

# COLLECTIVE BARGAINING AGREEMENT

Between

The CONFIDENTIAL EMPLOYEES  
ASSOCIATION

and

The STATE OF ALASKA

July 1, 1999 – June 30, 2002





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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 2AAC10.220(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**

**1.01 - 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 8AAC97.990(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 will provide concurrent written notice to CEA when an unfilled position is removed from the bargaining unit.

**1.02 - Negotiations.** The Employer will 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 will be advised by the Employer to transmit their request to CEA.

**1.03 - 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. Short-term Nonpermanent Positions. Assignments of ninety (90) 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 ninetieth (90<sup>th</sup>) day of employment. The Employer and the APEA/AFT 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. Long-term Nonpermanent Positions. Assignments described as substitute, normal, program, and project nonpermanents 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 will 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. Long-term nonpermanents shall have access to the complaint procedure outlined in Section 12.04 as the sole means for resolving disputes or controversies with respect to nonpermanent employment.
- D. 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 broadbanded 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.
- E. Extensions to the time limits established in B. and C. above may be accomplished with the written concurrence of the CEA.
- F. It shall not be a violation of this agreement to employ 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. 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

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

**2.02 - 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, physical or mental disability, marital status, change in marital status, pregnancy, parenthood, political affiliation or belief.

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

**2.04 - Nondiscrimination.** The parties agree that they will not discriminate in any employment matter against any employee with regard to race, religion, color, national origin, age, sex, physical or mental disability, marital status, change in marital status, pregnancy, parenthood, 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.

## ARTICLE 3 CEA SECURITY

**3.01 - Membership.** Employees covered under this Agreement will 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.

**3.02 - Agency Shop.** All employees shall, as a condition of continued employment, either become a member of CEA and pay CEA dues or pay an agency fee to CEA in an amount certified by the CEA to be equal to the cost of collective bargaining representation for the life of this agreement. Payment of CEA dues or agency fees shall commence within thirty (30) days after the effective date of this Agreement or within thirty (30) days after the date of hire, whichever is later.

Employees shall be notified at the time of hire that an agency shop obligation exists under this Agreement. Employees shall contact the CEA on their own time.

Upon written request by the CEA, an employee who has been employed for more than thirty (30) days and who is not complying with the agency shop provisions of this Agreement shall be terminated by the Employer, provided that the following actions have occurred:

1. The CEA shall notify the employee of the amount of money that is in arrears. The notice shall inform the employee of impending discharge if the full amount owed is not paid to the CEA within thirty (30) days after receipt of the notification. A copy of the notification shall be mailed simultaneously to the Director of the Division of Personnel.
2. The CEA shall tender to the Director of the Division of Personnel a written request for termination of the employee for failure to comply with the agency shop provisions of the Agreement within the time period specified in 1, in that the employee has not paid the arrearage and has not documented that the money is not owed. A copy of the notification shall be mailed simultaneously to the employee.

The CEA shall defend, indemnify, and save the Employer harmless against any and all claims, demands, suits, grievances, or other liability (including attorneys' fees incurred by the Employer) that arise out of or by reason of actions taken by the Employer pursuant to this article, except those actions caused by the Employer's negligence.

**3.03 - Maintenance of Membership.** Each employee who, on the effective date of this Agreement, is a member of CEA or who thereafter becomes a member may continue such arrangement for the duration of this Agreement. However, such an employee may withdraw from CEA membership by giving CEA written notice of intention to withdraw. If a payroll deduction for CEA dues is affected, written notice of withdrawal shall also be given to the Employer. Such withdrawal shall remain effective until the employee voluntarily renews CEA membership. Employees who withdraw under this provision shall suffer no discrimination by CEA or the Employer. Withdrawal from CEA membership does not eliminate the agency shop obligations of Section 2.

**3.04 - Checkoff and Deductions.** Employees who desire to have dues or fees deducted from their pay and paid to CEA shall authorize such payroll deductions by executing checkoff on a form supplied by CEA. The President of CEA shall notify the Director of the Division of Personnel in writing of any change in the amount, frequency, or method of calculating authorized dues or 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.

**3.05 - Payroll Files.** CEA shall receive each pay period, without charge, a computer report via electronic files by use of diskette or other common media mutually agreeable to the parties which lists each bargaining unit member's name, social security 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 will 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.

**3.06 - 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 will be permitted in office areas and on the State's e-mail system.

**3.07 - Representatives.** CEA shall be allowed up to five (5) employee representatives in addition to the five (5) Executive Board members. The CEA shall inform the Director of the Division of Personnel in writing of the names of its employee representatives and board members.

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. Approval will not be unreasonably denied. All time spent in such activities during work hours shall be recorded on the employee's time sheet. 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.

**3.08 - Super Seniority.** For the purpose of layoff or transfer of positions in the bargaining unit, the five (5) CEA Executive Board members, the five (5) 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.

**3.09 - 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.

#### **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:

- A. recruit, examine, select, promote, transfer, and train employees of its choosing, and to determine the methods of such actions;
- B. develop and modify class specifications as well as assignment of the salary range for each classification, and allocate positions to those classifications;
- C. 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;
- D. reduce the work force due to lack of work, funding, or other cause consistent with efficient management;
- E. discipline, suspend, demote, or dismiss employees for just cause;
- F. 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 will be made to provide reserved parking spaces for employees who are handicapped with respect to walking capability. If spaces are available, they will 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 will not be modified or changed before consulting with CEA.

The Employer will 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 will notify CEA within five (5) days of the time the State becomes aware of the change. The parties will meet and confer regarding any significant change in the number and location of parking spaces provided for employees.

The State will make a good faith effort to make parking available to employees. The state will make a good faith effort to make designated parking facilities available to employees, wherever practicable.

#### **ARTICLE 6**

## LEGAL ASSISTANCE

If the Employer determines that an employee did not engage in conduct beyond the scope of the employee's authority or which constituted willful misconduct or gross negligence in the performance of the employee's duties, upon request, the Employer agrees to provide for the legal defense of the employee in any civil action brought against the employee as a result of the performance of the employee's duties.

The employee must request in writing that the Employer provide the legal defense services available under this Article within ten (10) working days of service of summons and complaint on the employee. The summons and complaint shall accompany the request. The postmark on the employee's request shall be accepted as the date of request by the Employer. Failure to submit a written request within the required ten (10) working days may relieve the Employer of any obligation under this Article.

The Employer shall have the right to determine which attorney shall represent the employee. If the employee objects to the attorney provided by the Employer, the employee may request the Employer to appoint another attorney. The employee may make only one (1) such request.

If the Employer determines that the employee did not engage in conduct beyond the scope of the employee's authority or which constituted willful misconduct or gross negligence, the Employer agrees to compensate the employee at the employee's normal rate of pay including per diem, without loss of any benefits or seniority to the employee. Upon a reasonable showing by the employee of need, an absence from work will be allowed to prepare the employee's case for negotiation or trial. The Employer also agrees to pay any judgment (including punitive damages) rendered against the employee if the Employer has provided legal services to the employee pursuant to this Article.

The Employer may undertake the defense of an employee pursuant to this Article with written reservation. If the Employer has provided legal services under reservation, the obligation to pay a judgment (including punitive damages) against the employee is not operative until final determination is made by the Employer of the employee's eligibility for legal services under this Article. If the Employer has undertaken the defense of an employee with reservation, and if a court of competent jurisdiction deems that the employee acted beyond the scope of the employee's authority or with willful misconduct or gross negligence, then the Employer has no liability whatsoever to the employee or any other person as a result of such determination. In such cases as this, the judgment (including punitive damages), costs and fees will be borne by the employee as in any other instance where the court determines that the employee acted beyond the scope of the employee's authority or with willful misconduct or gross negligence.

For purposes of this Article, Employer means State of Alaska or designated representative of the State or an agency of the State.

## ARTICLE 7 WORKING RULES

**7.01 - Workweek.** The normal workweek for overtime eligible employees shall consist of thirty-seven and one-half (37.5) 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. Hours worked in excess of thirty-seven and one-half (37.5) hours, but less than forty (40) hours shall be paid at the straight time rate.

Overtime exempt employees shall normally work thirty-seven and one-half (37.5) hours per week. The normal workweek shall consist of five (5), seven and one-half (7.5) hour days; however, with the mutual agreement of the employee and supervisor, the individual daily work schedule may be adjusted to meet the needs of the agency and the desires of the employee. Hours worked in excess of thirty-seven and one-half (37.5) hours are not compensable except as otherwise provided in this agreement.

**7.02 - 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.

**7.03 - 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. The decision to grant or deny compensatory time off is left to the sole discretion of management and shall be consistent with the Fair Labor Standards Act guidelines. An employee may accrue not more than 240 hours of compensatory time. Compensatory time off will normally be used during the pay period in which the overtime is worked. However, compensatory time not used between December 16 and December 15 of the following calendar year shall be cashed out to the employee at the employee's annualized hourly wage notwithstanding the initial request to have it accrue as compensatory time.

Compensatory time arrangements may be established by mutual agreement of the parties to compensate overtime ineligible employees for situations requiring inordinate amounts of work in excess of the normal workweek.

**7.04 - Lunch Periods.** 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.

**7.05 - Relief Breaks.** 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.

**7.06 - 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 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 date of the holiday (February 12) the personal leave account of probationary/permanent employees in pay status on that date shall be credited with one (1) additional day of personal leave.

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 all employees are directed to work on a day designated to be observed as a holiday, the employee's personal leave account shall be credited with an additional day of leave. For purposes of this section, observed means a day off work with pay.

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 which they are regularly scheduled to work and will receive compensation only for those hours for which they would have been regularly scheduled to work, not to exceed 7.5 hours.
- 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. By mutual agreement, bargaining unit members may elect to work on a holiday listed in A. above. In that event, the parties shall use the letter of agreement in appendix D and the bargaining unit member's personal leave account shall be credited with one day (7.5 hours) of personal leave.

**7.07 - 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 will be maintained and made available for reasonable inspection by appropriate CEA representatives with prior approval of the employee.

**7.08 - Continuous Hours of Work.** An employee required to work a double shift shall not be required to work in excess of fifteen (15) hours within one (1) twenty-four (24) hour period except in an emergency.

**7.09 - Termination Pay.** 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 five (5) working days.

**7.10 - Frequency of Payday.** Payday shall be the 15th and the last day of the month. If payday falls on a Saturday, Sunday or holiday, then the last working day before such Saturday, Sunday or holiday shall be the payday. Should the State desire to institute bi-weekly pay periods, the state and CEA shall immediately re-enter negotiations for the purposes of defining applicable pay procedures.

**7.11 - 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.

**7.12 - Alternate Workweeks.** It is recognized that from time to time it is desirable to have employees work a schedule other than that provided in Section 1. An alternate workweek may be authorized by written agreement between the Human Resources Manager and the CEA under the provisions of Letter of Agreement CEA 99-KK-01 (Appendix B), with a copy sent to the Labor Relations Section.

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

- A. The Employer shall retain final authority for scheduling hours of work.
- B. 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.
- C. When an affected employee is absent, leave will be charged for the number of scheduled work hours missed.
- D. No more than seven and one-half (7.5) hours of holiday pay will 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.
- E. Personal leave accrual rates shall remain unchanged.

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

**7.14 - Flexible Time Plan.** The parties recognize the normal workweek is 37.5 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 50 hours in a workweek will be eligible for flextime credits retroactive to 42.5 hours of work in the week.
2. Flextime credits will accrue in one-half (0.5) hour increments.
3. No flextime credits may be earned for travel time.
4. No more than 12 hours of work per day may be counted toward the 50.0 hour per work week threshold or toward flextime credits.
5. No more than one hundred fifty (150) hours of flextime credits may be earned within a leave year.
6. Flextime credits may not be used in advance of performance.
7. Employees will document on the time sheet 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 will not be unreasonably denied.
9. Flextime credits earned in one leave year must be used by January 31, of the following year. Unused flextime credits will be cancelled without payment if not used by the January 31, deadline. Upon separation from state service or the bargaining unit, accrued flextime credits will 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.
11. Flextime credits will be tracked and credited manually until the state implements an automated tracking system. The automated tracking system shall be in place no later than July 1, 2000.

**ARTICLE 8  
LEAVE**

**8.01 - Rate of Accrual.** All full-time employees holding permanent, probationary or provisional status shall accrue personal leave as follows:

<u>Years of Service</u>	<u>Hours Per Pay Period</u>
0 - 2	7.50
2 - 5	8.44
5 - 10	9.38
10 +	11.25

Personal leave accruals for partial months of service will be on a prorated basis. Employees who work less than full-time shall accrue personal leave on a prorated basis according to the above schedule and hours in pay status. Accrued leave shall be posted on a semimonthly pay period and shall be available for use when posted. In determining years of service for the purpose of computing personal leave, all permanent/probationary/provisional service with the Territory and State of Alaska is included.

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

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

**8.03 - 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 40 percent of that sick leave transferred to the employee's personal leave account and 60 percent of that sick leave transferred to a medical leave bank. Banked medical leave may only be taken in accord with this article.
- B. **Medical Leave Bank.** Such leave is to be used only in the event of illness or injury of the employee or the employee's immediate family, or other events authorized in this article. There will be no further additions to the medical leave bank.

The medical leave bank balance can be authorized for use only after the personal leave balance has been exhausted, except that any one (1) medical disability which prevents the employee from working, as certified by the attending health care provider, which exceeds seven (7) consecutive working days shall be charged as follows:

1. shall be charged to personal leave up to a maximum of seven (7) consecutive working days.
2. after exceeding the seven (7) consecutive days charged to personal leave, the additional leave shall be charged to the medical leave bank.
3. if the medical leave bank has been exhausted, the leave shall be charged to personal leave.

Such illnesses shall in all cases require a report from a health care provider recognized under the FMLA.

- C. Except as otherwise provided in this article, upon separation from state service, one-half 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.

**8.04 - 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 will be based on the supervisor's evaluation of the needs of the job. In an absence due to illness or injury, the supervisor may require a physician's certificate. Employees will 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 37.5 hours of personal leave must be used each full leave year (December 16 of one (1) calendar year through December 15 of the following calendar year). Approved leave without pay and Personal leave cashed-in pursuant to Section 8.07 of this article shall count toward the mandatory 37.5 hours usage. Part-time employees shall have the mandatory leave requirement prorated based upon the number of hours the employee is regularly scheduled to work.

If the employee fails to use the 37.5 hours in any full leave year, the employee shall be entitled to payment for the unused portion. This payment shall be at the employee's annualized hourly rate and shall be included in the first (1st) regular payroll following the close of the leave year. The period of time for which payment is made will be deducted from the employee's personal leave balance. It is understood that, should the employee fail to schedule the 37.5 hours leave, the Employer may direct that the employee take the personal leave at any time to satisfy the 37.5 hours requirement.

**8.05 - Separation.**

- A. Employees who separate from State service for any reason including layoff shall receive within seven (7) days a lump sum payment for accrued personal leave in accordance with statutory provisions in effect on the date of separation.
- B. Employees who go on personal leave and subsequently give notice of resignation, or who do not return to work, will be considered to have separated on the last day worked. No additional leave will 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. Upon separation from state service, the sick leave bank balance shall be automatically canceled without pay except 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.

**8.06 - Funeral Leave.** If a death occurs among members of an employee's immediate family, the employee will be excused from work and allowed to use up to 75 hours of leave to attend the funeral and make arrangements. The funeral leave time will be charged first to personal leave, then to the banked sick leave or, if no leave is available, to leave without pay. Additional days may be authorized under extenuating circumstances. Immediate family, for the purpose of funeral leave, shall mean husband, wife, child, father, mother, sister, brother, father-in-law and mother-in-law, grandparents, grandchildren, and stepchildren.

**8.07 - Leave Cash-In.** Employees having in excess of 37.5 hours of personal leave shall, upon request to the Employer, receive payment for accrued but unused personal leave. Under no circumstances may an employee receive a leave cash-in which would reduce the employee's leave balance below 37.5 hours. Payment will be made no later than one (1) pay period following the pay period in which the request is received.

**8.08 - CEA Leave Bank.** Upon written authorization, new employees in the bargaining unit shall have seven and one-half (7.5 hours) of personal leave assessed and transferred to the CEA Leave Bank 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 seven and one-half (7.5) hours may be made by any employee.

Each leave assessment and contribution will 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 will 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 will 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 will be made by the President of CEA addressed to the Director of the Division of Personnel. 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.

**8.09 - 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 subject to the following conditions:

- A. Each employee wishing to donate personal leave will fill out, date and sign a leave slip showing the amount of personal leave he or she wishes to donate in increments of not less than four (4) hours.
- B. Each leave slip will have written or typed along the bottom, "Leave donation to (employee name), (social security number)" if available.
- C. The Employer will not be responsible for the collection of such leave donations, nor for any statements made in connection with said collection.
- D. All leave slips for a particular recipient shall be delivered to the Human Resources Manager of the recipient's department for processing each pay period as needed.
- E. The Employer will, for purposes of computation, convert the donated leave hours to dollars at the hourly rate of the donor. The dollars will then be converted to hours of leave at the hourly rate of the recipient, and the resulting number of hours will be added to the recipient's donated leave account. The total amount of donated leave credited to the employee's donated leave account shall not exceed 300 hours during the life of the current agreement. Leave donations will 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 or sick leave has been exhausted.
- F. Once the Division of Finance has completed the above process, the State will not be obligated for further processing or liabilities resulting therefrom. 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 will 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.
- G. 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 which shall be paid in cash. The Employer will convert the leave to earnings at the annualized hourly rate of the donor and appropriate deductions required by law will be made. The net sum of donations after deductions will be combined into a single check and delivered to the Human Resources Manager for distribution to the employee.

**8.10 - 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.

**8.11 - 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.

**8.12 - Family Leave.** Qualified employees may be granted family leave. When taking family leave, a qualified employee must exhaust all accrued personal and sick 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 37.5 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.

**8.13 - Other Approved Absences.** Upon application and approval of the appointing authority, an employee may be granted leave of absence without pay. Such leave shall not normally exceed twelve (12) continuous months. Continuous service credit shall not accrue during the period of leave. Approval of said leave of absence shall not be unreasonably withheld.

**8.14 - Leave Anniversary Date.** The leave anniversary date must be moved 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 SAFETY EQUIPMENT**

It shall not be a violation of this Agreement nor grounds for dismissal if an employee refuses to work on an unsafe job, provided the job is found to be unsafe by the Alaska Department of Labor. 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.

Disciplinary action shall not be taken under this Article until the Department of Labor has made a finding on safety, providing that the employee or CEA has made a formal request for a Department of Labor investigation. If the Department of Labor 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.

#### **ARTICLE 11 LABOR-MANAGEMENT COMMITTEE**

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

**11.02 - Committee Composition.** The Committee shall be composed of three (3) members appointed by the President of CEA and three (3) members appointed by the Commissioner of the Department of Administration. Additional individuals may be included in particular labor-management meetings by mutual agreement.

**11.03 - Meetings and Agenda.** The Labor-Management Committee shall meet quarterly at the request of either party. More frequent meetings may be scheduled, should the need arise and the parties agree.

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, one (1) of which is subject to veto by the other party.

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.

**11.04 - Authority of Committee.** The Labor-Management Committee shall have no power to contravene any provision of this Agreement; nor to enter into any Letter of Agreement; nor to resolve disputes concerning the interpretation or application of any provision of this Agreement. The Committee shall be empowered to make joint recommendations on issues which are brought before it.

Prior to any changes in job class specifications (including the creation of new job classes) the proposed class specifications shall be presented to the labor-management committee for discussion and recommendation by a majority of committee members. Recommendations of the committee shall be forwarded to the Director of Personnel for consideration. If the director does not implement a committee recommendation within 30 days, the Labor Management Committee may appeal the decision to the Commissioner of Administration. The Commissioner shall issue a written decision accepting or rejecting the recommendation with 30 days of receipt.

No discussion or review of any matter by the Labor-Management Committee shall forfeit or affect the time frames of the settlement of disputes procedure (Article 12).

**11.05 - Committee Evaluation and Training.** At the conclusion of each calendar year, the parties shall discuss the Labor-Management Committee concept and shall determine whether to continue, modify or terminate it

## **ARTICLE 12 SETTLEMENT OF DISPUTES**

### **12.01 - No Strike or Lockout, Picket Lines**

- A. CEA agrees that during the life of this Agreement, CEA, its agents or its bargaining unit members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sick-out, refusal to work, picketing or strike against the Employer.
- B. If a picket line is established and sanctioned by CEA and officially announced by the CEA President, it shall not be a violation of this Agreement and it shall not be cause for discipline or discharge in the event an employee refuses to enter upon any property involved in such a primary labor dispute or refuses to go through or work behind any such primary line, including primary picket lines at the Employer's place of operation. The provisions of this paragraph do not apply to those class one employees described under AS 23.40.200 or to class two employees if enjoined pursuant to AS23.40.200.
- C. The Employer agrees that during the life of this Agreement there will 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.

### **12.02 - 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 first level supervisor outside the bargaining unit 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.

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 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 Commissioner of the Department of Administration. If the representatives are unable to resolve the grievance, the Commissioner 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.

**12.03 - Arbitration.**

- A. Board of Arbitration. Within thirty (30) days of the signing of this Agreement, the Employer and the CEA will 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 will select the arbitrator by alternately striking one (1) name at a time until only one (1) name remains on the list. The parties will 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 Division of Personnel 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 will 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 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 the Labor Relations Section, 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.

**12.04 – 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 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 Commissioner of the Department of Administration will be convened to discuss the complaint. If the representatives are unable to resolve the complaint, the 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 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 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.

**12.05 - Position Review.** An employee may obtain a review of the classification of his/her position, band within a broad-banded job classification, or level of competency demonstrated within a broad-banded job classification in the following manner:

- A. The CEA shall submit a request for review, including a position description (PD) completed by the employee and a listing of competencies if relevant, to the Human Resources Manager of the employing department, with a copy to the Director of the Division of Personnel.
- B. The completed PD and competencies will be reviewed in conjunction with existing class specifications for proper classification, band or range placement. Not later than thirty (30) days following receipt of the request, the department shall submit its written analysis and recommendations to the Director of the Division of Personnel with a copy to the CEA.
- C. If the department fails to respond with thirty (30) days, the CEA may advance the request to the Director of the Division of Personnel within five (5) days of the due date.
- D. Within thirty (30) days from the date of receipt of the department's recommendation or thirty (30) days from the date the request was advanced by the CEA, the Director of the Division of Personnel shall review the PD and the listing of competencies if relevant, in conjunction with the existing class specifications for proper allocation. The Director of the Division of Personnel shall notify both the department and the CEA of the decision.

If the CEA does not agree with the director's decision, the following shall be the sole and exclusive method for resolving disputes regarding classification of a position. The CEA may request a review by a three-member peer panel within ten (10) working days of the date the decision was due or received, whichever is earlier. The commissioner shall appoint one member of the panel, CEA shall appoint one member of the panel, and the two members shall jointly select the third member. The

panel shall make every effort to schedule the review within 60 days and shall issue a written analysis and decision within 30 days. After review of the written record, the panel shall determine the appropriate classification of the position by majority vote. The panel has no authority to establish a new pay range or job classification. The panel's authority shall be limited to a determination of the proper job class allocation and range assignment. The award shall be consistent with the merit system principles articulated in A.S. 39.25.010. Any change in classification shall be effective on the first day of the pay period following the date of the decision. The decision of the panel is binding upon the parties.

Any cost associated with the services of the third member of the panel shall be shared equally between the parties.

- E. Reallocations shall be made effective in accord with 2 AAC 07.035. If the Director 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.
- F. 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.
- G. The foregoing procedure shall be the sole and exclusive method of resolving classification disputes, notwithstanding the other provisions of Article 12.

**ARTICLE 13**  
**WAGES**

**13.01 - Wages.**

A. Effective July 1, 1999, the following shall be the wage schedule.

Range No.	Step	Step	Step	Step	Step	Step	(Longevity Increments of Final Step)			
	A	B	C	D	E	F	J	K	L	M
5	811.00	833.50	857.00	881.00	907.50	931.50	958.00	986.00	1017.00	1048.00
	9.98	10.26	10.55	10.84	11.17	11.46	11.79	12.14	12.52	12.90
6	857.00	881.00	907.50	931.50	958.00	986.00	1017.00	1048.00	1078.50	1112.00
	10.55	10.84	11.17	11.46	11.79	12.14	12.52	12.90	13.27	13.69
7	907.50	931.50	958.00	986.00	1017.00	1048.00	1078.50	1112.00	1149.00	1181.00
	11.17	11.46	11.79	12.14	12.52	12.90	13.27	13.69	14.14	14.54
8	958.00	986.00	1017.00	1048.00	1078.50	1112.00	1149.00	1181.00	1217.50	1254.00
	11.79	12.14	12.52	12.90	13.27	13.69	14.14	14.54	14.98	15.43
9	1017.00	1048.00	1078.50	1112.00	1149.00	1181.00	1217.50	1254.00	1296.00	1335.50
	12.52	12.90	13.27	13.69	14.14	14.54	14.98	15.43	15.95	16.44
10	1078.50	1112.00	1149.00	1181.00	1217.50	1254.00	1296.00	1335.50	1382.00	1429.00
	13.27	13.69	14.14	14.54	14.98	15.43	15.95	16.44	17.01	17.59
11	1149.00	1181.00	1217.50	1254.00	1296.00	1335.50	1382.00	1429.00	1480.00	1533.50
	14.14	14.54	14.98	15.43	15.95	16.44	17.01	17.59	18.22	18.87
12	1217.50	1254.00	1296.00	1335.50	1382.00	1429.00	1480.00	1533.50	1587.00	1647.50
	14.98	15.43	15.95	16.44	17.01	17.59	18.22	18.87	19.53	20.28
13	1296.00	1335.50	1382.00	1429.00	1480.00	1533.50	1587.00	1647.50	1701.00	1765.50
	15.95	16.44	17.01	17.59	18.22	18.87	19.53	20.28	20.94	21.73
14	1382.00	1429.00	1480.00	1533.50	1587.00	1647.50	1701.00	1765.50	1829.00	1895.00
	17.01	17.59	18.22	18.87	19.53	20.28	20.94	21.73	22.51	23.32
15	1480.00	1533.50	1587.00	1647.50	1701.00	1765.50	1829.00	1895.00	1960.00	2026.50
	18.22	18.87	19.53	20.28	20.94	21.73	22.51	23.32	24.12	24.94
16	1587.00	1647.50	1701.00	1765.50	1829.00	1895.00	1960.00	2026.50	2094.00	2172.50
	19.53	20.28	20.94	21.73	22.51	23.32	24.12	24.94	25.77	26.74
17	1701.00	1765.50	1829.00	1895.00	1960.00	2026.50	2094.00	2172.50	2239.50	2323.00
	20.94	21.73	22.51	23.32	24.12	24.94	25.77	26.74	27.56	28.59
18	1829.00	1895.00	1960.00	2026.50	2094.00	2172.50	2239.50	2323.00	2394.00	2481.50
	22.51	23.32	24.12	24.94	25.77	26.74	27.56	28.59	29.46	30.54
19	1960.00	2026.50	2094.00	2172.50	2239.50	2323.00	2394.00	2481.50	2560.00	2651.50
	24.12	24.94	25.77	26.74	27.56	28.59	29.46	30.54	31.51	32.63
20	2094.00	2172.50	2239.50	2323.00	2394.00	2481.50	2560.00	2651.50	2740.00	2840.50
	25.77	26.74	27.56	28.59	29.46	30.54	31.51	32.63	33.72	34.96
21	2239.50	2323.00	2394.00	2481.50	2560.00	2651.50	2740.00	2840.50	2935.00	3044.50
	27.56	28.59	29.46	30.54	31.51	32.63	33.72	34.96	36.12	37.47
22	2394.00	2481.50	2560.00	2651.50	2740.00	2840.50	2935.00	3044.50	3147.50	3254.50
	29.46	30.54	31.51	32.63	33.72	34.96	36.12	37.47	38.74	40.06
23	2560.00	2651.50	2740.00	2840.50	2935.00	3044.50	3147.50	3254.50	3374.50	3501.00
	31.51	32.63	33.72	34.96	36.12	37.47	38.74	40.06	41.53	43.09
24	2740.00	2840.50	2935.00	3044.50	3147.50	3254.50	3374.50	3501.00	3627.50	3766.00
	33.72	34.96	36.12	37.47	38.74	40.06	41.53	43.09	44.65	46.35
25	2935.00	3044.50	3147.50	3254.50	3374.50	3501.00	3627.50	3766.00	3896.00	4033.50
	36.12	37.47	38.74	40.06	41.53	43.09	44.65	46.35	47.95	49.64
26	3044.50	3147.50	3254.50	3374.50	3501.00	3627.50	3766.00	3896.00	4033.50	4176.00
	37.47	38.74	40.06	41.53	43.09	44.65	46.35	47.95	49.64	51.40
27	3147.50	3254.50	3374.50	3501.00	3627.50	3766.00	3896.00	4033.50	4176.00	4330.00
	38.74	40.06	41.53	43.09	44.65	46.35	47.95	49.64	51.40	53.29

- B. 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 prior to an employee beginning employment in the class.
- C. Employees shall receive longevity increments (Steps J, K, L and M) under the provisions of AS 39.27.022 in effect on May 1, 1999, except that advancement to the next increment may not equal a 3.75 percent increase.

**13.02 - Geographic Differentials.** The parties agree that members of this bargaining unit will receive the geographic differentials as provided for in Appendix A.

**13.03 - Swing and Graveyard Shift Differentials.**

- A. All full-time employees who work a "swing" shift beginning between 12:00 noon and 7:59 p.m. are entitled to a 3.75 percent increase over their basic hourly wage or salary as established by this Article for all hours worked in each such shift. All part-time employees who work a "swing" shift beginning between 4:00 p.m. and 7:59 p.m. are entitled to a 3.75 percent increase over their basic hourly wage as established by this Article for all hours worked in each such shift.
- B. All employees who work a "graveyard" shift beginning between 8:00 p.m. and 5:59 a.m. are entitled to a 7.5 percent increase over their basic hourly wage or salary as established by this Article for all hours worked in each such shift.

**13.04 - Standby Pay.** When employees are ordered to remain home, or periodically report their whereabouts and be available for immediate recall, their names shall be placed on a standby roster. An amount equal to 10 percent of seven and one-half (7.5) times the employee's hourly base salary will be paid to an employee who is assigned to a standby roster for each calendar day or portion of a calendar day of such assignment. The daily rate of compensation shall include geographic and shift pay as may be appropriate.

**13.05 - Reallocation of Position.** An employee holding a position which is assigned to a higher pay range or reallocated to a classification which carries a higher pay range shall enter the new range at Step A or at any higher step which provides a one step real increase in compensation. If the employee has served one-half (1/2) or more of the time required to be considered for the next step increase in their old job class or pay range, upon reallocation of the position, the employee shall enter the new range at Step A or at any higher step which provides a two step real increase in compensation.

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

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:

- A. 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;
- B. If the employee's current salary falls within the lower range, but between steps, the employee's salary shall remain frozen until that employee earns the next merit increase or longevity increment at which time that employee shall be placed at the next higher step;
- C. 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. Provided however, that 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 longevity step 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 longevity increment of the higher range shall be counted as time served at Step F or a longevity increment of the lower range.

**13.06 - Anniversary Dates.** The merit anniversary date or any other pay step increase date must be moved one (1) month later for each twenty-three (23) days of leave without pay in a leave year.

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

If an individual is rehired with prior approval of the Director of the Division of Personnel in a lower class in the same class series, 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.

**13.08 - Promoted Employees.**

- A. If an employee in frozen pay status is promoted to a higher job class, the promotion shall result in, at a minimum, a one (1) step real increase in compensation.
- B. 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 will provide an increase of two (2) steps, whichever is greater.
- C. 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 will provide an increase of one (1) step, whichever is greater.
- D. A promoted employee entering the new range at a longevity increment shall be treated as if that increment had been earned in the new range and granted further increments accordingly.
- E. For purposes of this section, "steps" means both longevity increments and performance steps.

**13.09 - 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 fifteen (15) 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 will return to normal. Such delegation shall not exceed sixty (60) days unless extended by the Director of the Division of Personnel.

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

**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.** Employees holding positions in organizational units which have no responsibility for the processing, review or production of the semimonthly payroll shall be eligible for 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 files notice with the Employer on forms provided by the Employer within the next regular business day. Failure to provide notice to the Employer within the specified time period will 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 semimonthly warrant. If not paid as provided in this paragraph, the penalties set forth above shall apply.

**13.12 - Demotions.**

- A. Demotions for Cause. An employee who is demoted for 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 class series and shall retain permanent status in the lower class. 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. An employee who receives a voluntary demotion (except through reclassification) will continue to receive performance, longevity, and salary or wage increases.
- C. Time served at Step F or a longevity increment of the higher range shall be counted as time served at Step F or a longevity increment of the lower range.

**13.13 - Transfers.**

- A. An employee appointed to a position in the same classification, successor classification, or broadbanded 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 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.

**13.14 - Dispatchers.** 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 will 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.

## **ARTICLE 14 INSURANCE**

**14.01 - Employee Health Insurance Plan.** The Employer will 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. Domestic partners shall be covered under the provisions of this section should state or federal laws be enacted that allow such coverage. Eligibility for the plan shall begin upon the date such law(s) are enacted. The Employer's defined contribution shall be five hundred dollars (\$500.00) per full-time employee, per month toward the required premium.

The eligibility of employees and their dependents for coverage and the precise benefits to be provided shall be as set forth in the insurance contract(s) entered into by the State of Alaska for that purpose.

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 insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier 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 insurance carrier, 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.

Either party may reopen negotiations on this section by providing at least five (5) days written notice to the other party.

**14.02 - Re-negotiation.** If a state or national health insurance plan becomes law that requires participation by employees covered by this Agreement during the term of this Agreement, the parties shall reenter negotiations within thirty (30) days.

**14.03 - Health Trust.** As an alternative to the Employer provided Health Insurance Plan as described in Section 14.01 above, the Union may elect to provide its own health insurance program for its members. At any time, but not less than ninety (90) days prior to the rate change date, the Union shall notify the Employer in writing of its desire to cease the Employer provided health insurance coverage and its intent to establish a health care trust for its members in accordance with applicable law and regulations.

If the Union elects to provide a plan of its choice, conversion to a Union Health Trust shall be effective no earlier than July 1 of any year this agreement is in effect. If the Union elects to provide its own health insurance program, the Employer will remit to the Union the amount agreed to in Section 14.01, per month for each eligible employee.

The parties agree that the Union will remain on the Employer provided Health Insurance Plan while the parties negotiate a Letter of Agreement of the Union Health Trust and until the effective date of the Union Health Trust pursuant to this section.

**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.

**ARTICLE 16  
PERSONNEL FILES**

**16.01 - Employee Access.** Employees will have access to their personnel file or files. Before any notation is placed in the files, the employee will be given a copy. Secret files will not be kept on any employee.

**16.02 - 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 will 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 division director to the Director of the Division of Personnel. The parties agree that such documents may be maintained as part of the 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**

1. In cases of discharge, suspension or demotion for just cause the Employer agrees to notify the employee and President of CEA in writing concurrent with commencement of the action.
2. No employee shall disclose any confidential information pertaining to the Employer's business. Proven violation of this section will be deemed sufficient cause for appropriate disciplinary action.
3. 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.
4. CEA and the Employer agree that with the exception of instances of egregious misconduct, including but not limited to chemical or alcohol intoxication, disobedience, dishonesty, physical misconduct, abusive or lewd behavior, or abandonment of duties, all permanent employees shall be given two (2) weeks notice or two (2) weeks pay prior to discharge.
5. Employee behavior will conform to that specified in the Executive Ethics Act, AS 39.52.
6. Employees recognize that the need for security of privileged information pertaining to contract negotiations or confidential information under AS39.25.080, is a requirement for acceptable fulfillment of the employees' duties and responsibilities.

**ARTICLE 18**  
**PERFORMANCE EVALUATIONS AND PROBATIONARY PERIODS**

**18.01 - 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 performance evaluation will be due on the employee's merit anniversary date.
- C. The purpose of the evaluation is to improve communication between the supervisor and employee, improve motivation and develop employee skills. The evaluation will outline performance standards for the next rating period and a plan for meeting performance goals including training needs for that period.
- D. Unless the employer takes an affirmative action to deny a merit or longevity increase through a performance evaluation, the employee's performance shall be considered "acceptable" and any monetary increase will be effective on the merit anniversary date.

**18.02 - Review of Evaluations.** All performance evaluations will 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.

**18.03 - 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, 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 to the Commissioner of the employing department. The Commissioner shall have thirty (30) days to investigate the allegations and to 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 of the Commissioner, the employee through the CEA shall submit a written request for informal hearing to the Director of

the Division of Personnel within ten (10) days after receipt of the Commissioner's recommendations. Absent such a request, the Director shall adjust the evaluation in accord with the recommendations of the Commissioner, provided that those recommendations are not in violation of law or regulation.

If a hearing is requested, every reasonable effort will be made to schedule the hearing within thirty (30) days of the request and in no case later than sixty (60) days. Hearings will be conducted by an individual outside the employing department and bargaining unit. The employee and the employing department shall have one (1) hour each to present additional testimony and documentary evidence, which will be considered by the Hearing Official together with the employee's initial request and the Commissioner's 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.

**18.04 - 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 which fails to grant a performance incentive. The appeal must be made in writing through the CEA to the head of the employing department or agency, setting forth the reasons the employee disagrees with the Employer's action. The head of the employing department or agency shall respond in writing within fifteen (15) working days after receipt of the appeal.

**Level Two:** In the event the matter is not resolved at Level One, the CEA may advance the appeal to the Director of the Division of Personnel. The appeal must be submitted in writing within fifteen (15) working days after the response at Level One is due or received, whichever is earlier, and must include all evidence and arguments which the Union desires to be considered by the Director. The Director shall review the appeal in conjunction with the subject performance evaluation and any rebuttal thereto, the Level One appeal and response, 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 Level Two appeal. If the Director grants the appeal, the CEA and the employing department or agency shall be so notified concurrently, together with the rationale for the Director's determination.

**Level Three:** 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 Division of Personnel within ten (10) working days after receipt of the denial at Level Two. The request may include additional argument in support of the 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 shall forward copies of the Level One and Two appeals and responses to the neutral third (3rd) party within ten (10) working days of receipt of the CEA's request. The submission shall include all documents and written arguments reviewed by the Director at Level Two. 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 nonreviewable. 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.

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

- A. The probationary period for an employee in ranges 5 through 13 shall be six (6) months and for ranges 14 and higher it shall be one (1) year. The employee's merit anniversary date shall be the first pay period 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 of any pay period following completion of one-half (1/2) of the prescribed probationary period.

Employees in broadbanded job classes in ranges 5 through 13 shall serve an additional three (3) months with each upward movement in the band. Employees in broadbanded job classes in ranges 14 and higher shall serve an additional six (6) months with each upward movement in the band.

The Employer may, after written mutual agreement with the employee, extend the probationary period for a period not to exceed three (3) months.

- B. An employee who is promoted prior to the completion of a probationary period to a higher level position in the same class series shall complete the probationary period in the lower job class by service in the higher job class. The employee shall be considered as having permanent status in the lower classification at the end of the applicable probationary period following appointment to the position in that classification and shall complete the full probationary period in the higher class.
- C. Upon promotion, 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, an employee shall serve a new probationary period and establish a new anniversary date.
- D. **Same Position.** If an employee occupying the same position is moved to a higher pay range within a broad-banded job classification and fails to satisfactorily complete his or her probationary period as defined in A. above, the employee shall be returned to the lower pay range within that classification.
- E. 1. **Voluntary Movement.** Employees with permanent status in a job class may accept an appointment to a position in another class or to another position at a higher level in the employee's current broad-banded classification. 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.
2. **Reclassification to Another Job Class.** If an employee who is reclassified fails to satisfactorily complete his or her 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.
3. **Returns.** Such returns in E 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.
- F. 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.

**18.06 - 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:

- A. Separated;
- B. Demoted during the probationary period;
- C. Extended in the probationary period; or
- D. 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 will, 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**

The Employer agrees to give each employee a minimum of fifteen (15) hours training each year if available and job-related. Information exchanges shall not be construed as training in interpreting this Article.

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:

- A. Such leave does not exceed ten (10) working days per calendar year;
- B. Leave is requested in writing at least ten (10) days in advance;
- C. Requests for such leave shall be made by the President of CEA; and
- D. The cost of attending the training sessions, seminars or conferences will be borne solely by CEA or the employee.
- E. Such leave shall not be unreasonably withheld.

## **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 will be reviewed by the Labor Management Committee established at Article 11 prior to submission to the Personnel Board. A laid off employee shall be considered a member of the bargaining unit during the three (3) year period of their layoff rights.

Except as otherwise provided, Workplace Alaska shall be the sole recruitment process used for all positions within the confidential bargaining unit for the duration of the parties' collective bargaining agreement. Any substantive change to Workplace Alaska will be reviewed by the Labor Management Committee established at Article 11 prior to implementation.

**20.01 - Merit Principles.** The parties agree that it is their mutual intent to strengthen the merit principles in the bargaining unit and shall use all due diligence to maintain merit principles among the employees of the unit.

**20.02 - Applicant Pools.** The group of applicants generated through Workplace Alaska or other recruitment devices 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 will be respected and not open for inspection.

**20.03 - Appointments.** When the Employer is filling a vacancy in the bargaining unit:

- A. The position will be offered first to employees within the bargaining unit on the layoff list as provided in accordance with Section 21.04.
- B. If none of the employees on the layoff list are available, an opportunity to interview will 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.
- C. If no one is selected per A or B above, the position shall then be filled by promotion or hire of a qualified candidate from one of the following groups:
  1. Employees within the bargaining unit who are available and interested, meet the minimum qualifications of the opening, and apply for the opening.
  2. Candidates in the open-competitive or state employee pool.
  3. Transfer and/or rehire candidates.
  4. Candidates available through the Employer's expanded certification procedures.
  5. Positions at Range 8 and below may be filled through Workplace Alaska, or by referral from the State Department of Labor's employment service, or the State's Welfare to Work or successor program, or other employment referral services.

**D. Interviews and Selection.**

1. First consideration and an opportunity to interview will 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.
2. 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.
3. The above provisions apply only to appointments to vacancies in this bargaining unit.
4. 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.

**20.04 - Rehire.**

1. An individual who separated from a job class in good standing while holding a permanent or probationary appointment may be appointed without application 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.
2. An individual who separated from a job class in good standing while holding a permanent or probationary appointment may request in writing to have the individual's name placed as an additional unranked eligible on a certification without examination, provided the written request is made within three (3) years from the individual's date of separation from the job class.

**20.05 - Transfer.** An employee shall be eligible for transfer within the same or a successor job class, a broadbanded job class, or parallel job class, at the same pay range.

**20.06 - Reclassification.** When a position is reclassified upward (including movement within a band) based upon duties that have been, are, and will be performed by the current employee, the incumbent shall be certified to the position provided there is no one on the organizational unit layoff list for the new job class series or band. If the member is laid off from a salary range at, or above, the range assignment of the reclassified position in the same series or band, the most senior of the layoff candidate or incumbent shall be certified to the position.

A layoff candidate appointed under this section shall serve a new probationary period equal to one-half the standard probationary period for the salary range. Serving a new probationary period shall not effect the employee's merit anniversary date. A layoff candidate who declines appointment to the position will continue to retain full layoff rights.

**20.07 - 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.

**ARTICLE 21  
LAYOFF**

**21.01 - 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 will 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 will 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.

**21.02 - Order of Layoff.**

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

Division  
Location  
Job Classification\*  
Position Status

\*For purposes of broad-banded job classes, "job classification" shall include all positions within the band. Such bands generally consist of two or three pay ranges. These bands shall be identified when the job class is created.

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. The order of layoff shall be:
1. Employees shall be listed in ascending order of layoff seniority.

2. 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.
3. If two or more employees have identical layoff seniority, a veteran shall be given preference for the position over a non-veteran.
4. If a case cannot be determined by the application of the above provisions, it shall be at the Employer's discretion to determine which of the employees to lay off.

**21.03 - 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.

**21.04 - 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, a successor job class, or a band within the broadbanded job classification 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, a successor job class, or a band within the broadbanded job classification.
- 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, a successor job class, or a band within the broadbanded job classification.
- D. The placement of a laid-off employee upon recall into a broadbanded job class shall be at the level of work assigned by the employing agency. If an employee is recalled to a position in a broadbanded job class, where the pay range is equal to or less than the position from which the employee was laid off, the salary shall be based on Section 13.07 – rehire employee. If an employee is recalled to a position at a higher pay range, the recall shall be considered a promotion and the provisions of Section 13.08 shall apply.
- E. 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.
- F. Return from layoff anytime in the three (3) year period restores the employee's sick leave bank balance.
- 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.

**21.05 - Termination of Recall Rights.** An employee's rights to be recalled from layoff will terminate when any of the following occur:

- A. the employee resigns from State service;
- B. an employee's application for refund of retirement contributions is processed by the Division of Retirement and Benefits;
- C. the employee is appointed to a position at the same or higher salary or wage range than the position from which laid off;
- D. the employee has been in layoff status for three years.

**21.06 - 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 study shall include all costs associated with contracting out the work including, but not limited to, wages, benefits, administrative costs, agency overhead, program supervision, and audits. The study shall similarly determine the costs of performing the work with bargaining unit members. The employer agrees to notify CEA within one (1) week of its decision to conduct a formal feasibility study, indicating the job classifications and work areas affected.

The employer shall provide CEA with no less than thirty (30) calendar days 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 which 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. No employees shall be laid off and their work contracted out unless such study shows that the contracting action will be at less cost to the employer.

- B. Placement of Employees. If the employer makes a decision to contract out work that will result in the displacement of an employee, it will 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. Compliance. Upon request to the issuing agency, CEA is entitled to receive a copy of any audit performed on any state contract. When a contract has been issued under the provisions of this section which directly results in the displacement of employees, CEA may request that a cost effectiveness audit be performed during the life of that contract. The state agrees to conduct up to six audits during the life of this agreement. Requests for contract compliance audits shall be made directly to the Office of Management and Budget (OMB). Upon receipt of a request, OMB will advise CEA of the proposed schedule for audit conduct and compliance. CEA will be provided a copy of the final audit report within seven (7) working days of its completion.

## **ARTICLE 22 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 23 SAVINGS CLAUSE**

1. 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.
2. 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 24  
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.

**ARTICLE 25  
PRINTING OF THE AGREEMENT**

The Employer agrees to provide an online copy of the current agreement. CEA shall be responsible for printing and distributing copies of the Agreement to its membership.

**ARTICLE 26  
IMPLEMENTATION OF THE AGREEMENT**

Following the signing of this Agreement, the Employer shall make every effort to submit the monetary terms of this Agreement to the legislature at the earliest possible date and support its adoption.

In case of a delay in implementing the monetary terms of this Agreement, the Employer shall be held free of any punitive measure. Such immunity is to apply to all time prior to the date that is ninety (90) days subsequent to the date upon which an appropriation, adequate and for the specific purpose, becomes law or all time prior to the date that is ninety (90) days subsequent to determination by a court of competent jurisdiction that such implementation may legally be made.

**ARTICLE 27  
TERM OF THE AGREEMENT**

This Agreement shall become effective July 1, 1999, and shall remain in effect until June 30, 2002.

Either party may give written notice during the months of January 2000, and January 2001, of its desire to renegotiate any three contract articles or issues. Negotiations shall commence promptly thereafter.

Either party may give notice during the month of January 2002, of its desire to negotiate a successor agreement. Negotiations shall commence no later than February 11, 2002.

In the event the employer reaches an agreement with any other bargaining unit that contains a net increase in compensation for personal services for 1999-2000, the parties will immediately reopen negotiations for the purpose of agreeing how to implement the net increases per individual to the Confidential Unit.

FOR THE STATE OF ALASKA:

FOR THE CONFIDENTIAL EMPLOYEES  
ASSOCIATION:

\_\_\_\_\_  
Robert Poe, Commissioner  
Department of Administration

\_\_\_\_\_  
Lee Powelson, President  
Confidential Employees Association

\_\_\_\_\_  
David Koivuniemi  
Chief spokesperson

\_\_\_\_\_  
Mila Cosgrove  
Chief spokesperson

\_\_\_\_\_  
Sharon Barton  
Negotiator

\_\_\_\_\_  
Judy Porter  
Negotiator

\_\_\_\_\_  
Heather Stockard  
Negotiator

\_\_\_\_\_  
Nicki Neal  
Negotiator

\_\_\_\_\_  
Jim Duncan  
Negotiator

\_\_\_\_\_  
Kim Peterson  
Negotiator

**APPENDIX A – GEOGRAPHIC DIFFERENTIALS**

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

Illustrative Place Names and Duty Stations	House Election Districts	Percent Above Basic Pay Plan
Ketchikan	1	0.0
Wrangell/Petersburg	2	0.0
Sitka	3	0.0
Juneau	4	0.0
Haines/Skagway/Yakutat	5	5.0
Cordova/Valdez/Glennallen	6	11.0
Palmer/Wasilla	7	0.0
Anchorage	8	0.0
Seward	9	0.0
Kenai/Cook Inlet	10	0.0
Kodiak	11	9.0
Aleutian Island	12	27.0
Bristol Bay	13	27.0
Bethel	14	38.0
Nenana	15A	20.0
Yukon/Kuskokwim	15B	30.0
Fairbanks (South of Arctic Circle)	16A	4.0
Delta/Tok Duty Stations	16B	16.0
Fort Yukon (North of Arctic Circle)	16C	42.0
Barrow/Kobuk	17	42.0
Nome	18	34.0
Wade-Hampton	19	30.0
Seattle/Tacoma		-13.0

The election districts used are those designated by the Proclamation of Reapportionment Redistricting of December 7, 1961, and retained for the House of Representatives by Proclamation of the Governor on September 2, 1965.

**APPENDIX B - ALTERNATE WORKWEEK AGREEMENT  
LOA 2000-KK-001**

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 work 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 will be considered before final determination is made.
2. Employees will 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 will be charged hour-for-hour based on the hours the employee was scheduled to work. Employees will 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 of eight and one-half (8.5) hours each, plus one (1) day at seven (7) hours with the tenth day off, for a ten (10) day, seventy-five (75) hour work period.
- B. The workweek shall be from Friday through Friday and shall end after 37.5 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 at seven and one-half (7.5) hours. The difference between the hours the employee is scheduled to work and seven and one-half (7.5) 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) seven and one-half (7.5) hour days when travel assignment, staff training or other reasons require such scheduling.

**Alternate Workweek Schedule #2**

- A. The workweek shall normally consist of thirty-seven and one-half (37.5) 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 will 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 will be scheduled as a seven and one-half (7.5) hour day and the remaining three (3) workdays will 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 seven and one-half (7.5) 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.

This agreement shall become effective July 1, 1999, and shall remain in effect for the duration of the 1999 - 2002 agreement between the State of Alaska and the Confidential Employees Association.

For the State of Alaska:

For the CEA:

---

Robert Poe, Jr.  
Commissioner

---

Bruce Ludwig  
Business Manager

**Assignment to Alternate Workweek  
Under Master Letter of Agreement 2000-KK-001**

Department of: \_\_\_\_\_

Division of: \_\_\_\_\_

Location: \_\_\_\_\_

Having agreed to the terms of the Alternate Workweek Master Letter of Agreement (2000-KK-001), the following employee(s) is/are hereby appointed to the alternate schedule designated below:

PCN	Employee Name	Classification
_____	_____	_____
_____	_____	_____
_____	_____	_____

The work schedule and terms and conditions of employment shall be in accord with Option \_\_\_\_\_ (One or Two) as set forth in the Master Letter of Agreement.

The workweek shall be defined as \_\_\_\_\_ through \_\_\_\_\_.

This assignment shall become effective on \_\_\_\_\_ and shall remain in effect through \_\_\_\_\_ or until canceled by either party upon fifteen (15) days written notice. In the event of cancellation, the affected employee(s) shall return to a normal work schedule in the first work week following the required notice period.

For the State of Alaska:

For the CEA:

\_\_\_\_\_  
Division Director

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CC: Labor Relations Section  
Division of Personnel  
Department of Administration  
APEA/AFT

**APPENDIX C**

**MASTER ALTERNATE WORK SCHEDULE  
FOR OVERTIME EXEMPT EMPLOYEES**

**LOA 2000-KK-002**

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

1. Management reserves the right to make final determinations concerning individual scheduling, employee preferences will be considered before final determination is made.
2. Scheduling will ensure coverage of the office during regular business hours.
3. Individual work schedules will be established under this agreement with the approval of the supervisor. The parties recognize the need for flexibility to deal with workload demands.
4. Holidays will be credited at seven and one-half hours. Leave will be charged on an hour-for-hour basis as needed to complete the required hours in a pay period.
5. Employees will account for the required minimum hours each pay period as hours worked, holiday pay, paid leave, or leave without pay.

This 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 workload and needs of the agency, the day off may vary from one pay period to the next.

For the State of Alaska:

For the CEA:

\_\_\_\_\_  
 Robert Poe, Jr.  
 Commissioner of Administration

\_\_\_\_\_  
 Bruce Ludwig  
 Business Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Assignment to Alternate Work Schedule  
Under Master Letter of Agreement 2000-KK-002**

Department of: \_\_\_\_\_

Division of: \_\_\_\_\_

Location: \_\_\_\_\_

Having agreed to the terms of Master Letter of Agreement 2000-KK-002, the following employee(s) is/are hereby appointed to the alternate work schedule:

PCN	Employee Name	Classification
_____	_____	_____
_____	_____	_____
_____	_____	_____

This assignment shall become effective on \_\_\_\_\_ and shall remain in effect through \_\_\_\_\_ or until canceled by either party upon fifteen (15) days written notice. In the event of cancellation, the affected employee(s) shall return to a normal work schedule on the first work day of the pay period following the required notice period.

For the State of Alaska:

For the CEA:

\_\_\_\_\_  
Division Director

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CC: Labor Relations Section  
Division of Personnel  
Department of Administration

**APPENDIX D**

**Letter of Agreement  
between the  
State of Alaska  
and the  
Confidential Employees Association**

**LOA 2000-KK-003  
Floating Holidays**

It is agreed between the parties that any of the holidays listed in Section 7.06 may be considered a floating holiday if authorized in advance by completing the attached form. Each full-time employee who works on a designated floating holiday will be credited with seven and one-half hours personal leave. Each part-time employee who works on a designated floating holiday will be credited with the number of hours for which they would otherwise be scheduled to work.

This agreement shall become effective on July 1, 1999, and shall remain in effect for the life of the Agreement.

For the State of Alaska:

For the CEA:

\_\_\_\_\_  
Robert Poe, Jr.  
Commissioner of Administration

\_\_\_\_\_  
Bruce Ludwig  
Business Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Designation of Floating Holiday  
Under Master Letter of Agreement 2000-KK-003**

Having agreed to the terms of Master Letter of Agreement 2000-KK-003, the \_\_\_\_\_  
holiday, observed on \_\_\_\_\_ shall be considered a floating holiday for the following  
employee(s):

PCN	Employee Name	Classification
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

For the State of Alaska:

For the CEA:

\_\_\_\_\_  
Division Director

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CC: Labor Relations Section  
Division of Personnel  
Department of Administration

**APPENDIX E**

**Letter of Agreement  
between the  
State of Alaska  
and the  
Confidential Employees Association**

**LOA 2000-KK-004  
Classification of Human Resources Positions**

The parties agree that classification of Human Resource positions in the Division of Personnel and in the agencies is a topic of mutual concern.

It is further agreed that if the decision is made to continue broad-banding for these job classes, competencies based upon objective criteria must be clearly defined prior to further implementation , and that timely training of all Human Resources Personnel is essential.

Further, if the decision is made to discontinue broad-banding for these job classes, all members who are currently broad-banded will be returned to appropriate job classes in the old structure without harm.

For the State of Alaska:

For the CEA:

\_\_\_\_\_  
Robert Poe, Jr.  
Commissioner of Administration

\_\_\_\_\_  
Bruce Ludwig  
Business Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX F**

**Letter of Understanding  
Between the  
State of Alaska  
And the  
Confidential Employees Association**

**RE: APDI Reduction in Force & Contracting Out Provisions  
2000-KK-116**

Whereas the Alaska Legislature has eliminated authorized funding for the Alaska Professional Development Institute; and

Whereas that decision results in the closure of the APDI; and

Whereas it will be necessary to find other work and/or funding sources, or layoff APDI staff; and

Whereas the State of Alaska recognizes it's good-faith obligation to assist displaced members in finding alternate employment in state government; and

Whereas the Division of Personnel has for many years engaged private contractors to provide certain non-proprietary training to state employees; and

Whereas the Division of Personnel will continue to use permanent staff to provide such proprietary training to state employees;

Therefore, it is agreed and understood between the parties that the contracting out provisions of the agreement (Section 21.07) shall not apply to the APDI during FY 2000.

This agreement is effective upon the ratification of the master agreement between the State of Alaska and the Confidential Employees Association, APEA/AFT.

For the State of Alaska:

For the Confidential Employees Association:

\_\_\_\_\_  
Robert Poe, Jr.  
Commissioner of Administration

\_\_\_\_\_  
Lee Powelson  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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