

## ARTICLE 16 - TOOLS, UNIFORMS, AND SAFETY

### 16.1 Tools and Uniforms.

The Employer will not require Bargaining Unit Members to furnish their own vehicles, tools or work implements in order to perform State work.

The Employer will provide uniforms to any and all Bargaining Unit Members required to wear such prescribed apparel. A uniform is defined as a complete set of wearing apparel required by the Employer and required by the Employer to be of a specific color and style.

### 16.2 Safety Clothing and Equipment.

When the Employer or the Division of Labor Standards and Safety determines that special protective clothing or equipment is necessary for the performance of the Bargaining Unit Member's duties, the Employer will provide said clothing or equipment.

### 16.3 Unsafe Work.

It will not be a violation of this Agreement or grounds for dismissal if a Bargaining Unit Member 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 the Division of Labor Standards and Safety regulations to make a job safe will be supplied by the Employer. The Employer will abide by the Division of Labor Standards and Safety regulations.

Disciplinary action will not be taken under this Article until the Department of Labor has made a finding on safety. If the Department of Labor finds the job to be safe, and in the event that subsequent disciplinary action is taken, the Bargaining Unit Members will have recourse to the established grievance or complaint procedure.

### 16.4 Dry Cleaning Allowances for Public Safety, Corrections Institutions, and Airport Security Personnel.

Employees as defined above who are issued uniforms will receive a dry cleaning allowance equivalent to that provided for by their subordinate's union, whether it be Public Safety Employees Association (PSEA) or the Alaska Correctional Officers Association (ACOA). Articles of clothing issued by the Employer will be replaced when they become unserviceable due to damage or wear.

### 16.5 Physicals.

Regularly commissioned supervisors in the Alaska State Troopers, the State Fire Marshal's Office, and Fish and Wildlife Protection in the Department of Public Safety and the Airport Security Supervisory Bargaining Unit Members will receive physicals comparable to those afforded members of PSEA. Adult Probation Officers in the Department of Corrections shall receive reimbursement for annual physicals comparable to those afforded Correctional Officers in the ACOA.

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## ARTICLE 17 - LAYOFF

### 17.1 General Provisions.

- A. The Employer may lay off an employee who holds a substitute appointment when the incumbent returns to work, or by reason of abolition of the position, shortage of work or funds or other reasons outside the employee's control that do not reflect discredit on the services of the employee. The name of such an employee will remain on the layoff list for a period of three (3) years. If not reappointed within this time to a position at the same or higher salary range as the class from which laid off, the employee will be considered to have exhausted layoff rights. If not reinstated to any position within three (3) years, the employee will be considered to have terminated without prejudice.
- B. No permanent or probationary employee in the bargaining unit will be laid off while there are emergency, nonpermanent or provisional employees serving for periods longer than thirty (30) calendar days in the same agency and location in the same job class or in other job classes performing work to which the permanent or probationary employee could reasonably be assigned based upon the minimum qualifications for the class and consistent with the needs of the agency.
- C. Change of Status in Lieu of Layoff. The incumbent of a position for which the status is changed (e.g., from full-time to part-time or seasonal, etc.) may elect to remain the incumbent of that position in lieu of layoff. Subject to the following provisions, the employee may retain layoff rights to the original position status.
  1. Upon a change in the status of an occupied position, the Employer will attempt to give at least thirty (30) days and in no case less than ~~two (2) weeksten~~ (10) working days written notice of the effective date of layoff, including a list of all positions in the class series for which the employee has an election to demote/displace other employees. Within ten (10) working days following receipt of the layoff notice, the employee will advise the Employer of the decision to either exercise layoff rights or to accept a change in position status.
  2. If an employee elects to accept a change in position status, the employee will be placed on the layoff list for the division, location, classification and position status originally held. The employee is eligible for certification and recall rights associated with that layoff list and is subject to all conditions accompanying those rights.
  3. The employee may submit a statement specifying the conditions under which the employee will be available for recall. These conditions are limited to department and location with one exception: in instances in which a classification has formal distinct options under one job class title, the employee may restrict recall rights to specific options (other than that from which laid off) provided the employee meets the minimum qualifications for those options.
  4. No other layoff rights will apply to employees in this situation.

## 17.2 Organizational Units.

### A. Structure.

1. The basic subdivision of agencies into organizational units for layoff purposes for positions in this bargaining unit will be the following:

- a. Department
- b. Location\*
- c. Job Classification Series
- d. Position Status

\*"Location" is the geographic location of the selected position. If less than five (5) employees would be included in the unit at that locale, "location" will be expanded (preferably concentrically) to include the closest area until five (5) are included.

In instances where there are not five (5) employees in the next lower job class affected, "location" will be expanded concentrically until five (5) employees are included, providing also that all employees within the class series at any location from which one (1) employee is required will also be included in the organizational unit. A "location" identified pursuant to this provision will remain the "location" for all directly-related actions made pursuant to Section 3 of this Article. Geographic expansion to obtain five (5) employees of the lower classification will not be considered a new or revised organizational unit within the meaning of this Agreement and will not require approval, posting or notice for the thirty (30) calendar days as provided for elsewhere in this Article. Geographic expansion will take into consideration similarity of duties and the needs of the State when determining the concentric circles for purposes of this Section.

2. Organizational units will not be structured for the purpose of constructively discharging specific employees.

3. Changes to these units may be approved by the Director of the Division of Personnel & Labor Relations in accordance with 2 AAC 07.800 as it existed on January 1, 1994 for compelling business reasons. In the exercise of this responsibility subsequent to the signing of this Agreement, the Director of the Division of Personnel & Labor Relations will request and consider the comments of the APEA/AFT. The parties recognize that time is of the essence. Every good faith effort will be made to promptly address requests for changes to organizational units.

4. Copies of requests for organizational units will be provided APEA/AFT upon receipt by the Division of Personnel & Labor Relations. Copies of approved organizational units will be provided to the APEA/AFT simultaneously with notice to an agency.

B. APEA/AFT may request the Commissioner of the Department of Administration to review the decision of the Director of the Division of Personnel & Labor Relations regarding changes to organizational units. Such requests will be in writing and must be delivered to the Commissioner of the Department of Administration within ten (10) working days of receipt of a copy of an approved change. The Commissioner of the Department of Administration will review the action of the Director of the Division of Personnel & Labor Relations and will advise APEA/AFT of the results of that review in writing within ten (10) working days of receipt of the request. This will be the sole means of reviewing organizational units for layoff. However, APEA/AFT is not precluded from filing grievances over alleged violations stemming from 17.2.A.2.

- C. The parties recognize that all affected employees must be informed of existing layoff units and changes to layoff units. Copies of approved organizational units must either be posted or copies distributed to notify affected employees of the recognition of layoff units. Upon request, each employee will promptly be given a copy of the approved organizational unit.
- D. An organizational unit must be approved at least thirty (30) calendar days before a notice of layoff is sent to any employee in the affected unit. This time limit may be concurrent with the notice to the employee under 17.4 below.

**17.3 Order of Layoff.**

- A. In instances where computation of layoff points and the establishment of a layoff order are required, the Director of the Division of Personnel & Labor Relations will certify a list to the appointing authority with a copy to APEA/AFT Headquarters. Confidentiality of information will be respected and layoff lists will not be open for inspection.
- B. Layoff seniority will be computed based upon the employee's length of probationary/permanent service in the classified service.
- C. Once the Employer identifies the position it intends to vacate through this procedure, the following procedure will apply:
  - 1. The employee with the least number of layoff points in the local geographic area within the organizational unit in the classification targeted may elect to displace the employee with the least number of layoff points in the next lower classification in that same organizational unit; provided the employee in the higher classification has more layoff points than any employee in the next lower classification, or they may elect to displace the least senior employee in a lower classification at their work location;
  - 2. If no employee in the next lower job classification\*has less points than the employee being laid off, each lower classification in that same organizational unit will be reviewed until the series is exhausted.
  - 3. If no employees with fewer layoff points exist within the organizational unit, that employee will be laid off.
- D. Upon receipt of the layoff notice, a layoff list of all positions in the class series and the location in which he or she may exercise an election, the displacing employee will have ten (10) working days to exercise such election to displace an employee under the terms of 17.3.C. If electing to displace an employee in a lower classification in a series, he or she will be placed at the appropriate range at his or her existing step and the merit anniversary date will remain unchanged. Upon recall to the original job class, the employee's salary will be adjusted upward, step for step, to the appropriate range. Each employee displaced by this procedure will have the right to use this procedure.

E. The order of layoff will be:

1. Employees will be listed in ascending of order of points. The employee listed first will be laid off first, the second employee second, etc.
2. Super Seniority: Those employees entitled to super seniority under the terms of Article 9.5 of this Agreement will head the seniority list and will be the last to be laid off in the organizational unit.
3. Ties: If two (2) or more employees have identical layoff points, the order of layoff will be determined by the following:
  - a. Veterans' Preference per AS 39.25.150(19): A veteran will be given preference for the position over a non-veteran.
  - b. The employee who has the least months, or parts thereof, of permanent/probationary State service will be laid off first.
  - c. In any case that cannot be determined by the application of a. and b. above, it will be at the Employer's discretion to determine which of two (2) or more employees to lay off.

**17.4 Notification.**

- A. In every case of the layoff of any permanent employee, the appointing authority will make every effort to give written notice to the employee at least thirty (30) calendar days in advance of the effective date of the layoff. The appointing authority will give at least ~~two (2) weeks~~ ten (10) working days written notice.
- B. In every case of the layoff of a probationary employee, the appointing authority will make every effort to give written notice to the employee at least ~~two (2) weeks~~ ten (10) working days in advance of the effective date of the layoff.
- C. The Division of Personnel & Labor Relations will be available to provide counseling and assistance to affected employees. This includes assistance in seeking other employment and advice as to the employee's rights and benefits.

**17.5 Rights of Laid-Off Employees.**

- A. Recall  
Employees who are laid off may choose to select recall rights to three job classes within their job class series or to only the classification from which they were laid off. The methods for selecting these alternatives are described below in 6 and 7.
  1. A laid-off employee will be placed on the layoff list for certification purposes. When a certification is requested, the one (1) employee highest on the layoff list for that organizational unit in that job class series will be certified for the vacancy.
  2. If no organizational unit layoff list exists or if such eligibles decline appointment or are not available, the one (1) employee highest on the layoff list for that department in that job class series will be certified for the vacancy.
  3. If no departmental layoff list exists or if such eligibles decline appointment or are not

available, the one (1) employee highest on the layoff list of other agencies for the same job class series will be certified for the vacancy.

4. The order for return from layoff will be the inverse of the order of layoff, i.e., super seniority employees first, followed by the other employees in descending order of points. If two (2) or more laid-off employees in the same job class series have identical layoff points, the job will be offered first:

- a. To the employee who meets the legal definition of veteran for purposes of veterans' preference.
- b. To the employee who has the most months, or parts thereof, of permanent/probationary State classified service
- c. To the employee who has been on layoff the longest.
- d. In any case that cannot be determined by the application of a. through c. above, it will be at management's discretion to determine which of two (2) or more laid-off employees to recall.

5. The parties recognize the obligation to make good faith efforts to re-employ laid-off employees.

It is not until all laid-off employees from the bargaining unit have been certified one (1) at a time and are not available or otherwise decline the position that the position will be open for recruitment.

6. An employee may submit a statement restricting the conditions under which the employee will be available for recall. These conditions are limited to department, location, maximum of three job classes within a job class series and status of employment with one (1) exception: in instances in which a job class has formal, distinct options under one (1) job class title and is so certified on the vacancy announcement, recall rights may be restricted to specific options (other than from which laid off) by the employee. The Employer will request information concerning restrictions of conditions of availability from each employee at the time of layoff. An employee who wishes to expand layoff rights from a job class to the job class series may designate up to three job classes within the job class series (that may include the class from which laid off) at a level equal to or lower than the job class from which laid off.

7. If an employee does not file a written statement concerning restrictions of conditions of availability, the Employer will place the employee on layoff status for the job class, location of the position, department and position status from which laid off.

8. A laid-off employee who receives a recall offer consistent with the employee's designated conditions of availability must accept that offer or lose all layoff rights except an employee who accepts recall to the lower classes of the three job classes in a job class series retains layoff rights to the higher level position.

9. For any recall from layoff that entails a change of duty station, the employee may be responsible for any travel or moving expenses incurred, at the discretion of the appointing authority.

B. Applications for job classes other than that from which laid off.

1. For purposes of applying for other job classes, a probationary or permanent employee in layoff status will be treated as if still working, and may apply for any position.

- a. An employee may request to be treated as a rehire for lower level jobs in the same class series in the same manner as a current employee.
- b. A laid-off employee may request to be treated as a transfer for a parallel job class with the advance approval of the Director of the Division of Personnel & Labor Relations.
- c. In all cases a laid-off employee will be listed as a member of the bargaining unit.
- d. Applications will not be accepted for job classes from which an employee resigned in lieu of dismissal and was not recommended for rehire in the classification.
- e. Employees laid off from single position organizational units will be considered to have rehire rights to job classes in the Supervisory Unit:

1. That are parallel or closely related to the job class from which laid off, as these are determined by the Director of the Division of Personnel & Labor Relations. Requests for determination must be submitted to the Director in writing through the Division of Personnel & Labor Relations Classifications Manager of the employing department no later than thirty (30) days after written notice of layoff, or on the effective date of layoff, whichever is later. Rehire rights will extend for two (2) years following the Director's determination that the subject job classes are closely related or parallel; or,

2. In which previously employed, provided that the Employee had maintained a mid-acceptable level of performance in the prior job class. In order to be placed on the rehire list for job classes in which previously employed, the Employee must request placement prior to the effective date of layoff through written request to the Division of Personnel & Labor Relations Classifications Manager of the employing department. Rehire rights will extend for two years following the effective date of the layoff.

~~C. Special Recruitment Procedures Under Severe Reductions in Force~~

~~1. On a monthly basis, as provided by Article 9.8, the State will certify the number of Bargaining Unit Members in layoff status. If during the surveyed month, reductions in force have generated a group of employees in layoff status equal to 0.75% of the total number of positions in the bargaining unit the State will close open recruitment for the following three months.~~

~~2. Closure of open recruitment will be implemented as follows:~~

~~a. All positions in the bargaining unit that are not filled by individuals in layoff status returning to positions in their job class series, will be recruited through the State Recruitment System currently known as Workplace Alaska (WPA).~~

~~b. Bargaining unit Positions on WPA will be listed for a minimum of 5 work days.~~

~~c. All positions listed in WPA will specifically include the minimum required~~

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~~qualifications and the essential functions required to be performed.~~

~~d. WPA will accept applications from all interested parties following normal procedures.~~

~~e. During the 5 work day period, only those applications submitted by employees in layoff status will be made available for consideration to the hiring manager.~~

~~f. The hiring manager must select an applicant from the pool or certify that no one in the pool meets the minimum qualifications and can perform the essential functions of the position.~~

~~g. If the hiring manager determines that there are no qualified applicants in the pool, the applications from individuals who are not in layoff status will be made available to the hiring authority for review.~~

~~h. Determinations on meeting the minimum qualifications and performing the essential functions of the position will be at the discretion of the Employer and can only be redressed through the complaint procedure contained in Article 10.1 of this Agreement.~~

**D. Medical Leave Bank and Health Benefits**

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

2. The Employer will provide an additional thirty (30) calendar days of health insurance coverage for laid-off employees commencing with the first day of layoff status.

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

**17.6 Return of a Laid-Off Employee.**

An employee who has accepted a position for an interim period at a lower salary range than that from which laid off, who is then returned to the salary range from which laid off, is entitled to a step placement based on creditable State service or such higher step as approved in advance by the Director of the Division of Personnel & Labor Relations.

**17.7 Duration of Eligibility.**

Layoff: Three (3) years from the date of layoff from the classification in which the employee earned layoff rights. However, eligibility will end when the employee applies for and is appointed to retirement.

**17.8 Termination of Layoff Rights.**

Termination of an employee's layoff rights will occur when:

A. Employee declines an offer of re-appointment for any reason without regard to the conditions set forth in their "Conditions of Layoff" form.

Whenever a Bargaining Unit Member submits a statement restricting the conditions under which the Bargaining Unit Member will be available for employment, the name will be withheld from all certifications that do not meet the conditions specified. A Bargaining Unit Member may file a written statement at any time during the duration of eligibility modifying a prior statement as to conditions under which the Bargaining Unit Member will be available

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for employment. No such change will be made without prior written notice to the Director of the Division of Personnel.

- B. If the employee is appointed to a job class at the same or higher job class from which layoff occurred.
- C. The employee files application for PERS retirement contribution refund.
- D. If the employee fails to respond to a written recall notice within the specified timeframes.
- E. If the employee fails to promptly notify the State in writing with changes to their contact information. For this purpose the return of a letter by the postal authorities, if properly addressed to the last address of record, is sufficient grounds for termination of layoff rights.

TA Kent  
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## ARTICLE 18 - RECRUITMENT

### 18.1 Lists.

A. The Director of the Division of Personnel & Labor Relations or any person to whom the Director has delegated this authority will establish and maintain the following lists for use in the Supervisory bargaining unit and they will be defined as:

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1. ~~A Layoff lists are~~ defined as a lists of all permanent and probationary employees in layoff status in a job class or job classification series who have expressed a willingness to work in the location and department ~~or agency where the a~~ vacancy exists. ~~Separate layoff lists exist for each organizational unit, each department, and for all agencies statewide.~~

2. Promotional Lists: Lists of all permanent employees who have applied for a recruitment under the State's recruitment system, met all prerequisites and have passed all tests of fitness required by the Employer for consideration to be appointed in the job class. Lists may be departmental or interdepartmental. Any Bargaining Unit Member may refuse a promotion to a higher grade or range.

3. Open-Competitive Lists: Lists of all candidates who have applied for recruitment under the State's recruitment system, met all prerequisites and have passed all tests of fitness required by the Employer for consideration to be appointed in a job class.

B. Transfers and rehires: Employees may apply for transfer or rehire using the State's recruitment system. Rehire rights are defined in section 18.058 of this Agreement.

C. Employees in the bargaining unit who have permanent status, veteran's status, or qualify as an underutilized candidate will appear on eligible lists with their status clearly marked.

D. Promotional lists and open-competitive lists will be open for inspection by an APEA/AFT representative. Confidentiality of information regarding non-Bargaining Unit Members will be respected and such information will not be open for inspection.

### 18.2 Application of Lists.

A. Should the appointing authority choose to work a departmental or interdepartmental promotional list, first consideration and an opportunity to interview will be given to a minimum of five (5) employees in the bargaining unit who hold permanent status, provided at least five (5) employees have met the minimum qualifications and are eligible for consideration.

B. Should the appointing authority choose to work the open-competitive list, first consideration and an opportunity to interview will be given to a minimum of five (5) employees in the bargaining unit who hold permanent status, provided at least five (5) employees have met the minimum qualifications and are eligible for consideration.

C. Interim and Experimental Procedures. Notwithstanding the provisions of this Article, the parties agree that the Director of the Division of Personnel & Labor Relations may authorize and establish the use of interim and experimental selection and hiring procedures or devices if the Director determines that the use of those procedures or devices is in the best interest of the State, and the "Hiring Practices and Procedures Labor Management Committee" agrees with their use. At least forty-five (45) days prior to implementation, the Director will notify the APEA/AFT of the proposed interim or experimental procedures and devices.

Large scale changes affecting a substantial number of positions or job classes in the bargaining unit may require the negotiation of a letter of agreement addressing mandatory subjects of bargaining.

**18.3 Subfills.**

This Section applies to subfills as defined in Article 1.2.P5.

- A. Any employee who is given a subfill appointment, subsequent to the signing of this Agreement, in a higher range than the employee's own will receive full credit for the time served in the form of a report to be placed in the employee's personnel file. An employee as provided above who subfills a position in a higher range than the employee's own, and performs the duties of the higher range will, commencing with the second (2nd) day, be paid at the rate of the higher range. The Employer agrees that, upon request by an APEA/AFT representative, the Employer will open a position currently being subfilled to competitive selection from among qualified applicants.
- B. Any employee who receives a subfill appointment will be advised in writing as to the conditions of the subfill appointment.

**18.4 Transfer.**

- A. An employee, except a provisional employee, may request a transfer by applying for a position, in the same class or a parallel job class, through the State's recruitment system. The hiring authority may effect the hire of a transferee without soliciting or accepting applications or considering other applicants.
  - B. The status, step placement and all accrued employee benefits of a transferred employee will remain unchanged and the length of service with the State will remain unbroken.
  - C. A transfer to be effected for the "Good of the Service" without the voluntary consent of the employee must be approved by the Director of the Division of Personnel & Labor Relations. For purposes of this Section any movement within an agency that entails neither a change in job class nor a change of location outside the local geographic area will not be considered a transfer.
  - D. For purposes of this Section, an employee's request for transfer does not necessitate the approval of the employee's supervisor; and an employee's supervisor cannot have an employee's name removed from the eligible list as a transfer.
  - E. An employee may be appointed to a job class at the same range as the employee currently holds in which the classes are not parallel by applying through the State's recruitment system and being selected for the position. Such action will not be considered a transfer for purposes of this Section. An employee accepting such appointment will remain at the same step in the range and all accrued employee benefits will remain unchanged and the length of service with the State will remain unbroken, except that the employee will serve a new probationary period and have a new anniversary date.
- The parties agree that an employee with permanent status who accepts such an appointment may not be dismissed from State service without rights of appeal through arbitration.

### 18.5 Rehire.

- A. A current employee who separated from a job class in good standing while holding a permanent or probationary appointment may be appointed in the same class of position by applying for the position through the State's recruitment system and being selected by the appointing authority without consideration of other applicants, provided such reappointment takes place within two (2) years from the employee's date of separation from the job class.
- B. A current employee who separated from a job class in good standing while holding a permanent or probationary appointment may be appointed in the same classification without soliciting or accepting applications or considering other applicants, provided such reappointment takes place within two (2) years from the employee's date of separation from the job class. Upon advance approval of the Director of the Division of Personnel & Labor Relations this right may be applied for in positions in a parallel class or a lower class in the same series provided such reappointment takes place within two (2) years from the employee's date of separation from the job class series or parallel job class.
- ~~C. Employees who separated from State service in good standing may request to have their names placed as unranked eligibles on certifications for parallel classes, the same class or lower classes in the series.~~
- ~~D. This provision will not apply to retirees who are eligible to be rehired pursuant to HB 161, in those instances, the position will be filled through the competitive process.~~

### 18.6 Probationary Period.

The probationary period will be regarded as a part of the examination process that will 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 will be retained and given permanent status in the job class at the end of this applicable probationary period. Employees who, in the judgment of the Employer, have not or will not satisfactorily pass the probationary period will not be retained in the job class. The fact that an evaluation may be late will not delay the transition from probationary to permanent status.

- A. Duration: The probationary period for employees at range 13 and below will be six (6) months.

Employees in ranges 5 through 13 who, in the judgment of the Employer, have satisfied the requirements for completion of the probationary period may, with the written approval of their division Director, be made permanent on the ~~sixteenth (16th) day of any month~~ first day of the pay period following completion of three (3) months of probationary service.

The Employer may, after written mutual agreement with the employee, extend the probationary period of an employee in ranges 5 through 13 for a period not to exceed three (3) months.

The probationary period for employees at range 14 and above will be twelve (12) months.

Employees at range 14 and above who, in the judgment of the Employer, have satisfied the requirements for completion of their probation may, at the discretion of the Employer, be made permanent on the ~~sixteenth (16th) day of any month~~ first day of the pay period following six (6) months of probationary service.

- 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 be granted probationary credit for actual time worked in the lower position. Upon successful completion of probation in the higher position, the employee shall be considered as having permanent status in the lower classification. If such an employee is notified of failure to complete the probationary period in the higher classification, the employee shall be returned to a vacant position in the classification which the employee left. In the absence of a vacant position that the Employer intends to fill, the employee will be placed in layoff status with rights of laid-off employees under Article 17.5.
- C. Upon promotion, upon rehire or upon appointment to a position at the same or lower salary range that is in a different class series and is not parallel, an employee will serve a new probationary period and establish a new anniversary date.
- D. Employees returning from layoff to the same job class or lower job class in the same class series will not be subject to the probationary period except to complete any incomplete probationary period.

### **18.7 Permanent Appointments.**

Permanent status in State service will be attained with satisfactory completion of the initial probationary period.

There will be a probationary period except as otherwise provided in the Agreement. Permanent status in the job class will 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;
- | 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. Employees retained longer than the ten (10) working days past the end of the probationary period will be considered to have attained permanent status. Every effort will 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 thereby.

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.

### **18.8 Resignation and Demotion.**

#### **A. Resignation**

##### **1. Resignation from State Service**

An employee may resign from the State by presenting the resignation in writing to the employee's supervisor outside the bargaining unit. To resign in good standing the

employee must give the supervisor at least ~~fourteen (14) calendar~~ (10) working days notice. After such resignation has been presented it may be withdrawn only by mutual agreement of the parties.

## 2. Resignation from a Position

An employee may resign from a position to accept appointment to another position in the classified service by submitting written notice to the employee's supervisor outside the bargaining unit. An employee may withdraw such resignation at any time prior to its effective date unless an appointment to the position has been made.

## B. Demotion

### 1. Involuntary Demotion

- a. An appointing authority may demote an employee holding permanent status in the job class from which demoted only for just cause. The demoted employee will be furnished with a statement in writing setting forth reasons for the demotion.
- b. An employee holding permanent status in State service but serving a new probationary period in another class may be demoted after notice of unsatisfactory performance without right of appeal of the demotion. In the absence of a vacant position that the Employer intends to fill in the previous classification, the employee will be placed in layoff status with the rights of laid-off employees under Article 17.5.

If the employee is dismissed from State service rather than demoted, the employee may appeal only the dismissal from the position in which they held permanent status. The appeal would follow the grievance procedure outlined in Article 10.

Every effort will be made to notify the employee that the probationary period will not be successfully completed at least ~~fourteen (14) calendar~~ (10) working days prior to its expiration. Whatever the reason, failure to give ~~fourteen (14) calendar~~ (10) working days notice does not mean that the employee gains permanent status thereby.

### 2. Voluntary Demotion

- a. An employee holding permanent status in a class may request a voluntary demotion to a lower class in the same class series and will retain permanent status in the lower class. Prior to making an appointment to a position in a lower class not in the same class series the appointing authority may ask the Director of the Division of Personnel & Labor Relations to determine if the lower class is closely related and can be considered the same class series.
- b. An appointment to a lower class not in the same or closely related class series will not be regarded as a voluntary demotion. An employee will be selected from a certification and will be subject to the applicable probationary period in the lower class and will have a new merit anniversary date established.

### 3. Demotion Through Reclassification

An employee whose position is reallocated downward and receives a demotion as a result thereof will be paid in accordance with 24.8 and the employee's status will remain unchanged.

### 4. Demotion in Lieu of Layoff

An employee who accepts a demotion in lieu of layoff will be subject to the provisions of 18.8.B.2.

**18.9 Performance Evaluations.**

- | A. Employees in the bargaining unit on probationary status will receive written performance evaluations midway through and at the completion of the probationary period.
- | B. Evaluations will become due fifteen (15) calendar days prior to the merit anniversary date, the mid-probationary period, and upon completion of probation, and the Employer will make every effort to see that the evaluations are received in a timely manner. In the event the evaluation has not been received within sixty (60) calendar days of when it was due, the Bargaining Unit Member will receive a written explanation from the division Director stating the reasons for the lateness.
- | C. It will be the responsibility of the Employer to provide for uniformity of the application of standards by different rating officers by providing training and a "Rater's Guide" to supervisors who have the responsibility of evaluating Bargaining Unit Members.
- | D. The evaluation will be reviewed by the rater with the employee. Employees will not be required to complete the Performance Evaluation Report that is processed.
- | E. Nothing in this article will prohibit the State from providing a permanent employee a performance evaluation. Permanent employees may request a written performance evaluation at reasonable intervals.
- | F. Nonpermanent employees in the bargaining unit employed for more than thirty (30) consecutive days will receive a written evaluation that will be reviewed by the rater with the nonpermanent employee. The evaluation is to become part of the nonpermanent employee's records.
- | G. Any Bargaining Unit Member who is dissatisfied with a written evaluation may, prior to the finalization of that evaluation, make a written rebuttal that will become a part of the official personnel record. Personnel evaluations will be placed in the Bargaining Unit Member's personnel file.

**ARTICLE 19 - POSITIONS, CLASSIFICATIONS AND RECLASSIFICATIONS**

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*[Signature]*

It is the obligation of the Employer to establish and maintain a classification system and a pay plan. The pay plan will include the principle of like pay for like work. All positions subject to this Agreement will be classified on the basis of job duties and responsibilities. The procedures outlined in this Article will be the only method of settling any dispute concerning substantive classification matters.

**19.1 Review of Individual Positions.**

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

The Union will submit a request for review to the Director of the Division of Personnel. The request for review will include an electronic statement of duties provided on forms obtained from the Division of Personnel web site. The employee will complete the statement of duties describing the duties and responsibilities performed.

The Division of Personnel will review the employee's duty description with the department as part of a position analysis. A final position description will be completed to reflect the actual duties assigned and performed. The completed PD will be reviewed in conjunction with existing class specification for proper request, the Director Personnel will render a decision and notify both the department and the Union.

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

If an individual is reclassified through the application of this Article, the employee may be granted early permanent status, subject to the provisions of the Collective Bargaining Agreement.

If the Director of the Division of Personnel determines that the position should be upgraded but funds are not available the employing department will immediately restrict the duties to be consistent with the classification at the funded level.

In the event that a position is determined to be reclassified to a higher range, the effective date of the reclassification will be sixty (60) days prior to the filing of an appeal under this section or the date a PDQ was submitted by the Employee requesting the reclassification whichever is shorter.

**19.2 Class or Class Series Studies.**

- A. APEA/AFT may request in writing from the Manager of Classification, Division of Personnel, copies of documents that show the basis on which a class or class series was established and the basis for the salary range assignment. The Manager of Classification will promptly provide APEA/AFT with the requested information.
- B. When in the opinion of APEA/AFT, inequities exist in class series, between classes or the salary ranges assigned to such series, APEA/AFT may submit a written request to the Manager of Classification for a study of the series and/or salaries. The request will contain, to the extent known to APEA/AFT, documented information regarding duties and/or salaries that would justify a study. The Manager of Classification will meet with APEA/AFT within ten (10) working days from receipt of such a request so that the parties can discuss the potential scope and timetable for a study. The Manager of Classification will then establish the scope and timetable for the study. APEA/AFT will be permitted access to and copies of

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all documents, surveys, and findings resulting from the study, except for information secured from parties in confidence, such as salary rates for a private firm or the collective bargaining plans of a public employer. An APEA/AFT representative may be present during any desk audits that may be performed in connection with such a study. A decision to perform a class study will not be unreasonably denied.

C. APEA/AFT may appeal in writing the findings of the Manager of Classification to the Director of the Division of Personnel within ten (10) working days. The Director of the Division of Personnel will render a decision within thirty (30) working days

D. APEA/AFT may request not more than three (3) studies of significant substance under B. above in any twelve (12) month period. No more than one (1) request may be processed for the same class or class series during the term of the Agreement.

**19.3 Access to Position Descriptions.**

Upon request, each Bargaining Unit Member will promptly be given a copy of their position description.

**19.4 Reclassification.**

When a position is reclassified upward the senior Bargaining Unit Member with recall rights to the position will be certified unless the incumbent of the position to be reclassified was performing the duties of the new position prior to the date of the layoff of the member with recall rights to the job class.

**ARTICLE 20 - EDUCATIONAL ADVANCEMENT AND TRAINING**

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- A. The Employer, under this Agreement, recognizes the respective career disciplines that exist within this bargaining unit and the employees' desire to keep current in their fields as well as further their career levels and capabilities. The Employer recognizes its responsibilities to employees for maintenance and development within their areas of expertise or job orientation through Employer-sponsored educational opportunities. To this end and subject to available funds, the Employer will evaluate each employee's training needs in the annual performance evaluation and encourage all employees to participate in identified job related training. Reimbursement for all or part of the costs incurred may be obtained, provided that such career improvement training or education is job related, has prior approval of the Employer, and fiscal resources are available. Career improvement training or educational opportunity of less than ten (10) working days duration approved by the Employer, will normally be at no loss of leave or pay. Courses extending more than ten (10) working days are subject to cooperative Employer-employee financial and leave arrangements, including the retention of accrued leave when approved by the Employer.
- B. On-the-job training and cross training will be encouraged whenever practicable. Assignment of training opportunities will be made as equitably as possible within fiscal and staff limitations.
- C. The Employer agrees to designate a resource person from each department who will be available for employee contacts regarding current job training opportunities. APEA/AFT will be provided with a list of those designated as resource persons.
- D. The Employer, to encourage employees to seek additional education and/or specialized training, agrees that when and wherever operationally practicable the Employer will continue to make necessary adjustments to the employee's shift schedules to permit attendance for educational pursuits.
- E. The Employer will encourage and may provide work time at least two (2) employees at each work site to be trained in First Aid and CPR.
- F. Upon application for other State classifications, employees may receive credit for attending job related State-sponsored training.
- G. The parties will meet and confer on methods for ensuring that all supervisors have access to training sponsored by the Supervisory Training Program Labor-Management Committee.
- H. Union-sponsored training will be considered as hours of work towards fulfillment of the workweek defined in Article 25.1, but will not count toward overtime premium pay for those eligible employees. Such training will be approved by the supervisor after determining that the training is work-related.
- I. Supervisory Training Committee. This Committee will have an annual budget of \$50,000 to provide training to Bargaining Unit Members, subject to legislative funding. Such training will be recommended by the Committee and is subject to approval by the Commissioner of Administration. Funds are intended to be used to provide training in-state and will not be used for out-of-state travel.