

TA Kunt 12/16

ARTICLE 21 - EXAMINATION OF RECORDS

*[Handwritten signature]* 12/16/09

**21.1 Member Review.**

A Bargaining Unit Member will have the right to examine his or her personnel files. Reasonable requests for copies of material contained in personnel files will be honored. Upon written request to the division Director, derogatory material may be removed after two (2) years. In the event the requested material is not removed, the Bargaining Unit Member will be informed in writing of the reasons why and the conditions necessary for its removal. Denials of requests made pursuant to this Section are not subject to the complaint-grievance-arbitration procedure provided for in Article 10.

**21.2 APEA/AFT Review.**

The APEA /AFT Representatives, with the Bargaining Unit Member's written permission, will have the right to examine the Bargaining Unit Member's personnel file upon notification to the Employer. The Employer will make available original or copies of the original records for examination by the APEA/AFT Representative at the place where the records are kept.

**21.3 Secret Files.**

No secret files will be kept on any employee or nonpermanent.

TA Book Kurt BJ [Signature]  
ARTICLE 22 - EMERGENCY PERSONNEL Now 12/16/09

It is understood that from time to time the Employer has a need to place emergency personnel on the payroll. Emergency personnel are those in pay status for no more than thirty (30) calendar days in any emergency situation. It is agreed that emergency personnel are not members of the bargaining unit and are therefore not covered under the terms of this Agreement.

Further, it is agreed that Personnel Rule 2 AAC 07.190, Emergency Appointments will continue in full force and effect.

The Employer agrees that emergency hires will not be made to circumvent the State's normal hiring processes, to delay the return of seasonal employees, or otherwise displace a Bargaining Unit Member.

Emergency personnel as defined in this Article will appear on the monthly personnel listings of all Supervisory employees as provided for in this Agreement. Such listing will designate by code which employees are emergency personnel for that period of such listing.

**ARTICLE 23 - SUPERVISORY RESPONSIBILITIES**

**23.1 Contract Administration.**

It will be the responsibility of each Bargaining Unit Member, to the extent assigned to do so, to administer the collective bargaining agreements between the State of Alaska and subordinate members of bargaining units in a manner consistent with policies, interpretations and guidelines established by the Employer. Failure of a Bargaining Unit Member to properly exercise assigned supervisory responsibilities will be grounds for disciplinary action.

**23.2 Privileged Information.**

Security of confidential and privileged information is a requirement of satisfactory performance of supervisory duties and responsibilities.

For the State:

TA Kurt  
Date: 12/15

For the Supervisors:

BJ [Signature]  
Date: 12/15/09

ARTICLE 24 - WAGES

TA ID  
4/1/10  
[Signature]

24.1 Wages.

1. Effective July 1, 2010, the wage scales in effect on July 1, 2009, will increase by 2%. The wages in effect on July 1, 2009 are noted in the Division of Finance Web site.
2. Effective July 1, 2011, the wage scales in effect on July 1, 2010, will increase by 2%.
- 3.—Effective July 1, 2012, the wage scales in effect on July 1, 2011, will increase by 2%.

NOTE: Wage tables (Overtime ineligible and Overtime eligible) can be found at the Division of Finance website:

<http://fin.admin.state.ak.us/dof/payroll/index.jsp>

**24.2 ~~Service Steps~~ Pay Increments**

Pay increments, computed at the rate of 3.75% of the employee's base salary, shall be provided after the employee has remained in the final steps within the given range for two years, and every two years thereafter, if, at the time the employee becomes eligible for the increment, the employee's current annual rating by the employee's supervisor is designated as "acceptable or better."

If a pay increment is delayed due to an untimely performance evaluation, upon receipt of the evaluation with an annual rating of "acceptable or better", the pay increment will be granted retroactive to the employee's pay increment anniversary date (i.e., the date on which the employee had served two years in either the final merit step or the previous pay increment).

(Note: change reflects Article 24.2 amendment in LOA 09-SS-037 dated 11/4/08)

- ~~An employee who has served two years at Step F will advance to Step J.~~
- ~~An employee who has served two years at Step J will advance to Step K.~~
- ~~An employee who has served three years at Step K will advance to Step L.~~
- ~~An employee who has served two years at Step L will advance to Step M.~~
- ~~An employee who has served four years at Step M will advance to step N.~~

**24.3 Geographic Differentials**

The following pay differentials are approved as an amendment to the basic pay plan provided for in Section 24.1.

<u>Illustrative Place Names and Duty Stations</u>	<u>House Election Districts</u>	<u>Percentage Above Basic Pay Plan</u>
Ketchikan	1	
Wrangell/Petersburg	2	
Sitka	3	
Juneau	4	
Haines/Skagway/Yakutat	5	5.0%
Gordova/Valdez/Glennallen	6	11.0%
Palmer/Wasilla	7	
Anchorage	8	
Seward	9	

State Package Proposal

Kenai/Cook Inlet	10	
Kodiak	11	9.0%
Aleutian Island	12	27.0%
Bristol Bay	13	27.0%
Bethel	14	38.0%
Yukon/Kuskokwim	15A	30.0%
Nenana	15B	20.0%
Fairbanks	16A	4.0%
(South of Arctic Circle)		
Delta (Duty Station)	16B	16.0%
Tok (Duty Station)	16B	16.0%
Fort Yukon	16C	42.0%
(North of Arctic Circle)		
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.

<u>Duty Station</u>	<u>Percentage Above Basic Pay Plan for Fiscal Year 11</u>	<u>Percentage Above Basic Pay Plan for Fiscal Year 12</u>	<u>Percentage Above Basic Pay Plan for Fiscal Year 13</u>
Anchor Point	0%	0%	0%
Anchorage	0%	0%	0%
Anchorage Intl. Airport	0%	0%	0%
Aniak	30%	40%	50%
Anvik	30%	40%	50%
Auke Bay	0%	2%	5%
Barrow	42%	46%	50%
Bethel	38%	44%	50%
Camp Carroll	0%	0%	0%
Cantwell	30%	0%	0%
Chena River	4%	<del>0%</del> 3% J RD	<del>0%</del> 3% J RD
Chignik	27%	39%	50%
Chitina	11%	0%	0%
Cold Bay	27%	39%	50%
Cordova	11%	11%	11%
Craig	0%	0%	0%
Deadhorse	42%	46%	50%
Delta Junction	16%	0%	0%
Denali	0%	0%	0%
Dillingham	27%	32%	37%
Douglas	0%	2%	5%
Dutch Harbor	27%	44%	60%
Eagle	4%	0%	0%
Eagle River	0%	0%	0%
Eielson AFB	4%	<del>0%</del> 3% J RD	<del>0%</del> 3% J RD
Elfin Cove	5%	0%	0%
Elmendorf AFB	0%	0%	0%

State Package Proposal

<u>Emmonak</u>	<u>30%</u>	<u>40%</u>	<u>50%</u>
<u>Fairbanks</u>	<u>4%</u>	<u>3%</u>	<u>3%</u>
<u>Finger Lake</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Fort Richardson</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Fort Wainwright</u>	<u>4%</u>	<u>3%</u>	<u>3%</u>
<u>Fort Yukon</u>	<u>42%</u>	<u>37%</u>	<u>37%</u>
<u>Galena</u>	<u>30%</u>	<u>34%</u>	<u>37%</u>
<u>Girdwood</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Glennallen</u>	<u>11%</u>	<u>0%</u>	<u>0%</u>
<u>Gustavus</u>	<u>5%</u>	<u>0%</u>	<u>0%</u>
<u>Haines</u>	<u>5%</u>	<u>0%</u>	<u>0%</u>
<u>Harding Lake</u>	<u>4%</u>	<del>0%</del> 39% <i>AK</i>	<del>0%</del> 39% <i>AK</i>
<u>Homer</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Hoonah</u>	<u>5%</u>	<u>0%</u>	<u>0%</u>
<u>Juneau</u>	<u>0%</u>	<u>2%</u>	<u>5%</u>
<u>Kenai</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Ketchikan</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>King Cove</u>	<u>27%</u>	<u>39%</u>	<u>50%</u>
<u>King Salmon</u>	<u>27%</u>	<u>39%</u>	<u>50%</u>
<u>Klawock</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Kodiak</u>	<u>9%</u>	<u>11%</u>	<u>11%</u>
<u>Kotzebue</u>	<u>42%</u>	<u>51%</u>	<u>60%</u>
<u>Kulis ANG Base</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Mackenzie Point</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Matanuska</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>McGrath</u>	<u>30%</u>	<u>34%</u>	<u>37%</u>
<u>Mount Edgecumbe</u>	<u>0%</u>	<u>5%</u>	<u>5%</u>
<u>Nancy</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Nenana</u>	<u>20%</u>	<u>0%</u>	<u>0%</u>
<u>Ninilchik</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Nome</u>	<u>34%</u>	<u>37%</u>	<u>37%</u>
<u>Palmer</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Pelican</u>	<u>5%</u>	<u>0%</u>	<u>0%</u>
<u>Petersburg</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Port Moller</u>	<u>27%</u>	<u>39%</u>	<u>50%</u>
<u>Saint Marys</u>	<u>30%</u>	<u>40%</u>	<u>50%</u>
<u>Sand Point</u>	<u>27%</u>	<u>39%</u>	<u>50%</u>
<u>Seward</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Sitka</u>	<u>0%</u>	<u>5%</u>	<u>5%</u>
<u>Skagway</u>	<u>5%</u>	<u>0%</u>	<u>0%</u>
<u>Soldotna</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Sterling</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Sutton</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Talkeetna</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Tazlina</u>	<u>11%</u>	<u>0%</u>	<u>0%</u>
<u>Tenakee Springs</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Tok</u>	<u>16%</u>	<u>0%</u>	<u>0%</u>
<u>Unalakleet</u>	<u>34%</u>	<u>42%</u>	<u>50%</u>
<u>Unalaska</u>	<u>27%</u>	<u>44%</u>	<u>60%</u>
<u>Valdez</u>	<u>11%</u>	<u>11%</u>	<u>11%</u>
<u>Wasilla</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Whittier</u>	<u>11%</u>	<u>0%</u>	<u>0%</u>

<u>Willow</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Wrangell</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>Yakutat</u>	<u>5%</u>	<u>0%</u>	<u>0%</u>

In the event that a Bargaining Unit Member's duty station is not included in the above table, the Director of the Division of Personnel & Labor Relations shall determine the appropriate geographic differential for that member.

Where a Bargaining Unit Member's geographic differential is lowered during the term of the Agreement, the salary of the affected Bargaining Unit Member will be frozen for so long as they remain at their current duty station or until salary increases or changes in the Bargaining Unit Member's position result in the member receiving a higher salary than the frozen amount.

A. In those instances where a geographic differential was lowered effective January 1, 1987, the salaries of affected Bargaining Unit Members except in the case of a demotion, will be frozen for so long as they remain in their current geographic differential area, or until salary increases or changes in the Bargaining Unit Member's position result in the member receiving a higher salary than the frozen amount. In the case of a demotion, the member's geographic differential will be frozen at the rate in effect prior to implementation of the study.

B. In the event AS 39.27.020 "Pay step differentials by election district and in other states" is amended, modified or abolished, the provisions of AS 39.27 regarding pay step differentials as so amended, modified or abolished will replace Article 24.3 Geographic Differentials on the effective date of the changes with the following exceptions.

In those instances in which the geographic differential of a current Bargaining Unit Member is lowered by incorporation of the provisions of AS 39.27 under this section, the salaries of affected Bargaining Unit Members (except in cases of demotion) will be frozen for the life of the Agreement so long as they remain in their current geographic differential area, or until salary increases or changes in the Bargaining Unit Member's position result in the Member receiving a higher salary than the frozen amount. In the case of a demotion, the Member's geographic differential will be frozen for the life of the Agreement at the rate in effect prior to incorporation of the provisions of AS 39.27 into this Agreement.

C. Effective July 1, 2007, when a subordinate employee in the same geographic location as their supervisor is paid a geographic differential, other than statutory Alaska residency differential provided pursuant to AS 23.240.210 (a), the geographic differential specified in the subordinate's collective bargaining agreement shall be applied to the supervisor.

D. Effective July 1, 2008, employees whose duty station is Spring Creek Correctional Center (SCCC) and who supervise a member of the Alaska Correctional Officers Association (ACOA) shall, upon the completion of one (1) consecutive year worked, be paid the equivalent of one (1) step above the earned step on the applicable salary schedule.

Employees whose duty station is SCCC and who supervise a member of the ACOA shall, upon the completion of two (2) consecutive years worked, be paid the equivalent of two (2) steps above the earned step on the applicable salary schedule. Employees who have earned placement at the final step in the range shall receive the equivalent of the appropriate step increase established above.

Employees who are reclassified or accept a promotion, demotion, or other personnel action that results in a change of position shall be returned to the earned step prior to determining step placement in the new classification or position.

#### **24.4 Swing and Graveyard Shift Differentials.**

A. All Bargaining Unit Members 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 salary as established by this Article for all hours worked in each such shift.

B. All Bargaining Unit Members 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 salary as established by this Article for all hours so worked in each such shift.

C. All Bargaining Unit Members who work a shift originally assigned to another Bargaining Unit Member will be paid the appropriate shift differential that the other Bargaining Unit Member would have been paid.

D. Except in emergencies, a Bargaining Unit Member's shift will not be changed without at least five (5) working days notice prior to the effective date of the change.

#### **24.5 Weekend Differential Pay for Nurses.**

Effective July 1, 2008, overtime eligible Class One Nurses working in institutions with continuous operations shall be paid a premium of one dollar (\$1.00) per hour for each hour worked on the calendar days of Saturday and Sunday. Any partial hour worked shall be in fifteen (15) minute increments. The Employer shall include this type of differential pay in the computation of overtime.

Overtime ineligible Class One Nurses working in institutions with continuous operations shall receive this differential only when scheduled to work on the calendar days of Saturday and Sunday and these days fall within their normal 37.5 hour workweek.

#### **24.6 Hazard Pay.**

A. Effective the date this Agreement is signed, all Bargaining Unit Members who are required to work under dangerous conditions will receive hazard pay of 7.5 percent in four (4) hour increments so worked.

Dangerous conditions will be defined as working at heights more than twenty-five (25) feet above the ground on towers, bridgework or antennas and handling explosives so designated by the Employer, transportation by and working under a helicopter, working from low-altitude, light fixed-wing aircraft (except pilots) and underwater diversings.

B. Effective July 1, 1984, employees not covered by the Peace Officers' Retirement System whose duties necessitate a significant amount of field work, travel, or exposure to hazardous working conditions will receive hazard pay on an hour-for-hour basis except when performing any duty that may be enumerated in paragraph 24.5.A.

The parties understand and agree that this is intended to apply to those positions that would have qualified under the standards found at 2 AAC 30.010 as published in Register 81, April 1982.

#### **24.7 Hourly Wages.**

A. Hourly rates may be computed from the semi-monthly rates established in Section 24.1.A and may be paid accordingly. Hourly rates will be computed by the following formula:

Hourly Rate:  $(\text{Semi-monthly rate} \times 24) / (\text{No. of hours per workweek} \times 52)$

B. Should the Employer institute a statewide biweekly pay period the salaries in Section 24.1.A will be computed by the following formula:

Biweekly Rate: Hourly rate  $\times$  75.

#### **24.8 General Pay Administration.**

A. **Beginning Salary:** The minimum rate of pay in the assigned salary range for a class will normally be paid upon initial appointment or hire. Any exception in the bargaining unit will require the prior approval of the Director of the Division of Personnel. All exceptions will be based on the following:

1. Advance step pay because of the exceptional qualifications of the appointee.
2. Advance step pay in classes specifically designated in writing by the Director of the Division of Personnel as being classes where recruitment is exceedingly difficult.

B. **Rehire Employees:** If a current employee, 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 18.8 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 two (2) years. If appointed above the beginning step of the range, the employee's merit anniversary date will be the sixteenth (16th) of the month following completion of one (1) year of service after rehire.

Pursuant to Section 18.8, if a current employee 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.

C. **Promoted Employees:**

1. An employee who has served one-half (1/2) or more of the time required to be considered for the next step increase will, 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 three (3) steps, whichever is greater.
2. An employee who has served less than one-half (1/2) of the time required to be considered for their next step increase will, upon promotion to a new 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.
3. If a Bargaining Unit Member in frozen pay status is promoted to a higher job class, the promotion will result in, at a minimum, a one (1) step real increase in compensation.
4. A promoted employee entering the new range at a service step will be treated as if that increment had been earned in the new range and granted further increments accordingly.
5. The promoted employee's entitlement to a two (2) step or three (3) step increase upon promotion will be determined in accordance with Sections 24.7.C.1 and C.2. The step on

the salary schedule that represents a two (2) or three (3) step increase, as appropriate, will be located on the promoted employee's former salary schedule. The employee will enter the new range at that step on the Supervisory schedule. When there is no match, the employee will be placed at the next higher step on the Supervisory schedule or at Step A, whichever is greater. If Labor, Trades and Crafts, the following formula will be used to determine the step increase: Hourly Wage x 81.25 = Semi-monthly Salary. This salary will be matched to the closest step, but not less than the current wage under the LTC agreement, in the new range and then the rules outlined in Sections 24.7.C.1 and C.2 will be followed.

6. Acting in a Higher Range: Any employee assigned in writing by his or her supervisor the full duties of a specific position in a higher range than the employee's own for more than ~~ten~~ (10) consecutive working 15 calendar days will, retroactive to the first (1st) day, be paid at the step of the higher range that would be appropriate in case of promotion. Upon commencement of full duties in the employee's regular position, the employee will return to the normal rate of pay.

After sixty (60) calendar days in such status, the Division of Personnel will be notified of the anticipated duration of the "acting" appointment.

It will not be a violation of this Agreement, nor cause for disciplinary action, should an employee decline to accept a prior written delegation of authority. Employees will be informed of the likely length of a delegation of authority at the time it is offered.

The parties agree and understand that employees assigned to act in a higher range pursuant to this section are entitled to leave benefits at the employee's normal rate of pay.

NOTE: For purposes of this subsection, Step means both service steps and performance steps.

D. Transferred Employee: An employee transferred from one (1) position to another position assigned to the same pay range and meeting the provisions of Section 18.10, will be appointed at the same step rate held prior to transfer and the employee's merit anniversary date will remain unchanged. Those moving to a position at the same pay range but not considered as a transfer will have a new probationary period and merit anniversary date and the step in the range will remain unchanged.

E.

1. Demotions: An employee who is demoted for just cause will enter the new range at no less than the step occupied in the higher range or such higher step as may be determined by the Director of the Division of Personnel.

2. Voluntary Demotions: An employee who receives a voluntary demotion will 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 higher step that may be determined by the Director of the Division of Personnel. An employee who receives a voluntary demotion except through reclassification will continue to receive salary, performance and service step increases received by other employees.

F. Reallocation of Position or Class

## State Package Proposal

1. The merit anniversary date and salary step assignment of an employee whose position is reallocated from one class to another class at the same salary range will remain unchanged.
2. An employee occupying a position that is assigned to a lower pay range or reallocated to a classification that carries a lower pay range and who continues in the same position will be treated as follows:
  - a. If the employee's current salary is the same as any merit step in the new range, the employee will enter the new range at that step.
  - b. If the employee's current salary falls within the lower range, but between merit steps, the employee's salary will remain frozen until that employee's next merit anniversary date at which time that employee will be placed at the next higher step.
  - c. If the employee's current salary exceeds the maximum of the new range, it will remain frozen until it is the same as any step or falls between steps that appear on the salary schedule at the lower range, whichever is earlier. Salaries that are frozen will 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 class to another may not be paid at a service 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 service step of the higher range will be counted as time served at Step F or a service step of the lower range.
3. Reclassification
  - a. If an employee is reclassified to a higher salary range based upon the work already being performed, the anniversary date and the step placement of the employee(s) in positions subject to the action will remain unchanged, unless the provisions of 24.8.C result in a higher increase, in which case the terms of 24.8.C will apply. However, if the terms of 24.8.C do apply, the employee will receive a new merit anniversary date in accordance with the Collective Bargaining Agreement.
  - b. If an employee is reclassified to a higher salary range based upon the work that they have not already been performing, their step placement will be determined in accordance with Article 24.5.C, General Pay Administration.

G. Appointments to a Position in a Lower Job Classification Not in the Same, Parallel, or Closely-Related Class: An employee who is appointed to a position in a lower job classification not in the same, parallel or closely-related class series shall 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. The employee shall serve a new probationary period in the lower class and shall have a new merit anniversary date established. This does not preclude an employee from receiving an advanced step placement based on creditable State service should the employee meet the established criteria.

## 24.9 Pay Procedures

A. Frequency of Pay Day: As soon as is feasible, payday shall be on a bi-weekly basis with direct deposit on Thursday or Friday. Until such time, Ppay day will be the 15th and the

last day of the month. If pay day falls on Saturday, Sunday or a holiday, the last working day before such Saturday, Sunday or holiday will be pay day. -The parties recognize that conversion to the bi-weekly pay schedule may require a subsequent letter of agreement.

B. Method of Receiving Payment:

1. Bargaining Unit Members will normally receive their pay at work. Bargaining Unit Members who are not at work by reason of being on leave or by being on travel status for a period anticipated to be five (5) working days or less following payday will be considered to have been paid timely if they received their pay on their first day back to work after such payday. In cases where anticipated leave or travel status exceed five (5) days it will be the responsibility of the Bargaining Unit Member to make alternate pay arrangements prior to departure.
2. Bargaining Unit Members may elect to have checks mailed to their homes or banks. Said election will be in writing by the Bargaining Unit Member.
3. Bargaining Unit Members may elect to receive their pay via direct deposit to participating institutions. Direct deposit will be requested and accomplished in accord with the procedures established by the Division of Finance, Department of Administration.

C. Itemized Deductions: The Employer will itemize all deductions on paychecks so Bargaining Unit Members can clearly determine the purposes for which amounts have been withheld.

D. Pay Shortages

1. The Employer will verify pay shortages exceeding twenty (20) dollars within five (5) working days following the receipt of a dated and written complaint by the Bargaining Unit Member. In the event that a pay shortage is determined to exist, the Employer will issue payment for the shortage within ten (10) working days of the date of verification. Verified pay shortages of less than twenty (20) dollars will be paid on the Bargaining Unit Member's next regularly scheduled paycheck.
2. Should the Employer go to a two (2) week pay system the following pay shortages system will be in effect:
  - a. The Bargaining Unit Member will notify the Employer of the pay shortage in writing within two (2) working days. The Employer will verify the pay shortage within three (3) working days from the time of notification. In the event that a pay shortage is determined to exist, the Employer will correct the pay shortage on the next regularly scheduled paycheck.
  - b. Should the Bargaining Unit Member not notify the Employer in writing as stipulated in 24.8.D.2.a the pay shortage procedure in 24.8.D.1 will be in effect.

E. Termination Pay. When a Bargaining Unit Member is separated from State service, their wages, less terminal leave and retirement contributions, become due immediately and will be paid during business hours no later than the fourth working day after termination. Personal leave becomes due and payable within thirty (30) days after separation from State service.

Personal leave will be calculated using the total number of accrued unused personal leave hours converted to the employee's hourly rate of pay on the date of separation.

F. Overpayments discovered after one (1) year from the time the overpayment was made will be forgiven by the Employer, unless the overpayment was the result of fraud, deception, or the employee's negligence.

G. In the event a Bargaining Unit Member's check is not received and a reissue request has been submitted by the Bargaining Unit Member, the Employer will issue the replacement check within five (5) calendar days.

#### 24.10 Sea Duty.

##### A. Definitions

1. "Sea Duty" in this Agreement means a period longer than twenty-four (24) hours during which a Bargaining Unit Member is engaged aboard a vessel and is living aboard a vessel (i.e., eating, sleeping, and working) while the vessel is away from the Bargaining Unit Member's port of engagement. The vessel will normally provide permanent and reasonable facilities for two (2) or more, including cabin, bunks, stove, cooking facilities, marine sanitation device, and fresh water.

2. "Shore Duty" in this Agreement is that time worked on shore while the vessel is tied up at a port.

3. "Port of engagement" in this Agreement means the place at which a Bargaining Unit Member is, at the direction of the Employer, engaged aboard a vessel.

B. Sea Duty Pay. This Section will apply to Bargaining Unit Members who are assigned to Sea Duty for more than twenty-four (24) consecutive hours.

1. Bargaining Unit Members on Sea Duty will be assigned an uninterrupted sleep period of eight hours in each 24 hours.

2. An uninterrupted meal period of not less than one-half or more than one hour will be allowed for each meal, not to exceed three (3) meals per day.

3. The hourly rate of pay while assigned to Sea Duty will be computed by the following formula:

$$\frac{\text{Semi-monthly salary} \times 0.00424}{(\text{Earning matrix } 0.344 \times \text{annualized hourly rate} \times \text{hrs reported})} = \text{Sea Duty Hourly Rate of Pay}$$

4. All hours of Sea Duty will be considered hours worked, therefore on:

a. Regular Duty Day: the Bargaining Unit Member will be paid eight (8) hours at the straight rate and sixteen (16) hours at the time and one-half (1-1/2) rate of Sea Duty Hourly Rate of Pay; and

b. Regular Day Off (6th and 7th day) and Non-Floating Holiday: the Bargaining Unit Member will be paid eight (8) hours at the time and one-half (1-1/2) rate and sixteen (16) hours at the double time rate of the Sea Duty Hourly Rate of Pay.

5. The normal accrual rates for personal leave and credit for nonfloating holidays will not be changed by this section.
6. Sea Duty Hourly Rates of Pay will not be used in the computation of overtime rates when the Bargaining Unit Member is not assigned to Sea Duty. Overtime pay during a workweek that includes Sea Duty will be paid on the basis of the work performed during the overtime hours in accordance with 29 C.F.R. Sec. 778.419.

#### **24.11 Supervisory Differential.**

The Association may request the Director of the Division of Personnel to review a Supervisor's salary range placement when it believes that one of the employee's subordinates in the classified service is paid at the same or a higher salary range. In cases where the supervisor's subordinate is paid on a salary schedule that does not use the same salary range numbers, the entry level step of the subordinate's salary range will be compared against the entry level step (A step) of the supervisor's salary range. If that step is the same as, or higher than, the supervisor's, the provisions of this article shall apply. The necessity of adjustment will be at the sole discretion of the Director and applied consistent with AS 39. If an adjustment is necessary, the Supervisor's salary shall be increased one range at the same step earned prior to the adjustment, and continue to advance steps based on performance incentive or service steps. The Director shall make every effort to respond to such requests within thirty (30) calendar days of receipt, but in no case shall such salary range placement be retroactive.

#### **24.12 Department of Corrections Step Adjustment**

**Bargaining Unit Members in the Department of Corrections who are assigned to the position of Assistant Correctional Superintendent, Superintendent, Correctional Officer IV, Assistant or Deputy Director, or Farm Manager will be paid the equivalent of one step above the earned step on the applicable salary table. The earned step will not be moved forward due to the step adjustment; the merit anniversary or service step date, whichever is applicable, will not be affected.**

#### **24.13 Monetary term implementation or application.**

**For purposes of monetary term implementation, effective dates referenced above, or references in any other provision of the agreement, do not serve as a basis for retroactive implementation or application to any monetary terms in the agreement absent a ratified and approved successor agreement before July 1, 2010. In the absence of a ratified and approved agreement before July 1, 2010, monetary term implementation or application dates will be established by mutual agreement of the parties.**

TA KD 4/11/10  
BJ [Signature]

**ARTICLE 25 - OVERTIME, RECALL AND STANDBY**

**25.1 Workweek Definition.**

"Workweek" in this Agreement will consist of thirty seven and one half (37.5) hours in pay status from Sunday midnight to Sunday midnight within a maximum of five (5) consecutive days and all full-time employees will be guaranteed a full workweek.

It is the parties' mutual intent to allow flexibility in scheduling these hours in a manner that accommodates the needs of the Bargaining Unit Member and State. Flexible Work Schedules, telecommuting arrangements, scheduling core hours and other arrangements that accomplish this are available, when mutually agreed to, in writing, between the Bargaining Unit Member and the State. In addition, the parties have provided two Letters of Agreement (Appendix E-LOA57) that provide sample Alternate Workweek arrangements. Other arrangements, addressing special circumstances, may be made through Letters of Agreement.

**25.2 Additional Straight Time.**

The Employer will make available the opportunity to work hours in excess of 37.5 but less than 40 hours when justified by the workload. The Employer will, insofar as possible, equalize the distribution of the additional straight time hours among the overtime eligible Bargaining Unit Members who desire to work additional straight time.

**25.3 Overtime Eligibility.**

- A. All Bargaining Unit Members will be determined overtime eligible or ineligible in accordance with the Fair Labor Standards Act criteria or by mutual agreement.
- B. Upon signing of this Agreement and within thirty (30) calendar days, the parties agree to meet and select a neutral third party hearing officer to determine questions of eligibility, consistent with the Fair Labor Standards Act, that may arise during the life of this Agreement. The parties will each bear one-half (1/2) of the cost of such a hearing officer and the hearing officer's decision on eligibility will be final and binding on both parties.
- C. It is agreed that neither the Employer nor the employee will make any concerted effort to change positions in the same job class for the purpose of changing overtime eligibility.

**25.4 Overtime Threshold.**

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 will be paid at the rate of time and one-half (1-1/2) the appropriate regular or shift rate of pay.

**25.5 Distribution of Overtime.**

- A. The Employer will, insofar as possible, equalize the distribution of overtime among the Bargaining Unit Members who desire to work overtime. This does not preclude the Employer from assigning and requiring overtime work of Bargaining Unit Members based on reasons such as the qualifications of the employee and the amount of work to be accomplished.
- B. Other provisions of this Section notwithstanding, it is the policy of the Employer to distribute overtime in the most economical manner.
- C. Bargaining Unit Members not desiring to work overtime will preferably not be assigned to work overtime.

**D. Records**

1. Overtime eligibles: A record of actual compensated overtime hours worked by the overtime eligible Bargaining Unit Members will be maintained and made available for reasonable inspection by appropriate APEA/AFT representatives.
2. Overtime ineligibles: Records of hours reported by the overtime ineligible Bargaining Unit Members will be maintained and made available for reasonable inspection by appropriate APEA/AFT representatives.

**25.6 Recall and Standby.**

- A. If a Bargaining Unit Member eligible for overtime is called back to work within four (4) hours after the completion of the member's shift, the member will be paid at the appropriate overtime rate for actual hours worked. If the member is recalled later than four (4) hours after completion of the member's regular shift, the Bargaining Unit Member will be entitled to a minimum of four (4) hours pay at the appropriate overtime rate, provided that, should total callback hours worked exceed four (4), the Bargaining Unit Member will receive pay at the appropriate overtime rate for all such hours worked.

It is necessary from time to time to recall Bargaining Unit Members who are not eligible for overtime and APEA/AFT agrees that an employee obligation exists.

- B. When Bargaining Unit Members are either directed in advance by their supervisor to be available for immediate recall or their names are placed on a standby roster they will receive standby pay as outlined in 1. and 2. below. Assignments to a standby roster will be, insofar as it is possible, equitably rotated among employees normally required to perform the anticipated duties, provided that nothing in this Article will preclude the assignment of an individual to standby whose knowledge makes that individual the most logical choice for the anticipated tasks.

\*The rates of compensation established below will include geographic and shift pay as may be appropriate:

1. Overtime eligibles: When an overtime eligible Bargaining Unit Member is assigned to a standby roster, the Member will receive standby premium pay in an amount equal to 3/4 of one hour's pay at the Member's hourly base rate for each calendar day or portion of a calendar day of such assignment.
2. Overtime ineligibles: When an overtime ineligible Bargaining Unit Member is assigned to a standby roster, the Member will receive standby premium pay in an amount equal to one and one-quarter (1.25) hours pay at the annualized hourly base rate equivalent to the overtime ineligible Member's salary range and step for each calendar day or portion of a calendar day of such assignment.

**25.7 Holiday Premium Pay.**

All hours worked on a holiday by an overtime eligible Bargaining Unit Member will be compensated at 1.5 times the member's regular hourly rate.

Holidays not worked by Bargaining Unit Members will be counted as time worked for the purposes of fulfilling the minimum workweek requirement.

### 25.8 Continuous Hours of Work.

A Bargaining Unit Member will not be required to work in excess of fifteen (15) hours within one (1) twenty-four (24) hour period except in a dire emergency.

### 25.9 Overtime Pay Calculations.

When a Bargaining Unit Member who is eligible to receive overtime works a shift that qualifies for shift differential pay, the Employer will compute overtime on the basis of the following formula:

$$(\text{Base Rate} + \text{Shift Differential}) \times 1\text{-}1/2$$

### 25.10 Compensatory Time.

A. Compensatory time off for overtime eligible Bargaining Unit Members will be in accordance with the Fair Labor Standards Act. Overtime will be paid in cash except where an overtime eligible Bargaining Unit Member requests in writing compensatory time off and the supervisor approves the request. ~~Compensatory time off is earned at the rate of one and one-half (1 1/2) hours for every hour of overtime worked.~~ The decision to grant or deny compensatory time off will be consistent with the Fair Labor Standards Act guidelines.

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B. Compensatory time off will normally be used during the pay cycle in which the overtime is worked. However, compensatory time not used between December 16 and December 15 of the following calendar year will be cashed out to the member at ~~time and one-half (1-1/2)~~ the Member's base hourly wage notwithstanding the initial request to have it accrue as compensatory time.

~~C. Compensatory time arrangements for overtime ineligible Bargaining Unit Members may be established by mutual agreement between APEA/AFT and the Division of Personnel or as provided below in 25.11 Flexible Time Plan.~~

### 25.11 Flexible Time Plan.

The parties recognize the normal workweek is 37.5 or 40.0 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 the 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:

- A. An employee who works in excess of 45 hours in a workweek will be eligible for flextime credits retroactive to 42.5 hours of work in the week.
- B. Flextime credits will accrue in one-half (0.5) hour increments.
- C. No flextime credits may be earned for travel time.
- D. No more than 12 hours of work per day may be counted toward the 45.0 hour per week threshold or toward flextime credits.
- E. No more than two hundred (200) hours of flextime credits may be earned within a leave year.
- F. Flextime credits may not be used in advance of performance.

- G. Employees will document on the time sheet all hours worked and all flextime used.
- H. 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.
- I. Flextime credits earned in one leave year must be used by July 1, of the following year. Unused flextime credits will be cancelled without payment if not used by July 1, 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.
- J. Disputes regarding the accrual or use of flextime credits are subject to the complaint procedures. This will be the sole and exclusive method of resolving such disputes.
- K. Flextime credits must be tracked, documented and usage certified by the employee's immediate supervisor.

**25.12 Incidental Flextime Arrangements.**

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

- Medical appointments for the employee or family member
- School events (this does not include regular, recurring events, such as volunteering as a classroom aid)
- Weddings or funerals
- Care of family members (including child care conflicts)
- Other personal matters (this does not include time for which the employee may receive compensation in the form of goods, fees, salary, or other payments from a third party)

Implementation of this section includes the expectation that there will be no reduction in the total productive hours. This section may not be used concurrently with the provisions of 25.10. This section is not subject to the grievance procedure. Approval of time off requested under this article shall not be unreasonably denied.