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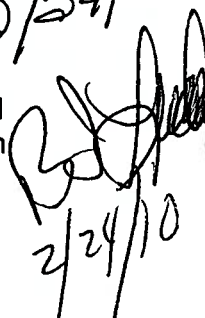
### ARTICLE 26 - HOLIDAYS

- A. All employees will be entitled to, and compensated for, all holidays listed below
1. The first of January, known as New Year's Day,
  2. The third Monday of January, known as Martin Luther King, Jr. Day,
  3. The third Monday in February, known as President's Day,
  4. The last Monday in March, known as Seward's Day,
  5. The last Monday in May, known as Memorial Day,
  6. The fourth of July, known as Independence Day,
  7. The first Monday in September, known as Labor Day,
  8. The 18th of October, known as Alaska Day,
  9. The 11th of November, known as Veterans Day,
  10. The fourth Thursday in November, known as Thanksgiving Day,
  11. The 25th of December, known as Christmas Day,
  12. Every day designated by public proclamation of the Governor of the State of Alaska as a legal holiday.

Part-time employees will be entitled to those holidays on which they are regularly scheduled to work and will receive compensation only for those hours for which they would have been regularly scheduled to work.

- B. Observance of Holidays. A designated holiday will normally be observed on the calendar day on which it falls, except Bargaining Unit Members who are regularly scheduled to work on Monday through Friday will observe the preceding Friday when the holiday falls on Saturday, and will observe the following Monday when the holiday falls on Sunday. Normally only those Bargaining Unit Members designated in advance by appropriate supervision will be required to work on a designated holiday. When a designated holiday falls on a Bargaining Unit Member's scheduled day off, other than Saturday or Sunday, the day off will be rescheduled to another day within the pay cycle.
- C. Any of the holidays listed in 26 A may be considered a floating holiday if authorized by completing the attached form (Appendix B). Each full-time employee who works on a designated floating holiday will be credited with seven and one-half hours personal leave. Each part-time employee who works on a designated floating holiday will be credited with the number of hours for which they would otherwise be scheduled to work.
- D. ~~Effective July 16,~~ Each year of this agreement each leave eligible Bargaining Unit Member will receive a one time 7.5 hour credit to their leave balance to be used as a floating holiday. This leave will be credited and available for use the first day of the second pay period in July each year of the agreement. Use of floating holidays will be consistent with the personal leave provisions of the collective bargaining agreement and at management's discretion.

ARTICLE 27 - TRAVEL, PER DIEM AND MOVING

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**27.1 Applicability of the Alaska Administrative Manual.**

Except as specifically provided in this article, travel, ~~and~~ per diem ~~and moving~~ allowances will be ~~administered~~ paid in accordance with the provisions of the Alaska Administrative Manual in effect on the date of travel.

**27.1 Travel Status.**

A Bargaining Unit Member will be considered in travel status from the time an authorized trip begins until it ends. For purposes of interpretation, travel status will begin and end when the Bargaining Unit Member leaves and returns to his/her immediate work station if travel begins during assigned working hours, or when the Bargaining Unit Member leaves and returns to his/her home if travel begins and ends outside assigned working hours.

**27.2 Lodging Allowance.**

A. ~~Short term Allowance.~~ Except as authorized in section 27.2 C. below, the Employer will reimburse, as appropriate, a Bargaining Unit Member for actual receipted expenses incurred while traveling on official State business and overnight lodging is obtained for periods of thirty (30) days or less.

B. ~~Long term Rate.~~ As to any one (1) location assignment, a lodging allowance of forty five dollars (\$45) will be provided for assignments exceeding the first thirty (30) days. The long term lodging allowance may not be allowed after six (6) months in one location unless a continuation has been approved in advance by the Division of Finance, Department of Administration.

C. Bargaining unit members traveling on official State business in locations where commercial lodging is available who choose not to utilize commercial facilities and noncommercial lodging is obtained will be provided a lodging allowance of thirty dollars (\$30) for periods of thirty (30) days or less.

D. ~~Noncommercial Per Diem.~~ When a Bargaining Unit Member is in travel status to a location that does not offer commercial facilities and lodging is not provided, the member will receive thirty dollars (\$30) in addition to the meal allowances provided at section 27.3. In instances when the Employer provides meals and lodging, the Employee has no entitlement to any per diem or allowance of any type.

E. ~~Employees traveling outside Alaska will only be entitled to actual receipted lodging expenses, in addition to the Meal Allowance specified in 27.3 of this Article;~~

**27.3 Meal and Incidental Allowances.**

A meal and incidental allowance will be allowed a Bargaining Unit Member who is on travel status within the State of Alaska in accord with the Alaska Administrative Manual. In no event will the short term rate be less than sixty dollars (\$60) per day, consisting of twelve dollars (\$12) for breakfast, sixteen dollars (\$16) for lunch, and thirty two dollars (\$32) for dinner.

**27.4 Reimbursable Travel Expenses.**

~~Whenever an employee is required to change the employee's place of residence because of a change in assignment, promotion or other reason related to assigned duties, the employee will be reimbursed for transportation expenses as follows:~~

- ~~A. Tourist class airfare for the employee and dependents or mileage reimbursement at the maximum allowable rate published by the Alaska Administrative Manual per mile for driving each family owned conveyance. Conveyance, for the purposes of this subsection, will mean automobiles, trucks, motor homes, motorcycles, aircraft, and boats.~~
- ~~B. A standard per diem for the employee, half of the standard per diem for the employee's spouse and a fifteen dollar (\$15.00) per diem for each of the employee's other dependents while in route. Upon arrival at the new duty station, the employee, spouse and dependents are entitled to per diem at the same rate as for per diem while in route, for not more than fifteen (15) calendar days while the employee is seeking permanent housing.~~
- ~~C. When applicable, a ticket for the entire family and each family owned conveyance for transportation on the State Ferry System. Conveyance, for the purposes of this subsection, will mean automobiles, trucks, motor homes, motorcycles, cargo, boat and camp trailers.~~
- ~~D. The Employer may authorize the payment of travel and per diem to secure housing prior to the change in duty station. Such authorization, however, may only be made if the change in duty station is at the request of the Employer.~~

**27.5 Reimbursable Moving Expenses.**

~~All employees will be reimbursed for moving expenses under the Alaska Administrative Manual. "Personal effects" as defined in Section 1.2, is applicable, except in cases where geography or other conditions beyond the employee's control require that the employee's privately owned vehicle be shipped rather than driven. In such cases, the Employer will pay for shipping and the weights of such privately owned vehicle will not be deducted from the reimbursable weights allocation.~~

**27.6 Privately Owned Conveyance.**

~~Reimbursement for mileage for the use of the Bargaining Unit Member's privately owned conveyance will be made at the rate authorized by the Alaska Administrative Manual. The Employer and Bargaining Unit Member may mutually agree, in writing, to the Bargaining Unit Member's consistent use of their personal vehicle for State business.~~

**27.7 Privately Owned Aircraft.**

~~It is recognized that from time to time it is mutually beneficial to have Bargaining Unit Members use their private aircraft in the course of State business. When the use of a Bargaining Unit Member's privately owned aircraft is authorized in advance by the Employer, reimbursement will be forty five cents (\$0.45) per mile or such higher amount authorized in accordance with the Alaska Administrative Manual.~~

**27.3 Travel Incentives.**

~~Bargaining Unit Members will retain travel incentive awards resulting from travel on behalf of the Employer.~~

**27.48 Duty Station.**

- A. Neither an employee's duty station nor the employee will be transferred unless such transfer is in the best interest of the State. Prior to approving any requests for involuntary transfers, the Director of Personnel & Labor Relations will request and consider the comments of APEA/AFT. APEA/AFT will be given fifteen (15) working days, following receipt of the Director's request, to provide their comments.

Disputes arising over involuntary transfers will enter the Grievance Procedure at Step Three, and if not resolved at that level, the parties agree to expedite arbitration. No such transfer will be considered permanent until the arbitration step is completed.

The provisions of this section do not apply to office closures and office relocations.

- B. The Employer will make every effort to give the Employee at least ninety (90) days notice prior to the effective date of the transfer. Employees will be given ninety (90) calendar days notice prior to transfer, or be entitled to ninety (90) days short-term per diem for the difference.

**ARTICLE 28 - HEALTH AND SECURITY**

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Insurance provided in whole or in part by the Employer will be continued for the life of this Agreement. This includes, but is not limited to the following:

**28.1 Employee Life Insurance.**

- A. Employer Provided Life Insurance: The Employer will insure the life of every employee in the principal amount of two thousand dollars (\$2,000.00).
- B. Employee Purchased Life Insurance: The Employer will continue to make available an Optional Life Insurance Policy to each employee who is eligible for coverage under the Employer provided health insurance plan. The amount of optional life insurance available for employee purchase will be an amount equal to the employee's annual base income rounded to the next highest thousand. The maximum amount available will be \$100,000.

**28.2 Travel and Accident Insurance.**

The Employer will insure the life of every employee against accidental death while the employee is traveling within the scope of his/her State employment in the amount of one hundred thousand dollars (\$100,000.00). The Employer will make a timely good faith attempt to alter the existing policy to allow for the payment of death benefits to a beneficiary (beneficiaries) at their option over a five (5) year period or a lump sum payment provided that such change is at no additional expense to the Employer.

**28.3 Health Insurance.**

- A. Employer Provided Health Insurance.

The Employer will continue to provide a flexible benefits program for the provision of health insurance. Eligible employees will pay, by payroll deduction, any difference between the Employer's contribution and the total premium required to provide the coverage elected by the employee under the flexible benefits program. The Employer will seek to maintain a plan with prudent reserves and minimal cost shifting. This article will in no way limit the Commissioner's authority under AS 39.30.095B. ~~The Employer's health insurance contribution is 851.00, per employee, per month.~~ Effective July 1, each year this agreement is in effect, the Employer's health insurance premium contribution will increase by the amount of money, for all employees, that is necessary to fund comparable coverage under the "Select Benefits Economy Medical/Audio/RX/Dental Plan" (projected at \$1088 per month effective July 1, 2010). The eligibility of the employees and their dependents for coverage and the precise benefits to be provided will be as set forth in the insurance plan documents, consistent with AS 39.30.090.

- B. The Employer will provide written notice to the Association of changes to the level of health insurance benefits at least sixty (60) days prior to implementation.
- C. The Employer expressly waives its right to require the Association to bargain collectively and the Association expressly waives its right to require the Employer to bargain collectively over all matters relating to the provision of a group health insurance plan established pursuant to AS 39.30.090 and AS 39.30.095.
- D. The Employer agrees to continue to require the provider under the Employer plan to provide a toll-free number for the purpose of handling inquiries and complaints to the provider.

**28.4 Health Benefits Evaluation Committee.**

The parties agree to jointly participate in a Health Benefits Evaluation Committee. The HBEC will establish rules to govern the operation of the Committee.

- A. The HBEC will meet at least quarterly. Meeting arrangements and clerical support will be the Employer's responsibility.
- B. The HBEC will consist of labor and management representatives. The Supervisory Unit will have three (3) representatives on the Committee. Management and labor will have an equal number of votes regardless of the number of management members on the committee. The committee will include members from other bargaining units as agreed to separately by management and those bargaining units.
- C. The HBEC will have access to analyses of current plan administration, claims payment administration, benefit plan design and utilization conducted by or for the Division of Retirement and Benefits. A representative of the carrier will be available to the Committee.
- D. The HBEC may make recommendations to the Commissioner of Administration concerning provision of efficient, effective health care benefits within the level of the Employer's contribution, including but not limited to utilization review, pre-certification requirements, cost containment measures, employee education and preferred provider arrangements. The Commissioner of Administration will give the committee's recommendation full consideration.

**28.5 Monitored Health Programs.**

The parties recognize that certain public health laboratory employees, hospital employees, materials laboratory employees and landfill or disposal sites inspection employees may, in the performance of their duties, directly handle, test or wrap pathogenic microorganisms, blood products, radioactive materials, carcinogenic chemicals, and/or work with asbestos.

When a qualifying Bargaining Unit Member provides evidence to the Employer of having undergone an annual physical, the Employer will reimburse that Bargaining Unit Member one hundred and five dollars (\$105.00). To qualify for reimbursement as provided above, the Bargaining Unit Member must show proof of a physical examination. No more than one (1) such reimbursement will be paid to a Bargaining Unit Member in any twelve (12) month period.

Other Bargaining Unit Members may be provided with the same benefit upon receipt of a positive test result that they were exposed to the above noted hazardous substances in the course of their employment with the State.

**28.6 National and State Plans.**

If a national or state plan becomes law that requires participation by the State of Alaska during the term of this Agreement, the parties will reopen the article within 30 days.

**28.7 Health Trust.**

During the term of this agreement, APEA may explore providing an employee-directed health insurance plan through development of a health insurance trust, participation in a health care coalition, or other appropriate delivery mechanism.

ARTICLE 29 - LEAVE

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29.1 Personal Leave.

It is understood that during the term of this Agreement, personal leave will be earned and used in lieu of all sick and annual leave except as specified in this Article.

A. Rate of Accrual. An employee will accrue personal leave as follows:

Years of Service	Hours Per Pay Cycle
0 - 2	7.50
2 - 5	8.44
5 - 10	9.38
10+	11.25

In determining years of service for the purpose of computing personal leave, all service with the Territory and State of Alaska is included.

Employees who work less than full-time will accrue personal leave per pay cycle on a prorated basis according to the above schedule and hours in pay status. Personal leave accruals for partial pay cycles of service will be on a prorated basis.

B. Changes of Accrual Rate. Accrual rate changes will become effective the 16th day of the month following the monthly pay cycle in which the employee completes the service requirement and becomes eligible for the higher accrual rate.

C. Use of Personal Leave. Accrued personal leave is available for use after an employee has completed thirty (30) continuous calendar days of employment.

- 1. Personal leave may be granted at any time business permits with the prior approval of the employee's supervisor. Requests for personal leave will not be unreasonably denied.
- 2. An employee may take personal leave for medical reasons, regardless of whether business permits, upon permission of the employee's supervisor. The Employer will grant personal leave for medical reasons if satisfied that the employee is absent for medical reasons. The taking of personal leave for medical reasons will be reduced by the amount of wage continuation payments made under the Alaska Workers' Compensation Act (AS 23.30). The following constitute "medical reasons" and are subject to the conditions noted.
  - a. Medical disability of an employee is a medical reason for taking personal leave. The Employer may require a doctor's certificate showing the disability if the absence exceeds three (3) consecutive working days.
  - b. Medical disability of a member of an employee's immediate family is a medical reason for taking personal leave if the disability is such that the attendance of the employee is required. An Employer may require a doctor's certificate showing the disability if the absence exceeds three (3) consecutive working days.
  - c. A medical condition of an employee that makes presence at work a danger to the health of fellow employees is a medical reason for taking personal leave. The Employer may require a doctor's certificate showing the condition if the absence exceeds three (3) consecutive working days.

- d. Death of a member of an employee's immediate family is a medical reason for taking personal leave. An employee is entitled to use five (5) days of personal leave for this purpose; use of additional personal leave may be granted at the Employer's discretion.

3. Family Medical Leave (Federal): Qualified employees will be entitled to coverage under the Family Medical Leave Act (FMLA). Health insurance contributions will be made on behalf of qualified employees during the twelve (12) week period of family leave (including periods of personal, banked medical or donated leave, or periods of leave without pay).

When taking leave under the FMLA, a qualified employee must exhaust all accrued personal, banked medical and donated leave (in that order) before entering leave without pay, except that an employee may elect to retain up to five (5) days of personal leave in his or her account for use upon return from leave taken under this provision. When taking leave due to pregnancy, childbirth, foster care placement or adoption, the leave entitlement must be taken consecutively.

The twelve (12) month period for utilizing leave entitlements will commence with the first day leave is taken under the FMLA. Approved leave without pay taken under the provisions of the FMLA will have the same effect as any other period of approved leave without pay on the employee's terms and conditions of employment, except as provided herein.

An employee may be required to recertify the qualifying reason for remaining on family leave. An employee may be required to provide a fit-for-duty statement prior to returning to work.

The parties recognize that if leave provisions in Article 29 are found to be in conflict with the FMLA, FMLA entitlements prevail.

4. Family and Health Leave (State). The parties recognize that qualified employees may be entitled to up to 18 workweeks of leave during a 24 month period pursuant to AS 39.20.305, and that such entitlements may run concurrently with FMLA entitlements.

5. Each employee will, during each twelve (12) month period, take at least 37.5 hours of personal leave. If the employee does not take at least 37.5 hours of personal leave during a twelve (12) month period, the difference between 37.5 hours and the amount of personal leave taken will be canceled without pay unless the department or agency head certifies in writing that the employee was denied the opportunity to take 37.5 hours of personal leave during the twelve (12) month period.

D. Accumulation of Personal Leave. Except as provided in Section 29.1.C.3, personal leave that is not taken by an employee during a twelve (12) month period accumulates for use in succeeding twelve (12) month periods.

E. Donation of Leave. Members of this bargaining unit will be allowed to donate personal leave to and receive personal or annual leave from employees in this unit or those represented by a different union or noncovered employees subject to the following conditions:

- 1. Each employee wishing to donate personal leave will fill out, date, and sign a leave slip showing the amount of personal leave he or she wishes to donate in increments subject to a minimum of two (2) hours. The leave slip will have written or typed along the bottom, or in the space provided, "Leave donation to: (employee name, social security employee identification number)."

2. Donors will submit leave slips for a particular donee to the Division of Personnel & Labor Relations Technical Services Supervisor of the department in which the donee is employed. Leave donations will be posted in date and order received to the recipient's Donated Sick Leave Account during the pay cycle in which personal and banked medical leave is exhausted, for use from that pay cycle forward.

3. The Employer will convert the donated leave hours to dollars at the annualized of the recipient, and the resulting number of hours will be added to the recipient's Donated Sick Leave Account for use in accordance with the requirements of Section 29.1.H. The total amount of leave credited to the recipient's Donated Sick Leave Account will not exceed three hundred (300) hours during the life of the agreement.

4. Once the Employer has completed the above process, the State will not be obligated for further processing or liabilities resulting there from. Once the donation has been transferred to the recipient's account, the donation cannot be withdrawn, modified or otherwise returned to the donor's account.

5. Donations of leave under this section will not reduce the mandatory leave usage requirements established in the agreement.

6. Leave in the Donated Sick Leave Account may not be used unless and until all accrued personal leave and all banked medical leave have been exhausted. On termination, any balance in the Donated Sick Leave Account will be treated like the banked medical leave balance.

#### F. Terminal Leave

1. Terminal leave for unused personal leave will be allowed upon separation from service as provided in Section 24.97.E. A payment of terminal leave to an employee will be made as a lump sum payment ~~or installments over a period of time, as the employee elects.~~

2. If the employee is re-employed in State service before the expiration of the period covered by the balance of the unused leave payment, the employee may refund to the State an amount equal to the leave payment covering the period between the date of reemployment and the expiration of the unused leave period that has been paid. The leave represented by a refund will be re-credited to the employee by the employing department or agency.

3. The payment authorized by this section is not considered salary or compensation except for purposes of taxation.

#### G. Transfer of Accrued Annual and Sick Leave. An employee who has accrued annual leave will have the annual leave transferred to the employee's personal leave account.

An employee who has accrued sick leave will have 50 percent of that sick leave transferred to the employee's personal leave account and 50 percent of that sick leave transferred to a medical leave bank. Banked medical leave may be taken only in accordance with this section.

1. Medical Leave Bank. The medical leave balance will be available for use in accordance with Article 29.1.C.2.

2. Except as otherwise provided in this article, upon separation from State service, an employee's medical leave bank will be transferred to the Supervisory Catastrophic Medical Leave Bank. A Labor-Management Committee will be established to develop the procedures regarding use of this leave bank.
  3. Death of an employee: Upon the death of an employee, any unused sick leave balance will be paid in cash to the employee's beneficiaries at the employee's base pay rate.
  4. Taking of leave under this section will be reduced by the amount of wage continuation payments under the Alaska Workers' Compensation Act (AS 23.30).
- H. Leave Cash-In. Employees having in excess of 37.5 hours of personal leave will, upon written request to the Employer, receive payment for accrued but unused personal leave, at the employee's current annualized hourly rate, subject to the following limitations:
1. Under no circumstances may an employee request or receive a leave cash-in which would reduce the employee's accrued personal leave balance below 37.5 hours.
  2. Payment will be made no later than one (1) pay period following the pay period in which the request was made.
  3. Leave cashed in under this section does not reduce the 37.5 hour mandatory leave requirement in section 29.1.C.5.

#### **29.2 Adoptive Leave.**

An employee involved in child adoption proceedings will be given priority consideration in the granting of personal leave to attend to activities involved in these adoptive proceedings. Any personal leave granted under this section for purpose of illness or injury to the adoptee will be in accordance with section 29.1.C.

#### **29.3 Extended Absence for Disability, Illness or Injury.**

Upon application by an employee who has exhausted accrued leave, a leave of absence without pay may be granted by an appointing authority for disability because of sickness or injury. Such leave will be limited to one (1) month for each full month of service to a maximum of twenty-four (24) months. The appointing authority may periodically require that the employee submit a certificate from the attending physician or from a designated physician. If the certificate does not clearly show sufficient disability to preclude the employee from performing the employee's duties or if the employee does not provide the required certificate, the appointing authority may cancel the leave and require the employee to report to duty on a specified date.

#### **29.4 Absence and Payment for Court Leave.**

- A. An employee who is called to serve as a juror or subpoenaed as a witness will be entitled to court leave. Employees who work the graveyard or swing shift will be placed on day shift for the day or the duration of the time the employee is scheduled to appear, whichever is longer, provided the Employer receives twenty-four (24) hours notice.
- B. Court leave may be required to be supported by written documents such as a subpoena, Marwill's statement of attendance and compensation for services, per diem and travel.
- C. Employees will turn over to their employing departments all monies received from the court as compensation for service and in turn will be paid their current salary while on court leave.

**29.5 Nonwar Military Duty Absence and Payment.**

An employee who is required to report for a military physical examination is entitled to a leave of absence without loss of pay, time or performance rating. The leave of absence will not exceed three (3) working days.

An employee who is a member of a reserve or auxiliary component of the United States Armed Forces or the Alaska State Defense Force is entitled to a leave of absence without loss of pay, time or performance rating without regard to other compensation earned during that period on all days during which the employee is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction, or when under direct military control in the performance of a search and rescue mission. The leave of absence may not exceed sixteen and one-half (16-1/2) working days in any twelve (12) month period, beginning December 16 and ending December 15.

An employee on personal leave will not go on military leave without returning to duty unless military leave is approved prior to commencement of personal leave.

The Employer will make every reasonable effort to schedule employee's day off to enable them to satisfy their military obligation.

**29.6 Association Leave.**

Upon application by APEA/AFT through the Director of Personnel & Labor Relations, an employee may be granted up to twenty-four (24) months leave without pay for purposes of serving as an APEA/AFT Official, provided that such leave, if approved, will not be less than six (6) months. Similarly, upon application by APEA/AFT through the Director of Personnel & Labor Relations, an employee may be granted up to twelve (12) months Association Business Leave, pursuant to Section 29.10, for the purpose of serving as an APEA/AFT Official, provided that such leave will not be less than six (6) months. The appointing authority will not unreasonably withhold approval of leave under this section.

**29.7 Other Approved Absence.**

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

**29.8 Emergency Search and Rescue Leave for Operations.**

Members participating in organized State-directed emergency search and rescue operations will continue to be in work status in their regular jobs.

**29.9 Association Business Leave Bank.**

~~A. Hours Bank~~

- ~~1. The hours balance in the Association Business Leave Bank on the date of signing will be retained for use subject to the conditions set forth below at B3 and B4.~~
- ~~2. Business Leave will be taken first from the Hours Bank until it is exhausted and then will be taken from the Cash Bank.~~

**AB. Cash Bank**

1. There is hereby created an Association Business Leave Cash Bank that will be administered by the State with a monthly report of the balance and withdrawals provided to the Association Business Manager. The Bank will be established by a transfer of three (3) hours of personal leave from each member after the date of signing of this Agreement and the same amount annually thereafter. All new members will be assessed three (3) hours of personal leave when the member's balance is at least one (1) day or more and the Employee has executed written authorization approving the deduction, and such leave will be transferred to the Bank.

The Association Business Manager may, at the Business Manager's discretion, increase the amount to four (4) hours. Should the Bank drop below the equivalent of one thousand (1,000) hours at the annualized average hourly rate, said hourly transfer will go to four (4) hours upon notice to APEA/AFT. APEA/AFT may lower the rate to three (3) hours when the Bank reaches three thousand (3,000) hours. Any change in the hourly rate will take effect on the sixteenth (16th) of the month following notice.

2. Each leave assessment will be converted to its dollar value at the rate of pay of the Employee from who the leave was received. Those dollars (with 34% benefit costs) will be placed in the Business Leave Bank. When Business Leave is used, dollars will be withdrawn from the Business Leave Bank equal to the hourly rate (with 34% benefit costs) of the Employee utilizing the leave times the hours taken.

3. Withdrawal from the Bank will be for purposes of contract negotiations, Executive Meetings, training sponsored by the Association, attendance at arbitration hearings as witnesses for the Association and other purposes as may be determined by the Business Manager. Withdrawals from the Bank will be made only by the Business Manager of the Association to the Division of Labor Relations on forms mutually agreed by the parties and furnished by the Association. All personal leave transferred to the Bank is final and not recoverable for recredit to an individual's personal leave account. If in the judgment of APEA/AFT insufficient hours remain in the Business Leave Bank, the Employer will grant personal leave or leave without pay for these purposes, except as noted below.

4. The release of members for Association leave duty will be handled on the same basis as release from duty for personal leave. Such release will not be unreasonably withheld by the supervisor.

5. In the event that the balance of the Association Business Leave Bank is insufficient to cover the entire time necessary for negotiations for the successor to this Agreement, administrative leave will be granted to no more than four (4) State employee members of the negotiating committee for all time necessary for the conduct negotiations, except during periods of strike.

6. Cash withdrawals from the Bank requested by the Business Manager or his/her designee, require the concurrence of the Commissioner, Department of Administration. The Commissioner will not unreasonably withhold such concurrence.

**29.11 Leave Administration.**

Except as provided above, the provisions of Personnel Memo 94.1 will be in effect and it is hereby incorporated as ~~an appendix~~ Appendix C. The Employer may update or revise the Appendix C memorandum from time to time to implement this Article. If the State chooses to

update or revise the Appendix C memorandum it will provide the Association with the change(s) it intends to make and allow the Association a reasonable time to provide its input on the change(s) before a new memorandum is issued.

**29.12 Leave Balance Accounting.**

Leave balances will be maintained in hours. Employees who move into the Supervisory Unit will not have their leave balances inflated or deflated as a result of differences in workweek.

**29.13 Seasonal.**

When incumbents of seasonal positions are placed on seasonal leave without pay, such an employee remains the incumbent of the position and is not on layoff status during the period of leave without pay. Upon being placed on leave without pay, seasonal employees may elect to carry over not more than one hundred eighty-seven and one-half (187.5) hours of personal leave for use upon their return to work. Where the Employer determines that a seasonal employee will be on seasonal leave without pay for forty-five (45) consecutive days or less, the employee may elect to carry over their entire leave balance. Any additional personal leave balance will be cashed out as a lump sum. Whenever practical, seasonal employees will be given fifteen (15) days notice prior to entering seasonal leave without pay status. The Employer will provide an additional thirty (30) calendar days of health insurance for seasonal employees commencing on the first day of seasonal leave without pay.

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**ARTICLE 30 - DISCIPLINE AND NOTIFICATION**

**30.1 Employee Notice.**

The Employer agrees that with the exception of gross disobedience, dishonesty, intoxication, substance abuse, physical misconduct, abusive or lewd behavior, or abandonment of duties, all permanent employees will be given two (2) weeks notice or two (2) weeks pay prior to discharge. The employee will be notified, in writing, of the reason(s) for discharge prior to termination.

In cases of suspension, the employee will be notified in writing of the reason(s) for the suspension concurrent with commencement of the action.

If the employee chooses to seek review of any of the actions taken, as enumerated above, such review will be requested in accordance with the grievance procedure.

**30.2 APEA/AFT Notification.**

In cases of discipline, suspension or demotion, the Employer agrees to notify APEA/AFT in writing concurrent with commencement of the action.

**30.3 Employer Notification.**

Each permanent employee will give the Employer two (2) weeks notice before leaving employment, unless mutually agreed beforehand between the Employer and APEA/AFT.

**30.4 Substance Abuse.**

An employee who uses an intoxicant on the job, or reports to work intoxicated will be immediately relieved of his/her duties and removed from the work place. Within ten (10) working days, the employee must provide proof to his/her supervisor of having undergone assessment screening for substance abuse. The proof must contain the treatment recommendations of the State certified screening program. On a monthly basis the employee must furnish the supervisor with proof of his/her continuing participation in the recommended treatment until completed. Nothing in this Section precludes the Employer from taking disciplinary action as may be appropriate.

For the State:

For the Supervisors:

Date: \_\_\_\_\_

Date: \_\_\_\_\_