

ARTICLE 36 - LEGISLATIVE ACTION

36.1 Submission of Legislation.

The Employer agrees to submit legislation that may be necessary to implement the monetary terms of this Agreement at the earliest possible date pursuant to AS 23.40.215.

36.2 Reentering Negotiations.

If the legislation submitted pursuant to 36.1 is not passed by the end of the legislative session in which submitted, or if such legislation is rejected, the parties agree that impasse exists in accordance with AS 23.40 and the "No Strike-No Lockout" provisions will become null and void.

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ARTICLE 37 - LEGAL TRUST FUND

1:44 p.m.

A. In addition to the wages paid per Article 24, the Employer agrees to pay the Alaska Public Employees Association/AFT Legal Trust Fund (hereinafter the Fund) ~~\$10.00~~\$12.00 per month per Bargaining Unit Member in pay status in the month in which the contribution is made.

B. The Employer will remit the amount due for the previous month to the Fund by the tenth (10th) of each month.

C. The Fund will be sponsored and administered by APEA/AFT and the Employer will have no voice in the amount or type of service provided by this plan, however, services provided by the Fund will not be used in actions involving or in a position adverse to the State of Alaska. The Fund will attempt to obtain the maximum service possible for the employees.

D. This Article confers only the right to demand and enforce payment of the required contributions. Failure by the State to remit the required contribution does not give rise to any grievance or cause of action by the Association, its members or any other person for other harm or damages that might result from the failure of the State to remit the required contribution. The provision or retention of legal assistance under this Article is the sole and exclusive responsibility of the Association and/or the member. Unless such actions are taken to demand and enforce payment by the State of the required contributions, the Association agrees to defend, indemnify and hold harmless the State against any and all legal actions, orders, judgments or other decisions rendered in any proceeding as a result of the implementation of this Article.

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ARTICLE 38 - STATE-OWNED/CONTROLLED HOUSING

The parties agree that the following is the rental schedule for Bargaining Unit Members living in State-owned or State-controlled housing.

38.1 Factors to be Used in Determining Rent.

A. Dwelling Units. The following factors are to be used in the rental formula for assessing rental charges for State housing units:

1. Rental Base: The typical rent for an unfurnished unit in Anchorage with a particular number of bedrooms.
2. Facility Condition: The index of facility condition in terms of "Good," "Fair," or "Poor."
3. Adjusted Rent: The figure derived from application of the facility condition index to the rental base. The adjusted rent figure will be used for the calculation of the amenities lacking and the imposition-on-privacy deductions.
4. Required-to-Live: A deduction of 25 percent allowed for protection of property or for the convenience of the State where applicable.
5. Imposition-on-Privacy: A deduction of 10 percent of the adjusted rent allowed for the use of a portion of the facility for State business if applicable.
6. Amenities Lacking: Percentage of the adjusted rent to be deducted due to lack of fire and/or police protection.
7. Geographical Differential: The coefficient used to adjust an Anchorage-based rent to a level appropriate for a specific location outside of Anchorage. See Section 9 for list of coefficients by election district.
8. Travel Allowance: Deduction allowed for locations involving unusual transportation costs.

38.2 Rental Formula.

The rental formula is as follows:

$$[\{((RB \times CI) - (AL + IP)) \times GDF\} - TA] \times RTL + UC = FCR$$

Or calculated FCR is:

RB
 x CI
 Subtotal 1

Subtotal 1
 -(Subtotal 1 x AL) + (Subtotal 1 x IP)
 Subtotal 2

Subtotal 2
 x GDF
 Subtotal 3

Handwritten notes:
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 TA KD
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State proposal SU 2/1/10 (book language).

Subtotal 3
- TA
Subtotal 4

Subtotal 4
x RTL
Subtotal 5

Subtotal 5
+ UC
FCR

GDF is the geographical differential factor for a particular location.

CI is the facility index:

- 1.0 = Good
- 0.8 = Fair
- 0.6 = Poor

RB is the typical rental base for an unfurnished unit in Anchorage with a particular number of bedrooms.

RTL is the reduction for required-to-live; when used in the formula the RTL equals .75.

AL is the deduction for amenities lacking.

IP is the deduction for imposition-on-privacy.

TA is the allowance for excessive travel.

UC is the utility charge for all units except bunkhouses.

FCR is the formula calculated rent.

and:

Amount of rent to be paid will be the lesser of the following:

- A. Twenty-five percent of employee's gross income (standby and overtime compensation excluded) as an employee of the State of Alaska; or
- B. "FCR" resulting from exercise of formula.

38.3 Rental Base Schedule.

ALL TYPES OF STRUCTURES (Mobile Homes, Apartments or Houses)	NUMBER OF BEDROOMS			
	0	1	2	3 or more
	\$359	\$454	\$532	\$588

Rental Base Unit Notes:

- A. Units are assumed to be unfurnished. All units are to include one (1) refrigerator, one (1) stove, one (1) washer, one (1) dryer, and window coverings.
- B. Units are assumed to be in "Good" condition. A lesser condition will be compensated for by application of the "condition index."

38.4 Facility Condition.

State housing units are classified into the following three (3) condition categories:

- A. "Good"--wear and tear may be evident and/or is in need of minor repairs; insulation for winter use is adequate or heating plant capacity is able to compensate for inadequate insulation; water is reliable, adequate and safe for household use; reliable and adequate electrical service; reliable and adequate fuel available for heating, hot water and cooking needs.
- B. "Fair": wear and tear is evident and/or unit is in need of significant repair; insulation for winter use is adequate or heating plant capacity is able to compensate for inadequate insulation.
- C. "Poor": unit is marginally habitable and is in serious need of repair or insulation for winter use is less than adequate. The heating plant is not able to compensate for lack of insulation.

38.5 Required to Live.

In cases where the Commissioner of a department requests, and the Commissioner of the Department of Administration approves, an employee to occupy a State-owned or State-controlled facility for either the protection of State property or for the convenience of the State a deduction of 25 percent is allowable. In no case will the total deductions reduce the rental base more than 50 percent.

38.6 Imposition on Privacy.

In cases where the head of a department requests the use of a portion of the facility for the purpose of accommodating official visitors, for use as office space, or for the general convenience of the public, a deduction of 10 percent of the adjusted rent is allowable. Only one (1) deduction is allowed per agency per location. In no case will the total deductions reduce the rental base more than 50 percent.

38.7 Amenities Lacking.

A deduction from the adjusted rent equal to 2 percent will be allowed for lack of fire and/or police protection, up to a maximum of 4 percent for the unit in question. In no case will the total deductions reduce the rental base more than 50 percent.

38.8 Travel Allowance.

In some cases the State supplies quarters to its employees in locations where minimal community services are available only at some distance from the location of the quarters. In this situation the Department of Administration will grant a deduction from the chart listed below, to offset the direct economic effects of the unusual transportation costs incurred. The nearest established community as defined in this section is to be used as the base community for calculating the deduction. A community must be deficient in more than one (1) of the listed services if a town farther away is to be selected as the base for calculating the distance deduction.

Distance in miles, one (1) way for surface travel or air travel if surface travel not available	Maximum monthly deduction
Less than 10 miles	No deduction
10 but less than 20	\$ 15.00

State proposal SU 2/1/10 (book language).

20 but less than 30	25.00
30 but less than 40	35.00
40 but less than 50	45.00
50 but less than 60	55.00
60 but less than 70	65.00
70 but less than 90	80.00
90 but less than 110	95.00
110 and more miles	110.00

For purposes of calculating a deduction under this Section, an established community is a population center offering the minimal community services listed below on a year-round basis, or alternatively, approximately the same seasonal basis as the occupancy of the State rental quarters under consideration. Conformity with this definition, without regard to population size or other criteria is the sole basis for identification of an established community.

SERVICES	MINIMUM
Medical	Physician, one (1) dentist
Educational	Public elementary and high school (unless transportation is provided without charge, to a borough, or district school)
Shopping	Grocery, drugs, clothing, hardware and general household needs
Religious	Congregation of two (2) faiths, or denominations
Public Transportation	Connection with at least one (1) major town or city by Common carriers (i.e., trucking, airport, bus)

In no case will total deductions reduce the rental base more than 50 percent.

38.9 Geographical Differential Factors.

Election District in Which Facility is Located	Applicable Geographical Differential Factor
1	1.0000
2	1.0375
3	1.0375
4	1.0000
5	1.0750
6a excluding Valdez Duty Station	1.1500
6b Valdez Duty Station	1.1875
7	1.0375
8	1.0000
9	1.0750
10	1.0750
11	1.0750
12	1.2625
13	1.2625
14	1.3000
15a excluding Nenana Duty Station	1.3375
15b Nenana Duty Station	1.3000
16a South of Arctic Circle	1.1500
16b North of Arctic Circle	1.3375
17	1.3375
18	1.2625

Note: These ratios are derived from AS 39.27.020 and will be adjusted as required in accord with Article 24.2.B.

38.10 Utility Charge.

The utility charge will be one hundred and fifty-eight dollars (\$158.00) per month for all units.

38.11 Mobile Home Pad Rental Rate.

The rental rate for mobile home pads will be fixed at one hundred and forty-two dollars (\$142.00) a month and is not subject to reduction or increase by geographic differential.

38.12 Damage Deposit.

A damage deposit of two hundred and fifty dollars (\$250.00) is required for each unit. This deposit is refundable in full or part based on the condition of the unit, allowing for reasonable wear and tear, at the time of final inspection.

38.13 Clean-Up Deposit/Mobile Home Pads Only.

A clean-up deposit of two hundred and fifty dollars (\$250.00) for each mobile home pad is required for utility disconnect and pad clean-up. This deposit is refundable if upon inspection the pad is found to be clean and free of debris.

38.14 Payroll Deductions/Disputed Amounts.

Rent and utilities will preferably be paid by payroll deduction. If a dispute between the State and an employee develops concerning the unit's condition as provided for in Landlord-Tenant Act, payment will continue and the State agrees to establish a separate account into which monthly rent will be deposited until the dispute is resolved. When a settlement is reached, the disputed funds will be disbursed appropriately.

38.15 Bunkhouse Rental Rates.

The standard bunkhouse room rental rate will be one hundred and five dollars (\$105.00) a month for each occupant.

There will be no charge for utilities to bunkhouse residents. All bunkhouse units will be furnished. No damage deposit will be required of bunkhouse residents.

38.16 Pet Limitation.

Employee occupants who own pets will ensure that their pets are not nuisances and do not create unsanitary conditions in/around quarters. All pets must be leashed or otherwise under direct control of their owners while on State-owned or State-controlled premises. Ownership of kennels, dog teams, livestock, horses and other exotic pets is prohibited on State-owned or State-controlled premises. Owners of pets are responsible and liable for injury, damage or loss caused by their pets.

ARTICLE 39 - PRINTING OF THE AGREEMENT

The parties agree that an APEA/AFT representative and a person appointed by the Employer will meet and mutually agree on the format, size, and specifications of the Agreement to be printed. The Employer will print or be responsible for the printing of the Agreement. The parties will designate the number of copies of the Agreement each desires and each party will be responsible for the cost involved in printing that number of copies. APEA/AFT will be responsible for the distribution of the copies to its membership and such copies may be distributed during working hours.

For the State:

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Date: 12/15

For the Supervisors:

BJ [Signature]
Date: 12/15/09

ARTICLE 40 - DURATION OF THE AGREEMENT

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Bd [Signature]

40.1 Effective Dates.

This Agreement will become effective on July 1, ~~2007~~2010 and will continue in effect until June 30, ~~2010~~2013.

40.2 Reopener.

At the request of either party, this Agreement may be reopened for the purpose of dealing with effects of the Health Care and Education Reconciliation Act. Any request to reopen this Agreement shall be made on or before February 1, 2011.

4.3 Negotiations for a Successor Agreement.

Either party may give written notice during the period from October 1, ~~2009~~2012, until October 31, ~~2009~~2012, of its desire to negotiate a new agreement. Negotiations will commence on or after December 1, ~~2009~~2012.