shall be a holiday.
- D.** Part-time employees shall be entitled to those holidays on a prorated basis.
- E.** Each employee shall be entitled to, and compensated for, the holidays listed above provided the employee was in pay status on the regular work day immediately preceding the holiday and in pay status on the regular work day immediately following the holiday. All hours worked by overtime eligible employees on a holiday shall be compensated at the rate of one and one-half (1.5) times the hourly rate of pay in addition to the applicable base wages for that holiday.
- F.** With approval from a direct supervisor and when business needs allow, overtime ineligible bargaining unit members may elect to work on a holiday listed in section A above and the bargaining unit member's personal leave account shall be credited with one day (8 hours) of personal leave. Additionally, overtime eligible bargaining unit members may elect to treat any holiday listed in section A as a floating holiday and the bargaining unit member's personal leave account shall be credited with one day (8 hours) of personal leave. For each holiday with participating bargaining unit members, the employer will provide the union a list of those overtime ineligible and overtime eligible participating members. Requests made under this section shall not be unreasonably denied.

7.77.8 Distribution of Overtime

Compensable overtime shall be distributed as equally as is practical among employees in the same general classification within each agency. A record of actual compensated overtime hours worked shall be maintained and made available for reasonable inspection by appropriate CEA representatives with prior approval of the employee.

7.87.9 Continuous Hours of Work

An employee required to work a double shift shall not be required to work in excess of sixteen (16) hours within one (1) twenty-four (24) hour period except in an emergency.

7.97.10 Termination Pay

- A. When an employee provides the Employer with a written two (2) weeks' notice of termination, the employee's wages become due immediately upon termination and shall be paid within three (3) working days.
- B. If the bargaining unit member does not receive the paycheck within three (3) working days, penalty pay will be owed following the provisions of Article 13.
- C. If the Employer must stop payment and reissue a check, the check shall be considered timely if mailed or delivered within four (4) working days of Employer notification, in which case penalty pay shall not apply.

7.107.11 Frequency of Payday

Payday shall be on a biweekly basis, occurring 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.

7.117.12 Flexible Work Schedules

Flexible work hours may be established by the commissioner of the employing department. The commissioner or the commissioner's designee shall be the approving authority for requests for flexible hours.

7.127.13 Alternate Workweeks

It is recognized that from time to time it is desirable to have employees work a schedule other than that provided in Article 7. An alternate workweek may be authorized by written agreement between the Director of the Division of Personnel ~~& Labor Relations~~ and the CEA under the provisions of Appendix B.

Other alternate workweek agreements may be established by written agreement between the CEA and the Labor Relations Section of the Department of Law subject to the following conditions:

- 1. The Employer shall retain final authority for scheduling hours of work.
- 2. The Employer or the CEA may cancel the arrangement at any time with at least five (5) working days written notice to the other party.
- 3. When an affected employee is absent, leave shall be charged for the number of scheduled work hours missed.
- 4. No more than eight (8) hours of holiday pay shall be allowed for any holiday. The written

arrangement establishing the alternative workweek shall address how a full week's hours are to be achieved during workweeks, which include a holiday.

5. Personal leave accrual rates shall remain unchanged.

7.137.14 Shift Changes

Except in emergencies, an employee's shift shall not be changed without at least five (5) working days' notice prior to the effective date of the change.

7.147.15 Flexible Time Plan

The parties recognize the normal workweek is 40 hours and that it may be necessary for overtime-exempt employees to work extraordinary hours to meet the mission of the agency. An FLSA exempt employee who has been authorized to work additional hours may submit a written request to the division director for approval of a Flexible Time Plan to offset excessive hours of work with a reduction of normal work hours at a later time.

An approved Flexible Time Plan is subject to the following conditions:

1. An employee who works in excess of 45 hours in a workweek shall be eligible for flextime credits retroactive to ~~40~~ 42 hours of work in the week.
2. Flextime credits shall accrue in one-quarter (0.25) hour increments.
3. No flextime credits may be earned for travel time.
4. No more than 16 hours of work per day may be counted toward the 45 hour per work week threshold or toward flextime credits.
5. Flexible credits may accumulate to a maximum of two hundred (200) hours.
6. Flextime credits may not be used in advance of performance.
7. Employees shall document on the flextime form all hours worked and all flextime used.
8. Accrued flextime credits may be used at any time business permits with the prior approval of the supervisor in the same manner as personal leave. Requests to use accrued flextime shall not be unreasonably denied.
9. Upon separation from State service or the bargaining unit, accrued flextime credits shall be cancelled without payment. Accrued flextime credits may not be cashed out.
10. Disputes regarding the accrual or use of flextime credits are subject to the complaint procedures of Section 12.04.A. This shall be the sole and exclusive method of resolving such disputes.

Flextime credits shall be tracked and credited manually until the State implements an automated tracking system.

7.157.16 Incidental Flextime Arrangements

From time to time, and with the prior approval of the supervisor, an (overtime ineligible) employee may be absent for up to 4 hours in a day for the following, without submitting a leave slip:

1. Medical Appointments for the employee or family member
2. School events (this does not include regular, recurring events, such as volunteering as a classroom aid)

3. Weddings or funerals
4. Care of family members (including child care conflicts)
5. Other personal matter such as banking, insurance, wellness matters (this does not include time for which the employee may receive compensation in the form of goods, fees, salary or other payments from a third party)
6. Professional development such as continuing education credits or the studying and testing for obtaining or maintaining career-related certifications, seminars, lectures, conferences, or other professional development opportunities that are not offered or required by the State. Incidental Flextime taken for this purpose does not take the place of job-specific and State-required or -offered training and shall not be used in lieu of any leave approved under the provision of Article 19.

Implementation of this section includes the expectation that there will be no reduction in the total productive hours. This section may not be used if the employee has flextime credits under the provisions of Article 7. This section is not subject to the grievance procedure. Approval of time off requested under this article shall not be unreasonably denied.

ARTICLE 8

Leave

8.1 Rate of Accrual

All leave-eligible full-time employees in the bargaining unit employed before July 1, 2013 shall accrue personal leave as follows:

Years of Service	Hours Per Pay Period
0 - 2	7:23
2 - 5	8:19
5 - 10	9:14
10 +	11:05

All leave-eligible full-time employees in the bargaining unit hired into State service on or after July 1, 2013, will accrue personal leave as follows:

Years of Service	Hours Per Pay Period
0 – 2	6:28
2 – 5	7:23
5 – 10	8:19
10 – 15	9:14
15 +	11:05

Personal leave accruals for partial pay-periods 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. Leave accruals shall be posted on a biweekly pay period, in accordance with the payday schedule in Article 7, and shall be available for use when posted. In

determining years of service for the purpose of computing personal leave, all leave-eligible 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.

8.2 Changes of Accrual Rate

All accrual rate changes shall become effective the first day of the pay period following the pay period in which the employee completes the service requirement and becomes eligible for the higher accrual rate.

8.3 Medical Leave Bank and Transfer of Accrued Sick Leave

- A.** An employee who transfers into the Confidential Unit who has accrued sick leave shall have fifty percent (50%) of that sick leave transferred to the employee's personal leave account and fifty percent (50%) of that sick leave transferred to the CEA medical leave bank. Banked medical leave may only be taken in accordance with this Article.
- B.** Medical Leave Bank. Such leave as is provided in Paragraph A, above, shall be available for use in the event of a medical disability which prevents the employee from working or illness or injury to a member of the employee's immediate family. The supervisor may require a physician's certificate. If the employee has no Medical Leave Bank leave balance, or if that balance is exhausted during the period of disability/absence, leave shall be charged to the employee's Personal Leave accrual in accordance with Section 8.04 - Utilization & Disposal, of this article, below.
- C.** Except as otherwise provided in 8.06 (D), upon separation from State service, the hours in an employee's medical leave bank shall be transferred to the CEA Catastrophic Medical Leave Bank. The Labor-Management Committee established at Article 11 shall develop the procedures regarding use of this leave bank.

8.4 Utilization and Disposal

Personal leave shall be used for any and all purposes for which sick and/or annual leave have heretofore been used. This includes medical or dental appointments, and illness or injury of the employee or the employee's immediate family.

Personal leave requests require the prior approval of the supervisor except in the case of illness or injury to the employee. Employee requests shall be given full consideration and, to the extent practicable, approved. However, the parties agree that the final decision with regard to approval or disapproval of any request shall be based on the supervisor's evaluation of the needs of the job. Management shall not cancel prior approved leave without a valid business reason to do so. In an absence due to illness or injury, the supervisor may require a physician's certificate. Employees shall not be required to provide a physician's certificate for illnesses of less than three (3) days unless improper use is suspected.

Personal leave accrued but not used shall accumulate until separation; however, at least 80 hours of

personal leave must be used each calendar year except that employees exempted from 8.05 of this Article must use 120 hours of each full year. If the employee does not take the required hours of personal leave during a twelve (12) month period, the difference between the required hours and the amount of personal leave taken will be cashed out at the employee's hourly rate of pay unless the department or agency head certifies in writing that the employee was denied the opportunity to take the required hours of personal leave during the twelve (12) month period. It is understood that, should the employee fail to schedule the required hours of leave, the Employer may direct that the employee take the personal leave at any time to satisfy the mandatory usage requirement.

Flextime credits earned in accordance with Article 7 may not be used until the employee has satisfied the mandatory leave usage requirement, unless first satisfying the mandatory leave usage requirement would require the employee to go on leave without pay.

Up to 40 hours of personal leave cashed-in under Article 8 of this Article will be applied to the employee's mandatory leave usage requirement for those employees with a 80 hour mandatory leave usage requirement.

Up to 80 hours of personal leave cashed-in will be applied to the employee's mandatory leave usage requirement for those employees with a 120 hour mandatory leave usage requirement.

8.5 Maximum Accumulation of Leave

Personal leave accrued but not used shall accumulate to a maximum of 825 hours on December 31 of any calendar year. A department head may permit an employee to carry over more than 825 hours of accrued personal leave if the employee was unable to reduce his/her accrued hours because the member was assigned work of a priority or critical nature over a period of time.

By June 1 of each calendar year, those employees whose personal leave balances exceeds, or could exceed by December 31, the personal leave accumulation maximum of 825 hours must submit to their supervisor for approval a plan to use personal leave to bring their balance below the accumulation maximum. If the employee fails to submit a plan, or adhere to an approved plan, the employee's division director will order the employee to take sufficient personal leave to reduce the employee's balance or potential balance on December 31 below the accumulation maximum.

Employees who have a personal leave balance that exceeds 400 hours on December 16, 2013, shall be exempt from this provision until such time as his/her personal leave balance equals 400 hours or less on December 31 of any calendar year.

8.6 Separation

- A.** Employees who separate from State service for any reason including layoff shall receive within three (3) business days a lump sum payment for all accrued unused personal leave. Unused personal leave will be paid out at the employee's current hourly rate of pay at the time of separation.
- B.** Employees who go on personal leave and subsequently give notice of resignation, or who do not return to work, shall be considered to have separated on the last day worked. No additional leave shall accrue after the last day worked.

- C. Any exception to the policy stated in B. of this section requires the prior written approval of the Commissioner of the Department of Administration.
- D. In case of death of an employee who, at the time of death, is a bargaining unit member all unused sick leave shall be paid to the employee's designated beneficiary in a lump sum at the employee's annualized hourly rate of pay.

8.7 Bereavement Leave

If a death occurs among members of an employee's family, the employee shall be excused from work and allowed to use up to 80 hours of leave of any available type, including donated leave.

Additional days may be authorized under extenuating circumstances. Family, for the purpose of bereavement leave, shall include spouse, partner, child, parent, sibling, parent-in-law, grandparents, grandchildren, stepchildren, foster children, and/or any other person with whom the employee has had an equivalent association.

8.8 Leave Cash-In

Employees having in excess of 40 hours of personal leave shall, upon request to the Employer, receive payment for accrued but unused personal leave at the annualized hourly rate of pay. Under no circumstances may an employee receive a leave cash-in which would reduce the employee's leave balance below 40 hours.

Payment shall be made no later than one (1) pay period following the pay period in which the request is received.

8.9 CEA Leave Bank

Upon written authorization, new employees in the bargaining unit who elect to become a CEA member shall have eight (8 hours) of personal leave assessed and transferred to the CEA Leave Bank in four (4) hour increments, over two (2) pay periods, as soon as a sufficient amount is posted to individual leave accounts. Such reduction shall not be applied toward the mandatory leave usage as required in Section 4 of this Article.

The purpose of the Bank is to provide CEA with a reserve of personal leave to provide for employee training, Association business meetings, contract negotiations and other purposes authorized by the CEA President. Voluntary contributions in increments of two (2) hours may be made by any employee.

Each leave assessment and contribution shall be converted to its dollar value at the rate of pay of the employee from whom the leave was received. Those dollars (with benefit costs) shall be placed in the CEA Cash Business Leave Bank. For each hour of business leave used in accordance with other provisions of this section, dollars shall be withdrawn from the bank equal to the hourly rate (with benefits) of the employee utilizing the leave.

Upon notice by the President of CEA to the Employer, each employee who has authorized a deduction shall be assessed personal leave in equal amounts.

All personal leave transferred to the Bank is final and not recoverable for recredit to an employee's individual leave account.

Withdrawal requests from the CEA Leave Bank shall be made by the President of CEA addressed to the Director of the ~~Civil Division of Law~~Civil Division of Personnel and Labor Relations. The President and officers of CEA assume complete responsibility for:

1. evaluating requests for use of the Leave Bank;
2. approving withdrawal requests in given amounts.

Withdrawal from the Bank shall be made only when leave has been approved on the same basis as any personal leave request. Such approval shall not be unreasonably denied.

8.10 Donations of Personal Leave

Employees shall be allowed to donate personal leave to and receive donations of annual or personal leave from employees in this unit, those represented by a different union, or non-covered employees for medical purposes or bereavement leave subject to the following conditions:

1. Each employee wishing to donate personal leave shall submit a leave request showing the amount of personal leave they wish to donate in increments of not less than two (2) hours.
2. Each request shall state, "Leave donation to (employee name), (Employee identification number)."
3. Until a new Time and Attendance system is implemented, leave slips will be the standard form for the donation of personal leave.
4. All leave requests for a particular recipient shall be delivered to the Payroll Services Section for processing each pay period as needed or will be submitted through the online time and attendance system, when implemented. Once an 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 shall be returned to the donor.
5. The Employer shall, for purposes of computation, convert the donated leave hours to dollars at the hourly rate of the donor. The dollars shall then be converted to hours of leave at the hourly rate of the recipient, and the resulting number of hours shall be added to the recipient's donated leave account for use as medical leave. The total amount of donated leave credited to the employee's donated leave account shall not exceed 320 hours during the life of the current agreement. Leave donations shall be credited to the recipient's donated leave account during the pay period in which received by the Division of Finance. Donated leave may not be used until all accrued personal and medical leave has been exhausted.
6. Once the Division of Finance has completed the above process, the State shall not be obligated for further processing or liabilities resulting there from. Once the donation has been transferred to the recipient, the donation cannot be withdrawn, modified or otherwise returned to the donor's leave account. Leave donations shall not reduce the mandatory leave usage requirements established in this Article. Upon the death of an employee, any unused donated leave shall be paid in cash to the employee's beneficiaries at the employee's annualized hourly rate.
7. Except as otherwise provided in this Article, upon separation from State service, the hours remaining in an employee's donated leave bank shall be converted to the CEA Catastrophic
8. Medical Leave Bank. The Labor Management Committee established in Article 11 shall develop the procedures regarding use of the Catastrophic Medical Leave Bank.

8.11 Court Leave

An employee who is called to serve as a juror or subpoenaed as a witness shall be entitled to court leave. Court leave shall be supported by written documents such as subpoena, marshal's statement of attendance, and compensation for services, per diem and travel. Employees shall turn over to their employing departments all moneys received from the court as compensation for service and in turn shall be paid their current salary while on court leave.

8.12 Military Leave

An employee who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay, time or performance rating without regard to other compensation earned during that period 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 in any leave year.

8.13 Family Leave

Qualified employees may be granted family leave. When taking family leave, a qualified employee must exhaust all accrued personal and medical leave as provided in Section 8.~~03~~, and donated leave (in that order) before entering leave without pay except that an employee may elect to retain up to 40 hours of personal leave in his or her leave account for use upon return from leave taken under this provision. When taking leave due to pregnancy, childbirth, foster care placement or adoption, the leave entitlement must be taken consecutively.

The period for utilizing family leave entitlements shall commence with the first day of family leave. An employee may be required to recertify 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.

8.14 Other Approved Absences

Upon application and approval of the appointing authority, an employee may be granted leave of absence with or without pay. Such leave shall not normally exceed twelve (12) continuous months.

Continuous service credit shall not accrue during the period of leave without pay. Approval of said leave of absence shall not be unreasonably withheld.

8.15 Leave Anniversary Date

The leave anniversary date must be advanced one (1) month later for each twenty-three (23) days of leave without pay in a leave year.

ARTICLE 9

Time Off to Vote

The Employer shall provide reasonable and necessary time off for employees covered by this Agreement to vote in local, municipal, borough, State, federal and special elections; provided that the employee is unable, in the view of the Employer, to vote outside working hours.

ARTICLE 10

Health and Safety

10.1 General Obligations

- A.** It shall not be a violation of this Agreement nor grounds for dismissal or discrimination, if an employee refuses to work an unsafe job, in an office with unsafe working conditions, or in an environment in which an employee reasonably fears for their health and safety provided the employee reports the unsafe condition in writing. Any safety equipment required by AS18.60 to make a job safe shall be supplied by the Employer. The Employer shall abide by AS18.60 standards and all applicable government health and safety standards and regulations.
- B.** Should an employee submit a report of unsafe conditions in writing and the Department of Labor and Workforce Development finds the job to be safe, and in the remote possibility that subsequent disciplinary action is taken, the employee shall have recourse to the established settlement of disputes procedure as outlined in Article 12.
- C.** The State shall furnish to each of its employees covered under this agreement a workplace which is free from recognized hazards that cause or are likely to cause death, serious physical harm, or jeopardize the health, safety, and well-being of the employee. Each workplace shall be free from obstructions and be able to be cleansed in accordance with ADA, OSHA, CDC, and public health mandates. When so ordered by these agencies or the State Chief Medical Officer, the Employer shall provide personal protective equipment (PPE) in accordance with this article.

10.2 Labor Management Committee

In order to promote health and safety amongst CEA employees, CEA and the State agree to utilize a Labor Management Committee, to act as a Safety Committee, as outlined in Article 11 to meet as necessary and by mutual agreement to discuss matters of mutual concern including, but not limited to, epidemics, pandemics, workplace safety and hazards, and other qualifying events that jeopardize the health and well-being of employees.

ARTICLE 11

Labor-Management Committee

11.1 Purpose

In order to facilitate communication between the parties and to promote cooperative employer and employee relations the Employer and CEA agree to form a joint general purpose Labor-Management Committee as well as additional Labor-Management Committees which shall meet as necessary to discuss matters of mutual concern.

11.2 Committee Composition

Labor-Management Committees may be composed of up to three (3) members appointed by the President of CEA and up to three (3) members appointed by the Attorney General or designee ~~Commissioner of the Department of Administration and/or the Director of the Division of Personnel and Labor Relations~~. Additional individuals may be included in particular labor-management meetings by mutual agreement. Any matters discussed will be public to all CEA

members upon request to the Union.

11.3 Meetings and Agenda

Labor-Management Committees may meet at the request of either party. Requests to meet shall be answered based on the agreement made in Article 11.8. Until an agreement is made, both parties agree in good faith to respond to requests to meet within five (5) business days unless otherwise specified.

Labor-Management Committee meeting agendas shall be prepared in advance. The parties shall attempt to compile a mutually agreeable agenda. However, if this is not possible, each party may propose up to three items for inclusion on the agenda. Agenda items will be deleted at the mutual agreement of the committee members.

Labor-Management meetings shall be conducted in good faith. The parties shall alternate responsibility for chairing the meetings; the chair shall be responsible for preparing and distributing meeting minutes.

11.4 Time Spent in Meetings

Approved time spent in meetings or preparing for meetings will neither be charged to leave credits nor considered as overtime for time worked. Management will make every effort to reschedule shift assignments or days off so that meetings will fall during working hours of Association representatives.

11.5 Good Faith Conduct

Labor-Management Committee meetings will be conducted in good faith. These committees will have no power to contravene any provisions of this Agreement, nor to enter into any agreements binding the parties, or resolve issues or disputes surrounding the implementation or interpretation of the Agreement. Matters requiring a Letter of Agreement will not be implemented until a signed Letter of Agreement has been approved by the ~~Department of Law~~~~Division of Personnel & Labor Relations~~ and the CEA Executive Board.

11.6 Committee Evaluation and Training

Prior to the conclusion of a collective bargaining agreement, the parties shall discuss the Labor-Management Committee concept and shall determine whether to continue, modify, or terminate it.

A. Labor-Management training offered by the Employer shall be provided at no cost to all CEA representatives assigned to Labor-Management Committees.

11.7 Performance Evaluations

The parties agree that they shall continue the Performance Evaluation Labor Management Committee, which may also include participants from other labor unions representing state employees. This ongoing committee shall study, analyze and make recommendations regarding the Employer's process, instrument and procedures for employee performance evaluations. Upon completion of the committee's final report, CEA and the Employer shall meet and determine how the report shall apply to CEA bargaining unit members and how applicable portions of the report may be expressed in this agreement. Requests to meet shall be made in accordance with Article 11.3.

11.8 Communication

~~On or before August 31, 2022,~~ The parties agree that they shall convene a Labor Management Committee to address matters of communication, including timeliness, between the parties. The Committee shall meet at least quarterly. More frequent meetings may be scheduled should the need arise and the parties agree. This committee shall study, analyze, and make recommendations regarding the needs of both parties for improved communication and timelines for addressing concerns.

11.9 Training

A CEA Training Committee shall be constituted in accordance with Article 19. The Training Committee will be considered a Labor Management Committee and subject to the provision of this Article.

11.10 Health and Safety

Matters related to the health and safety of employees shall be considered a Labor Management Committee action item and subject to the provisions of this Article and Article 10.

ARTICLE 12 Settlement of Disputes

12.1 No Strike or Lockout, Picket Lines

B. CEA agrees that during the life of this Agreement, CEA, its agents or its bargaining unit members shall not authorize, instigate, aid or engage in any work stoppage, slowdown, sick-out, refusal to work, picketing or strike against the Employer.

C. The Employer agrees that during the life of this Agreement there shall be no lockout.

D. Any violation of this Section by CEA or the Employer is not subject to the grievance-arbitration procedure and either party may pursue such legal remedies as provided by law.

E. Disciplinary action taken against an employee for violation of this Section is subject to the grievance-arbitration procedure.

12.2 Grievances

A. Grievance Procedure

It is desired that differences between employees and supervisors be resolved as quickly as possible. To achieve this goal, employees are encouraged to discuss such differences with their supervisor as soon as possible after they are aware of the event leading to the difference and prior to filing a grievance. Supervisors are similarly encouraged to be responsive to such discussions.

Adjustments may not conflict with this Agreement or applicable laws, regulations, or policies and shall not be precedential. Such discussion is at the employee's option and the time limits for filing a grievance shall be adhered to. If the supervisor has not responded, or the employee is not satisfied with the supervisor's response, the employee must file a written grievance at Step One within the time frames set forth below.

A grievance shall be defined as any controversy or dispute involving the application or interpretation of the terms of this Agreement arising between the CEA or an employee or employees and the Employer.

Grievances shall be processed on forms provided by the Employer. The grievance shall state the facts giving rise to the grievance, the specific provision(s) of the Agreement that are alleged to have been violated, and the remedy requested. If the Employer fails to render a decision within the allotted time, the grievance may be advanced to the next step by the CEA. Time frames may be extended by mutual agreement of the parties.

Step One: An employee shall individually, or with a CEA representative, present the written grievance to the Division Director of the employing division within twenty (20) working days of the disputed action or the date the employee is made aware of the action, whichever is later. The supervisor shall respond in writing within ten (10) working days of receipt. The written grievance shall state specifically which Article(s) and Section(s) the Employer may have violated and the manner in which the violation is alleged to have occurred.

Settlements reached at Step One shall be binding only if such settlements are consistent with the provisions of this Agreement, the policies and regulations of the Employer, and the authority of the respondent. Grievances settled at Step One which are found to be inconsistent with the provisions of this Agreement, the policies and regulations of the Employer, and/or the authority of the respondent may be reopened by the Employer through written notice to CEA within ten (10) working days after receipt of the settlement. CEA may advance such a grievance directly to Step Two.

Step Two: If the grievance is unresolved at the prior Step, an appeal may be submitted by the CEA representative in writing to the ~~Attorney General or designee Commissioner of the Department of Administration~~ within ten (10) working days after the prior Step response is due or received. Within five (5) working days of receipt at Step Two, the grievance shall be the subject of a conference between the CEA representative and a representative of the ~~Attorney General-Commissioner of the Department of Administration~~.

If the representatives are unable to resolve the grievance, the ~~Commissioner~~ Attorney General or designee shall respond in writing within ten (10) working days after the conference.

B. Disciplinary Grievances

All grievances resulting from dismissal, demotion for cause, or a single suspension in excess of thirty (30) days of a permanent employee shall be entered into the procedure at Step Two. Such grievances shall be brought to the attention of the Employer within ten (10) working days of the action or knowledge thereof.

C. Class Action Grievances

A class action grievance is a controversy or dispute which affects two (2) or more employees in the same manner. Class action grievances shall be submitted by the CEA representative to the first (1st) level supervisor having jurisdiction over all grievants. Class Action grievances must identify grievants by the class of affected employees with sufficient specificity that the class will be readily identifiable.

12.3 Arbitration

A. Board of Arbitration

Within thirty (30) days of the signing of this Agreement, the Employer and the CEA shall jointly request from the US. Federal Mediation and Conciliation Service (USFMCS) the names of 21 qualified arbitrators. From the list of 21 arbitrators the Employer and the CEA shall alternately

strike from the list one name at a time until 11 names remain on the list. This list of 11 arbitrators shall be used by the parties to select individual arbitrators for hearings. This does not preclude the parties from compiling a mutually agreeable list without the assistance of USFMCS.

For each hearing, the parties shall select the arbitrator by alternately striking one (1) name at a time until only one (1) name remains on the list. The parties shall alternate on striking the first (1st) name. The name of the arbitrator remaining on the list shall be accepted by the parties as the arbitrator, and arbitration shall commence on a mutually acceptable date.

B. Selection of the Arbitrator

If a grievance is not resolved at Step Two the CEA may request arbitration. This request shall be submitted to the Director of the ~~Civil Division of Law Division of Personnel and Labor Relations~~ or designee in writing within twenty (20) working days after the response from Step Two is due or received. The CEA shall state specifically which Article(s) and Section(s) the Employer may have violated and the manner in which the violation is alleged to have occurred. The parties shall meet within twenty

(20) working days after receipt of the request for arbitration to strike names and to make arrangements to contact the arbitrator about scheduling the hearing. The CEA shall contact the Employer to strike names.

C. Authority of the Arbitrator.

Questions of procedural arbitrability shall be decided by the arbitrator. Once a determination is made that the matter is procedurally arbitrable or if such preliminary determination cannot reasonably be made, the arbitrator shall then proceed to hear the merits of the dispute.

The parties agree that the decision or award of the arbitrator shall be final and binding. The arbitrator shall have no authority to rule contrary to, amend, add to, subtract from or eliminate any of the terms of this Agreement. The arbitrator shall have no power to modify a penalty or other management action except by finding a contractual violation.

Expenses incident to the services of the arbitrator shall be borne as designated by the arbitrator. Normally, the losing party shall be expected to pay the arbitrator's expenses. If neither party can be considered the losing party, the arbitrator shall apportion expenses using the arbitration decision as a guide.

D. Removal of Documents

Documents implementing penalties, which are later reversed, shall be removed from the employee's personnel file. This does not preclude the maintenance of such records in the files of Labor Relations, provided such documents shall not be forwarded to potential employers within or outside State government.

E. Arbitration Witnesses

A Confidential Unit member who is required to appear as a witness for CEA for an arbitration proceeding shall be granted time off subject to the CEA Business Leave Bank.

12.4 Complaints

A. Complaint Procedure

A complaint shall be defined as (1) any controversy, dispute or disagreement arising between the

CEA or an employee or employees and the Employer which does not involve the application or interpretation of the terms of this Agreement, or (2) the appeal of the discharge, demotion or suspension of a probationary employee not holding permanent status in another classification. Such matters are not included in the definition of a grievance as set forth in Section 2. The following shall be the sole and exclusive method of resolving complaints.

Complaints shall be processed on forms provided by the Employer. The complaint shall state the facts from which it arises, the rules, procedures or conditions which should be considered and the remedy requested. If the Employer fails to render a decision within the allotted time, the complaint may be advanced to the next step by the CEA. Time frames may be extended by mutual agreement of the parties. Adjustments to complaints shall not conflict with this Agreement or applicable laws, regulations or written policies.

Step One: An employee may individually, or with a CEA representative, present the written complaint to the first level supervisor outside the bargaining unit within twenty (20) working days of the action or inaction or the date the employee is made aware of the action or inaction, whichever is later. The supervisor shall respond in writing within ten (10) working days of presentation.

Step Two: If the complaint is unresolved at Step One, an appeal may be submitted by the CEA representative in writing to the Attorney General or designee ~~Commissioner of the Department of Administration~~ within ten (10) working days after the Step One response is due or received. Upon request of the CEA, a conference between the CEA representative and a representative of the Attorney General ~~Commissioner of the Department of Administration~~ shall be convened to discuss the complaint. If the representatives are unable to resolve the complaint, the Attorney General ~~Commissioner~~ or designee shall respond in writing within twenty (20) working days after receipt of the appeal or the date of the conference, whichever is later. The decision of the Attorney General or designee ~~Commissioner of the Department of Administration~~ is final and shall settle the matter.

B. Group Complaints

A group complaint is a controversy, dispute or disagreement which affects two (2) or more employees in the same manner. Group complaints shall be submitted by the CEA representative to the first (1st) level supervisor outside the bargaining unit having jurisdiction over all complainants and may be appealed upward from that level until final settlement by the Commissioner of the Department of Administration. Time limits and procedures shall be as for individual complaints set out above. Group complaints must identify complainants by name, job class and department to the extent possible.

C. Conversion to Grievance

If in the opinion of the CEA representative a matter initially filed as a complaint does involve the application or interpretation of this Agreement, the complaint may be converted to a grievance at or before Step Two. The grievance must be filed on a grievance form with copies of the complaint and all responses attached. Nothing in this section shall limit the Employer's right to raise questions of arbitrability.

12.5 Review of Individual Position

An employee may obtain a review of the classification of his/her position in the following manner:

The Union shall submit a request for review to the Director of the Division of Personnel~~and Labor Relations~~ or designee. The request for review shall include a copy of the full position description from the On-Line Position Description system and the union will provide an analysis supporting their request. The employee shall complete a full position description describing the duties, level of authorities and responsibilities performed.

The Division of Personnel~~and Labor Relations~~ shall review the employee's duty description with the employee's supervisor as part of a position analysis. A final position description shall be completed to reflect the actual duties assigned and performed. The completed PD shall be reviewed in conjunction with existing class specifications for proper classification. Not later than sixty (60) calendar days following receipt of the request, the Director of Personnel and Labor Relations or designee shall render a decision and notify both the supervisor and the Union.

A. Reallocations shall be made effective in accordance with 2 AAC 07.035. If the Director of Personnel or designee determines that the position should be upgraded but funds are not available the employing department shall restrict the duties to be consistent with the classification at the funded level.

B. No more than one (1) request may be processed for a position under this section in any twelve (12) month period unless substantial changes in duties have occurred.

C. The foregoing procedure shall be the sole and exclusive method of resolving classification disputes, notwithstanding the other provisions of Article 12.

ARTICLE 13

Wages

13.1 Wages

~~A. Effective July 1, 2022, the wage scales in effect on June 30, 2022 will increase by three percent (3%).~~

~~B. Effective July 1, 2023, the wage scales in effect on June 30, 2023, shall be increased by two and a half percent (2.5%).~~

~~C. Effective July 1, 2024, the wage scales in effect on June 30, 2024, shall be increased by five percent (5%).~~

A. Effective July 1, 2025, the wages shall be adjusted as follows, not to exceed five percent (5%), 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

Less than 1%

Greater than or equal to 1% and less than 2%

Greater than or equal to 2% and less than 4%

Greater than or equal to 4%

COLA effective July 1, 2025

0%

1.25%

2.50%

5.00%

B. Effective July 1, 2026, the wages shall be adjusted as follows, not to exceed five percent (5%), 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**

Less than 1%

Greater than or equal to 1% and less than 2%

Greater than or equal to 2% and less than 4%

Greater than or equal to 4%

COLA effective July 1, 2026

0%

1.25%

2.50%

5.00%

C. Effective July 1, 2027, the wages shall be adjusted as follows, not to exceed five percent (5%), based on the changes for the calendar year 2025 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 2025
compared to prior year**

Less than 1%

Greater than or equal to 1% and less than 2%

Greater than or equal to 2% and less than 4%

Greater than or equal to 4%

COLA effective July 1, 2027

0%

1.25%

2.50%

5.00%

Wage tables shall be maintained for public view on the Division of Finance web page, with duty stations identified in association with the appropriate tables.

As a *quid pro quo* for the cost-of-living adjustment (COLA) formula in Article 13.1 (A), (B), and (C) above, the State agrees to the following one-time base wage increases:

- Effective July 1, 2025, the wage scale in effect on July 1, 2024 shall increase by a total of three percent (3.0%), inclusive of the COLA effective July 1, 2025 under Section 13.1(A).
- Effective July 1, 2026, the wage scale in effect on July 1, 2025 shall increase by a total of four percent (4%), inclusive of the COLA effective July 1, 2026 under Section 13.1(B).
- Effective July 1, 2027, the wage scale in effect on July 1, 2026 shall increase by a total of four percent (4.0%), inclusive of the COLA effective July 1, 2027 under Section 13.1(C). However, if the COLA effective July 1, 2027 provides for an increase of greater than four percent (4.0%), no such increase will occur.

D. The minimum rate of pay in the assigned salary range for a job classification shall normally be paid upon initial appointment or hire. Any exception shall require the written approval of the Director of the Division of Personnel ~~and Labor Relations~~ prior to an employee beginning employment in the class.

- E. Pay increments, computed at the rate of 3.25% of the employee's base salary shall be provided after an employee has remained in the final step within a given range for two years, and every two years thereafter, if, at the time the employee becomes eligible for the increment, the employee's current annual rating by the employee's supervisor is designated as "acceptable" or better service.

Employees on rate overrides due to the reduction of pay increments from 3.75% to 3.25% will continue to be on rate overrides on the same basis as they had in the previous agreement regardless of the 40 hour work week.

13.2 Geographic Differentials

The parties agree that members of this bargaining unit shall receive the geographic differentials as provided for in Appendix A.

13.3 Shift Differentials

- D. All employees who work a scheduled "swing" shift beginning between 12:00 noon and 7:59 p.m. are entitled to a three and three-quarters percent (3.75%) increase over their hourly rate as established by this Article for all hours worked in each such shift.
- E. All employees who work a scheduled "graveyard" shift beginning between 8:00 p.m. and 5:59 a.m. are entitled to a seven and half percent (7.5) increase over their hourly rate as established by this Article for all hours worked in each such shift.

13.4 Standby Pay

Employees may be required to be available for standby duty. In such instances, the employee's name shall be placed on a standby roster for the designated period of time of such requirement. Assignment to a standby roster shall be equitably offered among employees normally required to perform the anticipated duties. For the purposes of this article, a Standby Roster is a list of employees available for immediate recall who are either to remain at home or periodically report their whereabouts.

Two (2) hours of pay at the employee's hourly rate shall be paid to an employee who is assigned to a standby roster for up to a twenty-four (24) hour period. When assigned to standby on their RDO the employee shall receive an amount equal to three (3) hours pay at the hourly rate. If employees are assigned to the standby roster on a non-floating holiday, they shall receive an amount equal to four (4) hours pay at the employee's hourly rate.

At least twenty-four (24) hours prior to the beginning of the standby period, an employee must be notified by means of published schedule, or by telephone, as to when the assigned periods of standby begin and end.

Standby pay is for the purpose of compensating the employee for being available for work. Standby pay is not intended as compensation for any work performed by the employee and shall be in addition to any applicable earnings for hours.

13.5 Reallocation of Position

If an employee is reclassified to a higher salary range based upon the work already being performed, the employee's status, and step placement shall remain unchanged. An employee who has earned a pay increment must remain at that pay increment in the new range for two years. If an employee is reclassified to a higher salary range based upon work that they have not already been performing, their step placement shall be determined in accordance with Article 13.

The merit anniversary date or pay increment date, status and salary step assignment of an employee whose position is reallocated from one (1) class to another class at the same salary range shall remain unchanged.

An employee holding a position which is assigned to a lower pay range or reallocated to a classification which carries a lower pay range shall be treated in the following manner:

1. If the employee's current salary is the same as any step in the new range, the employee shall enter the new range at that step;
2. If the employee's current pay rate falls within the lower range, but does not match any steps within the new range, the employee shall be placed at the lower of the two steps closest to their current pay rate and the employee's pay rate shall remain frozen at the current pay rate until that employee earns the next merit increase or pay increment at which time that employee shall be placed at the next higher step;
3. If the employee's current salary exceeds the maximum of the new range, it shall remain frozen until it is the same as any step or falls between steps which appear on the salary schedule at the lower range, whichever is earlier.

Salaries which are frozen shall not be subject to any salary increase including contractually negotiated adjustments or cost-of-living adjustments to the salary schedule. For purposes of this paragraph employees whose positions are subject to a reallocation from one (1) class to another may not be paid at a pay increment unless they have earned such step in the class occupied prior to the reallocation action or until said step is earned in the class to which the position was reallocated.

Time served at Step F or a pay increment of the higher range shall be counted as time served at Step F or a pay increment of the lower range.

13.6 Anniversary Dates

The merit anniversary date or any other pay increment date must be advanced one (1) month later for each twenty-three (23) days of leave without pay in a leave year.

13.7 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 five (5) ~~three (3)~~ years.

If an individual is rehired with prior approval of the Director of the Division of Personnel ~~and Labor Relations~~ in a lower class in the same class series, or a closely related class, the employee may be paid at the step in the range of the lower class of positions that best reflects the earned step based on creditable State service or at such other step approved in advance by the Director of the Division of Personnel ~~and Labor Relations~~.

If appointed above the beginning step of the range, the employee's merit anniversary shall be ~~the beginning of the pay period~~ 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

13.8 Promoted Employees

- D. If an employee in frozen pay status is promoted to a higher job class, the promotion shall result in, at a minimum, a three (3) step real increase in compensation.
- E. An employee who has served one-half (1/2) or more of the time required to be considered for the next step increase shall, upon promotion to a position in a higher salary range in the bargaining unit, be placed at Step A of the higher range or such other step as shall provide an increase of four (4) steps, whichever is greater.
- F. An employee who has served less than one-half (1/2) of the time required to be considered for the next step increase shall, upon promotion to a position in a higher salary range in the bargaining unit, be placed at Step A of the higher range or such other step as shall provide an increase of three (3) steps, whichever is greater.

A promoted employee entering the new range at a pay increment shall be treated as if that increment had been earned in the new range and granted further increments accordingly.

- G. The promoted employee's entitlement to a three (3) step or four (4) step increase upon promotion will be determined in accordance with Sections 13.08B and C. The step on the salary schedule that represents a three (3) or four (4) step increase, as appropriate, will be located on the employee's former salary schedule. When there is no match, the employee will be placed at the next higher step on the Confidential salary schedule or at Step A, whichever is greater.
- H. For purposes of this section, "steps" means both pay increments and merit steps.

13.9 Acting in a Higher Range

An employee who has received prior written delegation to perform essentially all of the duties of a specific position at a higher range for ten (10) consecutive calendar days shall be paid at the step of the higher range that would be appropriate in case of promotion, retroactive to the first (1st) day of such duties. Upon commencement of the employee's regular duties, the employee's pay rate shall return to normal. Such delegation shall not exceed sixty (60) days unless extended by the Director of the Division of Personnel ~~and Labor Relations~~.

Accrued leave used or cashed out while in acting status shall be paid at the employee's regular rate of pay.

It shall not be a violation of this Agreement, nor cause for disciplinary action, if an employee declines to accept a written delegation of authority. Employees shall be informed of the

expected length of a delegation of authority at the time it is offered.

An employee who promotes into the same job class at the same level for which they were previously acting, within one hundred and twenty (120) calendar days of ending acting status, shall be credited with one (1) month toward the probationary period for every accumulative month of acting in the higher range to a maximum of one half (1/2) the required probationary period.

For purposes of this section, “temporary upgrade” and “acting in a higher range” shall be understood as interchangeable terms.

13.10 Subfills

An employee who subfills a position within the bargaining unit for more than fifteen (15) days shall receive full credit for the time served, for promotional purposes, by submittal of a written report to be placed in the employee's personnel file. This provision does not apply to positions that are flexibly staffed.

13.11 Penalty Pay

If the employee does not receive the paycheck on payday or within twenty-four (24) hours of the close of business on payday, the employee shall be entitled to penalty pay of forty dollars (\$40.00) for every day thereafter that the check is late, provided the employee gives written notice to the Employer within three (3) business days.

If the employee does not receive their termination pay within three (3) working days of termination, the employee shall be entitled to penalty pay of forty dollars (\$40.00) for every day thereafter that the check is late, provided the Employer is notified within five (5) business days of termination pay being late.

Failure to provide notice to the Employer within the specified time period shall forfeit claim for penalty pay until such notice is given. In no case may penalty pay exceed four hundred dollars (\$400.00) for any single incidence of late pay.

Verified pay shortages shall be paid no later than fifteen (15) days after verification of a written complaint. However, verified pay shortages of one hundred dollars (\$100) or less shall be paid on the next regular bi-weekly warrant. If not paid as provided in this paragraph, the penalties set forth above shall apply.

13.12 Downward Movement

- A. Involuntary Demotion.** An appointing authority may demote an employee holding permanent status in the job class from which demoted only for just cause. The demoted employee will be furnished with a statement in writing, setting forth reasons for the demotion within fifteen (15) calendar days from the Director of the Division of Personnel and Labor Relations. An employee who is demoted for just cause shall enter the new range at the step occupied at the higher range.
- B. Voluntary Demotion.** An employee holding permanent status in a classification may request a voluntary demotion to a lower class in the same or a closely related class series. The employee shall retain permanent status in the lower class, with no change to their merit anniversary date or pay increment date. An employee who is granted a voluntary demotion shall be paid at the step in the range of the lower class that best reflects

creditable State service at or above the range demoted to.

- C. An employee who is appointed to a position in a lower job classification that is not the same, parallel, or closely related shall be paid at the step in the range of the lower class that best reflects the earned step based on creditable State service. The employee shall serve a new probationary period and shall have a new merit anniversary step established. An employee who is placed at a pay increment step shall have no change to their pay increment date.
- D. Time served at Step F or a pay increment of the higher range shall be counted as time served at Step F or a pay increment of the lower range.

13.13 Lateral Movement

- A. An employee appointed to a position in the same classification, at the same pay range, or a parallel class shall retain the step held prior to the transfer and the employee's merit anniversary or pay increment date and status shall remain unchanged.
- B. An employee appointed to a position in a different classification (which is not parallel) at the same pay range shall retain the step held prior to the transfer. The employee shall serve a new probationary period and shall establish a new merit anniversary date. If an employee is at a pay increment, there shall be no change to the pay increment date.

13.14 Dispatchers

- A. Employees of the Alaska Marine Highway System functioning as Dispatchers shall be compensated as follows for work performed by telephone outside of regular work hours. For calls received within four hours after completion of the regular work day, the time worked shall be recorded on the timesheet in fifteen (15) minute increments. For calls received later than four hours after completion of the regular work day, the time worked on the timesheet shall be recorded in thirty (30) minute increments.
- B. Bargaining Unit Members who are functioning as Dispatchers will be paid the equivalent of one step above the earned step on the applicable salary table. The earned step will not be moved forward due to the step adjustment; the merit anniversary or service step date, whichever is applicable, will not be affected.

13.15 Overpayments

Overpayments discovered after one (1) year from the date the overpayment was made shall be forgiven by the Employer provided the employee was not directly involved in the calculation or certification of the payroll resulting in the error and the overpayment was not the result of fraud, deception or the employee's negligence.

ARTICLE 14

Insurance

14.1 Employee Health Insurance Plan

The Employer shall provide a policy of group insurance, generally referred to as the Commissioner's Plan under AS 39.30.090, covering full time employees, their spouses, and eligible dependents.

The Employer shall seek to maintain a plan with prudent reserves and appropriate cost sharing. This Article shall in no way limit the Commissioner's authority under AS 39.30.095.

The amount of employer contributions and employee contributions shall be established by the Commissioner of Administration on an annual basis in accordance with AS 39.30.095B.

The Employer's health insurance shall be the amount of money, for all employees, that is necessary to fund comparable coverage under the "Select Benefits Economy Medical/Audio/RX and preventative Dental Plan," less a monthly employee contribution not to exceed 15% of the premium contribution for the employee only and employee plus family economy plans.

The eligibility of employees and their dependents for coverage and the precise benefits to be provided shall be as set forth in the insurance plan documents, consistent with AS 39.30.090. The Employer shall provide written notice to the CEA of changes to the level of health insurance benefits at least sixty (60) days prior to implementation.

The Employer's responsibility under this section is limited to the payment of necessary contributions required to purchase the insurance coverage. The Employer has no liability for the failure or refusal of the third party administrator to honor an employee's claim or to pay benefits and no such action on the part of the third party administrator shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances shall the Employer be responsible for paying any health insurance benefits directly to an employee. Disputes regarding individual claims shall be adjudicated solely through the procedures provided by the third party administrator, except that an allegation that the Employer has failed to pay the required premium may be subject to the grievance procedure set out at Section 12.02.

The Employer expressly waives its right to require the CEA to bargain collectively and the CEA expressly waives its right to require the Employer to bargain collectively over all matters relating to the provision of a group health insurance plan established pursuant to AS 39.30.090 and AS 39.30.095.

14.2 Employee Life Insurance

A. Employer Provided Life Insurance: The Employer will insure the life of every employee in the principle amount of ten thousand dollars (\$10,000).

B. Employee Purchased Life Insurance: The Employer will continue to make available an Optional Life Insurance Policy to each employee who is eligible for coverage under the Employer provided health insurance plan. The amount of the optional life insurance available for each employee to purchase will be an amount equal to the employee's annual base income rounded to the next highest thousand. The maximum amount available will be \$100,000.

14.3 Travel and Accidental Insurance

The Employer will insure the life of every employee against accidental death while the employee is traveling within the scope of his/her State employment in the amount of two hundred thousand dollars (\$200,000). The Employer will make a timely good faith attempt to alter the existing policy to allow for the payment of death benefits to a beneficiary (beneficiaries) at their option over a five (5) year period or a lump sum payment provided that such a change is at no

additional cost to the Employer.

14.4 Re-negotiation

If a state or national health insurance plan becomes law that requires participation by employees covered by this Agreement, or if health benefits come taxable during the term of this Agreement, the parties shall reenter negotiations within thirty (30) days.

One member designated by the Association shall participate on the Health Benefits Evaluation Committee.

14.5 Health Trust

During the term of this agreement CEA may explore providing an employee directed health insurance plan through development of a health insurance trust, participation in a health care coalition, or other appropriate delivery mechanism. Once CEA has completed its review and analysis, the State may conduct its own review and analysis to determine the potential impact on Alaska Care. After the State's review, the parties will meet and confer within 120 days.

14.6 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 (HCA). As a participating employer of the HCA, the State will retain autonomy over the plan in consultation with Health Benefits Evaluation Committee on terms of the plan design features, such as the amount of the annual deductible, required copayment for prescription drugs, and employer coinsurance.

At the request of either party, this article will be reopened for negotiations in the event the State becomes a participating employer during the term of this Agreement in a health plan or plans offered through the creation of an HCA.

14.7 Plan Access in the Workplace

If available, bargaining unit members may have reasonable use of State equipment to access, utilize, and review the health benefits plan at their work site.

ARTICLE 15 Travel and Per Diem

Travel, moving, per diem, and meal allowances shall be paid in accordance with the provisions of the Administrative Manual, in effect at the time of travel, including provisions for payment of actual expenses, as appropriate in all communities.

If an employee chooses to work in a State office, with prior supervisory approval, while on personal travel, the employee's duty station shall remain unchanged and they will not be entitled to travel provisions under this Article. Under this provision, the employee will not be required to use leave while performing the duties of their position.

ARTICLE 16

Personnel Files

16.1 Employee Access

Employees shall have access to their personnel file or files. Before any notation is placed in the personnel file, the employee shall be given a copy. Secret files shall not be kept on any employee.

16.2 File Review Procedure

The employee, either individually or accompanied by a CEA representative, may request in writing that particular disciplinary documents concerning a warning or reprimand be removed from the employee's personnel file. Such a request shall be made to the employee's division director and shall include a rationale for the removal. The director may grant or deny the request, and such decision shall not be subject to further review, notwithstanding the provisions of Section 12.02 (grievance procedure). If the request is denied the director shall provide the employee with a written explanation of the reason for denial.

Documents removed pursuant to this procedure shall be forwarded by the employee's supervisor to the Director of the Division of Personnel ~~and Labor Relations~~. The parties agree that such documents may be maintained as part of the Division of Personnel's ~~Labor Relations~~ files, provided that such documents shall not be forwarded to potential employers within or outside State government.

An employee may invoke this procedure only once per calendar year.

ARTICLE 17

Unit Responsibilities and Disciplinary Actions

A. In cases of discharge, suspension or demotion for just cause the Employer agrees to notify the employee and President of CEA or designee in writing concurrent with commencement of the action.

B. No employee shall disclose any confidential information pertaining to the Employer's business. Proven violation of this section shall be deemed sufficient cause for appropriate disciplinary action.

C. CEA and the Employer agree that sexual harassment by or against an employee covered by this Agreement shall not be condoned and may result in disciplinary action.

D. CEA and the Employer agree that with the exception of instances of egregious misconduct, including but not limited to chemical or alcohol intoxication, being under the influence of alcohol or drugs while on the job, disobedience, dishonesty, physical misconduct, abusive or lewd behavior, theft or fraud with a nexus to the workplace, the unauthorized possession, viewing or accessing of pornography or lewd materials at work or on State equipment, or abandonment of duties, all permanent employees shall be given two (2) weeks' notice or two (2) weeks' pay prior to discharge.

E. Employee behavior shall conform to that specified in the Executive Ethics Act, AS 39.52.

F. Employees recognize that the need for security of privileged information pertaining to contract negotiations or confidential information under AS 39.25.080 is a requirement for acceptable fulfillment of the employees' duties and responsibilities.

ARTICLE 18

Performance Evaluations and Probationary Periods

18.1 Frequency of Evaluation

A. An employee holding probationary status shall receive a written performance evaluation halfway through, and at the completion of, the probationary period.

B. An employee holding permanent status shall receive annually a written performance evaluation. ~~The Employer may transition to scheduling the completion of a~~ Annual performance evaluations are scheduled to be launched on the same date ~~for of~~ all employees within an agency, or subagency, rather than by merit/pay increment anniversary dates. ~~In such an event, the requirements that evaluations be on merit/pay anniversary dates will no longer apply, however, the requirements for probationary employees shall remain intact.~~

C. The purpose of the evaluation is to improve communication between the supervisor and employee, improve motivation and develop employee skills. The evaluation shall outline performance standards for the next rating period and a plan for meeting performance goals including training needs for that period.

D. In the event a performance evaluation has not been completed within six (6) months from the evaluation due date, a complaint may be filed with the first level supervisor outside the bargaining unit.

18.2 Review of Evaluations

A. Documentation used to develop an evaluation will be retained until the evaluation has been formally accepted and all complaint process deadlines have expired. At that time, the supervisor shall remove such documentation from an employee's supervisory file.

B. All performance evaluations shall be reviewed with the employee by the rater. An employee who is dissatisfied with a performance evaluation may make a written rebuttal within ten (10) working days of its presentation to the employee for signature. The written rebuttal shall be attached to the evaluation prior to finalization and become a part of the employee's personnel file.

18.3 Merit Increases or Pay Increments

A. Merit increases and pay increments may be granted or withheld based upon the appointing authority's evaluation of an employee's performance.

B. A merit increase of one step in the salary range shall be given to an employee whose performance is considered "acceptable" or better and of progressively greater value to the state based on the employee's most recent performance evaluation.

C. If an employee receives an overall performance evaluation of "Outstanding," a merit increase of two steps in the range may be given on the merit anniversary date at the discretion

of the appointing authority. No merit increase may place an employee at a higher salary level than the top merit step of the employee's assigned salary range.

D. A merit increase or pay increment may be withheld if the employee has received an overall performance rating of "Low Acceptable" or "Unacceptable". An appointing authority may grant a merit increase when one has been withheld once the employee demonstrates improved performance resulting in a new evaluation with an overall performance rating of "Acceptable" or better. Such an increase is effective the first day of the pay period after the employee's performance evaluation documenting the improved performance is signed by the appointing authority.

18.4 Performance Evaluation Disputes

An employee who is dissatisfied with a written performance evaluation which does not involve the denial of a performance incentive may obtain review of that evaluation through the following procedure, which shall be the sole and exclusive remedy for such disputes.

A. An Overall Rating of Mid Acceptable or Higher: An employee who is dissatisfied with a written performance evaluation that includes an overall rating of mid acceptable or higher may attach a written rebuttal to his or her performance evaluation prior to finalization of the evaluation.

B. An Overall Rating of Low Acceptable or Lower, or A Specific Rating of Unacceptable: An employee who receives an overall rating of low acceptable or lower, or a specific rating of unacceptable, may obtain review of that evaluation, or the specific area rated unacceptable, through the following procedure:

Level One: Within thirty (30) days after receipt of a copy of the finalized evaluation, the employee must submit through the CEA a written request to the Director of the Division of Personnel~~and Labor Relations~~, Department of Administration, asking that the Director investigate allegations that the evaluation includes factual inaccuracies, or that in the preparation of the evaluation management has been arbitrary or capricious, or has been motivated by discrimination or bias.

The written request must state specifically the allegations to be investigated and, to the degree that information in support of those allegations is known, identify the facts surrounding the controversy. The list of allegations to be investigated shall not be expanded after the initial submission to the Employer except by written mutual agreement of the parties.

Upon receipt of a written request, the Director shall transmit a copy of the request to the employee's director or section manager if the employee works in the Division of Personnel~~and Labor Relations~~. The division director or section manager shall have thirty (30) 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 CEA.

Level Two: In the event the dispute is not resolved by the recommendations to the Director of the Division of Personnel~~and Labor Relations~~, the employee through the CEA shall submit a written request for informal hearing to the Director of the Division of Personnel~~and Labor Relations~~ within ten (10) 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) days of the request and in no case later than sixty (60) days. If feasible, hearings shall be conducted by an individual outside the employing department and bargaining unit, mutually acceptable to both parties. 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.

18.5 Performance Incentive Appeals

In instances in which an employee has not been awarded a performance incentive, the following shall be the sole and exclusive method for resolution:

Level One: The employee must appeal within fifteen (15) working days after receipt of a copy of the finalized evaluation that fails to grant a performance incentive. The appeal must be made in writing through CEA to the Director of the Division of Personnel ~~and Labor Relations~~ setting forth the reasons the employee disagrees with the Employer's action. The Director shall respond in writing within fifteen (15) working days after receipt of the appeal.

The Director shall review the appeal in conjunction with the subject performance evaluation and any rebuttal thereto, pertinent related performance documents and statements, the employee's job description and class specification.

The Director shall respond to the appeal in writing within twenty (20) working days after receipt of the appeal. If the Director grants the appeal, CEA and the employing department or agency shall be notified concurrently, together with the rationale for the Director's determination.

Level Two: In the event that the Director does not grant the appeal, the Union may advance the appeal to the neutral third (3rd) party selected in accordance with the procedures below by submitting a written request to the Director of the Personnel ~~and Labor Relations~~ within ten (10) working days after receipt of the denial at Level One. The request may include additional argument in support of CEA's position, to which the Director may make a written response; neither party shall submit new evidence in conjunction with these written statements. The Director of the Division of Personnel ~~and Labor Relations~~ shall forward copies of the Level One appeal and response to the neutral third (3rd) party within ten (10) working days of receipt of CEA's request. The submission shall include all documents and written arguments reviewed by the Director at Level One. Any dispute concerning the admissibility or relevance of performance related documents shall be resolved by the neutral third (3rd) party at such time as the appeal is forwarded for final decision.

The neutral third (3rd) party shall render a written decision and rationale within thirty (30) days after receipt of the appeal. The decision shall be binding and non-reviewable. Costs associated with the neutral third (3rd) party shall be borne equally by the parties.

Selection of a Neutral: The Employer and the Union shall jointly select the neutral third (3rd) party. In the event that agreement has not been reached within thirty (30) days after signing of the Agreement, the neutral shall be selected by alternately striking names from the list of arbitrators provided for in Article 12 until one (1) name remains and that individual shall be appointed.

18.6 Probationary Periods

The probationary period shall be regarded as a part of the examination process that shall be ~~used~~ ~~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.

An employee who has satisfied the requirements for completion of the probationary period except for duration may, with the prior written approval of the division director, be granted permanent status on the first day following completion of the probationary period.

B. An employee who has completed one-half (1/2) of the prescribed probationary period and, at the determination of their supervisor, has learned the full scope of the position's duties may be granted permanent status effective to the date of determination.

C. If the Employer determines that an employee will not successfully complete their probationary period they may after written mutual agreement with the employee, extend the probationary period for a period not to exceed three (3) months. For purposes of this section, "written mutual agreement" shall be satisfied by a letter of agreement or a standardized form prepared by the Department of Administration and approved by CEA.

D. An employee who is promoted prior to the completion of a probationary period to a higher level position in the same class series shall be granted probationary credit for actual time worked in the lower job class. Upon successful completion of probation in the higher job class the employees shall be considered as also completing probation in the lower level job class. If such an employee is notified of failure to complete the probationary period in the higher job class, the employee shall be returned to a vacant position in the class which the employee left.

E.

1. Upon promotion, an employee shall serve a new probationary period.
2. Upon rehire or upon appointment to a position at the same or lower salary range which is in a different class series and is not parallel, the employee shall serve a new probationary period and shall have a new anniversary date established. An employee who is placed at a pay increment step shall have no change to their pay increment date.

F.

1. Voluntary Movement. Employees with permanent status in a job class may accept an appointment to a position in another class. If such an employee is notified of failure to complete the new probationary period, the employee shall be returned to a vacant position in the class in which the employee holds permanent status and which the Employer decides to fill, with no right of appeal of the action.

Upon placement to the former job class, the employee shall retain permanent status and shall have their merit anniversary date or pay increment date forwarded for every full month spent in the former position.

2. Reclassification to Another Job Class. If an employee who is reclassified and was subsequently placed in probationary status fails to satisfactorily complete their probationary period, the employee shall be returned to a vacant position in the class in which the employee holds permanent status and which the Employer decides to fill, with no right of appeal of the action.

Upon placement to the former job class, the employee shall retain permanent status and shall have their merit anniversary date or pay increment date forwarded for every full month spent in the former position.

3. Returns. Such returns in F.1 and 2 above shall be accomplished as follows:
 - a. by placement in a vacant position in the employing agency;
 - b. if applicable, by placement in a vacant position in the immediately prior employing agency from which the employee moved specifically in order to accept the position in which the employee has failed to complete the probationary period;
 - c. if placement cannot be made in accordance with items a. or b. above, the employee shall be placed on layoff from the class and department in which permanent status is held.

G. Employees returning from layoff to the same job class or lower job class in the same class series shall not be subject to the probationary period except to complete any incomplete probationary period. The employee's merit anniversary date or pay increment shall likewise be credited, with all time spent in their prior step credited towards their step upon return from layoff.

18.7 Permanent Status

Permanent status in State service shall be attained with satisfactory completion of the initial probationary period. Permanent status in a job class shall be obtained on the day following the satisfactory completion of the probationary period unless an employee has been, in accordance with other provisions of this Agreement:

1. Separated;
2. Demoted during the probationary period;
3. Extended in the probationary period; or
4. Notified in writing by the appointing authority prior to the completion of the probationary period that the employee will not successfully complete the probationary period. In such cases, an employee may, at the discretion of the appointing authority, continue in the position not to exceed ten (10) working days past what would have been the end of the probationary period. Every effort shall be made to notify the employee that the

probationary period will not be successfully completed at least fourteen (14) calendar days prior to its expiration. Whatever the reason, failure to give fourteen (14) calendar days' notice does not mean that the employee gains permanent status.

An employee holding permanent status in a job class at the time of promotion shall, upon promotion, retain permanent status in State service and the job class in which permanent status is held, or in the job class in which the employee attains permanent status through service at a higher level in accordance with this contract, for the duration of the new probationary period.

ARTICLE 19

Training

- A.** The Employer agrees to give each employee a minimum of two (2) working days training each year if available, job-related, and financially feasible for the department. Information exchanges shall not be construed as training in interpreting this Article.
- B.** In addition the Employer may, upon written request, allow a leave of absence with pay to employees when such employees have been chosen by CEA to attend training classes, seminars, conferences, or University of Alaska classes which are job-related provided:
 - 1. Such leave does not exceed ten (10) working days per calendar year, unless permitted by CEA;
 - 2. Leave is requested in writing at least ten (10) days in advance;
 - 3. Requests for such leave shall be made by the President of CEA; and
 - 4. The cost of attending the training sessions, seminars or conferences shall be borne solely by CEA or the employee.
 - 5. Requests for leave without pay for educational pursuits may be granted in accordance with the provisions of Article 8.
 - 6. Such leave shall not be unreasonably withheld.
- C.** CEA Training Committee: This Committee will have an annual budget of \$20,000 to provide training to Bargaining Unit Members, subject to legislative funding. Such training will be recommended by the Committee and is subject to approval by the Commissioner of Administration. Funds are intended to be used to provide training in-state and will not be used for out-of-state travel. The Training Committee may be comprised of up to three representatives from each party and subject to the provisions of Labor-Management Committees as defined elsewhere in this Agreement.

ARTICLE 20

Recruitment and Appointments

Except as specifically provided in this Article, all recruitment, examination, and appointment to positions in the Confidential Unit shall be made in accordance with the Personnel Rules in effect at the time of the recruitment, examination or appointment. Any substantive change to the Personnel Rules shall be reviewed by the Labor Management Committee established at Article 11 prior to submission to the Personnel Board.

Except as otherwise provided, Workplace Alaska shall be the sole recruitment process through which applicants apply ~~used~~ for all positions within the confidential bargaining unit for the

duration of the parties' collective bargaining agreement. Any substantive change to Workplace Alaska shall be reviewed by the Labor Management Committee established at Article 11 prior to implementation.

20.1 Merit Principles

Standards for hiring and promoting shall be based on specific, objective qualifications, so that persons best qualified to perform the functions of the State will be employed and that an effective career services will be encouraged, developed, and maintained.

20.2 Applicant Pools

The group of applicants generated through Workplace Alaska or other recruitment ~~devices-~~
~~methods or platforms~~ shall be known as the applicant pool. Applicant pools used to fill vacancies in the Confidential Unit, including final ratings, shall be open for inspection by a CEA representative. Confidentiality of information regarding non-bargaining unit members shall be respected and not open for inspection.

20.3 Appointments

A. When the Employer is filling a vacancy in the bargaining unit:

1. The position shall be offered first to employees within the bargaining unit on the layoff list as provided in accordance with Article 21.
2. If none of the employees on the layoff list are available, an opportunity to interview shall then be given to laid off employees within the bargaining unit, for job classes for which the employee meets the minimum qualifications and for which they apply. If the laid off employee is not chosen for the position, the hiring manager shall provide a verbal explanation, to each applicant in layoff status who requests one, stating why they were not selected.
3. If no one is selected per 1 or 2 above, the position shall then be filled by promotion or hire of a qualified candidate from one of the following groups:
 - a. Employees within the bargaining unit who are available and interested, having applied for the opening in which they meet the minimum qualifications.
 - b. Candidates in the open-competitive or State employee pool.
 - c. Transfer and/or rehire candidates.
 - d. Candidates available through the Employer's expanded certification procedures.
 - e. Positions at Range 8 and below may be filled through Workplace Alaska, or other recruitment systems or by referral from the State Department of Labor and Workforce Development's employment service or the State's Welfare to Work or successor program, or other employment referral services.

B. Interviews and Selection

First consideration and an opportunity to interview shall be given to those employees in the bargaining unit who apply for the vacancy and have advised the Employer that they meet the minimum qualifications for the opening and who are available and interested in appointment.

If the appointing authority determines an employee does not meet the minimum qualifications for an opening, the appointing authority shall contact the employee to discuss the specific reasons for non-qualification. The employee shall have three (3) days from receipt of notice from the appointing authority to provide additional information regarding their qualifications.

The above provisions apply only to appointments to vacancies in this bargaining unit.

An applicant pool shall expire 90 days following the date of the recruitment closure. An applicant pool may be extended by mutual agreement of the parties.

20.4 Rehire

An individual, who separated from a job class in good standing while holding a permanent or probationary appointment, may be appointed with or without application or examination of other applicants to the same class, provided such reappointment takes place within three (3) years, from the individual's date of separation from the job class. Upon advance approval of the Director of the Division of Personnel, such reappointment may be in a lower class in the same class series, a successor class, or in a parallel class.

20.5 Transfer

An employee shall be eligible for transfer, with or without application or examination of other applicants, within the same or a successor job class, or parallel job class, at the same pay range.

20.6 Reclassification

- A. When a filled position is reclassified to a higher range and the incumbent is already performing the duties of the new classification, they shall maintain their status, step, and merit anniversary day or pay increment date.
- B. When a filled position is reclassified to a higher range and the duties of the new classification are not already being performed by the incumbent, they shall serve a new probationary period and the employee's merit anniversary date shall match the date of hire to the new classification. If the incumbent is in a pay increment, their pay increment date shall not change.
- C. If the incumbent of the reclassified position is not certified to the position, the provisions of Article 21 shall apply.
- D. A layoff candidate who declines appointment to the position shall continue to retain full layoff rights in accordance with Article 21.

20.7 Notification of Vacancies

The Employer shall establish and maintain an electronic mail system to notify employees of job postings on Workplace Alaska. All bargaining unit members, including those in layoff status, may subscribe to the notification system.

20.8 Reassignments

Prior to reassignment to another program or service center, the affected employee and supervisor shall meet and confer. The supervisor shall take into consideration the employee's preferences. If reassignment occurs in accordance with this section outside of the employee's geographical location and the employee's spouse is also a CEA employee, the employee's spouse shall be granted out of order layoff rights pursuant to Article 21.

ARTICLE 21

Layoff

21.1 General Provisions

A. If it becomes necessary to reduce the number of employees in the bargaining unit due to lack of funds, work, or other conditions beyond the control of the employees, the Employer shall advise CEA of the impending layoff as soon as possible, preferably one month before the effective date of layoff, thereby enabling CEA to suggest alternatives to layoff. The Employer shall meet and confer regarding CEA's suggestions.

B. No permanent or probationary employee in the bargaining unit shall be laid off while there are emergency, nonpermanent, provisional, or intern employees serving for periods longer than 30 calendar days in the same agency in the same job class or in other job classes performing work to which the permanent or probationary employee could reasonably be assigned, including consideration of the minimum qualification for the class and providing that the permanent or probationary employee has designated conditions for recall consistent with the needs of the agency.

C. No emergency, nonpermanent, provisional, or intern position may be established or filled performing the bargaining unit work until all qualified bargaining unit members on layoff have been offered the opportunity to perform the work. Positions shall be offered first to employees in layoff in the following order:

1. from the job class and organizational unit,
2. from the department,
3. from other departments.

If a laid off employee accepts or declines an appointment to an emergency or nonpermanent position in accord with this section, their layoff rights shall not be impacted.

D. The State may propose to reduce the number of hours an employee works as an alternative to layoff. The State will notify, meet with and negotiate with the Union.

21.2 Order of Layoff

A. Organizational units for the purpose of layoff for positions in this bargaining unit shall be the following:

1. Division
2. Location
3. Job Classification
4. Position Status

In the event of the consolidation of two or more organizational units, all positions shall be combined into a single pool prior to determining the order of layoff.

B. In instances where computation of layoff seniority and the establishment of a layoff order are required, the Director of the Division of Personnel shall certify a list to the appointing authority with a copy to CEA. Confidentiality of information shall be respected.

C. Layoff seniority shall be computed based upon the employee's length of probationary and permanent time in the classified service.

D. Employees shall be listed in ascending order of layoff seniority.

1. Those employees entitled to super seniority under the terms of this Agreement shall head the seniority list and shall be the last to be laid off in the organizational unit.
2. Ties: if two or more employees have identical layoff points, the order of the layoff will be determined by the following:
 - a. Veterans' Preferences per AS 39.25.150(19): a veteran will be given preference for the position over a non-veteran.
 - b. The employee who has the least months, or parts thereof, of permanent/probationary State service will be laid off first.
 - c. In any case that cannot be determined by the application of a. and b. above, it will be at the Employer's discretion to determine which of the two (2) or more employees to lay off.

21.3 Notification

In every case of the layoff of a permanent employee, the appointing authority shall make every effort to give written notice to the employee at least 30 calendar days in advance of the effective date of the layoff. The appointing authority shall give permanent and probationary employees at least two weeks written notice.

21.4 Rights of Laid-Off Employees

A. A laid-off employee shall be placed on the layoff list for certification. When a certification is requested, the one (1) employee highest on the layoff list for that organizational unit in that job class or a successor job class shall be certified for the vacancy.

B. If no organizational unit layoff list exists, the Employer shall select from among the laid off employees from other organizational units within the department in the same job class or a successor job class.

C. If no departmental layoff list exists, the Employer shall select from among the laid off employees from other departments in the same job class or a successor job class.

D. A laid off employee shall be considered a member of the bargaining unit. A laid off employee may decline to interview or decline to accept a position without loss of layoff rights.

E. Return from layoff anytime in the three (3) year period restores the employee's medical leave bank balance.

F. The Employer shall provide an additional thirty (30) calendar days of group health insurance upon the expiration of regular plan coverage.

G. A laid-off employee may pay for the State's health insurance coverage for a period of three (3) years while not employed by the State.

H. A laid-off employee may subscribe to the electronic mail notification system established at Section 20.07.

21.5 Termination of Recall Rights

An employee's rights to be recalled from layoff shall terminate when any of the following occur:

1. the employee resigns from State service;
2. the employee is appointed to a position at the same or higher salary or wage range than the position from which laid off. In the event the employee fails to successfully complete the probationary period in the job class to which they are appointed in a higher range, the employee shall have the remainder of their layoff rights returned. In no way shall this reinstatement extend the employee's layoff rights beyond three (3) years from the date they were laid off;
3. the employee has been in layoff status for three years.

21.6 Contracting Out

~~**A.** Feasibility Study. Decisions to contract out work shall be made only after the affected agency has conducted a formal feasibility study determining the potential costs and other benefits that would result from contracting out the work in question.~~

~~The Employer shall provide CEA with no less than thirty (30) calendar day's notice that it intends to issue bids to contract out bargaining unit work where the decision would result in displacement of bargaining unit members. During this thirty (30) day period, the Employer shall not release any bids and CEA shall have the opportunity to submit an alternate plan that shall be given fair consideration. The notification by the Employer to CEA of the results of the feasibility study shall include all pertinent 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.~~

~~Nothing in this Article shall prevent the Employer from continually analyzing its operation for the purpose of identifying cost-saving opportunities and improved service. No employees shall be laid off and their work contracted out without meeting this provision.~~

A. The Employer has the right at all times to analyze its operation for the purpose of identifying cost-saving opportunities and improved service.

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 cannot agree, a feasibility study shall be conducted. In the event the decision is based in part, or as a whole, on cost savings, the decisions to contract out shall be made only after the affected agency has conducted a written feasibility study determining the potential costs and benefits that would result from contracting out the work in question.

C. The Employer shall notify the Union of its final decision regarding contracting out.

1. If the Employer decides to contract out and such contracting out will result in the direct 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 CEA 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.
2. The Union may then submit an alternate plan that is to include potential costs and benefits. During this thirty (30) day calendar period the Employer shall not release any bids and CEA shall have the opportunity to submit an alternate plan that will be given fair consideration by the Employer. During this thirty (30) calendar day period, the Union shall have the opportunity to discuss the placement of affected employees.

D. No employees shall be laid off and their work contracted out without meeting provision 21.6.B above.

E. The provisions of this section do not apply in the event the work of all positions supervised by an employee, as identified in the employee's position description, is contracted out.

B.F. Placement of Employees. If the Employer makes a decision to contract out work that shall result in the displacement of an employee, it shall make every effort to place employees elsewhere in State government in the following order of priority: within the division, within the department, or within State service generally. In the event an employee must be displaced as a result of contracting out, such displacement shall be made in accordance with Article 21.

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

ARTICLE 22

Legal Trust

- A.** In addition to the wages paid under Article 13, the Employer agrees to pay the Confidential Employees Association, APEA/AFT Legal Trust Fund (hereinafter the Fund) \$12.00 per month per employees (excluding non-permanent employees) in pay status in the month for which the contribution is made.
- B.** The Employer shall remit the amount due for the previous month to the Fund by the tenth (10th) of each month.
- C.** The Fund shall be sponsored and administered by APEA/AFT and the Employer shall have no voice in the amount or type of service provided by this plan, however, services must be equally available to bargaining unit members, regardless of union membership status. Services provided by the Fund shall not be used in actions involving or in a position adverse to the State of Alaska. The Fund shall attempt to obtain the maximum service possible for the bargaining unit members.
- D.** This Article confers only the right to demand and enforce payment of the required contributions. Failure by the State to remit the required contributions does entitle the Association, its members, or any other person to file a grievance or other cause of action for harm or damages which might result from failure to remit. The provision or retention of legal assistance under the Article is the sole and exclusive responsibility of the Association and/or the member. Unless such actions are taken to demand and enforce payment by the State of the required contributions the Association agrees to defend, indemnify, and hold harmless the State against any and all legal actions, orders, judgments, or other decisions rendered in any preceding as a result of the implementation of this Article.

ARTICLE 23

Superseding Effect of this Agreement

If there is any conflict between the terms of this Agreement and any personnel memoranda or personnel rules, the terms of this Agreement shall supersede those memoranda or rules in their application to the bargaining unit.

ARTICLE 24

Savings Clause

- A.** Should any part of this Agreement be rendered or declared invalid by reason of any subsequently enacted legislation or by decree of a court of competent jurisdiction, the invalidation of a part or portion of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect.
- B.** The parties agree to confer immediately for the limited purpose of arriving at a mutually satisfactory supplement to this Agreement covering terms and conditions of employment not specifically covered by this Agreement caused by changes in laws, statutes, personnel rules, executive orders or other conditions. The Employer and CEA agree to designate

representatives having authority to negotiate for their respective interests.

ARTICLE 25

Conclusion of Collective Bargaining

~~It is agreed that this Agreement shall be construed according to its written provisions, without regard to any discussions or negotiations, written or oral, which the parties have had leading to or resulting in the execution and delivery of this Agreement or any amendments to it, and that nothing which is not a written and executed portion of this Agreement shall be referred to in connection with its construction.~~

~~This Agreement is the entire Agreement between the Employer and CEA. The parties acknowledge that they have fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior agreements and understandings and concludes all collective bargaining for the duration of this Agreement.~~

~~However, nothing contained herein shall be interpreted as precluding the right of the parties by mutual agreement to negotiate on matters that develop after entering into this Agreement.~~

~~Any additions, deletions, or changes that are negotiated during the life of this Agreement shall be in the form of an addendum or memorandum of understanding and shall become a part of this Agreement.~~

This Agreement is the entire Agreement between the Employer and CEA. The parties acknowledge that they have fully bargaining with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior agreements and understandings and concludes all collective bargaining for the duration of this Agreement.

Prior to enacting any change in the terms and conditions of employment, as established by a specific provision of this Agreement, the Attorney General of the Department of Law will obtain the approval of CEA in the form of a Letter of Agreement.

Prior to enacting any change in any mandatory subject of bargaining which is not established by a specific provision of this Agreement, nor a subject of a written negotiations proposal, CEA will be notified in advance of the proposed change thereby enabling them to negotiate on that change.

In addition, prior to implementing any change in the Personnel Rules, the Commissioner of the Department of Administration will allow CEA a reasonable time to make a statement of its views and suggestions concerning the desirability of the proposed changes.

ARTICLE 26

Publication of this Agreement

The parties agree that a CEA representative and a person appointed by the Employer shall meet and mutually agree on the format, size and specifications of the Agreement. The Employer shall make a finalized copy available to the public on the ~~State's official Labor-Relations~~ website. CEA shall be responsible for the distribution of copies to its membership and such copies may be distributed during work hours.

ARTICLE 27

Implementation of this Agreement

A. Submission of Legislation

The Employer agrees to submit legislation that may be necessary to implement the monetary terms of this Agreement at the earliest possible date pursuant to statute.

B. Reentering Negotiations

If the legislation submitted pursuant to this article is not passed by the end of the legislative session in which it is submitted, or if such legislation is rejected, the parties agree to reopen negotiations within ten (10) business days. Failure to reach an agreement within ten (10) business days of reopening negotiations may constitute impasse in accordance with statute and the “No Strike-No Lockout” provisions will become null and void.

ARTICLE 28
Term of the Agreement

This Agreement shall become effective July 1, 202~~52~~ and shall remain in effect until June 30, 202~~85~~. Either party may give notice no later than the end of December 202~~74~~, of its desire to negotiate a successor agreement. Negotiations shall commence no later than February 1, 202~~85~~.

State of Alaska

Date: _____

~~Kate Sheehan~~

Confidential Employee Association

Date: _____

~~Stephen Courtright, APEA~~

Date: _____

~~Danelle Beck, President~~

Date: _____

~~Angel Collins~~

Date: _____

~~Kasey Catalioto~~

Date: _____

~~Paul Affatato~~

APPENDIX A GEOGRAPHIC DIFFERENTIALS

The following pay differentials are approved as an amendment to the basic pay plan provided for in Article 13.

Duty Station	Current Percentage above Basic Pay Plan	Percentage Above Basic Pay Plan for Fiscal Year 23
Anchor Point	0%	0%
Anchorage	0%	0%
Anchorage Intl. Airport	0%	0%
Aniak	50%	50%
Anvik	50%	50%
Auke Bay	5%	5%
Bethel	50%	50%
Camp Carroll	0%	0%
Cantwell	0%	0%
Chena River	3%	3%
Chignik	50%	50%
Chitina	0%	0%
Cold Bay	50%	50%
Cordova	11%	11%
Craig	0%	0%
Deadhorse	50%	50%
Delta Junction	0%	0%
Denali	0%	0%
Dillingham	37%	37%
Douglas	5%	5%
Dutch Harbor	60%	60%
Eagle	0%	0%
Eagle River	0%	0%
Eielson AFB	3%	3%
Elfin Cove	0%	0%
Elmendorf AFB	0%	0%
Emmonak	50%	50%

Fairbanks	3%	3%
Finger Lake	0%	0%
Fort Richardson	0%	0%
Fort Wainwright	3%	3%
Fort Yukon	37%	37%
Galena	37%	37%
Girdwood	0%	0%
Glennallen	0%	0%
Gustavus	0%	0%
Haines	0%	0%
Harding Lake	3%	3%
Homer	0%	0%
Hoonah	0%	0%
Juneau	5%	5%
Kenai	0%	0%
Ketchikan	0%	0%
King Cove	50%	50%
King Salmon	50%	50%
Klawock	0%	0%
Kodiak	11%	11%
Kotzebue	60%	60%
Kulis ANG Base	0%	0%
Mackenzie Point	0%	0%
Matanuska	0%	0%
McGrath	37%	37%
Mount Edgecumbe	5%	5%
Nancy	0%	0%
Nenana	0%	0%
Ninilchik	0%	0%
Nome	37%	37%
Palmer	0%	0%
Pelican	0%	0%
Petersburg	0%	0%
Port Moller	50%	50%
Saint Marys	50%	50%

Sand Point	50%	50%
Seward	0%	0%
Sitka	5%	5%
Skagway	0%	0%
Soldotna	0%	0%
Sterling	0%	0%
Sutton	0%	0%
Talkeetna	0%	0%
Tazlina	0%	0%
Tenakee Springs	0%	0%
Tok	0%	0%
Unalakleet	50%	50%
Unalaska	60%	60%
Utqiagvik (prev Barrow)	50%	50%
Valdez	11%	11%
Wasilla	0%	0%
Whittier	0%	0%
Willow	0%	0%
Wrangell	0%	0%
Yakutat	0%	0%

APPENDIX B

MASTER ALTERNATE WORKWEEK

It is agreed and understood between the parties that the following terms and conditions of employment shall apply to those employees who obtain approval for assignment to an alternative workweek schedule option. All provisions of the collective bargaining agreement shall remain in full force and effect except as modified herein.

The following terms and conditions apply to all alternative workweek schedules described below:

1. Management reserves the right to make final determinations concerning individual scheduling; the employee's wishes shall be considered before final determination is made.
2. Employees shall be assigned staggered work hours and days in order to ensure coverage of the Monday through Friday, 8:00 a.m. to 5:00 p.m. open office hours.
3. Individual work schedules established as a result of this Agreement may be changed only with written prior approval of the Supervisor.
4. Overtime shall apply to overtime eligible employees for hours worked in excess of forty (40) hours per workweek.
5. Leave shall be charged hour-for-hour based on the hours the employee was scheduled to work. Employees shall accrue Personal Leave at the regular rate.

The following terms and conditions describe the alternative work schedule options available.

Alternate Workweek Schedule #1

- A. Workdays shall consist of eight (8) days nine (9) hours each, plus one (1) day at eight (8) hours with the tenth day off, for a ten (10) day, eighty (80) hour work period.
- B. The established workweek will be specifically noted on the assignment form and shall end after forty (40) hours of scheduled time.
- C. If a holiday falls on the employee's scheduled day off, the day of observance shall be rescheduled to another day within the pay period. The day of observance shall be credited eight (8) hours. The difference between the hours the employee is scheduled to work and eight (8) hours shall, at the employee's request and business permitting:
 1. be added to/subtracted from other days within the workweek; or
 2. be taken as Personal Leave in order to maintain the established schedule.
- D. Employees may be assigned to a workweek of five (5) eight (8) hour days when travel assignment, staff training or other reasons require such scheduling.

Alternate Workweek Schedule #2

- A. The workweek shall normally consist of forty (40) hours within four (4) consecutive days. No single day may be scheduled to exceed ten (10) hours. Specific written schedules shall be established by the Supervisor in writing for each individual, with either a one (1) hour or one-half (0.5) hour lunch break.
- B. A designated holiday normally shall be observed on the calendar day on which it falls. It is agreed

that during a week in which a holiday falls, the workday on which the holiday is observed shall be scheduled as a eight (8) hour day and the remaining three (3) workdays shall be ten (10) hours each. At the employee's request and business permitting, the difference between the hours the employee is scheduled to work and eight (8) hours may:

1. be added to/subtracted from other days within the workweek; or
2. be taken as Personal Leave in order to maintain the established schedule.

The schedules can be found at: <http://doa.alaska.gov/dop/resources/hrforms/> CEA Alternate Work Week

Schedule 1:

<http://doa.alaska.gov/dop/fileadmin/LaborRelations/pdf/loa/CEAAlternateWorkweekSchedule1.pdf> CEA

Alternate Work Week Schedule 2:

<http://doa.alaska.gov/dop/fileadmin/LaborRelations/pdf/loa/CEAAlternateWorkweekSchedule2.pdf>

APPENDIX C
MASTER ALTERNATE WORK SCHEDULE FOR OVERTIME EXEMPT
EMPLOYEES

It is agreed and understood between the parties that the following terms and conditions of employment shall apply to those overtime-exempt employees for whom the alternate work schedule has been approved.

- A. Management reserves the right to make final determinations concerning individual scheduling;
- B. employee's preferences shall be considered before final determination is made.
- C. Scheduling shall ensure coverage of the office during regular business hours.
- D. Individual work schedules shall be established under this agreement with the approval of the supervisor. The parties recognize the need for flexibility to deal with workload demands.
- E. Holidays shall be credited at eight hours. Leave shall be charged on an hour- for-hour basis as needed to complete the required hours in the pay period.
- F. Employees shall account for the required minimum hours each pay period as hours worked, holiday pay, paid leave, or leave without pay.

The intent of this alternate work schedule is to allow authorized employees to have one additional day off each pay period while fulfilling the minimum required hours and accomplishing the mission of the agency; due to the work load and needs of the agency, the day off may vary from one pay period to the next.

The schedule can be found at: [http://doa.alaska.gov/dop/resources/hrforms/CEA Alternate Work Schedule for Overtime Exempt Employees:](http://doa.alaska.gov/dop/resources/hrforms/CEA%20Alternate%20Work%20Schedule%20for%20Overtime%20Exempt%20Employees.pdf)
[http://doa.alaska.gov/dop/fileadmin/LaborRelations/pdf/loa/CEAAlternateWorkScheduleOT Exempt.pdf](http://doa.alaska.gov/dop/fileadmin/LaborRelations/pdf/loa/CEAAlternateWorkScheduleOTExempt.pdf)