

COLLECTIVE BARGAINING AGREEMENT
between the
STATE OF ALASKA
and the
PUBLIC SAFETY EMPLOYEES ASSOCIATION
representing the
PUBLIC SAFETY OFFICERS UNIT
Members within the Department of Transportation &
Public Facilities

October 12, 2020 – June 30, 2023



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PREAMBLE

This Agreement entered into by the State of Alaska and the Public Safety Employees Association AFSCME Local 803 has as its purpose the promotion of harmonious relations between the Employer and the Association; the promotion of efficiency and economy in service to the citizens of the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 1 - DEFINITION OF TERMS

1.01 - Tense, Number and Gender

As used in this Agreement:

- A. Words in the present tense include the past and future tenses, and words in the future tense include the present tense.
- B. Words in the singular number include the plural, and words in the plural number include the singular.
- C. Words of the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

1.02 - Definitions

- A. "Association" means the Public Safety Employees Association; AFSCME Local 803 (PSEA).
- B. "Bargaining Unit" in this Agreement means the Public Safety Officers Unit (PSOU), as described in and subject to the provisions of Article 15.01, and consisting of those classifications deemed appropriate by mutual consent or additional classifications deemed appropriate by the Alaska Labor Relations Agency.
- C. "Class Action Grievance" means a grievance in which a member is grieving actions/nonactions of any individual other than his/her immediate supervisor, or one in which the action/nonaction of two (2) or more immediate supervisors in separate posts (work locations) are being grieved.

Common class action grievance is one in which two (2) or more members are grieving the same action/nonaction of their immediate supervisor and may be entered after Step One is completed.

Association class action grievance is one in which an alleged grievance action/nonaction occurs. This may be filed by the Association on behalf of the member and entered at Step Three.

D. "Class Specification" is a written statement of duties and responsibilities that are characteristic of a class of positions and includes the education, experience, knowledge and ability required to perform the work of the class of positions. Those duties shall be specifically enumerated.

E. For the purpose of seniority and layoff (Articles 11 and 18 of this Agreement), the following will be considered "job classification series":

Airport Police and Fire Officers I - IV (Airport Police and Fire Officers)

F. "Day(s)" as used in this Agreement providing time constraints on the parties means calendar days exclusive of holidays unless otherwise specified herein.

G. "Employer" means the State of Alaska.

H. "Holiday" in this Agreement means:

- 1) The first day of January, known as New Year's Day;
- 2) The third Monday in January, known as Martin Luther King, Jr.'s Birthday;
- 3) The third Monday in February, known as President's Birthday;
- 4) The last Monday in March, known as Seward's Day;
- 5) The last Monday in May, known as Memorial Day;
- 6) The fourth day of July, known as Independence Day;
- 7) The first Monday in September, known as Labor Day;
- 8) The eighteenth day of October, known as Alaska Day;
- 9) The eleventh day of November, known as Veterans Day;
- 10) The fourth Thursday in November, known as Thanksgiving Day;
- 11) The twenty-fifth day of December, known as Christmas Day;

- 12) Every day designated by the Governor of Alaska as a legal holiday for all State employees;
 - 13) Beginning in 2012, one additional day per year shall be treated as a floating holiday and shall be credited to the member's leave account on the first day of the second pay period in July.
-
- I. For the purpose of seniority and layoff (Articles 11 and 18 of this Agreement), the term "job classification" will mean the job titles that comprise the "job classification series" listed above (e.g. Airport Police and Fire Officer I, Airport Police & Fire Officer II, etc.).
 - J. "Member" in this Agreement means a person in the State service who is paid a salary or wage and holds probationary or permanent or nonpermanent status working in a job class that has been designated by the Alaska Labor Relations Agency as within the Public Safety Officer's Bargaining Unit.
 - K. "Nonpermanent Employee" in this Agreement is as defined in AS 39.25.200.
 - L. "Pay Status" in this Agreement encompasses work time and paid leave time.
 - M. "Personal Effects" in this Agreement shall include all personal property and possessions.
 - N. "Personnel File" in this Agreement means all those documents, reports, written or otherwise recorded evaluations of a person's performance while performing duties on behalf of the Employer, and any other material pertaining to that person that is kept in that file.
 - O. "Promotion" in this Agreement means an advancement in rank or position.
 - P. "Duty Station," as that term is used in this agreement, is defined as the city, town, or village where a member spends the major portion of his or her working time or the place to which the member returns upon completion of a special assignment.
 - Q. "Transfer" in this Agreement means a relocation from one geographic location to another location.

ARTICLE 2 - RECOGNITION

2.01 - General Recognition

The State of Alaska, hereinafter referred to as the Employer, recognizes the Public Safety Employees Association AFSCME Local 803, hereinafter referred to as the Association, as the exclusive representative of all permanent, probationary, and nonpermanent employees in the Bargaining Unit for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment.

2.02 - Exclusive Representation with the Association

The Employer shall not negotiate or handle grievances with any individual or employee organization other than the Association or its designee with reference to terms and conditions of employment of members in the Bargaining Unit. When individuals or organizations other than the Association, or its designee, request negotiations or handling of grievances, they shall be advised by the Employer to transmit their request to the Association. Similarly, the Association, or its designee, shall advise any individuals or organizations seeking to negotiate or handle grievances that the Association, or its designee, is the exclusive representative of members of the Bargaining Unit and shall be the only agency to approach the Employer on these matters. However, nothing contained herein shall be construed to, in any way, deprive members of rights as provided by law.

2.03 - Representation of Nonpermanent Employees Recognized

It is recognized that the need exists to hire nonpermanent employees in positions similar in duties and requirements to permanent positions in the bargaining unit. The Employer and Association agree that all determinations concerning the terms and conditions of nonpermanent employment shall be in accordance with the Personnel Rules and Legislative Enactments except as provided for in this Agreement.

- A. All nonpermanent employees shall meet the criteria for nonpermanent employees set out in Alaska Statutes 39.25.150, 39.35.680, 39.25.195, 39.25.197, 39.25.198, 39.25.200.
- B. An individual hired into a class covered by this Agreement as a nonpermanent employee must perform the work of that class and may not be paid less than the entry salary step of the range assigned to the class in which he/she is to work.
- C. Nonpermanent employees are only covered by the holiday, personal leave accrual and uniform and clothing allowance provisions of this Agreement and the Personnel Rules.
- D. Nonpermanent employees who begin a shift and are then sent home during the first (1st) half of the shift shall receive four (4) hours pay or payment for their normal hours of work, whichever is less. Nonpermanent employees who are sent home during the second (2nd) half of a shift shall receive eight (8) hours pay or payment for their normal hours of work, whichever is less.

2.04 - Union Representatives and Board Members

A. PSEA will provide a list of Union Representatives to the Director of Personnel & Labor Relations twice per year. PSEA will also provide to the Director of Personnel & Labor Relations a current and up-to-date list that identifies the individuals who occupy offices on PSEA's Executive Board, the offices occupied by these individuals, and the expiration date of their respective terms of office. The Employer will only recognize an employee as a Union Representative or a Board Member if PSEA has informed the Employer, in writing, of the employee's name and the location for which s/he has been designated as a Union Representative or Board Member.

B. A Union Representative chosen by PSEA shall handle complaints and grievances under this Agreement with the proper Employer representative during working hours as well as disseminate information regarding collective bargaining issues directly relating to PSEA and its membership.

C. All time spent in Association activities during a Union Representative's or Board Member's scheduled work hours will be recorded on the Representative's or Member's time sheet as Union Business Leave (UBL).

D. Association business leave will be noticed as much in advance as is practicable. Association Business Leave will not be unreasonably denied.

ARTICLE 3 - ASSOCIATION SECURITY

3.01 - Condition of Employment

[Note: This subsection is to be determined through an interest arbitration. Until then, the status quo regarding this subsection will be maintained.]

3.02 - Noncompliance

Upon the written demand of the Association, any member who has been employed for more than thirty (30) days and who is not in compliance with the provisions of this Article shall be terminated by the Employer. Termination shall become effective within thirty (30) days after receipt of the aforesaid demand to the Employer by the Association.

3.03 - Exception

The rights of nonassociation of members having bona fide religious convictions based on tenets or teachings of a church or religious body of which a member is a member shall be safeguarded in accordance with AS 23.40.225.

The Association agrees to provide representation to all bargaining unit members whether or not they are members of the Association.

3.04 - Association Activities

The Employer agrees that it shall not in any manner, directly or indirectly, attempt to interfere between any of its members and the Association. The Employer shall not in any manner restrain or attempt to restrain any member from belonging to the Association, or from taking an active part in lawful Association affairs that are not inconsistent with this Agreement.

3.05 - Dues Deductions

[Note: This subsection is to be determined through an interest arbitration. Until then, the status quo regarding this subsection will be maintained.]

3.06 - Written Notice

The Employer shall provide the Association with a written notice of all additions to the unit and all separations from the unit. Such notice shall include the member's name, class title, location and the date of such action. This written notice shall be transmitted to the Association within fifteen (15) days of the action by the appropriate department.

ARTICLE 4 - ASSOCIATION RESPONSIBILITY

4.01

The Association assumes all obligations and responsibilities for this unit to the extent the Association may exercise reasonable control as permitted by law.

4.02

The Association agrees that this Agreement is binding on each and every member of this bargaining unit and that its members, individually or collectively, accept full responsibility for carrying out all of the provisions of this Agreement.

4.03

The Association agrees that it shall where permissible in its role as exclusive representative, take affirmative steps to assist the Employer in combating absenteeism, sexual harassment, and other practices by the employee which may be illegal or may hamper the Employer's operation. All efforts to improve safety practices, fitness, efficiency, and the quality of public safety shall be vigorously supported by the Association. The parties agree to promote good will between the Employer and the Association, and between the Employer and bargaining unit members.

ARTICLE 5 - MERIT PRINCIPLES

5.01 - Merit Principles

The parties agree that it is their mutual intent to strengthen merit principles in the bargaining unit, to the end that bargaining unit members be selected, appointed and promoted from among the most qualified.

5.02 - Nondiscrimination

Neither party shall discriminate against any member on the basis of race, color, religion, national origin, age, sex, physical or mental disability, marital status, change in marital status, pregnancy, parenthood, Association activity, political affiliation or political belief, or otherwise as specified in law with respect to the application of this Agreement.

Public Safety Employees Association agrees that its membership has the right to utilize the Employer's Internal Discrimination Complaint Procedure, but that it does not supersede the provisions of the grievance-arbitration procedure in Article 10.

ARTICLE 6 - MANAGEMENT'S RIGHTS

Except--and only to the extent--that specific provisions of this Agreement expressly provide otherwise, it is hereby mutually agreed that the Employer has, and shall continue to retain, regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect. However, this right shall not abridge the CBA.

Nothing in this Article shall be considered as superseding those rights granted to the Association in the articles and/or amendments of this Agreement.

ARTICLE 7 - MEMBER RIGHTS AND DISCIPLINARY PROCEDURE

7.01 - Definition of Discipline

Discipline is defined as a personnel action taken by the Employer against a member that is based on a just cause finding. Terminations, suspensions, demotions, written reprimands, or written warnings are considered discipline. A copy of all disciplinary actions and any materials used to justify the discipline taken shall be forwarded to the Association at 4228 Laurel Street, Anchorage, Alaska 99508 within two (2) working days. Electronic delivery shall be an acceptable form of notification.

7.02 - Rights of Members

Members are entitled to a fair and impartial investigation when in the course of the member's scope of employment, the Employer deems an investigation is necessary. The member shall be presumed innocent unless a complaint is sustained and the burden of proof shall be on the Employer.

Egregious misconduct, which may on the first offense result in discharge, includes, but is not limited to, gross disobedience or insubordination, dishonesty, chemical or alcohol intoxication while on duty (including standby duty), physical misconduct, criminal conduct, abusive or lewd behavior, or abandonment of duties. Nothing in this paragraph shall abridge the member's rights under the Collective Bargaining Agreement.

If it becomes necessary for the Employer to initiate disciplinary actions against any member for just cause, such actions shall be administered in a fair and impartial manner with due regard for the circumstances of the individual case.

Upon receipt of a complaint, except criminal, against a member, the Employer shall notify the member and the Association that a complaint has been received within two (2) of the subject member's working days. Employees on leave status shall be notified within two (2) of the subject member's working days of returning to duty. When a complaint is received against a member that is likely to result in an investigation, the Department shall normally require a statement by the complainant. In the event no signed statement can be obtained from the complainant, the individual receiving the complaint shall prepare a full signed statement of his/her own with regard to the complaint. A copy of the signed statement or the complaint shall be furnished to the member and Association at the time of notification that there is an investigation initiated.

Association representation is mandatory at any disciplinary employee conference and the employee interview unless the member specifically waives his or her rights to representation in writing. However, the member continues to have all appeal rights provided in the CBA in order to contest any disciplinary action that may be taken, excluding Letters of Warning or Reprimand.

7.03 - Types of Investigation

A. Criminal Investigations

The State of Alaska has the authority to authorize a criminal investigation on any person in the State of Alaska. It is not the intent of this Article to prohibit the State of Alaska's authority in these matters. Therefore, when the State of Alaska authorizes the initiation or continuation of a criminal investigation on a member of the Association, said investigation can proceed as any similar case involving persons in the State who are not members of the Association. In those instances where the State is conducting an investigation as they would against any nonmember, the Employer/Employee relationship shall be nonexistent for matters pertaining to the criminal case, and this Article shall not apply until a conclusion of said investigation is reached. If upon reaching a conclusion of the criminal investigation the State determines that the possibility of discipline may exist, the State shall conduct one of the two procedures listed below. If the State determines discipline is appropriate, the decision shall not be based solely upon the criminal investigation.

When a member is indicted or waives an indictment or is charged with a crime involving state property or on state time, the member shall be placed on Authorized Leave Without Pay (LWOP) or allowed to use accrued personal leave pending the conclusion of the criminal proceeding. Should the member be acquitted or the charges dismissed and administrative charges are not sustained, the member shall be treated as if he or she had been placed on administrative leave or, if personal leave was used in lieu of LWOP, the personal leave used shall be reinstated into his or her leave bucket.

Investigation of disciplinary actions is separated into two types:

A. Administrative Investigation

An Administrative Investigation (AI) can result in discipline up to and including termination.

B. Known & Obvious

An Administrative Investigation is not warranted when the details of the complaint are readily apparent and not in dispute, after preliminary fact gathering from the chain of command. Discipline from a Known and Obvious circumstance will not result in termination.

7.04 – Investigative Process

A. Administrative Investigation (AI)

1. The member is notified of the complaint or allegation in the manner described under Article 7.02. The member shall also be notified of the employee interview and shall have at least five (5) working days to prepare for the interview and arrange for union representation. The name of the investigator will be identified in the notification. In no case shall the investigating officer be the member's direct supervisor.

2. The member shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.
3. The member shall cooperate during any investigative process and, when requested by the investigator, will furnish information or give statements.
4. The member may be accompanied by no more than two (2) representatives at the employee interview. One (1) Association representative to be identified by the Association at the start of the interview shall be allowed to cross-examine the member at the close of the interview with right of re-examination by Management following the Association questioning. The interview will be recorded. Questioning shall be conducted in not more than one-half (1/2) hour segments for no more than four (4) hours per day. Each one-half (1/2) hour segment shall be followed by a one-half (1/2) hour rest period. The rest period may be waived by the member.
5. A member shall be required to answer only those questions specifically related to the member's duties and responsibilities within the scope of his/her employment and pertaining to the investigation.
6. A member's immediate family shall not be interviewed unless they are parties to the complaint, or at the specific request of the member.
7. There shall be no off-the-record questions asked of the member.
8. Submission to a polygraph examination or other lie detecting devices shall not be mandatory. Refusal to submit to such examination shall not be grounds for disciplinary action.
9. The Department will endeavor to complete an administrative investigation within 60 days of opening the administrative investigation, excluding periods in which the matter was under criminal investigation or paused for referral to an outside agency for investigation, or upon mutually agreed extension. The member and PSEA will be provided an update on the status of the administrative investigation at 60 calendar days if the administrative investigation has not been completed.
10. If, during an investigation, the Employer determines it is necessary to relieve a member of regularly assigned duties, the member may be temporarily reassigned to "administrative" duties or placed on administrative leave with full pay, benefits and retention of his/her classification until the investigation has been concluded and a course of action determined. This temporary reassignment shall not be considered as a disciplinary measure.

The placement of a member on administrative leave under this provision shall not exceed seventy-five (75) calendar days unless an extension is agreed to between PSEA and the Employer. If administrative leave extends beyond seventy-five (75) calendar days, the

employer shall pay all premium pays, shift differentials and the average overtime. The parties agree that the seventy-five (75) calendar day period shall be tolled where the Administrative Investigation is being held in abeyance and also during periods when the subject member is on leave. The Department shall update the Association at the conclusion of the 75 calendar days of Administrative Leave and every thirty (30) calendar days thereafter as to the progress of the Administrative Investigation.

No negative inference(s) may be drawn from the Department's failure to place a member on administrative leave during an Administrative Investigation.

11. During the course of an investigation, the Department may determine that it is not necessary to continue the normal and routine investigation process and procedures. The Department may determine that the investigation can be completed with an Executive Summary or a Memorandum of Findings as opposed to a full investigative report. In these cases, the Department shall advise the Association of its intent. The Commissioner and/or designee shall meet with the member and an Association Representative within ten (10) working days to discuss the Executive Summary or Memorandum of Findings.

During this meeting, the member and/or the Association may contest the Executive Summary or Memorandum of Findings and the normal and routine investigative process and procedures shall be followed.

12. Prior to determining discipline, a recorded employee conference will be held. In such case, the member shall be notified and be afforded at least five (5) of the subject member's working days to prepare for the conference, unless waived by the member. Five (5) days prior to the employee conference, the employer shall provide copies of all investigative material to the member and Association. PSEA and the member agree this information shall not be released to third parties unless agreed to in writing between the employer and the employee.

13. The member shall be provided an exact copy of any recordings within seven (7) days of the interview(s) and conference if requested, and a certified transcript within twelve (12) days of receipt by the Department, if transcribed, unless extended by mutual agreement.

If the member or the Association records either the employee interview or employee conference, the member shall provide an exact copy of these recordings within seven (7) days of the interview and/or conference, if requested, and a certified transcript within twelve (12) days of receipt by the Association, if transcribed, unless extended by mutual agreement.

14. A member who is under investigation, and the Association, shall be informed within five (5) days of the investigation having been completed and a course of action having been determined. If the original notification is other than written, a follow-up communication to the member and Association shall be provided by certified mail, electronic mail, or fax.

15. No materials or reports involving the allegations shall be entered into any personnel file of the member where the investigation has exonerated the member and/or the allegations were determined to be unfounded or not sustained.

The completed Investigation file shall be considered a confidential file. Requests for review of these files must be made in writing by the member or Association, on behalf of the member, to the Commissioner's Office.

B. Known & Obvious

1. Prior to determining discipline, a recorded employee conference will be held. In such case, the member shall be notified and afforded at least two (2) of the subject member's working days to prepare for the conference, unless waived by the member. The member shall be informed of the name of the person conducting the conference.

2. All investigative material shall be made available to the member and Association for review at a department office prior to or at the employee conference.

3. The member shall be provided an exact copy of any recordings within seven (7) days of the conference if requested, and a certified transcript within twelve (12) days of the receipt by the Department, if transcribed, unless extended by mutual agreement.

If the member of the Association records the employee conference, the member shall provide an exact copy of these recordings within seven (7) days of the conference, if requested, and a certified transcript within twelve (12) days of receipt by the Association, if transcribed, unless extended by mutual agreement.

4. No materials or reports involving the allegations shall be entered into any personnel file of the member where the investigation has exonerated the member and/or the allegations were determined to be unfounded or not sustained. The complete Investigation file shall be considered a confidential file. Requests for review of these files must be made in writing by the member or Association, on behalf of the member, to the Commissioner's Office.

7.05 - Voting

The Employer shall provide reasonable and necessary time for members to vote in local, municipal, borough, State and Federal elections when the member is, in the view of the Employer, unable to vote outside of working hours.

7.06 - Examination of Personnel Files

A member shall have the right to examine his/her own personnel file or files and to make copies of any document contained therein. At the time any material is placed in the member's personnel file or files by the Employer, a copy shall be forwarded to the member unless originated by the member.

Anecdotal records are records not contained in the member's personnel file or files. The parties agree that anecdotal records may be kept in preparation for completing performance evaluations.

ARTICLE 8 - TRAVEL, PER DIEM, AND MOVING

8.01 - Applicability of the Alaska Administrative Manual

The Alaska Administrative Manual is currently available on the Department of Administration, Division of Finance website at:

<http://doa.alaska.gov/dof/manuals/aam/index.html>

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

8.02 - Privately-Owned Conveyances

Members are not obligated to use their privately-owned vehicles for State business. However, when members use their own vehicles for State business, reimbursement shall be in accordance with the Alaska Administrative Manual in effect on the day of travel.

8.03 - Travel on Days Off

If a member is required to travel during his/her normal scheduled work hours, but on his/her regular day off, those hours shall be considered as hours worked and counted towards hours eligible for overtime compensation. The travel may be by commercial means of conveyance, or may be by another mode of transportation provided by the Employer.

If the member is required to perform this travel at times other than his/her normal scheduled work hours, but on his/her regular day off, those hours shall be considered as hours worked and counted toward hours eligible for overtime compensation. The travel may be by commercial means of conveyance, or may be by another mode of transportation provided by the Employer.

Travel time on regularly scheduled workdays shall be considered as time worked and shall be paid in accordance with other Articles of this Agreement.

ARTICLE 9 - TRAINING AND ADVANCED EDUCATION

The Employer shall determine when training is necessary and shall set consistent standards for all training.

The Employer reserves the right to assign members to job-related training. If a member is on approved leave, the Employer shall not require a member to be recalled from personal leave for the purposes of attending job-related training. When scheduling job-related training, the Employer shall make efforts to assure the training does not conflict with a member's prior authorized and scheduled personal leave.

Test scores alone may not be grounds for disciplinary action. However, failure to attend or satisfactorily participate in the assigned training may be grounds for disciplinary action.

The satisfactory completion of entry level training provided by the Employer is required for continued employment in that class series regardless of employee status (i.e., probationary or permanent).

All members are required to satisfactorily complete all Employer provided training designed to meet FAA regulations.

When attending a training class of three days or less, the hours spent in class will count as the total work day, so long as the class is at least eight (8) hours in duration per day, and the first day of any class shall count as the eight (8) hour day guaranteed within the fourteen (14) day work period. If a class is four (4) days or more, all hours spent in class will be considered towards an eighty (80) hour work period. When attending training classes that cause a member to be scheduled below the guaranteed eighty (80) hours in a work period, the member will be granted Employer-paid Minimum Guarantee hours.

Travel time to and from a training class shall not be considered a training day as outlined above. Travel time will be counted in accordance with Article 8.

Management and the member may agree to a temporary duty schedule change for attendance at training classes. When attending a training class in which the member's regularly scheduled shift adjoins the scheduled training shift, or which interrupts the member's sleep hours, the member shall be granted Employer-paid administrative leave up to a cumulative total of 8 hours in pay status, to be split/scheduled by agreement between management and the member. This is to ensure the member will have at least eight (8) hours off before start of the class and before return to duty.

ARTICLE 10 - GRIEVANCE-ARBITRATION PROCEDURE

10.01 – General

A. Definition of Grievance

A grievance is defined as a dispute between the parties over the meaning, application, or interpretation of a term of this Agreement. However, it is recognized that discussion and interpretation of the applications of other rules and regulations of the Employer may be necessary for the resolution of the grievance. A grievance shall identify the Article(s) and Section(s) that the Employer is alleged to have violated and the specific manner in which the violation is alleged to have occurred.

B. Notification of Discipline

When disciplinary actions involving discharge, suspension or demotion are imposed, the Employer shall furnish the Association with a copy of the written notification to the member affected. The copy shall be mailed to the Association within two working days of the time the notification is issued to the member. Electronic delivery shall be an acceptable form of notification.

C. Written Warnings and Reprimands

Written warnings and reprimands are not subject to the grievance procedure, but may be reviewed through the chain-of-command up to and including the Commissioner. If not resolved, the employee may include a written rebuttal, which shall be attached to and become a part of the written warning or reprimand. A written warning or reprimand shall be purged from the member's personnel files two years after the date of issuance if no similar instances of conduct are reported in writing and upon the written request of the member to Human Resources. Written warnings and reprimands issued as a result of an arbitrator's decision are not subject to this section.

D. Probationary employee

Members are precluded from grieving disciplinary actions and dismissals during their initial probationary periods. Members are precluded from grieving demotions during their promotional probationary periods.

10.02 - Step Three Grievance Entry

A. Association or Class Action Grievances

A grievance may be brought under this procedure on behalf of more than one (1) member as a Class Action grievance. Any grievance that is brought on behalf of more than one (1) member must identify the grievants with sufficient specificity that the class is readily identifiable. The Association may file a grievance as an Association grievance. Class Action and Association grievances shall be initially submitted at Step Three.

B. Disciplinary Grievances

Grievances involving terminations, suspensions and non-probationary demotions shall be entered at Step Three.

10.03 - Time Limitations

A. Thirty Day Limitation

A grievance must be submitted at the appropriate level within thirty (30) working days of occurrence; or within thirty (30) working days of knowledge of occurrence. A grievance not brought within these time limits shall not be considered timely and shall be void.

B. Waiving of Time Limitations

The time limits for grievance response may be waived by mutual agreement in writing between the Association and the appropriate Management representative at each step. All mailed material relating to Steps Two-Five of a grievance shall be accomplished through a proof of mailing and receipt method. Electronic delivery, with proof of sending and receipt, shall be an acceptable form of notification.

10.04 – Steps

STEP ONE: An aggrieved member shall first attempt to settle the grievance through discussion with his/her immediate supervisor. The member may be represented by an Association representative, if desired. The supervisor shall make a decision and orally communicate this decision to the aggrieved member within five (5) working days from the initial presentation of the grievance.

STEP TWO: If the grievance is not settled in accordance with Step One, the Association may decide to continue processing the grievance by submitting the grievance in writing. Such written grievance shall be submitted to the appropriate Airport Manager, or designee, within ten (10) working days after the Step One response is due or received, whichever is first. The Association representatives and the appropriate State representatives may attempt to settle the grievance within ten (10) working days of receipt of the grievance.

STEP THREE: If the grievance is not settled at Step Two, the Association may decide to elevate the grievance to Step Three by forwarding the grievance to the Commissioner of the appropriate department for resolution within ten (10) working days after the Step Two response is due or received, whichever is first. The appropriate Commissioner shall have fifteen (15) working days after receipt to answer the grievance.

STEP FOUR: If the grievance is not settled at Step Three, the Association may decide to elevate the grievance to Step Four by forwarding the grievance to the Commissioner of Administration within ten (10) working days after completion of Step Three. The Commissioner of Administration shall have fifteen (15) working days after receipt to answer the grievance. The Association representative and the Commissioner of Administration or designee may meet and attempt to resolve the grievance. If the grievance is resolved, a written agreement between the Association and the Employer shall be issued. Such written agreement shall have the same force or effect as a decision

or award of an arbitrator and shall be final and binding on each of the parties and they shall abide thereby.

10.05 – Arbitration

If not resolved at Step Four, the Association may decide to submit the grievance to arbitration. The notification for arbitration must be sent to the Director of the Division of Personnel & Labor Relations within ten (10) working days after completion of Step Four.

The State shall have ten (10) working days from the receipt of the Association's notification of arbitration to respond. The parties shall begin the selection process within thirty (30) working days after the State's receipt of the Association's notification to select the arbitrator from the Arbitrator Selection List. PSEA will contact the appropriate State representative to initiate the selection process.

A. Arbitrator Selection List

Within thirty (30) calendar days after the signing of this Agreement, the Employer and the Association shall attempt to agree to a list of eleven (11) names of arbitrators for the Arbitrator Selection List. Absent mutual agreement, the parties shall petition the Federal Mediation and Conciliation Service for a list of twenty-one (21) names of arbitrators. The parties shall then alternately strike names from the list until eleven (11) names remain. These eleven (11) names shall constitute the Arbitrator Selection List.

B. Arbitration Selection Procedure

For each arbitration hearing, the parties will select an arbitrator from the Arbitrator Selection List by alternately striking one (1) name at a time until only one (1) name remains. The parties will alternate striking the first (1st) name. Alternatively the parties may select an arbitrator by mutual agreement.

Once selected, the Association shall have the responsibility of notifying the arbitrator. The notification letter shall be limited to informing the arbitrator of the name of the grievant(s), the location and number of hearing days required, and request the arbitrator provide both parties a list of available dates from which to mutually select. Neither party may provide any information to the arbitrator on the general or specific issue(s) of the case prior to the hearing, except as mutually agreed.

C. Authority of the Arbitrator

The parties agree that AS 09.43.070 of Alaska's Uniform Arbitration Act, as amended, shall be available to either party for application to any person who is not at the time of the arbitration currently employed by the State of Alaska.

If mutually agreed, the arbitration hearing shall adhere to the expedited rules of the American Arbitration Association, except that expenses incident to the arbitrator's services shall be borne by the losing party or, in the event neither party can be considered the losing party, shall be apportioned as the arbitrator deems equitable.

The decision of the Arbitrator shall be final and binding upon all parties. The Arbitrator shall not be empowered to rule contrary to, to amend or add to, or to eliminate any of the provisions of this Agreement. The arbitrator shall furnish his/her findings of fact and rationale for his/her decision. Expenses incident to his/her services shall be assigned by the arbitrator to the losing party. If, in the opinion of the Arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable.

It is agreed that the above arbitration procedure shall be the sole method of settling disputes, differences or controversies referred to arbitration. It is further agreed that the parties covered hereunder shall be bound by any decisions, determinations, agreements or settlements that may be effectuated pursuant to invoking the arbitration procedures. However, it is agreed that either party may appeal an arbitration decision to the court within ninety (90) days of receipt of the final decision or ninety (90) days after the arbitrator no longer retains jurisdiction, whichever is greater. An appeal not brought within these time limits shall not be considered timely and shall be void.

The parties shall exchange witness and exhibit lists ten (10) days before the scheduled arbitration, unless another date is mutually agreed between the parties.

ARTICLE 11 – SENIORITY AND SCHEDULING

11.01 - Definition of Job Classification Series

For the purpose of seniority and layoff, Airport Police and Fire Officers I-IV is considered the job classification series.

11.02 - Classification Series Seniority

There shall be two classification series seniority lists, one for Airport Police and Fire Officers at the Anchorage International Airport, and one for Airport Police and Fire Officers at the Fairbanks International Airport.

The member having the longest term of unbroken service in that job classification series at each respective airport shall be number one on that airport's classification series seniority list. All other members assigned to that airport shall be listed accordingly. Twice yearly, the Employer shall prepare and prominently post a classification series seniority list at each respective airport and electronically send the same list to PSEA.

Should it become necessary to break identical classification series seniority ties, the following method shall be utilized:

For those members hired with previous law enforcement experience who are not required to attend a Law Enforcement Training Academy:

- FIRST: Alaska Police Standards Council date of certification, (Police Certification)
- SECOND: Random drawing of names involved to be conducted by a PSEA Board Member.

Seniority ranking shall be established within thirty (30) days from the date of hire.

For those employees required to attend an APSC approved academy:

- FIRST: An average of the academic scores from an APSC approved academy and an aggregate of the department or state Fire Fighter I, II and AARF final exam scores combined with the highest single handgun and highest physical fitness score.
- SECOND: Random drawing of names involved to be conducted by a PSEA Board Member.

Should it become necessary to break a classification series seniority tie through use of a random drawing of names, the PSEA Board member conducting the drawing shall prepare a Memorandum for the Record reflecting the results of the drawing. Copies of the memorandum will be provided to each member whose name was drawn, to the Association, and to the Human Resources Supervisor.

11.03 - Classification Seniority

All time worked within a job classification, shall determine job classification seniority. In case of layoffs, job classification seniority shall apply. The same methods used to break ties in classification series seniority will be used to break ties in job classification seniority.

11.04 - Impact of Seniority

Neither job classification seniority nor classification series seniority shall have any impact on the accrual of annual leave or other benefits accorded all State employees.

11.05 - Termination of Seniority

A. Job classification seniority and classification series seniority shall be lost upon:

- 1) Discharge;
- 2) Non-retention;
- 3) Resignation;
- 4) Layoff for a period of two (2) years or more;
- 5) Failure of the member to accept and report for duty within thirty (30) days after notification of recall from layoff;
- 6) Abandonment of position (failure to report for duty within three (3) days following approved absence);
- 7) Taking a position outside the Airport Police & Fire Officer I-IV job class series.

B. Job classification seniority and classification series seniority shall not be interrupted by:

- 1) Periods of approved leave;
- 2) Workers' Compensation leave (Administrative Leave per Article 14.06);
- 3) Military leave for reserve training;
- 4) Active military duty when recall for such duty is beyond the control of the member;
- 5) Retirement disability up to three (3) years; or
- 6) Disciplinary Suspensions.

11.06 - Retention of Seniority

If a member is promoted into a position outside the bargaining unit, or is returning to their original airport after transfer (per Article 12), the member shall be entitled to a one (1) year period of grace without loss of classification series or job classification seniority.

11.07 - Vacation Scheduling

A. Vacation schedules shall be made by overall classification series seniority by units at each airport.

B. Early Requests

Vacations of three (3) consecutive workdays or more may be scheduled up to twelve (12) months in advance utilizing the following procedures:

- 1) Once every six (6) months, in April and in October, a notification for vacation requests for the following twelve (12) month period of time shall be posted by the appropriate supervisor of airport. The posting shall indicate the open dates available for vacation scheduling. All members shall be afforded one (1) month from the posting date for the purposes of submitting a vacation request for consideration.
- 2) Members desiring vacation time shall apply by submitting their request to their appropriate supervisor. Members who desire more than one block of leave shall prioritize their request, understanding that only their first preference shall be afforded seniority before other members' requests shall be considered. Once members have had the chance to submit their first preference the most senior member's second request shall be considered. This shall be repeated until all requests are considered. The members shall attempt to eliminate conflicting requests prior to the closing of the posting.
- 3) Within two (2) weeks after closing, the supervisor shall notify the applicants of the approved leave schedule.
- 4) Once approved, the vacation requests cannot be canceled by a subsequent request of a member with more bargaining unit seniority. Members who transfer into a new shift at each respective airport with previously approved vacation requests shall be considered on an individual basis; however, they cannot cancel approved vacation requests at each respective airport to which transferred. The State shall make every reasonable effort to honor a vacation that was previously approved.
- 5) Nothing in this subsection shall be construed to prevent vacation applications under Article 11.07 (A), when members do not desire an early request.

11.08 - Command Purposes

Seniority as defined in this Article shall in no way conflict or interfere with the designation of any member as senior for command purposes on a detail or case.

11.09 - Shift Assignments and Regular Days Off

A. Members shall, by classification seniority, select between two day shifts and two evening shifts. The start/stop times and Regular Days Off will be as follows:

0600 – 1800 hours with Fri/Sat/Sun as Regular Days Off
1800 – 0600 hours with Fri/Sat/Sun as Regular Days Off
0600 – 1800 hours with Mon/Tues/Wed as Regular Days Off
1800 – 0600 hours with Mon/Tues/Wed as Regular Days Off

APFOs shall normally work a twelve (12) hour shift with alternating three (3) and four (4) days off. One workday shall be scheduled as an 8-hour shift, for a total of eighty (80) hours in each fourteen (14) day period. Each shift shall have every other Thursday as a RDO. The 8 hour day that occurs once every two weeks shall be decided by officers based on seniority, unless attending training referenced in Article 9.

Regularly established shift changes shall occur not more frequently than once every four (4) months and not less frequently than every twelve (12) months. The posting for bidding of shifts and RDOs shall begin at least one (1) month prior to the regularly established change.

B. Realizing the contract language is clear that shift and regular days off assignments are to be bid and assigned according to seniority, it is recognized there may be occasions when a reassignment of a shift, and the corresponding days off, is necessary. Once shifts have been established, the Employer may reassign the least senior member (by job classification) to a different shift for up to thirty (30) calendar days. Unless mutually agreed in writing, for this period reassignment the member shall receive no less than the rate of pay applicable prior to the reassignment. Reassignment of the least senior member may be extended beyond thirty (30) days by mutual agreement. Alleged capricious and/or arbitrary reassignments are subject to review through the grievance and arbitration process contained in this Agreement.

C. In addition, the Employer may reassign any member to a different shift. No loss in shift differential shall occur for the first thirty (30) days of such reassignment unless mutually agreed. Unless the reassignment is mutually agreed, the reassignment is grievable through grievance/arbitration process contained in the Agreement.

D. The Employer shall notify the Association concurrent with any action taken within the next working day. The Employer shall provide the Association with an explanation of the reassignment with the notice, and shall provide the Association with a copy of any written agreements addressing shift reassignments.

11.10 - Shift Trading

A member may trade shifts with another member provided approval has been secured from the supervisor of the work being performed. The member is responsible for accounting for shifts "traded" and "paid back." For the purpose of pay administration, the Employer shall pay the member for the shift that he or she was originally scheduled to work.

11.11 - Shift Scheduling – Limitations

A. No member shall be required to work back-to-back shifts when effectuating a shift change. A minimum of eight (8) hours shall separate the shift change.

B. Article 15.14 (C), shall not be interpreted to require the State to pay overtime to members while effectuating regularly established shift changes that utilize the exercising of Article 11.09.

When effectuating the shift/workweek change, a member may be required to work more than five (5) consecutive days. In this case, for the purpose of establishing the new shift/workweek, the initial consecutive days worked beyond five (5) shall be paid at the applicable straight-time rate of pay, unless the Employer is required to pay overtime in accordance with the Fair Labor Standards Act.

When effectuating the shift/workweek change, a member may work less than five (5) consecutive days. In this case, for the purpose of establishing the new shift/workweek, the member shall receive the guaranteed pay in accordance with Article 15.14 (B).

ARTICLE 12 - ASSIGNMENT AND TRANSFER

Management may accept a permanent transfer from one airport to another into a vacant APFO II position, without competitive recruitment, from APFO I-IV members who have given written notice and a statement of interest. Management ordinarily will not accept for transfer those who have been employed in the Airport Police & Fire Officer job class series for less than three years. APFO IIs, IIIs and IVs who transfer into an APFO II position will not serve a new probationary period. APFO IIIs and IVs who transfer into an APFO II position will have their pay step determined under Payroll's statewide Standard Operating Procedures for creditable state service.

If a member is denied a transfer, management will provide the reason for denial in writing to the member and Association.

Members transferring from one airport to another will lose their classification seniority. Members who transfer back to their original airport within one (1) year will have their original seniority restored.

ARTICLE 13 – EMPLOYEE HOUSING

[This Article has been deleted.]

ARTICLE 14 - LEAVES OF ABSENCE FOR PERMANENT EMPLOYEES

14.01 - Personal Leave General

Personal leave shall be earned and used in lieu of all sick and annual leave, except as specified in this Article. Members transferring into the bargaining unit, who have annual leave earnings credited to their State annual leave accounts, shall have the annual leave balances transferred to their personal leave account.

Leave accruals shall occur twenty-six (26) times per year. To account for minute rounding in accrual rates below, active full-time employees shall receive an additional accrual, no more than once per year and starting 2021. This accrual shall be an amount equal to the difference between an employee's current yearly accrual rate and the sum of twenty-six (26) times that pay period accrual rate.

A. Rate of Accrual: A member hired into state service before July 1, 2014, who has permanent and/or probationary status shall accrue personal leave as follows (hours:minutes):

- 1) If the member has less than two (2) years of service: 7:23 per pay period for a total of 192 hours per year.
- 2) If the member has two (2) but less than five (5) years of service: 9:13 per pay period for a total of 240 hours per year.
- 3) If the member has five (5) but less than ten (10) years of service: 11:04 per pay period for a total of 288 hours per year.
- 4) If the member has ten (10) or more years of service: 12:55 per pay period for a total of 336 hours per year.

B. A member hired into state service on or after July 1, 2014, who has permanent and/or probationary status shall accrue personal leave as follows (hours:minutes):

- 1) If the member has less than two (2) years of service: 6:27 per pay period for a total of 168 hours per year.
- 2) If the member has two (2) but less than five (5) years of service: 8:04 per pay period for a total of 210 hours per year.
- 3) If the member has five (5) but less than ten (10) years of service: 9:41 per pay period for a total of 252 hours per year.
- 4) If the member has ten (10) but less than fifteen (15) years of service: 11:18 per pay period for a total of 294 hours per year.

- 5) If the member has fifteen (15) years or more of service: 12:55 per pay period for a total of 336 hours per year.

C. Accruals for less than a full month or a bi-weekly pay period shall be prorated.

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

For the purposes of personal leave accrual, personal sick leave bank, leave cash in, mandatory leave usage, and association leave bank assessments, a "day of leave" equals 8 hours. For the purposes of personal leave usage, it shall require 12 hours of leave to equal 12 hours in pay status

D. Changes of Accrual Rate: All accrual rate changes shall become effective on the first day of the pay period in which the service requirement has been met.

E. Medical Leave Bank : An employee transferring into the bargaining unit who has sick leave credited to their State sick leave account, shall have fifty percent (50%) of such leave transferred to their personal leave account and fifty (50%) transferred to a medical leave bank. Effective July 1, 2011, members who were employed on June 30, 2011 shall have fifty percent (50%) of any sick leave transferred to their personal leave account and fifty percent (50%) transferred to a medical leave bank.

Members may use medical leave in the event of a medical disability which prevents the member from working or an illness or injury to the member or the member's immediate family. If the member has no medical leave or if his or her medical leave balance is exhausted during the period of disability/absence, leave will be charged to the member's personal leave balance.

An injury or illness for which medical leave is taken may require a report from a licensed physician, at the discretion of the supervisor.

F. Utilization and Disposal: Personal leave shall be used for any and all purposes for which sick and/or annual leave has heretofore been used. Personal leave requests require the prior approval of the supervisor, except in the case of illness or injury to the member. Member requests shall be given full consideration and, to the extent practicable, approved. However, the parties agree that the final decision with regard to approval or disapproval of any request shall be based on the supervisor's evaluation of the needs of the job. If the leave request is denied, the supervisor will, by email or other written notice explain the reason for the denial. When a

member takes three or more consecutive work days of personal leave due to an illness or injury, the supervisor may require the member to provide a physician's certificate stating the reason for the absence.

Personal leave accrued but not used shall accumulate until separation, however, at least eighty (80) hours of personal leave must be used each leave year beginning January 1 and ending December 31 of the succeeding year except that employees exempted from 14.01 (G) of this Article must use one hundred and twenty (120) hours each full year. If members are not in pay status and no accumulating personal leave for part of the year due to military leave or FMLA/AFLA leave, then the amount of leave required to use or cash in shall be prorated accordingly.

If the member is denied the use of the required hours of personal leave in any full leave year, the member shall be entitled to payment for the unused portion. This payment shall be at the rate of one and one-half (1 ½) times the member's hourly rate and shall be included in the first (1st) regular pay following the close of the leave year in which the denial occurred. The period of time for which payment is made shall be deducted from the personal leave balance. It is understood that, should the member take no action to schedule the required hours of personal leave, the State may direct that he/she take the personal leave at any time to satisfy the requirement. If the member does not take the scheduled leave, the member shall be entitled to payment for the unused portion. This payment shall be at the member's annualized hourly rate. The period of time for which payment is made will be deducted from the member's personal leave balance.

Up to forty (40) hours of personal leave cashed-in under 14.01(K) of this Article will be applied to the employee's mandatory leave usage requirement.

G) Maximum Accumulation of Leave. Personal leave accrued but not used shall accumulate to a maximum of one-thousand and five hundred (1,500) hours on December 31 of any calendar year. A department head may permit an employee to carry over more than one-thousand and five hundred (1,500) hours of accrued personal leave if the employee was unable to reduce his/her accrued hours because the member: (1) was required to work as a result of fire, flood, or other extensive emergency; or (2) was assigned work of a priority or critical nature of a period of time.

By June 1 of each calendar year, those employees whose personal leave balance exceeds, or could exceed by December 31, the personal leave accumulation maximum of one-thousand and five hundred (1,500)

hours must submit to their supervisor for approval a plan to use personal leave to bring their balance below the accumulation maximum. If the employee fails to submit a plan, or adhere to an approved plan, the employee's division director will order the employee to take sufficient personal leave to reduce the employee's balance or potential balance on December 31 below the accumulation maximum. If the member does not take the scheduled leave, the member shall be entitled to payment for the unused portion. This payment shall be at the member's annualized hourly rate. The period of time for which payment is made will be deducted from the member's personal leave balance.

Members who had a personal leave balance that exceeded four hundred (400) hours on December 16, 2014 shall be exempt from this provision until such time as his/her personal leave balance equals four hundred (400) hours or less on January 1 of any calendar year.

When a member is appointed from a position in a Bargaining Unit without a leave cap into a position in the Public Safety Unit, the determination as to whether they will be exempt from the leave cap will be made at the time of appointment using the same criteria as above.

- H) Terminal Leave: A member shall receive a lump-sum payment of unused personal leave upon separation from State service. The lump-sum payment shall be calculated using the total number of accrued and unused personal leave hours converted to the employee's hourly rate of pay on the date of separation. The medical leave bank balance shall be automatically canceled without pay except in case of death of a member who, at the time of his/her death, is a bargaining unit member. All unused medical leave shall be paid to his/her beneficiary in a lump sum. Unused compensatory leave will be paid out at the employee's current hourly rate of pay at the time of separation.
- I) Movement from the Unit: If a member transfers to a position outside the bargaining unit without a break in service, the rules or contract provisions that apply to the position to which they transfer will apply. If the member transfers to a bargaining unit that has a maximum accrual of annual leave, he/she shall be credited up to the maximum annual leave allowed in his/her new position by virtue of transfer of personal leave earnings. Any leave remaining after the transfer of the maximum allowed shall be paid to the member.
- J) Funeral Leave: If a death occurs among members of a member's immediate family, the member shall be excused from work to attend the funeral and make other necessary arrangements from the day of death

until the day after the funeral, but not more than a total of five (5) days (not more than a total of ten [10] days if circumstances require the member to leave the State of Alaska). The funeral leave time shall be deducted first from personal leave and then from banked sick leave. Use of additional personal leave may be granted at the Employer's discretion.

Immediate family, for the purposes of funeral leave, shall mean husband, wife, child, father, mother, sister, brother, in-laws, grandparents, grandchildren, and any persons who stand in place of the aforementioned, including step relationships.

- K) Leave Cash-In. Employees having in excess of forty (40) hours of personal leave shall, upon written request to the Employer, receive payment for accrued but unused personal leave, subject to the following limitations:

Under no circumstances may an employee request or receive a leave cash-in that would reduce the employee's accrued personal leave balance below forty (40) hours.

When a member makes a written request to cash in leave or compensatory time, payment shall be made no later than one (1) pay period following the pay period in which the request was made.

No more than six (6) leave cash-ins will be processed in a leave year.

- L) Donation of Leave: Leave donations for medical reasons may be made in accordance with AS 39.20.245(b). The total amount of leave credited to a member's donated leave account shall not exceed three-hundred (300) hours during the life of the current Agreement.

14.02 - Parental Leave

For members leave for purposes of childbirth and/or adoption shall be consistent with the Federal Family and Medical Leave Act and the Alaska Family Leave Act.

For those members who do not qualify or who are not eligible under either of the Family Leave Acts, immediately preceding and following childbirth, the member giving birth is entitled to take a total of nine (9) weeks leave. This leave shall be charged first to sick leave, and if this is insufficient, to personal leave, then to leave without pay for the balance of the period of nine (9) weeks.

Where a maternity/FMLA/AFLA leave of absence is taken in accordance with the provisions of this section, the member shall accumulate service credit and seniority for the first nine (9) weeks or during the full period of paid leave, whichever is longer.

14.03 - Military Leave

A member who belongs to a reserve component of the United States Armed Forces is entitled to a leave of absence without loss of pay, time or performance rating on all days during which he is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction. The leave of absence may not exceed sixteen and one-half (16 1/2) working days in any calendar year. Any documents supporting the employee's absence will be submitted to their Employer in a timely manner.

A member who is ordered by the United States Selective Service System to report for a pre-induction physical examination is entitled to a leave of absence without loss of pay, time or performance rating. A member shall be granted three (3) days of administrative leave immediately prior to reporting for active duty.

14.04 - Leave Without Pay

A member who has exhausted personal leave may be granted up to one (1) year of leave without pay for a compelling reason. Absences up to six (6) months require division director's approval and absences up to one (1) year require approval of the Commissioner.

14.05 - Association Leave Bank

There is hereby created an Association Leave Bank for the sole and exclusive use of the Association. The Bank shall be administered and managed solely by the Association and subject to periodic audits by the Employer. Each audit shall be preceded by written notice, at least forty-eight (48) hours prior to the audit. Audits shall not be more frequent than twice each calendar year.

The first (1st) day of accrued personal leave of all new bargaining unit members shall be transferred to the Association Leave Bank. Upon request from the APFO Chapter President of the Public Safety Employees Association, the Employer shall transfer from one (1) hour to one (1) day from each bargaining unit member's personal leave account to the Association Leave Bank. Such deductions do not reduce the amount of personal leave use required by 14.01 (D).

The Association agrees that it shall not use the Leave Bank for any purpose other than bona fide Association business. Association business conducted outside of regularly scheduled work hours shall be eligible for reimbursement from the Leave Bank. The Association further agrees that the Leave Bank balance is not returnable to personal leave accounts, not transferable to successor bargaining agents and has no cash value upon de-certification. Notification of absences from duty for business leave shall be made to the appropriate management level as designated in writing by the Employer. Each request shall state specifically the purpose of the absence. Requests for absences for Association business shall not be unreasonably denied.

14.06 - Administrative Leave

Administrative leave is paid leave used to properly record an excused absence. It shall be granted for the following:

- A. Pre-induction physical examination as ordered by the U.S. Selective Service System.
- B. Time necessary for grievance administration up to one hundred and fifty (150) hours, the allocation to individual Association representatives to be at the discretion of the Association. The Association shall furnish the State reasonable advance notice when a member is to be absent from his/her station for the purpose of grievance administration.
- C. When appropriate during a transfer for the purposes of house hunting and moving according to the State Administrative Manual and Article 12.02 (E).
- D. A leave of absence for up to twelve (12) consecutive months from the date of initial injury/illness for a member who has suffered an illness or injury in the line of duty that would normally qualify them for Workers' Compensation. In such instances, the member may be assigned work at the discretion of the Department providing such work assignment does not adversely affect the nature of the illness or injury. Should it be determined the member shall not be eligible to return to full duty and applies for retirement, and retirement is granted prior to the twelve (12) months expiration of administrative leave, the Department's obligation under this provision shall then be nullified. It is the intent of this provision that a member would not be eligible to receive lost wage compensation from Workers' Compensation for that period of time covered by Administrative leave. However, in the event the member does receive lost wage compensation for that period of time covered by Administrative leave, such payment shall be submitted to the Department. In extraordinary circumstances, the parties may mutually agree to modify the provisions of this section. This provision does not apply to probationary recruit employees in training at the academy. These employees, however, shall be subject to eligibility of the Alaska Workers' Compensation Act.
- E. When conducting a shift change to attend a training class at least four (4) hours in duration, in which the member's regularly scheduled shift adjoins the scheduled training shift, the member shall be granted administrative leave in accordance with Article 9.

14.07 - Recruitment Incentive Leave

Any member that recruits a candidate that successfully completes all required Academies shall have thirty (30) hours of personal leave credited to their leave account. If this same candidate successfully completes their probationary period, the member shall have an additional thirty (30) hours of personal leave credited to their leave account.

In order to be eligible for the recruitment incentive leave, the member must adhere to the Department policy on recruitment.

ARTICLE 15 - WAGES

15.01 - Scope of the Bargaining Unit

This Agreement covers the following job classifications:

Airport Police & Fire Officer I
Airport Police & Fire Officer II
Airport Police & Fire Officer III
Airport Police & Fire Officer IV

The unit may be modified by the Alaska Labor Relations Agency (ALRA) or by mutual consent of the parties.

15.02 - Salary Schedule

A. Pay Increments

Pay increments, computed at the rate of 3.75% of the employee's base salary, shall be provided after the employee has served two years in a given range at Step F, provided that at the time the employee becomes eligible for the pay increment, the employee receives a current annual rating by his or her supervisor of "acceptable or better service" (i.e. mid-acceptable or higher).

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.

Increments J, K, L, M, N, and O require two years of creditable service at the prior step before receiving the increment. Increments P, Q, and R require three years of creditable state service before receiving the increment. The final increment is Step R and no employee may be placed higher than Step R at any range.

B. Wages

1. Effective July 1, 2021, the wage schedule in effect on June 30, 2021 shall be increased by seven percent (7%).
2. Effective July 1, 2022, the wage schedule in effect on June 30, 2022 shall be increased by a further three percent (3%).
3. Salary schedules are maintained at the Department of Administration website.
4. Assigned Training Pay – For Airport Police & Fire Officers I attending the basic law enforcement school, ALET, or a lateral academy, the following conditions shall apply.
 - a. The hourly rate of pay shall be computed by the following formula:

Hourly rate x .4256 = basic training rate of pay.

Members shall be paid as follows:

- a) Regular Duty Day: The member shall be paid eight (8) hours at straight-time and four (4) hours at the time and one-half (1 ½) rate of the basic training rate of pay; and
 - b) Regular Day Off (Sixth [6th] and Seventh [7th] Day) and Non-floating Holiday: The member shall be paid eight (8) hours at the time and one-half (1½) rate of the basic training rate of pay.
- b. Members shall be assigned an uninterrupted and unpaid sleep period in compliance with Fair Labor Standards Act.

15.03 - Education Incentive Premium Pay

Members who possess or achieve a Bachelor's degree from an accredited institution of higher education shall receive a onetime only step increase with proof of degree.

A member holding an Intermediate Police Certificate issued by the Alaska Police Standards Council shall receive a 3% differential above the member's base rate of pay. This pay shall not apply if a member receives a SERT premium pay, nor will this pay apply if a member receives a step increase due to possession of a Bachelor's degree.

A member holding an Advanced Police Certificate issued by the Alaska Police Standards Council shall receive a 3.75% differential above the member's base rate of pay. This pay shall not apply if a member receives a SERT premium pay, nor will this pay apply if a member receives a step increase due to possession of a Bachelor's degree.

15.04 - Geographic Differential

Duty Station	Percentage Above Basic Pay Plan
Anchorage	0%
Fairbanks	3%

In the event any geographic differential paid prior to the effective date of this Agreement is lowered, the salaries of affected members, except in the case of a demotion, shall be frozen for so long as they remain in their current geographic differential area, or until salary increases or changes in the member's position result in the member receiving a higher salary than the frozen amount. In the case of a demotion, the geographic differential received by the member immediately prior to the demotion shall be frozen for as long as the member remains within the same geographical area.

Except as provided above, after the effective date, members appointed to positions at duty stations covered by a different geographic differential shall be paid at the appropriate new differential.

Should work stations be established in locations not listed above, the Employer and Association agree to meet to negotiate the appropriate geographic differential.

15.05 - Shift Differential

A. Swing Shift: Notwithstanding (c) below, APFOs will receive a swing shift differential for all hours worked between 1600 and 0000. This swing shift differential shall be paid as an additional amount that equals 3.75 percent above their regular rate for all hours so worked.

B. Grave Shift: Notwithstanding (c) below, APFOs will receive a grave shift differential for all hours worked between 0000 and 0800. This grave shift differential shall be paid as an additional amount that equals 7.5 percent above their regular rate for all hours so worked.

For example, under (A) and (B) above, members with assigned shift hours of 0600 to 1800 will receive 2 hours of grave shift differential and 2 hours of swing shift differential.

C. Should a member on a shift with a pay differential be temporarily reassigned to a shift that pays less or no shift differential, the member shall receive the shift differential associated with the shift prior to the temporary assignment. For purposes of this section, "temporary reassignment" shall include all involuntary duty, including but not limited to, court appearances, training, meetings, temporary duty assignments, and recall. This provision excludes Article 16.16 of the current Bargained Agreement or members injured off-duty.

D. Employees returning to limited duty while on worker's compensation or injury leave will be entitled to the shift differential received at the time of injury. A member returning to limited duty from a non-work related injury will be paid the differential of the shift assigned.

E. In compliance with the Fair Labor Standards Act, for the purpose of overtime computation, shift differentials shall be included in the calculation of the straight time hourly rate of pay.

F. A member's shift differential entitlement, as detailed within the Agreement, only applies to hours worked. Shift differential is not paid on hours not worked, e.g., leave of any kind, compensation time usage, etc.

15.06 – Holidays

1. Worked: With the exception of floating holidays, a member who works a designated holiday shall be paid at the rate of 1.5 the member's regular hourly rate of pay for the first 8 hours worked, as well as straight time pay for the entire time worked that day. For example, if a holiday falls on a member's regular work day, the time sheet would report 8 hours of holiday premium pay, 8 hours of holiday straight time pay, and 4 hours of regular straight time pay. In the aforementioned example, 12 hours would count towards fulfilling the work period. The 12 hours worked would also count towards the 80-hour work period overtime threshold.

Less than a full work day worked: A member may work up to four hours on a designated holiday to fulfill the scheduled hours in a workday, in addition to observing the eight (8) hour holiday. These hours worked will be regular straight time pay, and will count towards fulfilling the work period, and count towards the 80-hour work period overtime threshold.

A member required to work on his/her designated non-floating holiday may elect to add to his/her accrued personal leave one and one-half (1-1/2) hours for each hour worked in lieu of cash payment. Such increases to personal leave shall require the approval of the Employer.

2. Observed: Otherwise, if a member observes a designated holiday and does not work during that holiday, the difference between the eight (8) hour holiday and the scheduled hours of work for that day will, at the member's request and business permitting:

- Be added to other days within the workweek; or
- Be taken as Personal Leave to maintain the established schedule; or
- The day will be designated as the 8-hour day (RIF day).

Holidays will be observed and the member observing a holiday will receive eight (8) hours of Holiday Pay in accordance with Article 16.

15.07 - FTO/WC Differential

A. Premiums

- 1) A member assigned to FTO duty shall receive a pay differential of seven and one-half percent (7.5%) of the member's regular hourly rate for each hour worked in that capacity.
- 2) A member assigned to Watch Commander (WC) duty shall receive a pay differential of five percent (5%) of the member's regular hourly rate for each hour worked in that capacity.

- B. When a member is simultaneously assigned to FTO and AWC duties, the member shall receive a pay differential of ten percent (10%) of the member's regular hourly rate for each hour worked in those capacities.
- D. Nothing in this section precludes eligibility for other premium pay.

15.08 - Standby

Members may be required to be available for standby duty. In such instances, the members' names shall be placed on a standby roster for the designated period of time of such requirement. Assignments to a standby roster shall be equitably rotated among members normally required to perform the anticipated duties.

Two hours of pay at the regular straight time hourly rate shall be paid to a member who is assigned to a standby roster for up to twenty-four (24) hours. When assigned to standby on their RDO due to an emergency the member shall receive an amount equal to three (3) hours pay at the regular straight time hourly rate. If members are assigned to the standby roster on a non-floating holiday, they shall receive an amount equal to four (4) hours pay at the member's regular straight time hourly rate.

A member must be notified by means of a published schedule, or by telephone, as to when the assigned periods of standby begin and end.

Standby pay is for the purpose of compensating the member for being available for work. Standby pay is not intended as compensation for any work performed by the member.

15.09 - Recall

- A. If a member is recalled to work after the completion of his/her regular shift, the member shall be paid a minimum of three (3) hours pay at the appropriate overtime rate, provided that should total call-back hours worked exceed three (3), the member shall receive pay at the appropriate overtime rate for all such hours worked. "Recall" shall be defined as the notification of a member after completion of his/her regular shift and having left the premises of the Employer and the requirement that he/she report for duty at a time prior to the commencement of his/her next scheduled shift and not connected to the next shift.
- B. A recalled member who works less than three (3) hours shall not be assigned "make work" in an effort to fill in the minimum guarantee. However, the Employer may assign a member to handle an emergency within three (3) hours of the initial recall without incurring a second minimum guarantee, even where the member has left the workplace.
- C. The recall provisions above do not apply in the following cases:
 - a. If the additional work assignment has been scheduled prior to the member's leaving the work site at the end of the shift;

- b. If the member who is contacted to return to work is on standby when contacted to return to work;
- c. If the member has volunteered to be called for overtime during a specified pay period;
- d. If the member is not required to report to a workstation or other location in order to perform the work.

In such cases, all hours worked will be paid at the appropriate rate of pay.

- D. If a member is required to attend court (including telephonic court appearances), a staff meeting or FTO meeting on their Regular Day Off (RDO), that member will be paid a minimum of three (3) hours pay at the appropriate overtime rate, provided that should the total hours worked exceed three (3), the member shall receive pay at the appropriate overtime rate for all such hours worked.

15.10 - Telephone Calls, Emails, and/or Text Messages

When a member receives telephone call(s), emails, and/or text messages during off-duty hours that require work be completed before the start of the member's next scheduled workday, he/she shall receive a minimum of one-half (1/2) hour pay, or actual time spent, whichever is greater, at an appropriate rate. The member shall report on his/her timesheet the start and stop times of all work performed in connection with off-duty telephone calls, emails, and/or text messages. Multiple calls, emails, and/or text messages during the same one-half hour period of time are considered as one call. The member may receive one-half hour pay for up to three separate and distinct calls received during an off-duty period. Upon receiving the fourth call during one off-duty period, the member shall be entitled to an additional 1.5 hours pay at the appropriate rate of pay. In no case shall the member be entitled to more than 3.0 hours pay in a single off-duty period for answering phone calls, unless more time has actually been worked.

"Work" does not include responding to brief administrative questions that must be answered before the employee's next shift.

Telephone call pay shall not be pyramided.

15.11 - Early Call-in

If a member is notified within four (4) hours after the completion of his/her shift that he/she is to report for duty prior to his/her next scheduled shift, he/she shall be paid at the appropriate overtime rate. If the member is notified later than four (4) hours after the completion of his/her shift that he/she is to report for duty prior to his/her next scheduled shift, he/she shall receive a minimum of two (2) hours at the appropriate overtime rate. Provided, however, that if the early call-in is for one hour or less before the normal shift starting time, only the actual time worked shall be compensated; the rate to be straight time or overtime as appropriate. "Early call-in" shall be defined as the notification of a member to report early and contiguous with his/her next regular scheduled shift.

15.12 - Interruption of Vacation/Leave

Occasionally, due to necessity, a member will be required to interrupt his/her vacation leave and return to duty status. It is agreed that this is not desired by either party and it is the parties' intent to keep this to a minimum. However, as this does occasionally occur, the following provision will control.

Prior to beginning vacation leave, the member is required to clear with the appropriate judicial officer before beginning the vacation leave, and inform the scheduling supervisor in writing of this action in order to be eligible for compensation in this section.

When the member begins the trip from the vacation site to the work location, the member will be placed in travel status. At completion of the trip, the member will be compensated at the overtime rate. Upon arrival at the work location, the member shall be placed in normal duty status and compensated at the overtime rate for all hours worked.

When the member's presence is no longer required, the member shall have the option of being returned to the vacation leave site or remaining. In any event, every reasonable effort shall be made to allow the member to extend the vacation by the interrupted period. If the member chooses to return to the vacation leave site, the member will be placed in travel status from the time the trip begins until it ends and will be compensated at the overtime rate.

15.14 - Workweek

- A. 12 Hour, 14 Day Schedule: The workweek will be in accordance with Article 11.09.
- B. 80 Hour Work Period: The normal work period shall consist of 14 consecutive days from Monday at 0600 hours to Monday at 0600 hours. The member shall be guaranteed 6 work days of 12 hours and 1 work day of 8 hours within the work period, unless member is on personal leave, suspension, layoff, or leave without pay.
- C. Overtime and RDO Premium: Work performed by a member in excess of 80 hours in pay status during a work period shall be paid at the rate of 1.5 times the member's regular hourly rate of pay. Work performed in excess of 12 hours in pay status during a work day shall be paid at the rate of 1.5 times the member's regular rate of pay. Notwithstanding this provision, a member who works on their Regular Days Off (RDOs) shall receive time and one-half (1 ½) premium pay for all hours worked on their RDOs, regardless of the number of hours worked during their regularly scheduled workweek. The pay shall not pyramid when the member is otherwise eligible for premium pay by other operation of law or contract.
- D. The work day will include a paid lunch period of one-half (1/2) hour for days worked of 12 hours or less, and two one-half (1/2) hour lunch periods for days worked more than 12 hours.

- E. Overtime shall be paid in cash except where a member requests and management approves compensatory time. All compensatory time agreements must be in accordance with the Fair Labor Standards Act.

Compensatory time shall be accrued at the rate of one and one-half (1 ½) times the actual hours worked and shall be capped at 100 hours.

The Employer may require that a member reduce his or her compensatory time balance through cash out or use before he or she changes geographic locations.

- F. The Employer shall make every reasonable effort not to schedule a member for duty on his/her days off.

15.15 - Continuous Hours of Work

If a member is assigned by the Employer and is required to work in excess of sixteen (16) continuous hours, those hours in excess of sixteen (16) continuous hours shall be paid at double-time.

15.16 - Investigator and APFO Training Officer Assignments

An Airport Police & Fire Officer (APFO) II or III, Range 75 or 76, who has received written delegated authority by the Division Director to be trained as an investigator or Airport Police & Fire Training Officer and performs the full duties of the higher range for more than six (6) consecutive or cumulative months, shall be paid for all subsequent days at the Range 77 at their current step. An Airport Police & Fire Officer (APFO) II or III, Range 75 or 76, who have moved to a Range 77 will not be eligible for 15.21 - Instructor Pay Premium. Management shall review the delegated authority after an APFO II or III, Range 75 or 76, has been paid to perform as an investigator or training officer for a year, and after each one year interval thereafter. Members promoted to another position directly from the investigator or training officer assignment shall have their promotion placement based on their current rate of pay as an investigator. Upon commencement of the duties of their regular position, the member shall return to their normal rate of pay.

15.17 - Acting in a Higher Classification

When a bargaining unit member receives a written assignment to perform essentially all of the duties of a specific position in a higher pay range than the member's own for fifteen (15) consecutive calendar days or more, the member will be paid for such time worked, retroactive to the first day, at the first step in that higher pay range that is above the member's current pay rate. If the assignment requires a member to perform the work of a position outside the bargaining unit, the member will remain a member of the bargaining unit and continue to have all the rights and obligations of a bargaining unit member, including the payment of dues and entitlement to health coverage.

Leave used or cashed out while a bargaining unit member is acting in a higher classification shall be paid at the bargaining unit member's regular rate of pay.

15.18 - Instructor Premium Pay

A member assigned to give instruction to other employees of the department as an additional assignment to their regular duties shall receive a five percent (5%) premium pay in addition to their regular rate of pay for all hours worked in preparation, presentation and travel associated with the course of instruction.

15.19 – SERT Premium Pay

All members who are designated as current, authorized SERT members shall receive a pay differential of 5.0% of their hourly rate for all hours in work status.

15.20 – Explosive Ordinance Disposal (EOD) Premium Pay

All members who are designated as current certified EOD technicians shall receive a pay different of 5.0% of their regular hourly rate for all hours worked while actually engaged in explosive ordinance disposal activities, including training.

15.21 - Canine Handler Pay

Canine handlers shall be paid one hour of on-duty time per work day for routine canine care at the appropriate rate. On non-duty days, canine handlers shall be paid for one hour of routine canine care at the appropriate rate if the dog is in their care.

15.22 – Other Alternate Workweeks

Alternate Workweeks to those in 15.14 will be those in the Appendix of this Agreement and/or those negotiated by separate Letter of Agreement.

15.23 Appointments to a Position in a Lower Job Classification Not in the Same, Parallel, or Closely Related Class

A member 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 job class that best reflects the earned step based on creditable State service. The member shall serve a new probationary period in the lower class and shall have a new merit anniversary date established.

ARTICLE 16 - HOLIDAYS, RELIEF PERIODS, AND LUNCH BREAKS

16.01 - Observance of Holiday

With the exception of floating holidays, a designated holiday shall normally be observed on the calendar day that it falls. If a holiday falls on a member's first or second Regular Day Off, the last work day before the holiday shall be the member's designated holiday. If a holiday falls on a member's third or fourth Regular Day Off, the next work day after the holiday shall be the member's designated holiday.

Requests to observe holidays on a separate day shall not be unreasonably denied. However, another mutually agreed day within thirty (30) days of the holiday may be taken instead of those designated herein. Holidays which cannot be observed within this thirty (30) day period shall be reported by the member to payroll.

16.02 - Relief Period

When circumstances permit, members shall be allowed a fifteen (15) minute relief break during the first (1st) half of the shift and a fifteen (15) minute relief break during the second (2nd) half of the shift.

16.03 - Lunch Break

A lunch break of thirty (30) minutes shall be allowed, in accordance with Article 15.14(D) approximately midway of each shift.

ARTICLE 17 - PAY PRACTICES

17.01 - Payday

- A. Payday - Paydays shall be on a bi-weekly basis every other Friday. If payday falls on a holiday, then the last business day before such designated holiday shall be payday.

Should a member fail to receive his/her paycheck within three days of the due date, he/she shall notify the appropriate payroll officer, who shall immediately cancel the lost warrant. A replacement warrant shall be issued and mailed or deposited according to the member's instructions within three (3) working days of notification to the appropriate payroll officers. The member shall, within three (3) working days, confirm in writing his/her request for a replacement warrant.

- B. The parties recognize that the State payroll system rounds payroll calculations to four decimal places. Therefore, calculations using rates in the Collective Bargaining Agreement may result in penny rounding differences. The parties accept that these differences do not require further payroll adjustments that would cause the employee to pay back penny rounding differences or for the Employer to add penny rounding differences to an employee's pay.

17.02 - Method of Receiving Payment

Mandatory Direct Deposit: The parties agree that if a new program is implemented where paychecks are no longer mailed, then the language regarding mailing and delivery of paychecks is no longer valid.

- A. Members may have their pay mailed to their work station. However, electronic direct deposit to a bank account shall be the preferred method of receiving payment.
- B. Members who are not at the normal duty station by reason of being on leave or being on travel status for a period anticipated to be seven (7) days or less following payday shall be considered to have been paid in a timely manner if they receive their pay on their first (1st) day back at their duty station after such payday. In cases where anticipated leave or travel status exceeds seven (7) days, it shall be the responsibility of the member to make alternative pay arrangements prior to departure.
- C. All checks mailed shall be considered paid timely if postmarked by payday.
- D. The Payroll Report is submitted by the member whenever possible. Should the Employer question the accuracy of the report, the Employer has the right to correct or disapprove portions of it. Members shall have access to view their payroll reports, including any portions which are corrected or disapproved.

17.03 - Pay Shortages

Pay shortages shall be promptly paid after receipt and verification of the member's complaint in accordance with this section, no later than fifteen (15) days after verification of a written complaint submitted on forms provided by the State. If not paid within the prescribed period there shall be a penalty for any verified pay shortage greater than one hundred (\$100.00). In such case, the member shall be entitled to penalty pay of forty dollars (\$40.00) per day. Penalty pay for any single pay shortage shall not exceed four hundred dollars (\$400.00) per calendar month.

17.04 - Overpayments

If an employee is overpaid, he/she shall be provided with an accounting of the overpayment at least one (1) month prior to the Employer commencing repayment. With the exception of overpayments of more than two thousand dollars (\$2,000.00), overpayments will be collected under the Alaska Administrative manual in effect during the period in which the overpayment was made.

Overpayments of more than two thousand (\$2,000.00) shall be repaid upon a negotiated schedule that shall be agreeable to the member and the Employer. Should the member and employer fail to agree upon a repayment schedule within one month from the date the member is provided an accounting of the overpayment, the overpayment shall be collected according to the Alaska Administrative Manual.

Overpayments discovered after twelve (12) months or later from the time the overpayment was made shall be forgiven by the Employer, unless the overpayment was the result of fraud, deception, or member's negligence.

17.05 - Itemized

The Employer shall continue to itemize the deductions and pay on the members pay warrant. A complete itemized breakdown of the pay shall be provided upon request of that member.

17.06 - Payment on Separation

- A. When a bargaining unit member is separated from state service, his/her wages and terminal leave become due immediately and shall be paid within three (3) days.
- B. All State property shall be returned, or reimbursement shall be provided, on the effective date of separation.

ARTICLE 18 - LAYOFF/REHIRE

Should it be necessary to reduce the number of members within a job classification, the Employer will identify for layoff that member in the job classification being reduced who has the least job classification seniority. If there is a lower job classification in the job classification series, the member identified for layoff may choose to displace the member in the next lower job classification who has the least job classification seniority. The displaced member in the lower job classification will be laid off unless he/she may also bump into a lower job classification. A member may not bump into a higher job classification, a different job classification series. Upon receipt of a layoff notice, a member will have ten (10) working days to exercise his/her bumping rights, if those rights are available to the member.

Members who have been laid off and members who have reduced in classification after exercising bumping rights shall have their names placed on a layoff list for the job classification from which they were laid off or reduced for a period of two (2) years. When a position becomes available for filling in the job classification from which the member was laid off or reduced, that member with the highest job classification seniority shall be offered the appointment or promotion to the position before any other eligible member is considered.

A member may submit a statement restricting the location(s) at which he or she will be available for rehire/promotion. Absent such a statement from the member, the member will be considered to be available for rehire/promotion for all locations. If the member does not accept a rehire or promotion offer consistent with the member's designation location(s) of availability, the member will lose all layoff rights.

ARTICLE 19 - PROBATION, EVALUATION AND SEPARATION

19.01 - Probation for Permanent Employees

Airport Police and Fire Officers I shall serve an initial probationary period completed upon receipt of both Alaska Police Standards Council (APSC) certification and the necessary fire certifications through the Alaska Fire Standards Council (AFSC). In no event shall this initial probationary period be less than 12 months, except those hired as an APFO I with a current APSC certification may serve a reduced initial probationary period of not less than six (6) months. There shall be no probationary period after promotion from Airport Police and Fire Officer I to Airport Police and Fire Officer II.

The probationary period after promotion to all other classifications represented by the bargaining unit shall be twelve (12) months. If it is determined during the promotional probationary period that the member cannot perform the higher duties satisfactorily, the member shall be returned to his/her former classification.

19.02 - Performance Evaluation

- A. Members in this bargaining unit on probationary status shall receive semiannual written evaluations. Members in permanent status shall receive annual evaluations that shall be reviewed by the rater with the member.
- B. **Evaluation Rebuttal:**
An employee who disagrees with any written performance evaluation may, within thirty (30) calendar days of discussing the evaluation with the raters and prior to the finalization of that evaluation, make a written rebuttal. The responses can reflect a "no comment" or a detailed account of the matter as viewed by the member. Such responses shall, in all cases, be considered a permanent part of the evaluation.
- C. A member not satisfied with his/her performance evaluation may request his/her evaluation be reviewed by the appropriate Airport Manager. Any decision reached by the Reviewer shall be the sole remedy, except that procedural discrepancies and alleged arbitrary or capricious actions shall be grievable/arbitrable.

19.03 - Merit Increases

A permanent non-probationary member shall receive his/her merit increase based upon the supervisor's evaluation of the member's performance. Unless the Employer takes an affirmative action to deny a merit increase through a written performance evaluation, an employee shall be granted his or her merit increase to be effective on their merit anniversary date.

The employee's merit anniversary date shall be the day following satisfactory completion of the probationary period, unless the employee enters the pay range above the minimum rate of pay, in which case the merit anniversary date shall be the day following completion of one (1) year of service in the position.

19.04 - Discharge Notification

A member shall be notified in writing of the reason for discharge prior to termination.

19.05 - Resignation Notification

Each member shall give the Employer two (2) weeks written notice before leaving his/her employment and complete reasonable assignments as directed by their supervisor in order to be considered eligible for separation in good standing. This time requirement may be modified by mutual agreement between the Employer and the member. After a member has presented a resignation, it may be withdrawn only by mutual agreement of the parties.

ARTICLE 20 - UNIFORMS AND CLEANING ALLOWANCE

The State shall furnish uniforms to members, except nonpermanents, unless otherwise approved.

Shirts	4***
Trousers	4***
Ties	2
Hat	1
Soft Body * Armor Vest	1*
Parka	1
Utility Jacket	2
Bunker Gear w/ Helmet	1*

*To be replaced in accordance with manufacturer's specifications, and/or applicable safety standards.

***Includes both class A and class B.

All members, except nonpermanent, shall receive a sixty-three (\$63) per month cleaning allowance.

All nonpermanent members who are issued and authorized to wear a uniform shall receive a sixty-three dollar (\$63) cleaning allowance.

This allowance will be paid monthly unless on a leave of absence of sixty (60) days or more. Uniform allowance will resume upon return to duty.

Nothing in this Section shall preclude the member from his/her rights to restitution by the Employer for repair or replacement, damage or cleaning costs incurred during the performance of duties to non-departmental issue clothing.

Should the Employer be unable to supply the member the contractually required number of uniforms, the member shall be reassigned to duties that do not require a uniform.

ARTICLE 21 - BULLETIN BOARDS AND EMAIL

The Employer agrees to furnish space on bulletin boards in the members' work areas to be used by members of the Association. The Association shall use these boards for the posting of notices pertaining to recreational and social activities, Association elections, reports of the Association or its committees, Association meeting notices and legislative enactments, and judicial decisions affecting public employee labor relations. The parties agree that materials that are obscene, defamatory or impair the operation of the department or that constitute partisan political campaign material shall not be posted.

Appropriate available meeting space in buildings owned or leased by the Employer may be used for Union meetings provided that a request is approved in advance pursuant to the rules of the Department.

The State communications system is the property of the Employer.

The Association shall have the right to use State electronic mail, in accordance with the State of Alaska Technology Policy (subject to change), in order to disseminate Association information within the Bargaining Unit. Emails regarding pending legislation or in-progress partisan election campaigns shall be non-positional, but may direct members to a website link. The Association shall have the right to use State electronic mail for Association/Employer communications. Bargaining unit members may use their state computer to communicate with each other, and/or the Association, provided such use does not interfere with official state use, and/or the performance of the bargaining unit member's job duties.

ARTICLE 22 - INSURANCE

22.01 - Travel Accident Insurance

The Employer shall insure the life of every member against accidental death while the member is traveling within the scope of their State employment in the amount of \$200,000.00. The Employer shall make a timely good faith attempt to alter the existing policy to allow for the payment of death benefits to a beneficiary(ies) 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.

22.02 - Health Insurance Trust

Health Insurance for Public Safety Officers Bargaining Unit Members is provide by the ASEA Health Benefits Trust. For the life of this Agreement, unless otherwise agreed in writing between PSEA and the State, both parties' rights, obligations, and contributions towards the Health Trust will be those then presently applicable to General Government bargaining unit members represented by Alaska State Employees Association/AFSCME Local 52.

ARTICLE 23 - MEDICAL WELLNESS AND SAFETY

A. Each member is eligible to have a State provided medical examination once every two years. In addition, members may be required to complete a yearly State provided medical examination, in accordance with industry standards (NFPA 1582). Medical examinations as deemed necessary and appropriate by the physician to determine the fitness for duty shall be furnished at no cost to the member and shall be performed by a physician licensed in the State of Alaska. Any services recommended outside the scope of the fitness for duty examination are the responsibility of the member and their medical provider. The Employer shall be entitled to a report from the physician that indicates either fit or not fit for duty. The custody of detailed medical information shall remain confidential and be kept with the physician or a qualified medical records officer.

In compliance with State statutes, the State shall continue to provide Hepatitis B vaccinations at no cost to the member.

B. Upon reasonable showing of need, the department may order a member to submit to a psychiatric evaluation by a psychiatrist or psychologist of the Employer's choosing, to determine fitness for duty. The department will provide the member in advance of any such evaluation with an explanation of why the department is requiring the evaluation. Psychiatric evaluation reports shall be treated as confidential/privileged documents. Employer ordered psychiatric evaluations shall be furnished to the member at no cost. Supporting documents necessary to evaluate the evaluation will be furnished upon request to the Association.

If the State's evaluation is that the member is not fit for duty, the member shall have the right to obtain a second opinion at the member's own expense. The State will give the second opinion full consideration and may submit the second opinion to the original

evaluator for reconsideration. Expenses for this second opinion may be submitted, if eligible, for reimbursement under the State's medical program.

C. Nothing in this Article limits the Employer's existing right to relieve a member from duty, with pay, or to require the member to undergo examination to determine fitness for duty, in those instances where there is a reasonable basis to believe that the member's continued presence on the job constitutes a danger to the member, other employees, or the public.

D. The parties may agree to jointly establish a Labor-Management Committee for the purpose of determining fitness standards, equipment standards, or other issues arising after implementation of this Collective Bargaining Agreement.

ARTICLE 24 - LEGAL INDEMNIFICATION

24.01 - General

A. Definitions:

Providing a legal defense means that the Employer appoints at its expense counsel to represent a member in a legal action.

Indemnification means the Employer's payment of a judgment or legal obligation that a member incurred as a result of the member's duties for the Employer.

B. Claims against a member as a state employee:

In legal actions under AS 09.50.250 against a member, AS 09.50.253 provides for certification by the Attorney General and for the action to proceed exclusively against the state if the action arose from conduct within the scope of member's employment. A request for certification under AS 09.50.253 is made as provided in AS 09.50.253 and 9 AAC 33.010 and is not subject to the grievance arbitration procedure in Article 10 of this agreement.

C. Claims against a member under a federal or state law expressly authorizing a claim against a state official:

If AS 09.50.253 does not apply because federal or state law expressly authorizes an action against a member, the Employer will provide a legal defense and indemnify the member as provided in 24.02–24.06.

24.02 - Providing a legal defense

The Employer will provide a legal defense to a member named as a defendant or respondent in a legal action if the member was acting within the scope of the member's office or employment at the time of the incident out of which the action arose as follows: the member shall have the right to counsel; however, the Employer shall have the right to determine which attorney shall represent the member. If the member objects to the attorney provided by the Employer, the following process for selection of a defense attorney shall prevail: The Commissioner of the Department of Public Safety or the Commissioner of the Department of Transportation and Public Facilities, as appropriate, and the Attorney General shall meet with the member and/or a representative of the Association in an effort to select an attorney who shall represent the member. The Attorney General shall make the final decisions; except, if in consultation with the member or his/her representative, the Attorney General determines that, due to an actual or potential conflict of interest, he/she or his/her representative cannot adequately defend both the State and the member, he/she shall select an attorney from outside the Attorney General's office to represent the member; such selection shall be subject to the approval of the member or his/her representative.

24.03 - Indemnification

A member charged in any civil action in the performance of his/her duties as required by the Employer shall not lose his/her position, pay or benefits; costs stemming from a civil suit against any member in the performance of his/her duties as provided in this Article shall be borne by the Employer, including any judgment rendered against the member. If it is determined by a court of competent jurisdiction that the member was not acting in the course or scope of his/her employment, the Employer is not liable for any judgment and may recover any costs incurred from the member.

The Employer will indemnify a member for a judgment or legal obligation if the judgment or legal obligation arose from the member's action within the scope of the member's office or employment except as provided in 24.06.

The Employer may provide a legal defense without assuming the obligation to indemnify the member by notifying the member in writing that it is reserving its right to deny payment of the judgment or obligation under this section

24.04 - Scope of office or employment

The member is acting within the scope of the member's office or employment if:

- A. the member was employed or authorized to perform the act or omission;
- B. the act or omission occurred substantially within the authorized space or time of the office or employment;
- C. a purpose of the act or omission was to serve the state; and
- D. the act or omission did not constitute willful, reckless, or intentional misconduct, gross negligence, or malicious conduct.

24.05 - Disputes

The Employer's decision to withhold a legal defense or indemnification is subject to review by complaint for breach of contract in the superior court of this state and is not subject to the grievance arbitration procedure in Article 10 of this Agreement.

24.06 - Punitive Damages

The Employer will not indemnify a member for a judgment against the member for punitive damages.

24.07 - Criminal Charges

If a member is charged criminally for acts allegedly committed by him or her in the course of or discharge of his/her duties and in the scope of his/her employment, the member shall be entitled to reimbursement of reasonable costs and attorney's fees if the member is acquitted or the charges dropped, providing that such charges do not result from the willful commission of wrongful acts or gross negligence of the member. Disputes involving entitlements of a member to reimbursement or the amount of costs and fees to

be borne by the Employer, relating to this section shall be submitted to the grievance arbitration procedure.

ARTICLE 25 - NO STRIKE--NO LOCKOUT

The Association agrees that during the life of this Agreement, the Association, its agents or its members, shall not authorize, instigate, aid, engage in or condone any work stoppage or concerted slowdown, mass illness, refusal to work, picketing or strike against the Employer.

The Employer agrees that during the life of this Agreement, there shall be no lockout.

The Association further agrees that its members shall, in each and every instance, cross the picket line of any other employee organization in order to perform duties as assigned.

ARTICLE 26 - VERBAL OR WRITTEN AGREEMENT

No member covered by this Agreement shall be asked or required to make any written or verbal agreement that may in any way conflict with this Agreement.

No member covered by this Agreement shall ask or require the Employer to make any written or verbal agreement that may in any way conflict with this Agreement.

ARTICLE 27 - AVAILABILITY OF PARTIES TO EACH OTHER

The parties agree that representatives of the Association and the Employer shall meet at reasonable times for discussions of this Agreement, its interpretations, continuation or modification. Both parties agree that an obligation to meet expeditiously and in good faith exists.

This provision is established for the purpose of facilitating two-way communications.

ARTICLE 28 - SUPERSEDING EFFECT OF THIS AGREEMENT

If there is any conflict between the terms of this Agreement, the Personnel Rules, Alaska Administrative Manual, DOT/PF Policies and Procedures Manual, SOPs, or DOT/PF directives, the terms of this Agreement shall be controlling. The Association shall be copied with any changes to the DOT/PF Policies and Procedures Manual within five (5) business days of implementation.

All information provided by the Employer under this Article shall be used only for purposes related to the Association's role as the exclusive bargaining representative and the Association shall be responsible for its protection and security.

ARTICLE 29 - CONDITIONS NOT SPECIFICALLY COVERED

In the event of any enactment by the Legislature that creates conditions not specifically covered by this Agreement, upon written request the parties agree to confer immediately for the purpose of negotiating a mutually satisfactory supplement covering such action. Such supplement shall become a part of this Agreement.

ARTICLE 30 - SUPPLEMENTAL AGREEMENT

This Agreement may be amended by supplemental agreements, provided that both parties concur. Subjects relating to maintenance of contract provisions may be negotiated under this clause provided both parties agree.

Supplemental agreements may be completed through negotiations between the parties at any time during the life of this Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate and of the specific subjects it wishes to negotiate. Supplemental agreements thus completed shall be signed by authorized Employer and Association representatives. Unless otherwise agreed to in writing by both parties, supplemental agreements shall remain in effect for the duration of the Agreement, and shall continue in effect beyond the formal expiration date of the Agreement for any period in which the terms of the Agreement continue to apply.

ARTICLE 31 - SAVINGS CLAUSE

31.01 - Violations

If an article or part of an article of this Agreement should be decided by a court of competent jurisdiction or the State Labor Relations Agency or by mutual agreement of the Employer and the Association, to be in violation of any Federal, State or local law, or if adherence to or enforcement of an article or part of an article should be restrained by a court of law, the remaining articles of this Agreement shall not be affected.

31.02 - Replacement

If a determination or decision is made pursuant to Article 31.01 that part of this Agreement is in violation of Federal, State or local law, the parties to this Agreement shall convene within fifteen (15) working days for the purpose of negotiating a satisfactory replacement.

31.03 - Federal Regulations

Should this Agreement or any section or article be found in violation of Federal regulations where compliance is required for receipt of Federal funds, the Employer and the Association agree to convene within ten (10) working days and renegotiate the section or article to comply with such regulations.

ARTICLE 32 - CONTRACTING OUT

32.01 - Feasibility Studies

A. The Employer has the right at all times to analyze its operation for the purpose of identifying cost-saving opportunities.

B. Decisions to contract out work that would result in the layoff of bargaining unit members shall be made only after the affected agency has conducted a feasibility study determining the potential costs and benefits that would result from contracting out the work in question. The Employer agrees to notify the Association within two (2) weeks of its decision to initiate a study, or, in the alternative, that it intends to review operational analyses for purposes of contracting out work. Such operating analyses shall constitute a feasibility study under this Article. As necessary, the Employer may request quotations or proposals from potential contractors as a part of a feasibility study. Notice to the Association shall include the job classification and work areas affected.

C. Notification by the Employer to the Association of the results of the feasibility study shall include all pertinent statistical and analytical information that the Employer shall consider in making its decision regarding contracting out the work, including but not limited to the total cost savings the Employer anticipates.

- D.
1. The Employer shall notify the Association of its final decision regarding contracting out.
 1. If the Employer decides to contract out and such contracting out shall directly result in the layoff of bargaining unit members, the Employer shall provide the Association with no less than thirty (30) days' notice that it intends to contract out the work.
 2. The Association may then submit an alternate plan that is to include potential costs and benefits. The alternate plan shall be given fair consideration by the Employer, provided the plan is submitted not more than fifteen (15) days after the Association has received the notice of intent to contract out. During the thirty (30) day notice period, the Association shall have the opportunity to discuss the placement of affected members.

E. No bargaining unit members shall be laid off and their work contracted out unless the feasibility study shows that contracting out would cost the Employer less.

32.02 - Effect on Members

A. Once the Employer makes a decision to contract out work that shall directly result in the layoff of bargaining unit members, it shall make a good faith effort to place members elsewhere in State government in the following order of priority: 1) within the division/airport, 2) within the department, 3) with State service generally.

B. In the event members must be laid off as a result of contracting out, such layoff shall be made in accordance with the layoff provisions of this Agreement.

ARTICLE 33 - LICENSES

Bargaining unit members shall be responsible for obtaining and retaining all mandatory licenses and certifications necessary to perform the duties of their positions. If a new licensing or certification provision is imposed by statute or regulation on current members, the State shall pay for the initial license/certification fee, provided the member obtains the license or certification prior to the deadline established by statute or regulation.

When specific licenses/certifications are required by the Employer, the Employer shall pay for the training and attaining the certification/license.

ARTICLE 34 - COMPLETE AGREEMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that during the negotiations that preceded this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement; each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

The parties further agree that notwithstanding the above section, maintenance of contract matters, should they develop, may be negotiated under the Supplemental Agreement Provision.

ARTICLE 35 - SUBORDINATION ARTICLE

The State and the Association mutually agree that this Agreement shall in all aspects comply with and be subordinate to Federal laws and Alaska Statutes in effect at the time of the signing of this Agreement or hereafter enacted.

ARTICLE 36 - DURATION OF THE AGREEMENT

This Agreement, including all Letters of Agreement executed under the parties' prior agreement, takes effect on October 12, 2020. This Agreement remains in full force and effect through June 30, 2023. This Agreement remains in effect from year to year thereafter, provided, however, that either party may give the other party written notice of its desire to terminate the Agreement or effect changes therein. Such written notice shall be served upon the other party between September 1 and September 30, 2022. If either party serves such notice, the parties shall meet to negotiate such termination, modifications, or amendments by the first week in October of 2022 unless otherwise mutually agreed. Nothing herein precludes the termination, modification, or amendment of this Agreement at any time by written mutual consent of the parties.

APPENDIX A to the Collective Bargaining Agreement

LETTER OF AGREEMENT

between the

STATE OF ALASKA

and

PUBLIC SAFETY EMPLOYEES ASSOCIATION

representing the

PUBLIC SAFETY BARGAINING UNIT

Airport Police & Fire Officers Alternate Workweek

It is agreed between the parties that the following terms and conditions of employment apply to select bargaining unit members in the Airport Police & Fire Officer job class series. No provision of the master agreement not specifically referenced are modified by this agreement.

1. The provisions of Article 15 are modified as follows to allow for an alternate workweek for members assigned to special duty positions or modified duty as determined by the airport Chief. The days and hours must be agreed upon between the Chief and the member. The normal work period shall consist of either a period seven days for a total of forty (40) working hours over the period, or a period of fourteen (14) days for a total of eighty (80) working hours over the fourteen day period. Either work period will contain one or more designated Regular Days Off (RDOs). The work period and RDOs will be memorialized on an assignment worksheet provided to Payroll.

The days and hours will remain for the duration of the assignment but may be adjusted as needed provided both parties agree. As such, Article 11 provision regarding Shift Assignments and Regular Days off are waived in favor of the designated schedule. In the event of a permanent work schedule change, a new assignment worksheet will be issued. When a member is working a light duty assignment as is allowed under Article 14, the member will work a default business hours seven-day work schedule of Monday through Friday, 0800 hours to 1600 hours unless an alternate scheduled is mutually agreed upon.

2. Leave shall be charged hour-for-hour based on the number of hours the employee was scheduled to work

3. Unless the member is on layoff or leave without pay, the member is guaranteed either a forty (40) hour workweek for those on the seven-day schedule, or an eighty (80) hour workweek for those on the fourteen-day schedule, provided he/she is ready, willing and able to work. Members shall receive overtime for all hours in pay status over forty (40) hours for those following the seven (7) day work period, or over eighty (80) hours for

those following the fourteen (14) day period. Overtime shall be paid at the rate of one and one-half (1½) times the member's regular rate of pay. Overtime shall not be pyramided or duplicated.

4. Additionally, members shall also receive overtime for all hours in pay status over their regularly scheduled workday. Overtime shall be paid at one and one-half (1½) times of the member's regular hourly rate. Overtime shall not be pyramided or duplicated.

5. Additionally, a member who works on their Regular Days Off (RDOs) shall receive time and one-half (1 ½) premium pay for all hours worked on their RDOs, regardless of the number of hours worked during their regularly scheduled workweek. The pay shall not pyramid when the member is otherwise eligible for premium pay, including overtime, by other operation of law or contract.

6. Holiday Observance and Pay

Apart from floating holidays, a member who works a designated holiday shall be paid at the rate of 1.5 times the member's regular hourly rate of pay for the first eight (8) hours worked, as well as straight time pay for the entire time worked that day. For example, if a holiday falls on a member's regular work day and the member worked the scheduled ten (10) hours, the time sheet would report eight (8) hours of holiday premium pay, eight (8) hours of holiday straight time pay, and two (2) hours of regular straight time pay. Such holiday premium pay does not count toward fulfilling the work period, while the straight time holiday pay would count. In the aforementioned example, 10 hours would count towards fulfilling the work period. The 10 hours worked would also count towards the 40 or 80 hour work period overtime threshold.

However, a member may work up to four hours on a designated holiday to fulfill the scheduled hours in a workday, in addition to observing the eight (8) hour holiday. These hours worked will be regular straight time pay and will count towards fulfilling the work period, and count towards the 40 or 80 hour work period overtime threshold, if noted as such on the time sheet.

Otherwise, if a member observes a designated holiday and does not work during that holiday, the difference between the eight (8) hour holiday and the scheduled hours of work for that day will, at the member's request and business permitting:

- Be added to other days within the workweek; or
- Be taken as Personal Leave to maintain the established schedule; or
- The day will be designated as the 8-hour day (RIF day).

Apart from floating holidays, a designated holiday shall normally be observed on the calendar day on which it falls, except that if a holiday falls on a member's first or second regular day off, the last work day before the holiday shall be the member's designated holiday. If a holiday falls on a member's third or fourth regular day off, the next work day after the holiday shall be the member's designated holiday. Requests to observe holidays on a separate day shall not be unreasonably denied. However, another mutually agreed day within thirty (30) days of the holiday may be taken instead of those designated herein. Holidays which cannot be observed within this thirty (30) day period shall be reported by the member to payroll as a floating holiday.

This agreement is effective as provided in the master agreement and will remain in effect through June 30, 2023.

APPENDIX B of the Collective Bargaining Agreement

LETTER OF AGREEMENT

between the

STATE OF ALASKA

and

PUBLIC SAFETY EMPLOYEES ASSOCIATION

representing the

PUBLIC SAFETY BARGAINING UNIT

Airport Police & Fire Officers Flexible Schedules

It is agreed between the parties that the following terms and conditions of employment apply to select bargaining unit members in the Airport Police & Fire Officer job class series. No provision of the master agreement not specifically referenced is modified by this agreement.

1. Designation
Article 15 is modified as follows to allow for a position designated as on a flexible schedule. Provided a member working special duties or as Task Force Officers agrees with the airport Chief to be designated as on a flexible schedule, the following provisions apply.
2. Intent
The flex schedule shall consist of a fourteen (14) calendar day period with eighty (80) working hours. The intent of a flexible schedule workweek is for the employee to address his/her work schedule throughout the workweek to accommodate the work load. It is acknowledged that during the course of a flexible schedule workweek, hours worked earlier in the week may cause a decision to be made by a supervisor as to whether overtime is necessary to complete the employee's scheduled workweek, or whether the employee is going to take the rest of the workweek off in conjunction with his/her RDOs. The member will apprise management when he/she reaches 32 hours in a week, and then 64 hours in the two-week period. It is not the intent of a flexible schedule to allow the Employer to split shifts or shorten a shift in the middle of the week for a planned event, except training, unless it is mutually agreed upon with the employee.
3. Each schedule shall be in writing and shall state:
 - A. The member's normal and anticipated ("core") hours of work for each workday. It shall also specify the member's "sleep hours." "Sleep hours" are those eight (8) consecutive hours that a member shall not normally be interrupted by a call to duty.
 - B. The member's normal and anticipated workdays.

- C. The member's normal and anticipated consecutive Regular Days Off.
- D. The member's normal and anticipated workweek. The first (1st) workday of the workweek shall be the first (1st) duty day after the normal and anticipated scheduled regular days off. If no workweek is designated, the workweek shall be Monday at 0600 to the following Monday (14 days later) at 0559.
- E. A provision for the authorization and utilization of overtime for all hours in pay status beyond eighty (80) hours within a fourteen day work period. Overtime shall not be pyramided or duplicated.
- F. A provision for the authorization and application of "recall." For the purposes of this Agreement, "Recall" for a member on a flexible schedule shall be treated as follows:

If a member is recalled to work during his/her scheduled "sleep hours, regular day off (RDO) or holiday," the member shall be paid a minimum of three (3) hours pay at the appropriate overtime rate, or credited with a minimum of four and one-half (4 ½) hours of straight time to be counted towards his/her forty (40) hour workweek requirement. Should total call-back hours worked exceed three (3) hours, the member shall receive pay at the appropriate overtime rate for all such hours worked, or credited with the number of hours worked, four and one-half (4 ½) hours minimum at the straight-time rate, towards his/her forty (40) hour workweek requirement. For the purposes of this Section, it shall be the member's right to decide whether to pay the member for overtime, or credit his/her hours toward the member's workweek requirement. If overtime is paid for these "recall" hours, those hours paid shall not be credited towards the forty (40) hour workweek requirement.

- G. A procedure for the termination or modification of the schedule, with not less than seven (7) calendar days written notice by either party.
- 4. A copy of each flexible schedule initiated shall be forwarded to the Association business office within three (3) working days of the date on which it is signed.
 - 5. Should the member be unable to agree on a flexible schedule, the airport Chief will make the final decision, as long as the schedule is reasonably tailored to the workload, provides reasonable hours and reasonable RDOs.

The member retains the right to not work the special assignment requiring the flexible schedule, in which case management may select a different employee to work the assignment.

- 5. Shift differential pay for the normally scheduled flexible workday shall be in accordance with Article 15. However, hours worked outside the normally

scheduled flexible workday shall receive the appropriate shift differential for the time the work was performed.

This agreement is effective as provided in the master agreement, through June 30, 2023.

FOR THE STATE OF ALASKA:

FOR THE ASSOCIATION:

*/*Signatures on Fire*/*

Kelly Tshibaka
Commissioner
Department of Administration

Darcey Perry (Chief Spokesperson)
President, APFO Chapter

Date

Date

Kate Sheehan
Director
Division of Personnel & Labor Relations
Department of Administration

Charisse Millett
Executive Director

Date

Date

John Fechter (Chief Spokesperson)
Labor Relations Analyst
Division of Personnel & Labor Relations
Department of Administration

Date

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