COLLECTIVE BARGAINING AGREEMENT

Between the

UNIVERSITY OF ALASKA

and the

ALASKA HIGHER EDUCATION CRAFTS AND TRADES EMPLOYEES
Local 6070

January 01, 2011 through December 31, 2012
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RECOGNITION

1.1 Recognition

The University of Alaska, hereafter University, recognizes the Alaska Higher Education Crafts and Trades Employees Local 6070 APEA/AFT (AFL-CIO), hereafter Local 6070 or the Union, as the exclusive representative of Employees working in the areas of maintenance, trades, crafts and custodial; excluding: casual personnel (as defined in Section 1.4); student personnel; supervisory personnel; and confidential personnel.

1.2 Term Employees

A. Definition

Term employees are personnel hired by the University in the position classifications covered by the bargaining unit who, prior to the commencement of actual work, shall have a written statement acknowledging the duration of employment for a specific period of time not less than six (6) months, or a specific project.

The University shall provide Local 6070 with copies of Term appointment letters.

B. Rights and Benefits

Term employees are entitled to all provisions of the Agreement except in cases of expiration of appointment except as provided below.

A term appointment may be terminated early, but only on four (4) weeks notice of termination or pay in lieu of notice.

A term shall receive four (4) weeks notice of non-renewal of appointment, or pay in lieu of notice. Failure to provide timely notice does not renew the appointment. Term employees who have eighteen (18) months continuous employment, shall be entitled to the provisions in Article 5.4 Layoff and Recall, and associated seniority rights.

Continuous time spent in term positions shall be cumulative for purposes of this agreement.

1.3 Temporary Appointments

A. Definition

Temporary personnel hired by the University whose appointment is for a period of 1039 or less consecutive hours over twelve (12) months in the position classifications covered by the bargaining unit.

B. Rights and Benefits

1. Temporary Employees shall be entitled to rights and benefits only as provided in this article.

2. Temporary employment may be extended no more than six (6) months, after notice to the Union. After being continuously employed for more than 1039 hours in a twelve (12) month period as a temporary employee, the employee shall be eligible only for annual and sick leave, and health benefits.
3. Within forty-five (45) days after the conclusion of a temporary appointment, the University will not offer the Bargaining Unit Member another temporary assignment in the same location performing the same work.

1.4 Casual

A casual employee is a person assigned work for no more than thirty (30) consecutive days on an emergency basis. In no case shall a casual employee work more than 320 hours in a twelve (12) month period.

1.5 Student

It is the policy of the University to provide jobs for students to assist them in obtaining an education. It is the intent of the University to use student employees to supplement and not displace the regular work force.

A. Student employment is temporary employment that is non-continuous and variable as necessitated by both department requirements and student academic schedules.

B. Employment shall not normally exceed twenty (20) hours per week during a semester nor forty (40) hours per week during the period between semesters or when classes are not in session. The University shall comply with Regents’ Policy and University Regulation with respect to maximum student work hours.

C. Student Employees shall not normally operate heavy-duty equipment, such as backhoes, graders, loaders, and tandem axle trucks in excess of 80 horsepower.

D. Student employees working with Bargaining Unit Members shall receive applicable safety training from the University.

ARTICLE 2
SCOPE AND INTERPRETATION

2.1 Retention of Managerial Prerogatives

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the University, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion:

- to take actions necessary to maintain the cost effectiveness of University operations;
- to reprimand, suspend, discharge, or otherwise discipline employees;
- to determine the number of employees to be employed;
- to hire employees, determine their qualifications, and assign and direct their work;
- to promote, demote, transfer, lay off, recall to work, and rehire employees;
- to set the standards of productivity and the services to be rendered;
- to determine the classification and the amount and forms of compensation for employees;
- to maintain the efficiency of operations;
- to determine the personnel, methods, means, and facilities by which operations are conducted;
- to set the starting and quitting time, and the number of hours and schedules to be worked;
- to use independent contractors to perform work or services;
- to subcontract, contract out, close down, or relocate the operations or any part thereof;
• to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service;
• to control and regulate the use of machinery, facilities, equipment, production, service, distribution, and maintenance methods, materials, machinery, and equipment;
• to determine the number, location and operation of departments, divisions, and all other units of the University;
• to issue, amend and revise policies, rules, regulations, and practices;
• to take such actions as may be necessary to carry out the missions of the University in case of emergencies;
• to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the University; and,
• to direct the University’s employees.

The University’s failure to exercise any right, prerogative, or function hereby reserved to it, or the University’s exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the University’s right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

2.2 Zipper Clause

This Agreement is the entire agreement between the University and the Union. The parties acknowledge that during the negotiations, which resulted in this Agreement, each fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior understandings and supersedes any contrary or inconsistent rules, regulations, past practices, or institutional work practices and concludes all collective bargaining for the duration of this Agreement.

A. Prior to enacting any change in the terms and conditions of employment as established by a specific provision of this Agreement, the University shall obtain the approval of the Union in the form of a Memorandum of Understanding.

B. Prior to enacting any change in any mandatory subject of bargaining which:

1. is not established by a specific provision of this Agreement; or

2. was not the subject of a written negotiations proposal.

The University shall provide Local 6070 staff written notice of the proposed change thereby providing the Union the opportunity for input and discussion on the proposed change. This Article in no way precludes the parties from using the Availability of Parties process to address items of concern which may arise through the normal course of implementation and interpretation of the Agreement.

2.3 No Strike or Lockout

The parties agree that there shall be no strikes or lockouts during the life of this Agreement. After expiration of this agreement, this provision shall in no way infringe the rights of the parties under the Alaska Public Employment Relations Act.

In the event of a strike or work stoppage by another bargaining unit, Local 6070 members shall not be required to do the duties normally performed by the employees engaged in the strike or work stoppage.

2.4 Savings Clause
The terms of this Agreement are subject to applicable law. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

2.5 Legislative Appropriation

The parties agree that any provision of this Agreement requiring legislative action; all monetary items; and other provisions requiring legislative funding to permit its implementation shall not become effective until the legislative body has taken the required action or provided the required funding.

2.6 Availability of Parties

The Union and the University agree to meet from time to time, at the request of either and the mutual convenience of both, concerning this Agreement, its administration, and interpretation.

2.7 Non-Discrimination

Neither the University nor the Union shall discriminate on the basis of Alaska Higher Education Crafts and Trades Employees, Local 6070, APEA/AFT (AFL-CIO) related activity.

The University’s obligations to refrain from illegal acts under federal and state laws, Regents’ Policy, University Regulation, and any other policy or procedure prohibiting discrimination or sexual harassment are not obligations under this collective bargaining agreement and are not subject to the grievance procedure.

2.8 University Policy and Regulation

Unless superseded by a specific provision of this Agreement, the Board of Regents Policy and Regulations, as amended from time to time, shall apply to all Bargaining Unit Members without any obligation to bargain over such changes.

2.9 Contracting Out

A. The University specifically reserves the right to contract out any work it deems necessary. Prior to a decision to contract out which would result in the layoff of Bargaining Unit Members, or a decision to renew a contract which resulted in the layoff of Bargaining Unit Members, the University will:

1. Conduct a cost analysis;

2. Supply the union with a copy of the cost analysis and an outline of goals the University is seeking to achieve;

3. Supply the union with a copy of the RFP.

4. Sixty (60) days after the cost analysis and RFP have been provided to the union, management may circulate the RFP.
5. During the sixty (60) day review period, the Union shall schedule an appointment to meet with management to review the cost analysis and offer alternatives to contracting out.

6. The Union and University will jointly notify affected Bargaining Unit Members of the potential for contracting out work.

7. Notify the Union of the results of the Requests for Proposals review, including the basis for a decision to contract out.

B. In the event Bargaining Unit Members are displaced because work was contracted out, they shall be eligible for the following:

1. Every effort will be made to place the Bargaining Unit Member elsewhere in the University system.

2. The University will attempt to provide training, apprenticeships and/or trades helper opportunities available to prepare the Bargaining Unit Member for remaining available work.

3. Bargaining Unit Members will receive first consideration for vacancies, for which they are qualified, including temporary openings.

4. The Bargaining Unit Member will have Layoff and Recall rights under the provisions of Article 5.4 for three (3) years from the date of layoff.

5. The University will provide continuation of health benefits for six (6) months from the date of layoff.

6. The University will endeavor to provide employment opportunities with the Contractor for the Bargaining Unit Member.

C. In the event the University conducts an audit of work that has been contracted out causing the displacement of Bargaining Unit Members, the University shall provide a copy of the audit to the Union.

ARTICLE 3
UNION SECURITY

3.1 Agency Shop

A. All Bargaining Unit Members shall, as a condition of employment or continued employment, pay to the Union a representational service fee which shall not exceed the cost of Union dues; to the extent such dues represent bona fide expenses of representing the bargaining unit in negotiations and contract administration. In determining these bona fide expenses and in communicating with its members, Local 6070 shall abide by all applicable federal and state law.

B. Payment by the Bargaining Unit Member shall commence no later than thirty (30) workdays after the Bargaining Unit Member's first workday as a Bargaining Unit Member.

C. If the Bargaining Unit Member chooses to use payroll deduction for payments to the Union, the biweekly amount paid by the Bargaining Unit Member shall be deducted in accordance with the University's payroll schedule.
D. Upon eligibility, Bargaining Unit Members shall be notified of their financial obligation to the Union and given the opportunity to execute a payroll deduction form.

E. The University shall provide to the Bargaining Unit Member a payroll deduction form, a contract, and the phone number of the Local 6070 office.

F. The University shall provide by electronic email notice to the Union representatives of all new Bargaining Unit Members attending orientation. The Employee Representative shall be allowed to meet with the new Bargaining Unit Member for up to thirty (30) minutes after the orientation. The Employee Representative shall notify their supervisor in advance of this meeting.

G. All temporary Bargaining Unit Members and those employed at extended sites and community campuses shall by their signature acknowledge on a cover letter check off form receipt of all employment forms including but not limited to the collective bargaining agreement and deduction authorization form. The University shall provide by electronic notice to the Union of the University’s Human Resources receipt of the form.

3.2 Check Off

A. Upon receipt by the University of a deduction authorization (on the appropriate deduction form provided by the University), dated and signed by the Bargaining Unit Member, the University shall deduct, on a biweekly basis, the stated amount from the Bargaining Unit Member’s wages until or unless the deduction form is revoked by the Bargaining Unit Member.

B. Deductions shall become effective at the time the properly executed deduction form is submitted and shall be deducted from the first pay period following the pay period in which the deduction form is submitted.

C. The University will make reasonable effort to forward the monies along with an itemized statement listing the Bargaining Unit Members and the amounts deducted to the Union not later than the 15th of the month following the month when the deduction is made.

3.3 Discharge for Failure to Comply with 3.1

The Union will provide to the Bargaining Unit Member all information, notices and procedures required by law regarding the collection of service fees.

If a Bargaining Unit Member fails to sign the representational service fee deduction form or make adequate arrangements with the Union, to the Union’s satisfaction, for the payment of this obligation within twenty (20) days of the date the Union provides notices required by law, the Union will request that the University terminate the employment of the Bargaining Unit Member. Along with the request, the Union will provide to the University’s Statewide Office of Labor Relations acceptable evidence that the Union has provided to the Bargaining Unit Member in a timely manner all information, notices and procedures required by law, as well as a copy of the materials provided.

Within five (5) working days of receipt of the Union’s request, the University will either notify the Union of any deficiencies in the information provided to the Bargaining Unit Member, or send notice to the Bargaining Unit Member that failure to make arrangements with the Union to pay appropriate service fees, including any arrearage, within ten (10) working days of the date the notice is sent will result in immediate termination. A copy of this notice will be sent simultaneously to the Union.
Upon expiration of this ten (10) day period, the Union will certify to the University’s Statewide Office of Labor Relations any continuing non-compliance by the Bargaining Unit Member. Upon receipt of written certification of continued non-compliance, the University will terminate the employment of the Bargaining Unit Member. Such termination may not be grieved by the Union nor will the Union assist the Bargaining Unit Member with respect to such a grievance.

3.4 Indemnification of the University

The Union shall indemnify and save the University harmless against any and all claims, demands, suits, grievances, or other liability (including attorneys' fees incurred by the University) that arise out of or by reason of actions taken by the University pursuant to Article 3.

3.5 Coercion and Intimidation

The Union and the University agree that there will be no coercion or intimidation of any employee regarding Union membership or any activity subject to the provisions of Article 3.

3.6 Employee Representatives

Local 6070 may designate specific representatives from among the Bargaining Unit Members. Such representatives may include officers, stewards and staff persons. Local 6070 will provide a list of any representatives so designated to the University and keep the list current. The selected individuals may interact with the appropriate University representatives, handle grievances, disseminate information regarding collective bargaining issues directly relating to Local 6070 and its membership, and an officer may attend/observe safety meetings at the request of a steward provided that the Facilities Director is notified in advance, so long as the employee representative continues to satisfactorily perform his/her job assignments and does not disrupt the work place or the performance of duties by other employees. Under the provisions of this Article, any allegations concerning an Employee Representative's failure to satisfactorily perform their job assignments, disruption of the work place, or adversely affecting the performance of duties by other employees shall be brought to the attention of the Union President or Union staff for resolution prior to any action being taken against the Employee Representative.

3.7 List of Bargaining Unit Members

The University shall provide to the Union a list of Bargaining Unit Members on a biweekly basis. The list will show all Union specific deductions. This list shall show the first and last name, MAU, department, the employee’s PCN, initial date of hire, the job end date for temporary and term employees, the termination date, employment status (regular, temporary, or term), the accrual date, bi-weekly pay, the employee’s title, and the employee’s mailing address. The Union specifically agrees that all information provided shall be used only for purposes related to the execution of the Agreement, that the Union shall be responsible for the protection and security of information provided, and that the Union shall assume liability which may result from any improper disclosure or use by the Union of the information provided.

3.8 Union Use of University's Facilities

A. Bargaining Unit Members may use the University's meeting facilities on the same basis as other organizations are permitted to use the University's facilities.

B. Bargaining Unit Members may use the University's electronic mail system on the same basis as other employees.
C. The University shall designate an existing bulletin board, or supply one where none exists, for exclusive Union use in a conspicuous, accessible place for Bargaining Unit Members at each campus.

D. Union representatives may use the University’s audio/video teleconference facilities for a maximum of two (2) hours per month, provided that arrangements are made no more than thirty (30) days in advance of the meeting, that the University’s facilities are available, that the use does not conflict with other users and that Local 6070 pays all applicable long distance charges.

3.9 Administrative Organization

A. An organizational chart clearly defining their supervisory chain shall be made available to Bargaining Unit Members, at their request.

B. The Union will provide the University a list of all Union officers, officials, and representatives on an annual basis. The Union will notify the University of any changes as soon as they occur.

3.10 Local 6070 Paid Staff

Local 6070 is also represented by staff members of the APEA/AFT who are not employees of the University who shall be authorized to speak for Local 6070 in all matters governed by this Agreement. These individuals shall be permitted to visit any work area of the University with prior notification and approval by the University. Such visits shall be scheduled so as not to disrupt the work of Bargaining Unit Members nor interrupt the normal course of the University's workday. Approval for such visits shall not be unreasonably withheld or delayed.

3.11 Union Business Leave Bank

In lieu of the personal leave day currently being provided to non-represented employees, the parties agree to establish a leave bank for use by Bargaining Unit Members for Union training, University/Union negotiations, payment of witnesses under the provisions of Article 6.5G(2), and all other Union business. The director of Labor Relations and the Local 6070 president may mutually agree in writing that a meeting, such as a labor management committee meeting or a health care benefits task force meeting, shall be considered work time rather than union business leave.

A. The bank shall be funded by the deposit of the dollar value of eight (8) hours pay, or portion thereof based on the percentage of FTE, for each full time regular Bargaining Unit Member who is in the bargaining unit as of June 1 each year. This computation and deposit shall be made on July 1 of each year of this Agreement.

B. The University shall establish and administer the bank with a monthly report of the bank's activity provided to the Union.

C. Withdrawals from the bank shall be made by Bargaining Unit Members on the regular time reporting sheets provided by the University. The Bargaining Unit Member shall be responsible for furnishing a copy of the sheet to the Union President for approval.

D. Any withdrawal by a Bargaining Unit Member which has been paid by the University and then is not approved by the Union President shall be charged as leave without pay for the Bargaining Unit Member.
E. Use of Union Business Leave must be requested from and approved by the immediate supervisor in advance, and with sufficient notice that the University’s work is not disrupted; such approval shall not be unreasonably withheld by the supervisor.

ARTICLE 4
WORK

4.1 General Provisions

A. Unless specifically designated as Part-time, all Bargaining Unit Members are anticipated to be employed on a full-time basis.

B. The University's pay records, practices, and procedures shall govern the payment of all wages. If the University determines there is a need to adjust payroll cycles impacting Bargaining Unit Members, the University must first notify the Union.

C. Work performed at the direction of the University shall be compensated.

D. A standard workweek will normally consist of forty (40) hours worked in eight-hour increments over five consecutive days. A standard work schedule will not include a shift of less than three (3) hours in a workday. The parties recognize that, while the standard workweek definition is forty (40) hours, programmatic needs of some units may necessitate deviation from the eight-hour increments over five-day schedules.

E. A regular workweek will normally be from Sunday 12:00 a.m. (midnight) through Saturday 11:59 p.m.

F. Work weeks of forty (40) hours in ten-hour increments over four consecutive days may be requested in writing by Bargaining Unit Members to the immediate supervisor. The University shall approve or deny the request in writing within ten (10) working days.

4.2 Work Schedules

A. The University shall establish work schedules defining the necessary hours of work.

B. The parties recognize that work schedules may be changed for business purposes by the University.

   1. The University shall meet with the Employee Representative, at least twenty-four (24) hours prior to announcing any schedule changes.

   2. The University shall provide a two (2) week written notice of work schedule changes.

   3. Schedule changes shall be announced to the Bargaining Unit Members in the appropriate seniority pool.

   4. Work schedule assignments shall be made on the basis of seniority.

C. Schedule change request for personal hardship or other issues may be initiated by Bargaining Unit Members. Bargaining Unit Members must submit the request in writing through the Union representative to the supervisor for the shift change. The supervisor’s determination shall be based on business purposes, job descriptions and seniority. The University shall approve or deny the request in writing within ten (10) days.
In the event of a dispute, seniority shall determine the final assignment.

D. Changes to work schedules which address recurring needs (e.g., clearing roads and parking lots during break-up; the first snowfall that requires snow removal; rocket launches; research activities; agricultural activities like planting and harvesting; birthing) shall be excluded from the notice requirements of this provision; however, the Bargaining Unit Members will be notified as far in advance as practical.

E. To facilitate boiler overhauls at the power plant the University will provide a two-week written notice of work schedule changes. When returning Bargaining Unit Member’s to their normal work schedule, the University shall give as much notice as possible.

F. Changes to work schedules in order to react to critical situations which require a rapid response (e.g., extreme cold, extreme snowfall, earthquakes, volcanoes, floods, fires) shall be excluded from both the notice requirements of this provision and the seniority considerations of this provision; however, the Bargaining Unit Members will be notified as far in advance as practical.

4.3 Extra Hours of Work

A. Extra hours of work shall be accomplished by the Bargaining Unit Member as directed by the University. A Bargaining Unit Member may decline the extra hours of work based on an individual personal hardship. An effort will be made to share extra hours of work among the Bargaining Unit Members within a shop and within the appropriate classification description who have the ability and skills to accomplish the required work.

B. Bargaining Unit Members may be required by the University to extend their normal work day and work extra hours in response to fire, life, safety and preservation of property situations where the University's and/or student/staff safety is at risk. All extra hours required under this paragraph shall be paid at the premium pay rate of time and a half (1.5).

C. After more than four hours of work in a shift, a Bargaining Unit Member shall take an unpaid meal period of thirty (30) minutes unless it is a dire emergency.

D. Extra hours are any hours beyond those scheduled.

4.4 Call-In Work

A. A Bargaining Unit Member reporting at the University's request (made outside of normal work hours) for work which is not scheduled in advance and which is outside of their regular work period shall be guaranteed two (2) hours pay at the premium pay rate of time and a half (1.5).

All additional hours worked in call-in status beyond the (2) two-hour premium shall also be paid at the premium pay rate of time and a half (1.5). Bargaining Unit Members are expected to respond as directed by the University, but may decline the call-in work.

B. After more than four (4) hours of call-in work, a Bargaining Unit Member may be granted an unpaid meal period of thirty (30) minutes unless it is a dire emergency.

C. If the Bargaining Unit Member responds to other situations while already at work in call-in status, the Bargaining Unit Member will not be entitled to an additional guaranteed minimum two (2) hours call-in compensation.
4.5 Stand-By

A. Bargaining Unit Members who are required to be in a "stand-by" status on work days shall be paid two (2) hours at straight time for each 24-hour period or portion thereof. Bargaining Unit Members who are required to be in a “stand-by” status on non-work days shall be paid two (2) hours at straight time for each 24-hour period or portion thereof.

B. Bargaining Unit Members on "stand-by" who are called in shall be paid at the premium pay rate of time and a half (1.5) and shall report to work within 45 minutes, or longer as otherwise specified by the University. Failure to comply with this provision shall result in loss of stand-by pay, disciplinary action or both.

C. Stand-by shall be voluntary; in the event that stand-by assignments cannot be filled on a voluntary basis the University may assign stand-by to Bargaining Unit Members in accordance with the provisions below:

   1. The least senior Bargaining Unit Member with the ability to perform the duties shall be assigned first.

   2. No Bargaining Unit Member shall be assigned stand-by for longer than fourteen (14) days in a thirty (30) day period.

   3. Every effort will be made to accommodate personal schedule commitments when assigning stand-by.

4.6 Pay for Overtime Work

A. Overtime is paid for those hours worked in excess of forty (40) straight time hours in a workweek.

B. Overtime work shall be paid at base hourly rate times one and a half (1.5).

C. There shall be no pyramiding of overtime or premium pay. Bargaining Unit Members shall not receive both call-in and overtime compensation for the same hours of work.

D. Holidays shall be counted as hours worked for the purpose of calculating overtime, except for those Bargaining Unit Members who work regularly scheduled 12 hour shifts.

4.7 Meal Period & Breaks

A. Meal periods will be sixty (60) minutes unpaid or thirty (30) minutes unpaid, as designated by the University from the time the Bargaining Unit Member stops work for lunch and returns to work from lunch. The University may change the meal period as necessary to accomplish the work. Where the nature of the work does not permit a scheduled meal period, the University shall make alternate arrangements to enable Bargaining Unit Members to eat a meal.

B. All Bargaining Unit Members shall be allowed one relief period not to exceed fifteen (15) minutes during the first half of the shift and one relief period not to exceed fifteen (15) minutes during the second half of the shift. Breaks shall not be scheduled to extend the meal break, unless by mutual agreement. The relief period shall be taken in a manner which does not interrupt the flow of work.
4.8 Continuous Hours of Work

Bargaining Unit Members shall not normally be required to work in excess of sixteen (16) hours in a twenty-four (24) hour period.

4.9 Compensatory Time

There shall be no Compensatory (Comp.) Time.

4.10 Shift Schedule Premium

A. Bargaining Unit Members who work as Boiler Firer and Boiler Firer Trainee in the UAF Power Plant shall receive a premium of one dollar ($1.00) an hour. All other maintenance employees in the UAF Power Plant shall receive a premium of fifty cents (.50) an hour.

B. Bargaining Unit Members who are on authorized voluntary alternate schedules are not subject to Section C, below.

C. Bargaining Unit Members, other than those addressed in 4.10 A. and B. above, whose work schedule, as established according to Article 4.2, includes three (3) hours or more between the hours of 6:00 p.m. and 7:00 a.m. shall receive a differential of five percent (5%) of their base hourly rate of pay for all hours worked.

D. Rotating shifts shall not be a routine practice. In the event of the need to establish a rotating shift the University and the Union shall meet prior to implementation.

4.11 Special Assignment Premium Pay

A. Premium pay for special assignments may be addressed through Availability of Parties. (Article 2.6)

B. Bargaining Unit Members shall receive a premium of five percent (5%) for all hours worked in conditions including but not limited to work involving contact with biological or radioactive materials that are determined by a qualified authority, (DEC, safety officer, etc) to pose a hazard. The Associate Vice-Chancellor or his/her designee will determine if the hazard warrants such additional compensation.

C. The University may, at its sole discretion, award nonrecurring bonus payments to Bargaining Unit Members for performance beyond expectations. Notice of such payments shall be provided to Local 6070 within thirty (30) days.

4.12 Health and Safety

A. General

It shall be the policy of the University that the occupational safety and health of its employees, the protection of work areas, and the prevention of accidents are continuing and integral parts of its everyday operating responsibility. The University is committed to providing a safe and healthful work environment for its employees. The employees shall have the responsibility to use any provided safety equipment and procedures in their daily work and shall cooperate in all safety and accident prevention programs. The University agrees to abide by all relevant required local, state, and federal safety and health standards, and no Bargaining Unit Members shall be disciplined or suffer any retaliatory action for, in good faith, exercising legal rights to a safe and healthful workplace.
The University will make available to Bargaining Unit Members all information as required by local, state, and federal law dealing with occupational safety and health.

The University agrees to assess any unsafe and unhealthy working conditions in a timely manner, and will take remedial action as appropriate to include following up with the Bargaining Unit member who reported the condition.

B. Safety Equipment

The University shall furnish appropriate safety equipment, including but not limited to, protective eye wear, adequate protective clothing, safety shoes or boots, masks, rubber gloves, rubber smocks, respirators, air packs, filter masks, etc., consistent with applicable controlling law or regulations, or as the University deems necessary to assure the safety of the work force. Bargaining Unit Members agree to use such equipment properly and as directed by the University to prevent injury and accidents. Bargaining Unit Members shall not be required to operate University equipment that does not conform to local, state, or federal safety requirements. No Bargaining Unit Member will be required or requested to perform work in an unsafe manner or using unsafe equipment.

C. Safety Shoes or Boots

1. Bargaining Unit Members who can demonstrate a valid need for safety boots or shoes and with the concurrence of the Bargaining Unit Member’s supervisor, or as may be required by applicable facility services safety standards will be reimbursed for the cost of the shoes or boots up to $100.

2. Request for reimbursement of safety shoes or boots shall be made on the appropriate University provided form and supported with proper documentation of cost.

3. Bargaining Unit Members required to wear safety shoes or boots in sub zero temperatures and who do not have appropriately insulated safety shoes or boots may substitute OSHA approved metatarsal guards. Guards may be provided by the University.

4. Bargaining Unit Members who qualify for this reimbursement may use it once in a fiscal year or must prove that previously reimbursed footwear is no longer serviceable and of no practical use at work.

5. Replacement of lost, stolen, destroyed or damaged footwear within a fiscal year will be at the expense of the Bargaining Unit Member unless there is clear evidence of the University’s sole responsibility for the loss, destruction or damage to the safety shoes or boots.

D. Prescription Safety Lenses

1. Bargaining Unit Members shall be reimbursed up to $300 towards the actual cost of prescription safety lenses and frames every three (3) fiscal years or the University will provide the insert frames and up to $100 towards the actual cost of the prescription safety lens inserts each fiscal year. Requests for reimbursement of the safety eyewear shall be made on the appropriate University provided form and supported with proper documentation of cost.

2. No payment will be made for prescription eyewear amounts covered by insurance or charges for items other than the lenses and frames (e.g. eye exam, tints, etc.).
3. The protective safety eyewear must meet OSHA Standards as referenced in (ANSI Z87-1), including side shields.

4. Replacement of lost, stolen, destroyed, or damaged eyewear within a fiscal year will be at the expense of the Bargaining Unit Member unless there is clear evidence of the University’s sole responsibility for the loss, destruction, or damage to the prescription eyewear.

E. Vaccination Benefit

The University shall make available at no expense to the Bargaining Unit Members working on waste piping or other potential infectious materials as defined by OSHA, the combined Hepatitis A and B vaccination.

F. Training

Any Bargaining Unit Member, who works with hazardous material, as defined by applicable governing federal and state law, shall receive training in the proper and safe handling of such materials before being allowed to handle such materials. All training shall be in accordance with any applicable governing federal and state law. The University shall make available annually at no expense to the Bargaining Unit Members training on “Blood Borne Pathogens.” The University shall offer First Aid/CPR training to at least ten percent (10%) of the bargaining unit at each MAU annually at no expense to the Bargaining Unit Member. Time spent in required on-line training shall be considered work time. The training course information will be sent to Local 6070 on request.

G. Reporting

All equipment or working areas which are claimed to be unsafe shall be reported to the immediate supervisor who shall take appropriate steps to investigate the complaint and institute timely corrective action. It shall not be a violation of this agreement or grounds for disciplinary action or retaliation of a Bargaining Unit Member(s) to refuse to work in proximity with a hazardous condition or defective equipment where an unsafe condition constitutes a life-threatening situation or hazard to health.

H. Safety Meetings

The University shall conduct monthly safety meetings for all Bargaining Unit Members for the general unit or by shop. Bargaining Unit Members may occasionally facilitate safety meetings. Supervisors will review meeting summary, provide feedback to Bargaining Unit Members and take action as appropriate. A written summary of the meetings shall be kept, showing concerns, participants, actions taken and recommendations made and shall be sent to the Local 6070 union field office on request. Time spent in meetings shall be considered work time.

I. Uniforms

The University may initiate a voluntary uniform policy and Bargaining Unit Members will be encouraged to participate.

Prior to any decision by the University to initiate a uniform policy, the parties may form a labor management committee in accordance with Article 7.
In the event the University desires to initiate a mandatory uniform policy, the University will serve written notice to Local 6070 and negotiations on mandatory uniforms will commence within sixty (60) calendar days or as agreed by the parties.

4.13 Travel

Except as specifically provided in this article, travel and per diem allowances shall be paid in accordance with Regents’ Policy and University Regulation in effect on the date of travel. The University shall prepay or direct bill all travel expenses in accordance with University Policy and Regulations.

A. Travel Status

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

B. Travel Cards & Advances

1. Bargaining Unit Members requested to travel by the University, shall be issued a University Travel Card, in the Bargaining Unit Member’s name or a cash advance for out of pocket expenses only, such as hotel, meals, ground transportation and incidentals consistent with MAU Travel Office procedures. Use of a University Travel Card for personal purchases is expressly prohibited and may be cause for disciplinary action. Delinquent charges may be deducted from Bargaining Unit Member’s pay.

2. Cash advances for travel may be issued to the Bargaining Unit Member at their request, subject to approval by the travel administrator or his/her designee, if the anticipated reimbursable expenses exceed $100. Travel advances should be for out of pocket expenses only such as hotels, meals, ground transportation and incidentals. Unused advance funds must be repaid to the proper advance account within fifteen (15) days of trip completion. Uncleared cash advances may be deducted from an employee’s pay, if an expense report is not submitted or amounts due to the University on an expense report are not paid.

C. Automobile Rental

The cost of vehicle insurance, generally called "collision damage waiver insurance," offered by car rental agencies will not be paid or reimbursed for automobile rentals for University business by employees because the University is self-insured for vehicle damage and will be responsible for any damages incurred while using the vehicle for University business.

D. Reimbursement

The University shall reimburse Bargaining Unit Members within fifteen (15) working days of receipt of the expense report and all necessary supporting documents. The University shall be responsible for any interest charges on a University Travel Card, incurred as a result of the University’s failure to reimburse the Bargaining Unit Member within the fifteen (15) working days.
E. Meal Allowance

Meal allowance rates shall be at the designated rates set by the University. Prior to traveling to remote sites, the Bargaining Unit member may request reimbursement of actual expenses for meals. The request must be pre-approved by the travel administrator or his/her designee. Original itemized receipts must be provided for reimbursement of actual expenses.

F. Lodging

Bargaining Unit Members are encouraged to stay at accommodations that meet the federal standard lodging rate for the area. Any lodging that exceeds the rate by 1.5 times must be pre-approved by the travel administrator or his/her designee.

In the event commercial housing is not available, the Bargaining Unit member will be paid $60 per day in lieu of commercial housing.

ARTICLE 5
SENIORITY AND ITS APPLICATIONS

5.1 Definitions

A. Accrual

Seniority shall mean a Bargaining Unit Member's length of continuous service in the bargaining unit. Service as a temporary employee shall not be counted.

If application of the preceding paragraph results in two or more Bargaining Unit Members having the same seniority, the Bargaining Unit Member with the most total service with the University as determined by the Union shall be deemed more senior. The Union may access Bargaining Unit Members' Personnel records as necessary to determine seniority, with written authorization from the Bargaining Unit Member.

B. Seniority Pool

All Bargaining Unit Members in the same shop constitute a seniority pool.

1. For the purpose of implementation of this agreement, shop shall be defined as follows:
   a. Remote sites and satellite colleges shall be an individual shop (e.g. Sitka Campus, Seward Marine Campus, Mat-Su College, and each Kodiak Campus, Palmer Farm)
   b. All UAS sites in Juneau shall be one “shop”
   c. UAA Anchorage Campus:
      1. Plumbing
      2. Grounds/Horticulture-Turf
      3. Housing
      4. Custodians
      5. Sports Center
      6. GSS
      7. Equipment Maintenance/Auto Shop
      8. Transportation
      9. Electrical
      10. HVAC/Bldg. Automation
      11. Building Maintenance (carpenters, painters, locksmith)
d. UAF Fairbanks Campus:
   1. Transportation
   2. Carpenter/Painters/Locksmiths/Carpet layers/Glazier
   3. Plumbing
   4. Warehouse
   5. Grounds/ Equipment Operators
   6. Labor
   7. Housing
   8. HVAC
   9. Electrical
   10. Custodial
   11. Utilities
   12. GI
   13. AFES
   14. IAB
   15. Admin Services
   16. Asbestos

C. Application

Seniority shall be applicable only as expressly provided in this Agreement.

5.2 Termination of Seniority

A. A Bargaining Unit Member's seniority shall be terminated and any rights under this Agreement forfeited for the following reasons: discharge, quit, retirement, resignation, or acceptance of a position outside of the bargaining unit;

B. A Bargaining Unit Member who accepts a promotion outside of the bargaining unit, within the University system, may return or be returned to the bargaining unit within six (6) months and keep the seniority they held at the time of their promotion under the following conditions:

1. The time away from the bargaining unit does not exceed six (6) months.
2. No Bargaining Unit Member is displaced by the return.
3. Seniority was not accrued during the time away from the bargaining unit.
4. The returning member shall be placed on the scale at the equal or closest rate they held prior to the promotion.

5.3 Probationary Bargaining Unit Members

A. Accrual

Bargaining Unit Members shall be considered as probationary for the first six (6) months of work in a benefit eligible position in the bargaining unit. When a Bargaining Unit Member finishes the probationary period, he/she shall be entered on the seniority list of the appropriate seniority pool and shall have seniority from that date forward except that:

1. there shall be no seniority among Bargaining Unit Members in their initial probationary period, and
2. probation may be extended for up to an additional four (4) months. Local 6070 shall be notified of all such extensions.

B. Bargaining Unit Members serving in probationary status shall be covered by the terms of this Agreement, with the exception of provisions governing discipline.

C. Bargaining Unit Members who have temporary service in a position that is converted by the University to a benefit eligible position shall have those hours counted toward probation.

5.4 Layoff and Recall

A. Reasons for Layoff

The University will determine whether layoffs are necessary based on:

1. elimination of a position in the work force;
2. shortage of work;
3. shortage of funds;
4. material change in the duties of the position for which the Bargaining Unit Member lacks the necessary skills, knowledge, or aptitude; or
5. other reasons designated by the University which are outside the control of a Bargaining Unit Member.

The University’s decision under this provision (A) may not be overturned unless it is determined to be arbitrary, capricious, or contrary to law.

B. Determination of Layoffs

The University will determine the timing of layoffs, the number of Bargaining Unit Members to be laid off, and the seniority pool(s) in which layoffs will be affected. Layoffs will occur in the following order:

1. temporary employees in that pool,
2. probationary Bargaining Unit Members in that pool,
3. Bargaining Unit Members in that position and pool determined by seniority. The least senior Bargaining Unit Member in the seniority pool shall be the first laid off.

C. Notice & Timelines

At least thirty (30) days prior to notice of layoff being sent to employee(s), the University shall send notice to Local 6070 to meet and confer with Local 6070 staff and an officer of Local 6070 on alternatives to layoff.
The University and Local 6070 shall meet within five (5) working days of receipt of the notice. The University shall respond to any alternatives brought forward within three (3) working days of the meeting with acceptance of alternatives or notice of the bargaining unit position being eliminated.

In the event the University decides to eliminate a position(s), the University will send a letter to the Bargaining Unit Member(s) affected advising the Bargaining Unit Member(s) of their option to invoke their bumping rights within three (3) working days of notification.

A Bargaining Unit Member being laid off shall be given a minimum of four (4) weeks notice in advance of the effective date of the layoff.

D. Alternatives to Layoff

Recognizing that it may be possible in some instances to reduce the need for layoffs by allowing Bargaining Unit Members in an affected seniority pool to voluntarily request Leave Without Pay or voluntarily reducing individual work schedules, the University may make the following options available:

1. Leave Without Pay

   LWOP may be requested by Bargaining Unit Members in the same manner as all other leaves. The LWOP shall be no less than forty (40) hours or more than 1040 hours. During such leave continuation of benefits will be as designated under the University Policies and Regulations.

2. Reduced Workweeks

   Bargaining Unit Members may volunteer for a reduced workweek of no less than twenty (20) hours per week, with the final determination being made by the University. A Bargaining Unit Member may withdraw from their reduced workweek with a minimum of two (2) weeks written notice to the University. The University may cancel the reduced workweek with a minimum of two (2) weeks written notice to the Bargaining Unit Member.

3. Granting of the alternatives detailed in D1 and D2 above is at the sole discretion of the University.

E. The University will endeavor to assist Bargaining Unit Members affected by layoff to secure alternative employment within the scope of the University's system before the Bargaining Unit Member's layoff date.

F. Bumping Rights

Once the University identifies the position to be eliminated, the Bargaining Unit Member affected may elect, within three (3) working days, to bump a less senior Bargaining Unit Member. Bumping protocol shall be jointly administered by the University, Local 6070 President and Local 6070 Regional 1st Vice President. The following steps, in priority order, shall be used to determine the position the Bargaining Unit Member shall bump.

1. Displace the least senior Bargaining Unit Member in their classification and trade, where the Bargaining Unit Member possesses the necessary skills, in their seniority pool. Lacking seniority or the necessary skills the Bargaining Unit Member may elect to proceed to step 2.
2. Displace the least senior Bargaining Unit Member in their classification and trade, where the Bargaining Unit Member possesses the necessary skills, in their MAU. Lacking seniority or the necessary skills the Bargaining Unit Member may elect to proceed to step 3.

3. Displace the least senior Bargaining Unit Member in their classification, where the Bargaining Unit Member possesses the necessary skills, in their MAU. Lacking seniority or the necessary skills the Bargaining Unit Member may elect to proceed to step 4.

4. Displace a Bargaining Unit Member with the least seniority in the next lower classification and trade, where the Bargaining Unit Member possesses the necessary skills, in their seniority pool. Lacking seniority or the necessary skills the Bargaining Unit Member may elect to proceed to step 5.

5. Displace the least senior Bargaining Unit Member in the lower classification, where the Bargaining Unit Member possesses the necessary skills, in their MAU. Lacking seniority or the necessary skills the Bargaining Unit Member may elect to proceed to step 6.

6. Displace the least senior Bargaining Unit Member in the next lower classification, where the Bargaining Unit Member possesses the necessary skills in their MAU. Lacking seniority or the necessary skills the Bargaining Unit Member may elect to proceed to step 7.

7. Repeating step 6 until all classifications and or seniority is exhausted.

The Bargaining Unit Member exercising the bumping rights must possess the necessary skills and abilities to accomplish the essential functions of the position.

The joint decision of the University and Union may not be overturned unless it is determined to be arbitrary, capricious, or contrary to law.

The Bargaining Unit Member bumping within the same classification will be placed at their current step. The Bargaining Unit Member displacing a lower classification shall be placed at the step that is equal to current pay or if there is no equal step the Bargaining Unit Member moves to the next closest higher step.

Bargaining Unit Members who are displaced by bumping may elect bumping rights.

G. Recall

1. If the University determines to fill a vacancy in a seniority pool from which Bargaining Unit Members are laid off, such Bargaining Unit Members shall be recalled in the reverse order of layoff. The Bargaining Unit Members being recalled shall be recalled at their same range and step as when they were laid off.

2. Recall rights expire either upon the employee’s failure to return to work within ten (10) work days after being recalled, or eighteen (18) months after the date of layoff, whichever is earlier.

3. To maintain eligibility for recall rights the Bargaining Unit Member must keep the University informed as to their current address and contact number.
5.5 Superseniority

A. During the period a Bargaining Unit Member is designated and serving as a Union officer, or as a Union negotiator, the Bargaining Unit Member shall be deemed to have more seniority than all other Bargaining Unit Members.

B. In the event that more than one Bargaining Unit Member in a seniority pool have superseniority and are affected by an action, seniority among those Bargaining Unit Members with superseniority shall be determined by their regular seniority.

C. Union employee representatives shall have superseniority after holding the position for more than six (6) months.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1 Objective

A. It is the objective of the parties to encourage the prompt and informal resolution of disputes of Bargaining Unit Members, Union, and University as they arise, and to provide recourse through orderly procedures for satisfactory adjustment of grievances.

B. To assist in meeting this objective, the parties are encouraged to utilize alternative dispute resolution processes such as mediation through trained “in-house” mediators or the services of organizations like the Alaska Dispute Settlement Association.

C. Both parties encourage meetings with immediate supervisors and Bargaining Unit Members and/or Union representatives to resolve any issues prior to the filing of a grievance.

D. At any step of the process, either party may have a representative present.

6.2 Definitions

A. Grievance

A grievance is an allegation by a Bargaining Unit Member or the Union that the University has violated an express provision of this Agreement, or Regents’ Policy, University Regulation, and campus and department policies and regulations that are applicable pursuant to this agreement and to the extent the policy or regulation concerns a term or condition of employment. The grievance procedure shall be the exclusive remedy for grievances. Disputes regarding the allocation of a position to a classification are not considered grievances, but are subject to the process set forth in Article 15.

B. Day

For purposes of the grievance procedure, a day shall mean calendar days (unless otherwise indicated) and shall not include the day on which the grievance is presented or appealed, or is answered by the University.
C. Designated Representative

For Step 2 of this process, the University shall designate one individual at each MAU and notify the Union. The Union will provide the University a list of the Local 6070 representatives authorized to submit written grievances.

6.3 Grievance Time Limits

The time limitations set forth in this Article are of the essence of this Agreement. No grievance shall be accepted by the University unless it is submitted or appealed within the time limits set forth herein. Any grievance not initiated or advanced to the next step within the time limits specified herein shall be considered settled on the basis of the last answer by the University. The University shall respond at each level. Time limits may be extended by either the University or the Union by written agreement.

6.4 Grievance Steps

Step 1. Unit Level - Immediate Supervisor

Written Notice: Not later than thirty (30) days after the event giving rise to a grievance, or thirty (30) days after the Bargaining Unit Member should reasonably have learned of the event giving rise to a grievance, whichever is later, the Local 6070 Representative must submit a written grievance to the Bargaining Unit Member's immediate supervisor. The following must be submitted in the written grievance: 1) identify the Grievance as a Step 1 grievance, 2) name of employee, 3) date and time, 4) alleged article violated and 5) remedy sought.

The immediate supervisor shall respond to the Union in writing within ten (10) working days.

All grievances settled at this step will be on a non-prejudicial, non-precedent-setting basis, and shall be in conformance with the terms of the agreement. Settlements entered into at this step shall be reduced to writing and copies sent to the designated MAU representative and the Local 6070 representative. Either party has ten (10) working days from receipt of the settlement to reopen the settlement by notifying the other party in writing. Settlements reopened in this manner shall be automatically advanced to Step 2 of this grievance procedure.

Step 2. MAU Level - Designated Representative

If the grievance is not settled at Step 1, or the immediate supervisor does not have the authority to resolve the issue Union Staff may appeal to the appropriate MAU representative. Each MAU will designate an individual to serve as the point of contact for this purpose. The appeal must be in writing and must be made within five (5) working days of receipt of the immediate supervisor’s written response to Step 1. Within five (5) working days after receipt of the Union's notice, the MAU representative shall contact the appropriate Union official and arrange for a resolution conference. This conference may be in person or via teleconference. If within ten (10) working days the grievance is not resolved at this level, the grievance shall be considered denied.

The purpose of the resolution conference shall be to review the allegations and, if possible, resolve the dispute. The parties may also exchange evidence, identify witnesses, and stipulate to facts, or set a date when such material will be exchanged. At this step, the parties may agree to suspend the time lines while exploring options, creating alternatives and engaging in problem-solving.
For the purpose of this section, the designated MAU representative is defined as the Vice Chancellor of Administrative Services, or designee. In the event that the Vice Chancellor designates someone else as the MAU representative it shall be in writing to the local Union field office.

Step 3. System Level - Statewide Office of Labor Relations

A. Should neither the alternative dispute resolution processes nor the Step 2 meeting achieve resolution, Local 6070 staff shall have ten (10) working days from the date the last process concludes to file a written appeal with the University.

B. Within five (5) working days after receipt of the appeal, the Statewide Office of Labor Relations representative and the appropriate Union official shall meet and review the grievance materials. The parties shall attempt to resolve the grievance by whatever means they deem appropriate.

C. If the grievance is not resolved at the meeting, then within ten (10) working days the Statewide Office of Labor Relations shall provide a written decision to Local 6070.

D. Local 6070 shall have ten (10) working days from the date the decision is received or due, whichever is earlier, to request arbitration. The parties shall set a date for the selection of an arbitrator in accordance with Section 6.5.

6.5 Arbitration

A. The parties shall contact the Federal Mediation and Conciliation Service to request a panel of arbitrators be provided both parties from which the parties shall select an arbitrator or the parties may mutually agree on an arbitrator. Within ten (10) working days after receipt of the panel of arbitrators, representatives of the University and the Union shall meet and select an arbitrator by alternately striking names from the panel of arbitrators until one name remains. The first strike shall be decided by a flip of a coin. The arbitrator remaining on the list shall be accepted as the arbitrator of the grievance.

B. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association, unless the parties mutually agree otherwise. The powers of the arbitrator shall be limited to interpretation and application of the expressed terms of the Agreement. The arbitrator shall have no power to alter, add to, subtract from, or otherwise modify the terms of this Agreement. The arbitrator shall be empowered to rule only on a grievance which alleges a violation of a specific article or section of this Agreement. The cost of requesting the arbitrator list shall be split evenly between the University and the Union.

C. The arbitrator's decision shall be final and binding on the Bargaining Unit Member(s), the Union, and the University. The decision of the arbitrator shall be enforceable and appealable as provided by law.

D. Unless otherwise provided for in this Agreement, it shall not be within the jurisdiction of the arbitrator to change an existing wage rate, or to establish a new wage rate, nor to limit the University's rights to manage and direct its work force.

E. The arbitrator shall have the power to return a grievant to work status, with or without restoration of back pay, or mitigate the damage. However, the mitigated damages may not exceed the amount the individual would have earned had the grievant remained an employee.

F. Each party shall furnish the arbitrator and the other party whatever facts or material the arbitrator may require to properly weigh the merits of the grievance. Neither party, however, may present material, facts,
or issues at arbitration which have not been presented in writing during Steps 1, 2 or 3 of the grievance procedure.

G. Each party shall bear the cost of preparing and presenting its own case.

1. The fees and expenses of the arbitrator shall be allocated by the arbitrator as follows:

   a) Assign arbitrator's fees and expenses to the losing party.

   b) If the arbitrator determines that neither party is the losing party, then the arbitrator shall assign arbitrator’s fees and expenses proportionally to the parties as judged equitable.

2. Bargaining Unit Members who are required to appear as witnesses for an arbitration proceeding shall be granted administrative leave for the period of their testimony only.

6.6 Withdrawal of a Grievance

A grievance may be withdrawn without prejudice at any time prior to arbitration. Should an arbitration case be withdrawn after the selection of an arbitrator, all arbitrator's fees and expenses shall be paid by the withdrawing party, unless otherwise mutually agreed to by the parties.

ARTICLE 7
LABOR MANAGEMENT COMMITTEES

7.1 Purpose

The parties agree to establish labor-management committees in order to promote a climate conducive to constructive employee relations. Such committees will not address issues of contract interpretation. Such committees may address issues including but not limited to the following:

- increasing productivity and quality;
- facilitation of work processes;
- promotion of cooperative and harmonious relations;
- facilitation of effective communication between the parties; and
- continuous improvement through worker participation.

7.2 Statewide Labor-Management Committee (SLMC)

A. The parties may establish a SLMC composed of eight (8) members, four (4) representatives from each side. Included on the committee will be one (1) staff representative each from Local 6070 and the Office of Labor Relations.

B. The SLMC will meet at mutually agreed times and locations, but no less than twice each year.

C. Written agendas will be jointly prepared in advance of each meeting by the staff representatives on the committee. A written summary will be prepared of actions taken and recommendations made by the SLMC. The parties will alternate responsibility for chairing the meetings and preparing the written summary.
D. Recommendations of the SLMC will be forwarded to the Statewide Director of Labor Relations and the Business Manager of APEA/AFT. The Director and the Business Manager will respond to the recommendations in writing to the SLMC within sixty (60) calendar days or may request a meeting of the SLMC. They will identify issues and concerns regarding the recommendations and will suggest options for implementation of the recommendations.

E. Each party will be responsible for the costs of its representatives on the SLMC. Time spent by Bargaining Unit Members in committee meetings will be considered work time. If meetings begin or end outside of work time, that time will not be compensated. A good faith effort will be made to schedule these meetings on work time. Time spent by Bargaining Unit Members prior to or after scheduled SLMC meetings shall not be considered work time.

F. The SLMC may invite representatives from the University and the Union to render assistance and/or participate as the SLMC deems appropriate.

G. The SLMC will receive an orientation and training in labor-management committee processes prior to beginning operation.

7.3 Other Labor-Management Committees

A. Other labor-management committees may be established at the MAU, department, or other organizational level of the University, or to address specific issues.

B. Establishment, composition, scope, and meeting schedules of these committees shall be established in writing by mutual agreement of the Director of Labor Relations and Local 6070.

C. Each MAU shall have a safety committee.

D. Time spent by Bargaining Unit Members in committee meetings will be considered work time. If meetings begin or end outside of work time, that time will not be compensated. A good faith effort will be made to schedule these meetings on work time. Time spent by Bargaining Unit Members prior to or after LMC meetings shall not be considered work time.

E. Recommendations of these committees will be forwarded to the immediate Director and LOCAL 6070 staff. The immediate Director and LOCAL 6070 staff will respond to the recommendations in writing to the committee within thirty (30) calendar days or may request a meeting of the committee. They will identify issues and concerns regarding the recommendations and will suggest options for implementation of the recommendations.

F. Any labor-management committee established under this Article will receive an orientation and training in labor-management committee processes prior to beginning operation.

7.4 Labor-Management Committee Limitations

A. Labor-Management Committees do not have the authority to take any action that is in contravention of any term of this Agreement.

B. Labor-Management Committees do not have the authority to enter into binding agreements between the parties to this Agreement. Recommendations of a committee which would require modification or amendment of an express term of the Agreement will be referred to the Availability of Parties Process.
ARTICLE 8
PERFORMANCE EVALUATION

8.1 Performance Evaluation

The performance evaluation process is an effective means of communication between Bargaining Unit Members and their supervisors and provides a vehicle for recognition of employee performance and, when necessary, improvement of employee performance. While performance appraisals are not required, if the University decides to conduct performance appraisals, the process outlined below will be followed.

A. Form

The University shall devise forms and establish written rating standards to be used by supervisors when conducting performance evaluations. Those standards shall be uniformly applied by the University in evaluating a Bargaining Unit Member performance. The form will include a section for goals and a plan of improvement. Any change in the performance evaluation form or rating standards shall be reviewed by the Union prior to implementation. The Union will provide input for such changes within fifteen (15) work days after receiving the written proposed change.

B. Frequency

Generally Bargaining Unit Members may only be formally evaluated on performance once per calendar year. However, an employee whose performance is rated as needing improvement, shall receive additional evaluations periodically during the calendar year, as prescribed in the plan for improvement, to address improvements and/or continued deficiencies in the identified performance areas needing improvement.

C. Evaluator

Performance evaluations must be written by supervisory personnel who have supervised the rated Bargaining Unit Member for at least three months. The evaluation period may be adjusted to allow for a three month period of supervision by the current supervisor to meet this requirement.

Supervisors shall not solicit information on performance of a Bargaining Unit Member from another Bargaining Unit Member with the exception of Bargaining Unit Members who serve as Leadperson or as acting supervisor.

8.2 Evaluation Meeting

The supervisor and Bargaining Unit Member shall meet and discuss the evaluation.

A. The performance evaluation meeting will include:

- Discussions of the position duties, responsibilities and purpose as defined by the job description or vacancy announcement for their current position which shall be attached to the evaluation and in their personnel file.
- Discussion of the employee’s performance of those duties and responsibilities,
- A review of progress and/or required improvements in performance, and
- Planning for Bargaining Unit Member training.
The review will include an opportunity for the Bargaining Unit Member to ask questions concerning work assignments, performance ratings and expectations. At the end of the meeting and following consideration of the Bargaining Unit Member’s input, the supervisor shall finalize the evaluation.

B. The Bargaining Unit Member shall sign the performance evaluation acknowledging receipt and note whether they agree or disagree with the evaluation.

8.3 Administrative Review

A. A Bargaining Unit Member who disagrees with his/her evaluation may prepare a written response which shall be attached to the evaluation and filed in the personnel file.

B. Any Bargaining Unit Member may, through the Union, request in writing to the MAU Human Resources that an administrative review be conducted to address the dispute resulting from the evaluation. MAU Human Resources may adjust the evaluation in response to their administrative review. Such requests must be submitted within ten (10) work days of the Bargaining Unit Member's receipt of the final evaluation.

The University agrees to initiate the administrative review no later than fifteen (15) work days after receipt of the administrative review request. A copy of the administrative review results shall be sent to the Supervisor, Bargaining Unit Member and the Union. The parties agree that the procedure described in this subsection is the sole and exclusive method of resolution of disputes of evaluations.

C. The Bargaining Unit Member will have five (5) work days from the date of receipt of their evaluation or the administrative review results, to respond to the evaluation.

8.4 Continuing and significant performance concerns will be addressed through progressive discipline.

8.5 Performance evaluations are not disciplinary actions and are not subject to the grievance procedure.

ARTICLE 9
DISCIPLINE and DISCHARGE

9.1 Administration of Discipline

Disciplinary action is a corrective process to help an employee overcome work-related shortcomings, strengthen work performance and achieve success. The University agrees to administer discipline and discharge actions without discrimination toward any particular Bargaining Unit Member.

9.2 Just Cause, Due Process, and Progressive Discipline

When discipline is necessary, it shall be handled in a reasonable manner that supports the concept of progressive discipline and minimizes the interruption of University services.

Both parties agree to attempt to resolve differences at the lowest level. Supervisors shall discuss workplace issues with the Bargaining Unit Members to ensure that no Bargaining Unit Member is disciplined for violation of a policy or procedure he or she might not reasonably know about.
The University agrees to administer all discipline and discharge actions for just cause and in accordance with the employee’s due process rights.

The administration of discipline shall be in private.

Discipline shall be administered on a case-by-case basis in a consistent and fair manner. Discipline shall be determined after an objective review of the facts with consideration given to the employment record of the Bargaining Unit Member, previous discipline if any and the impact to the University resulting from the action.

The principles of progressive and constructive discipline shall be followed. The steps of progressive discipline are as follows:

1. Oral Warning(s)
2. Written Warnings or Reprimands
3. Suspension and/or Demotion
4. Discharge

A more severe response may be appropriate in cases where the employee’s conduct includes behavior such as theft, assault, intentional falsification of official records, possession or being under the influence of prohibited narcotics, or being under the influence of alcohol during duty hours, or gross insubordination.

9.3 Bargaining Unit Member Notice

The notice provisions of this article are not applicable to oral warnings. When considering discipline beyond an oral warning, the following notice provisions must be followed.

A. Regular Bargaining Unit Members

1. The University shall provide written notice to the Bargaining Unit Member and the Union, no less than a twenty-four (24) hour notice, prior to an investigatory meeting that may result in disciplinary action. The notice shall provide the date, time, place and participants of the meetings, the specific allegation(s) under investigation and the right to be represented by a designated Local 6070 representative. In the event representation is not available, the University will reschedule the meeting in an attempt to accommodate representation.

2. The University shall provide employees with written notice not to exceed forty-eight (48) hours, of meetings in which disciplinary action shall be administered. Bargaining Unit Members may secure union representation.

3. In cases of discharge, the Bargaining Unit Member shall be notified in writing of the reason(s) for the disciplinary action concurrent with commencement of the action. This written notice shall be provided to the employee in a meeting or, if the employee does not attend the meeting, by certified mail to the employee’s address of record.

4. In cases of written warning or reprimand, suspension, or demotion, the Bargaining Unit Member shall be notified in writing of the reason(s) for the disciplinary action concurrent with commencement of the action. In addition, the written notice will refer to any applicable previous disciplinary actions, the policy or other ground that was violated, and notice of possible action for
future misconduct. This written notice shall be provided to the employee in a meeting or, if the employee does not attend the meeting, by certified mail to the employee’s address of record.

5. The University agrees that with the exception of gross disobedience, dishonesty, physical misconduct, abusive or lewd behavior, or abandonment of duties, all regular Bargaining Unit Members shall be given two weeks notice or two weeks pay prior to discharge. The Bargaining Unit Member shall be notified, in writing, of the reason(s) for discharge prior to termination.

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

B. Probationary Bargaining Unit Members

The University, at its sole discretion, reserves the right to discipline or discharge any probationary Bargaining Unit Member at any time within the probation period. Disciplinary actions or discharge during the probationary period shall not be grievable.

9.4 Union Notification

The University agrees to provide to the local Union field office advance written notice of all meetings in which notice of disciplinary action shall be administered to an employee. In cases of suspension, demotion, or discharge, the University agrees to provide to the local Union field office, a copy of the written notice provided to the employee, concurrent with commencement of the action. Failure to provide notice to Local 6070 shall not constitute grounds for appealing or overturning the University’s disciplinary action.

ARTICLE 10

BARGAINING UNIT MEMBERS' RIGHTS AND RESPONSIBILITIES

10.1 Prohibited Work

A. A Bargaining Unit Member shall not knowingly perform any work in violation of applicable federal, state, or local laws.

B. The University will not knowingly require any Bargaining Unit Member to perform work in violation of any applicable federal, state, or local laws.

10.2 Licenses

A. License Requirements

1. Bargaining Unit Members in a skilled trade or craft shall acquire all licenses and certificates the University determines necessary to accomplish the essential functions of their position, at the Bargaining Unit Member's expense. The cost of renewing licenses and certificates required by the University shall be borne by the University.

Bargaining Unit Members who are required by the University to hold a license or certificates, which require continuing education for renewal or maintenance of a license or certificate, are responsible for identifying, scheduling and getting approval of the supervisor, for paid time off and tuition expenses necessary to satisfy these requirements.
2. Bargaining Unit Members in a skilled trade or craft, who are required and/or utilize as directed by the University to have a license or certification beyond that required by the skilled trade or craft, shall acquire and maintain all such licenses and certificates at the University's expense.

Utilization of license or certification for single instances or emergency situations is exempt from this provision.

3. Bargaining Unit Members, not in a skilled trade or craft, who are required or directed by the University to hold a license or certificate (with the exception of a standard driver's license), shall acquire and maintain all such licenses and certificates at the University's expense. Bargaining Unit Members, not in a skilled trade or craft, who utilize licenses or certificates not required by the University as directed shall have all such licenses/certificates maintained at University expense.

Utilization of license or certification for single instances or emergency situations are exempt from this provision.

4. Bargaining Unit Members who are required to obtain a new license or certification shall acquire and maintain all such licenses and certificates at the University's expense.

5. Bargaining Unit Members who are required by the University to hold a license or certificates which require continuing education shall receive paid time off and tuition expenses necessary to satisfy those requirements.

6. Bargaining Unit members who are required by the University to hold a license or certificate which requires a physical examination shall have such exam furnished by the University.

7. A Bargaining Unit Member who holds a license or certificate in a skilled trade or craft shall not be required to perform work requiring such license or certification if possession of such a license or certification is not a requirement of the position or the classification.

B. Loss of License(s)

1. Any loss of a required license, whether temporary or permanent, shall be immediately reported to the University. Failure to report loss of a required license before starting work in accordance with this provision will be grounds for discipline up to and including termination.

2. If a Bargaining Unit Member temporarily loses a required license or certificate through their negligence or inaction, the Bargaining Unit Member may be placed on administrative suspension without pay, by Statewide Labor Relations, for a period up to ninety (90) days or until they regain the required license or certificate. Except in extenuating circumstances, failure to re-obtain a required license or certificate in accordance with this section shall constitute grounds for administrative termination.

C. Driver License Review

1. Bargaining Unit Members shall provide written authorization to the Associate Vice Chancellor or his/her designee for an annual driver twelve-month (12) review. The purpose of this review is to ensure that the employees who are required to drive University vehicles in the course of performing their duties have had a current valid driver's license, recognized by the State of
Alaska, for the past twelve (12) months. The University will pay all associated costs for obtaining the copy from the Department of Motor Vehicles.

2. Bargaining Unit Members required by the University to hold a commercial drivers license (CDL) shall provide written authorization to the Associate Vice Chancellor or his/her designee for driver reviews in accordance with State and Federal requirements. The University will pay all associated costs for obtaining the copies from the Department of Motor Vehicles.

10.3 Indemnification and Property Protection

A. The University will defend, indemnify and hold harmless Bargaining Unit Members from any and all liability or damage arising out of acts on behalf of the University done within the course and scope of duty.

B. Stolen or damaged property:

1. Bargaining Unit Members shall be responsible for stolen, lost, misused, abused, or damaged property when there is evidence of a negligent or deliberate act. Bargaining Unit Members shall report stolen, lost, misused, abused or damaged property to their supervisor. This shall include University issued credit cards or any other procurement authority.

2. Bargaining Unit Members may use their own personal property. If their personal property is stolen, lost, misused, abused, or damaged while in use on behalf of the University, and there is no evidence indicating a negligent or deliberate act, the University shall repair or replace the personal property, if the use had been previously approved, in writing, by the University.

C. Upon termination the Bargaining Unit Member shall return all University property which was signed for (e.g., tools, equipment, clothing, keys) prior to receiving a final check. Failure to do so will result in the final check being offset by the full value of the material not returned.

10.4 Bargaining Unit Vacancies

In recognition of merit and career service, the parties agree that it is their mutual intent that vacant or newly established positions in the bargaining unit be filled by Bargaining Unit Members pursuant to the terms provided in this Section.

The following shall supplement the University's hiring procedure for filling positions in the bargaining unit.

A. If Bargaining Unit Members meet the minimum qualifications for the position and they apply for the vacancy prior to the closing date at the MAU personnel office, they shall be given priority consideration and an opportunity to interview for the position.

B. Bargaining unit vacancies shall be posted internally for a minimum of five (5) work days. Exceptions may be made based on documented lack of availability of qualified applicants in the bargaining unit, or the unexpected vacancy of a critical position. The custodial classification is excluded from this provision. The University's vacancy announcements for positions in the bargaining unit shall be posted at the MAU personnel office and at other locations where vacancy announcements are currently posted and be transmitted to the local union field office simultaneously to the posting. Bargaining Unit Members wishing to be considered for transfer to another campus shall notify the local Union field office and will be notified by the field office of vacancies at the campus designated in the announcement. It shall be the
responsibility of the Bargaining Unit Member to apply for the transfer in accordance with the University's policies.

C. Bargaining Unit Members who applied and were interviewed but not selected for a bargaining unit vacancy shall be provided written explanation of non-selection, including the University’s basis for non-selection.

D. Bargaining Unit Members who applied and were not deemed to be qualified for a bargaining unit vacancy shall be provided written explanation of nonqualification, including the University’s basis for this determination.

E. A Bargaining Unit Member who takes a vacant bargaining unit position shall serve a thirty (30) day review period. Bargaining Unit Members who are unable to successfully perform the essential functions of the position during the review period will be returned to their former position, classification and step.

10.5 University Notification

To be eligible for rehire, each Bargaining Unit Member shall give the University two (2) weeks notice before leaving employment, unless mutually agreed beforehand between the University and Local 6070.

ARTICLE 11
WAGES

11.1 Step Placement

A. Initial Hire

Upon initial hire a Bargaining Unit Member will be placed on the lowest step of the wage grade of the appropriate classification. Advance step hire may be made at the discretion of the Associate Vice Chancellor or his/her designee based on training and experience. Advance step placement is limited to the step placement of the least paid Bargaining Unit Member in that classification in the seniority pool. The University may request further advance placement of a new hire, the Union’s agreement or non-agreement on advance step placement shall not be arbitrary, capricious, or contrary to law.

B. Promotion

Upon promotion a Bargaining Unit Member will be placed at the Lowest Step of the new wage grade, or such other step of the new wage grade as will give the Bargaining Unit Member at least a two (2) step increase.

C. Lateral Transfer

A Bargaining Unit Member accepting a lateral transfer will retain their current step and range placement.

11.2 Wage Grade Schedule

A. The wage schedules in Appendix A shall be implemented for all members of the bargaining unit who are not on frozen pay, beginning the effective date of this Agreement through December 31, 2012. Grid adjustments shall take effect the first full pay period after the specified date of the grid adjustment. (Grid adjustments shall be an increase of 1.00% July 1, 2011 & an increase of 1.65% on July 1, 2012).
B. Effective on December 1, 2011, all Bargaining Unit Members shall move one (1) step within their
assigned range. Effective on December 1, 2012 all Bargaining Unit Members shall move one (1) step
within their assigned range.

11.3 Geographic Salary Differentials

Bargaining Unit Members are provided geographic differentials on the same basis as provided in
University Regulation in effect on January 1, 2010.

11.4 Leadperson Pay

A. A Bargaining Unit Member who is required to direct the functions of three (3) or more employees for a
specific period of time greater than three (3) consecutive working days shall receive an additional one (1)
dollar per hour for all hours worked. At the end of the leadperson assignment the Bargaining Unit
Member shall be returned to their original wage rate.

B. The leadperson is responsible for directing, scheduling, and monitoring work assignments. The
leadperson is neither responsible nor accountable for determining disciplinary action of Bargaining Unit
Members.

11.5 Temporary Upgrade

A. A Bargaining Unit Member who is assigned in writing to perform the duties of a higher classification
for a specific period of time greater than five (5) consecutive working days shall receive a one
classification increase for all hours worked in the higher classification, at their current step. At the end of
the temporary upgrade the Bargaining Unit Member will be returned to their original classification.

B. Bargaining Unit Members assigned in writing to perform the duties of a supervisor for at least three
(3) consecutive working days shall receive a 10% increase for the duration of the assignment.

ARTICLE 12
HOLIDAYS AND LEAVES

12.1 Holidays

A. Holiday Eligibility

1. To be eligible for holiday benefits, a Bargaining Unit Member must be benefits eligible as
defined in Article 1 and must be in pay status the last scheduled workday before the holiday and
the first scheduled workday after the holiday.

2. An eligible Bargaining Unit Member who is not scheduled to work on a holiday shall receive
eight (8) hours “holiday pay” at the base rate of pay.

3. An eligible Bargaining Unit Member who is required to work on a holiday shall receive
holiday pay and pay at the rate of time and one-half for all hours worked on the holiday.

4. Holidays falling during a Bargaining Unit Member’s authorized annual leave shall be paid as a
holiday and not as annual leave.
5. A Bargaining Unit Member who is not scheduled by the University to work during a campus closure shall take annual leave or leave without pay, at the choice of the Bargaining Unit Member.

B. Holiday Schedule

The following holidays are observed:

1. Day of Spring Recess, to be observed as designated each year by the appropriate chancellor
2. Memorial Day
3. Independence Day
4. An additional day before or after Independence Day, as designated each year by the president
5. Labor Day
6. Thanksgiving Day
7. An additional day after Thanksgiving Day
8. Christmas Day
9. An additional day before or after Christmas Day, as designated each year by the president
10. New Year’s Day
11. An additional day before or after New Year’s Day, as designated each year by the president
12. Martin Luther King Jr. Day in Celebration of Alaska Civil Rights

C. Holiday Observation

Holidays shall be observed on the date of the holiday, unless the holiday falls on Saturday or Sunday, in which case the holiday shall be observed on the Monday or Friday closest to the holiday. If the Bargaining Unit Member has been assigned an alternative work schedule such that a holiday falls on the first regularly scheduled day off, the holiday shall be observed on the preceding day. If the holiday falls on the Bargaining Unit Member’s second consecutive day off, the holiday shall be observed on the following day.

12.2 Annual Leave

A. Bargaining Unit Members shall accrue annual leave in accordance with Article 1 and as follows. Accrual shall be:

- 5.54 hours per 80 paid hours pay period during the first 5 years.
- 6.46 hours per 80 paid hours pay period during the next 6 – 10 years
- 7.38 hours per 80 paid hours pay period during the next 10 years or greater.
B. Use of annual leave must be mutually agreed to and approved by the immediate supervisor. If the supervisor denies a request for annual leave, the reason for denial shall be provided to the employee in writing.

C. Bargaining Unit Members may submit a written request to the University to cash out up to 40 hours of accrued annual leave. If the Bargaining Unit Member has a minimum balance of 40 hours of accrued annual leave after any cash out the University shall honor the cash out request. Payment shall be paid no later than the next payroll run from the request.

D. Annual leave accrual shall be capped at 240 except as described in E.

E. The salary equivalent of all unused annual leave shall be paid upon retirement or termination of a Bargaining Unit Member from the University. All accrued annual leave shall be paid to the employee’s estate when a Bargaining Unit Member dies.

F. Use of annual leave is subject to prior approval of the supervisor.

G. Scheduling

1. During the following periods (June 15 through June 30 and November 15 through December 1 of each year), a Bargaining Unit Member may submit to their supervisor, in writing on a form provided by the University, the leave dates the Bargaining Unit Member desires to schedule for the next year.

2. The supervisor will approve or deny such requests in writing not later than two (2) weeks after the close of the leave request period.

3. If two (2) or more Bargaining Unit Members in a seniority pool request the same leave date(s) and the University determines to approve some but not all such annual leave requests for such dates, such determination shall be provided in writing to the affected Bargaining Unit Members. Seniority shall be a consideration.

4. Leave scheduling requests received after the leave request periods shall be approved or denied in the order in which they are received by the supervisor. Leave scheduling requests submitted after the leave request periods should provide the supervisor advance notice equal to or greater than the length of time requested for leave. The supervisor shall respond in writing within three (3) work days.

12.3 Sick Leave

A. Bargaining Unit Members shall accrue 4.62 hours sick leave per eighty (80) paid hour pay period and be eligible to use sick leave in accordance with Article 1 and as provided in University Regulations governing sick leave (04.06.130) in effect as of January 1, 2011.

B. Bargaining Unit Members must notify or if unable, have another notify his/her immediate supervisor or as directed by the unit prior to their normally scheduled work day, but are encouraged to call at least one hour prior to their normally scheduled work day.

C. If a pattern of sick leave usage can be shown and/or the supervisor reasonably suspects abuse of sick leave benefits, the supervisor shall contact the Bargaining Unit Member and Local 6070 prior to requesting, from the Bargaining Unit Member evidence of illness or medical appointment.
12.4 Military Leave

A regular employee who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay to a maximum of 16 and one-half working days in one calendar year during which the employee is ordered to serve with the National Guard or Reserve Forces, or the Civil Air Patrol or Coast Guard auxiliary units. If requested, the employee must provide a copy of the order which will establish his/her eligibility for military leave. For other than required training periods discussed above, regular employees of the University are entitled to a military leave of absence without pay to serve in the Armed Forces of the United States and will be entitled to statutory benefits and rights to reemployment provided for by state and/or federal law. For a military leave of absence, the employee must give advance written notice of leave to the supervisor. If the leave is for more than thirty-one (31) days, the returning employee must, at the request of the supervisor, provide documentation, such as the Bargaining Unit Member’s orders, that establishes the length and character of the service and the timeliness of the application for re-employment. Voluntary involvement with non-military, auxiliary, or civil organizations, such as participation in search and rescue missions, is not eligible for military leave or military leave of absence.

12.5 Emergency Search and Rescue, Services Leave

A. Bargaining Unit Members participating in organized emergency search and rescue operations directed by state and/or local authorities may be allowed time off for such activities chargeable to annual leave or leave without pay, at their option.

B. An employee who is a volunteer fire department member or emergency medical technician shall notify their supervisor of their volunteer status. The supervisor may allow time off for such activities with a limitation on the number of Bargaining Unit Members who may be excused from their normal work activities to respond to emergency services. The leave may be chargeable to annual leave or leave without pay, at the Bargaining Unit Members option. Approval will not be unreasonably denied by the supervisor.

12.6 Workers’ Compensation Leave

The University’s workers’ compensation obligations under state laws, Regents’ Policy, University Regulation, and any other policy or procedure are not obligations under this collective bargaining agreement and are not subject to the grievance procedure.

12.7 Family Medical Leave

Family Medical Leave shall be provided in accordance with applicable state and federal law.

12.8 Jury Duty

Leave for jury duty shall be provided in accordance with Regents’ Policy and University Regulation in effect on January 1, 2011.

12.9 Rate of Pay for Leave

Leave hours shall not be deemed hours of work for the purpose of computing overtime or other premium pay under this Agreement.
12.10 Leave Without Pay

Bargaining Unit Members may request leave without pay for ten (10) working days or less. The Associate Vice Chancellor or his/her designee may approve in writing a leave without pay request.

ARTICLE 13
BENEFITS

Health Care Plan

13.1 Health Care Plan Options

A. Effective January 1, 2008 the current UA Choice Plan shall be the health plan available to eligible Bargaining Unit Members. The UA Choice Plan is a defined contribution plan with multiple coverage options, prospective employee charges, and a plan year based on a fiscal year.

B. Benefit plan designs and options may be altered by the University, following review and consideration of recommendations from the Labor Management Committee on health care.

C. Option charges shall be the same for all University employees selecting a coverage option.

D. Once during the life of this Agreement, including any extensions, Local 6070 may, upon written notice provided no later than February 15, exercise an option to cease participation, effective July 1 of the same year, in any University Health Plan and thereafter provide health benefits to its members. In such case, the University shall remit to Local 6070, or its designee, the defined contribution amount established in this Agreement on a schedule to be determined by the parties.


Effective January 1, 2011, the University shall contribute a minimum $1023.75 per employee per month toward health care. There shall be no University contribution for employees who choose to opt-out of the University health care plan.

Beginning July 1, 2011, the University defined contribution shall equal 83% of the net cost of the UA Choice health plan for all covered employees. Beginning July 1, 2012, the University defined contribution shall equal 83% of the net cost of health benefits for all covered employees.

13.3 Bargaining Unit Member Health Care Contribution

A. Prospective Charges

The University in good faith will annually establish an employee charge for each coverage option offered under the UA Choice Plan. Option charges shall be the same for all University employees selecting a coverage option. In establishing the charges the University shall consider prior year under and over collections related to the UA Choice Plan, consult with its benefits consultant and claims administrator, and will meet and confer with the joint health care committee. Option charges will be collected on a fiscal year basis and not subject to negotiations.
B. Over recoveries will be allocated to employee contributions at the University’s discretion, after meeting and conferring with joint health care committee.

13.4 Labor Management Committee on Health Care

Local 6070 and the University will participate in a Labor Management Committee on health care, either through, the Joint Health Care Committee or through an alternative Labor Management Committee which may allow other bargaining units (union) participation through a Letter of Agreement between the parties and the University.

The Joint Health Care Committee will be comprised of up to three (3) representatives selected by each union and up to five (5) representatives selected by the University. A quorum for meetings shall require no fewer than ten (10) committee members. The University Benefits Director may be an ex officio member of the committee. The committee shall identify its operating process, reduce them to writing and select the chair person(s).

The committee shall be conducted in accordance with parliamentary procedures. A formal vote on any official recommendations regarding changes in health benefits, needs to have a two-thirds majority to pass.

The committee shall prepare and forward written recommendations to the University Chief Human Resources Officer with copies to each committee member. The committee is advisory in nature; the University will normally accept committee recommendations. The University is not obligated to accept the recommendations.

Normally, the University will accept committee recommendations that are consistent with parameters described above and will proceed accordingly to implement the recommended changes. However, in exceptional circumstances, the Chief Human Resources Officer (CHRO) may determine that the best interests of the University and the health care plan would not be served in accepting the recommendation. In those cases where the CHRO does not accept the committee’s recommendation, the CHRO shall set forth in writing the reasons for such determination. The decision of the CHRO shall be rendered in writing within twenty (20) days of the receipt of the committee’s recommendations. The CHRO’s decision is final and binding and not subject to further review. Copies of the committee’s recommendations and the CHRO’s decision shall be posted on the Statewide HR Website.

The committee’s purpose is to review health benefits and to investigate study and design possible solutions to rising health care costs and other mutual problems. This committee shall meet monthly in Alaska. Topics may include, but are not limited to wellness programs plan design, eligibility, cost containment, number and quality of benefits provided, deductibles, application of prior years’ under/over collections, preferred provider programs, utilization, promotion and user education. Minutes shall be taken of committee sessions and posted on the Statewide HR website and/or other websites.

Members of the committee will be trained on health care topics including committee processes, health benefit reporting and accounting, HIPAA compliance and other topics relevant to the role of the committee.

The parties will meet and confer in good faith regarding health, pharmacy and wellness data that would be useful to the committee, as well as the timing and frequency of University provided reports. The University will facilitate information exchanges between the plan’s health care vendors, consultant and the health care committee to ensure timely receipt of information for committee use.
All expenses of serving on the committee and participating in committee activities shall be the responsibility of each party participating on the committee. Time spent by Bargaining Unit Members in committee meetings will be considered work time. If meetings begin or end outside of work time, that time will not be compensated. A good faith effort will be made to schedule these meetings on work time. Local 6070 Bargaining Unit Members serving on the committee shall be allowed up to twenty (20) paid work hours a quarter, to work on committee assignments. Time spent, after the twenty (20) paid work hours per quarter, by Bargaining Unit Members prior to or after LMC meetings shall not be considered work time. Local 6070 will provide staff support for the committee.

13.5. Life Insurance

Eligible Bargaining Unit Members are provided this coverage on the same basis as provided under the University Plan in effect as of January 1, 2011.

13.6. Long Term Disability

Eligible Bargaining Unit Members are provided this coverage on the same basis as provided under the University Plan in effect as of January 1, 2011.

13.7 Reimbursement Accounts (RAs)

Eligible Bargaining Unit Members are provided access to Reimbursement Accounts on the same basis as provided under the University Plan in effect as of January 1, 2011.

13.8 Tax Sheltered Annuities [403(b)] (TSAs)

Eligible Bargaining Unit Members are provided access to TSAs on the same basis as provided under the University Plan in effect as of January 1, 2011.

13.9 University Pension Plan

Eligible Bargaining Unit Members are provided this benefit on the same basis as provided under the University Plan in effect as of January 1, 2011.

13.10 Public Employees Retirement System

Eligible Bargaining Unit Members are eligible for this benefit as determined by state law.

13.11 Parking

A Bargaining Unit Member is provided on the same basis as provided in effect as of January 1, 2011.

13.12 Tool Allowance

Bargaining Unit Members who are specifically required, in writing, by the University to furnish their own tools will be paid a tool allowance of $20.00 per pay period. Bargaining Unit members in positions that currently are not required to provide their own tools shall be given up to six (6) months notice to acquire the necessary tools and their tool allowance will commence the first full pay period after written notification of the requirement.
13.13 Accidental Death and Dismemberment Coverage

Eligible Bargaining Unit Members are provided access to Accidental Death and Dismemberment coverage on the same basis as provided under the University Plan in effect as of January 1, 2011.

13.14 Legal Trust

A. Effective the first payroll after July 1, 1998, in addition to the wages paid per this Agreement, the University agrees to pay the Alaska Public Employees Association/AFT Legal Trust Fund (hereinafter the Fund) $4.62 per pay period per Bargaining Unit Member in pay status in the pay period for which the contribution is made.

B. The University shall remit the amount due for the previous month to the Fund within fifteen (15) days after the pay date.

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

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

13.15 Tuition Waiver Benefit

Employee Education Benefits shall be provided in accordance with Regent’s Policy and University Regulation.

Bargaining Unit Members shall receive all other education benefits offered to any other employees of the University during the life of this Agreement.

ARTICLE 14
DURATION

A. The non-monetary terms of this Agreement shall be in effect from January 1, 2011, until December 31, 2012.

B. The monetary terms of this Agreement shall be in effect as provided in the Agreement, and until December 31, 2012.

C. Appendices A and B to this Agreement are incorporated in their entirety as parts of this Agreement.
D. In June of 2012, either party may serve written notice on the other of its desire to terminate, modify, or amend this Agreement. Upon receipt of such notice, negotiations shall commence within sixty (60) calendar days, or as agreed by the parties.

ARTICLE 15
CLASSIFICATION REVIEW

This process provides the sole and exclusive method for Bargaining Unit Members to review and resolve questions or concerns they may have pertaining to the classification placement of their position. Bargaining Unit Members may request such review no more than one time each year, unless assigned duties have substantially changed.

15.1 Step 1

A Bargaining Unit Member questioning the appropriateness of the classification placement of their position will fill out a Position Review Form (see attachment B). The Position Review Form (PRF) shall accurately describe the duties currently being performed by the Bargaining Unit Member. The Bargaining Unit Member may submit additional documentation supporting his/her position that the current classification is inappropriate. The Bargaining Unit Member will request the classification he/she believes is more appropriate.

15.2 Step 2

The Bargaining Unit Member will review the PRF with his/her immediate supervisor to discuss duties performed. In the event the completed form does not accurately reflect the Bargaining Unit Member’s duties, the Bargaining Unit Member shall have the (10) working days to resubmit the form accurately describing the duties. Within ten (10) working days of the date of submission of the PRF to the supervisor, a meeting will be scheduled for a mutually agreeable time, as soon as possible after the receipt of the PRF. The Supervisor shall forward his/her findings to the immediate Director, with a copy to the Bargaining Unit Member. If there is disagreement the Bargaining Unit Member may submit a written rebuttal to the Director, within ten (10) working days from receipt of the supervisor's findings.

15.3 Step 3

The employee's immediate Director shall review the Position Review Form, supervisor's comments and/or employee's rebuttal. The immediate Director may meet with the Bargaining Unit Member and their Employee Representative, to gather or clarify information. The immediate Director or the Associate Vice-Chancellor shall, within ten (10) working days of receipt of the employee's submission or the meeting, whichever is later, make a decision, reduce it to writing and send a copy to the Bargaining Unit Member and Employee Representative.

15.4 Step 4: Appeal Process

The Bargaining Unit Member may appeal the immediate Director's or the Associate Vice Chancellor’s decision. Local 6070 staff shall submit in writing the appeal within ten (10) working days from the determination in Step 3 to the MAU level Human Resources Director. Union staff, the immediate Director or Associate Vice Chancellor, and the Human Resources Director shall jointly review the documentation. If the parties agree then the reclassification will occur as agreed. If the parties disagree then the Union may advance the reclassification appeal within ten (10) working days to the next step.
15.5 Step 5

The Human Resources Director's decision may be appealed in writing to Statewide Office of Labor Relations. The parties shall meet within ten (10) working days from receipt of the written appeal. If the review of the appeal does not result in a mutually agreed classification change, the classification shall be submitted to a neutral party, selected according to the process set forth below, for determination. For the purposes of this step the neutral classification panel will be a panel of three (3) neutral classification experts jointly determined by both parties. The cost associated with this step will be split evenly between the parties. The parties shall select one Classification Specialist from the panel of three (3) by alternately striking one name from the list. The one remaining shall decide the dispute. The parties shall rotate who strikes first.

15.6 Effective Date of Reclassification

The effective date of reclassifications which result from the process set forth in this Article will be retroactive to the beginning date of the pay period after the date the Bargaining Unit Member first submitted their review to their supervisor.

15.7 Effect of Reclassification

In the event a position is reclassified downward, the individual affected will be selected in accordance with the layoff provisions in Article 5.4.B of this agreement. The individual selected shall be placed in the lower classification scale at the equal or closest higher rate to their current rate. If the current rate exceeds the maximum rate in the lower scale, their pay shall remain frozen for not longer than three years, at which time the rate shall be adjusted to the maximum rate of the new lower scale. In the event a position is reclassified to a higher classification, it shall be considered a promotion as defined in Article 11.1.B. In the event a position is determined by the classification expert to be reclassified to a higher classification, the University retains the right to limit assigned duties such that the reclassification is no longer warranted. In the event the University so limits assigned duties, the employee shall receive compensation equal to a one step increase for the time between the date of the Step 1 appeal and the Director’s or the Associate Vice Chancellor’s decision to limit duties to the former classification.
COLLECTIVE BARGAINING AGREEMENT
between the
UNIVERSITY OF ALASKA
and the
ALASKA HIGHER EDUCATION CRAFTS & TRADES EMPLOYEES,
LOCAL 6070
APEAAFT (AFL-CIO)

FOR THE UNIVERSITY OF ALASKA
Wendayln Tisdall, Spokesperson
Brad Lobland, Human Resources
Bridget Thomsen, Human Resources
Felipe Casado, UAA
Bob Miller, UAF
Chris Mizelle, UAA
Joe Mueller, UAS

FOR LOCAL 6070
J. Sowell, President Local 6070
Dave Behrends, Negotiator
Colin Clausson, Negotiator
Kevin Purcell, Negotiator
Jerry Blume, Alt. Negotiator
Jennifer Madsen, Spokesperson
Appendix A

January 1, 2011 to June 30, 2011

**MAINTENANCE SERVICE WORKERS**

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**CRAFTS and TRADES**

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July 1, 2011 to June 30, 2012
(1% Increase)

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Appendix A

July 1, 2012 to June 30, 2013
(1.65% Increase)

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LOCAL 6070 POSITION REVIEW FORM

Name ____________________________________________

Current Classification (circle one)
MSWI  MSWII  MSWIII  MSWIV  CT1  CT2  CT3

Proposed Classification (circle one)
MSWI  MSWII  MSWIII  MSWIV  CT1  CT2  CT3

Current Job Title ____________________________________________

Shop/Department ____________________________________________

Campus (circle one) UAA  UAF  UAS  Remote______________________________

Name of Immediate Supervisor ____________________________________________

Supervisor’s phone number __________________________________

Employee Signature _________________________________________________________

Submittal Date ____________________________

Supervisor Signature _________________________________________________

for receipt of form ____________________________ Date ___________

Member and Supervisor review date ____________________________

Supervisor Recommends __________ Supervisor Does Not Recommend __________

Supervisor Signature _________________________________________________

Date Submitted to Director ____________________________

Director Approves _______  PCN ___________  Effective Date:___________

New Classification: ______________

Director Denies ______________

Director Signature ____________________________ Date: ________________
Section 1 – What is the reason for requesting a reclassification of this job?  
(change in job duties, increase in responsibilities, certification, job knowledge or experience)

______________________________________________________________________________
______________________________________________________________________________

Section 2 – Tell us what has changed.

A. List job duties you are performing in the requested classification, if any:
______________________________________________________________________________
______________________________________________________________________________
________________________________________
(Attach additional pages if necessary)

B. Describe how your responsibilities have increased, if applicable.
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
________________________________________
(Attach additional pages if necessary)

C. What change in certification has occurred, if any? Attach any supporting documentation.
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

D. What change in job knowledge, experience or skills has occurred, if any?
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

E. Describe any change in problem solving/decision making that has occurred, if any.
______________________________________________________________________________
______________________________________________________________________________
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______________________________________________________________________________
Section 3 – Guidance and Authority

Circle the description below which most accurately describes the job and the supervision it receives:

a. Frequent and short assignments with detailed instructions. Progress checked regularly.

b. A series of similar assignments performed alone. Use established standards and procedures. Complex and unusual problems referred to supervisor.

c. Assigned objectives are only outlined. Responsible and accountable for completion of the objectives, choosing and using best procedure.

d. Works and makes substantial decisions independently, infrequent or unstructured supervision.

Section 4 - Other information necessary to further clarify this reclassification request, if any:

______________________________________________________________________________
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Section 5 – To be completed by the Supervisor

1. List specific administrative and/or technical decisions made by this job. Specify only those decision made by this job without obtaining a supervisor’s approval. Do not include decisions referred to others (for example: supervisor) or those governed by policies and regulations or written procedures.

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Supervisor: Recommend Approval _____
Recommend Denial _____

2. Justification for recommendation

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