

# **COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**UNIVERSITY OF ALASKA**

**and the**

**ALASKA HIGHER EDUCATION  
CRAFTS AND TRADES EMPLOYEES**

**Local 6070**

**APEA/AFT (AFL-CIO)**

**January 01, 2017 through December 31, 2018**

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# **ARTICLE 1 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 1.4C); student personnel; supervisory personnel; and confidential personnel.

## **1.2 Benefit Eligibility**

Local 6070 Bargaining Unit members are benefit eligible when employed by the University in either full-time or part-time regular, or term bargaining unit positions. Benefit eligibility for temporary, and extended temporary employees are defined in University regulations.

## **1.3 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 1,040 hours in a twelve (12) month period, or a specific project, grant or contract and will be terminated at the end of such time or as a result of inadequate funding necessary to maintain fifty (50%) percent or more of full time on a regular basis.

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, or after the expiration of the grand or contract, 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.

Failure to provide timely notice does not renew the appointment. Term employees who have eighteen (18) months continuous employment are entitled to the provisions in Article 5.3 Layoff and Recall, and associated seniority rights.

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

## **1.4 Temporary Appointments**

### **A. Temporary Employees**

Temporary employees who work in unbudgeted positions and:

- 1) are expected to be employed for between 15 and 29 hours of service per week on average and for less than 18 months; or
- 2) perform labor for the university system only on a seasonal basis of six months or less per year, with a break in university service of at least 26 weeks. Such seasonal labor is of the kind performed at certain seasons or periods of the year and which, from its nature, may not be continuous or carried on throughout the year.

Temporary employees will not be employed for more than 18 months in temporary status. If employment continues beyond 18 months without a break in university service, a term-funded or regular job status will be developed and a recruitment conducted. A break in service is a period of at least 120 days.

### **B. Extended Temporary Employees**

Extended temporary employees are employees who work in unbudgeted positions and are reasonable expected to work on average at least 30 hours per week.

An employee will not be employed for more than 18 months in extended temporary status. If employment continues beyond 18 months, without a break in university service, a term-funded or regular job will be developed and a recruitment conducted. A break in service is a period of at least 120 days.

Extended temporary employees eligible for annual and sick leave, and health benefits at the first day of this contract shall have their benefit structure in the previous contract preserved for the total period of their current extended temporary employment with the University. This does not pertain to extended temporary employees after the beginning date of this contract.

Seasonal employees are not eligible for extended temporary status.



### **C. Casual Employees**

Casual employees are non-exempt temporary employees who work in unbudgeted positions on an as-needed basis and:

- 1) work no more than 14 hours per week; or
- 2) work no more than 750 hours within a 12-month period.

### **D. Student Employees**

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

Student employees are considered temporary employees for the purpose of determining maximum number of hours worked.

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

Student Employees working with Local 6070 Bargaining Unit Members shall receive applicable safety training from the University.

### **1.5 Probationary Period**

- A.** Upon initial hire, Local 6070 Bargaining Unit Members are probationary for the first six (6) months of work.
- B.** The University may extend the probationary period of a Local 6070 Bargaining Unit member for as much as an additional four (4) months. The University will inform the impacted Local 6070 Bargaining Unit member of the reason for the extension. Local 6070 shall be notified of all probationary extensions.
- C.** Local 6070 Bargaining Unit Members serving in probationary status are covered by the terms of this Agreement with the exception of provisions governing discipline.
- D.** Local 6070 Bargaining Unit Members who have temporary service in a position that is converted by the University to a benefit eligible position, without interruption, shall have those hours counted toward probation.
- E.** Each Extended Temporary Employee shall be credited eight (8) hours of personal leave which shall be deposited into the Union Business Leave Bank pursuant to Article 3.10.

## **ARTICLE 2**

### **PURPOSE, SCOPE, AND INTERPRETATION**

**2.1** The purpose of this Agreement is to define the terms and conditions of employment between the University and the Union.

#### **2.2 Management Rights**

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. Some examples of those management rights are:

- 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, does not create 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.

### **2.3 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 whether documented or not. This Agreement concludes all collective bargaining for the duration of this Agreement.

The parties may mutually agree to enter into negotiations to amend the Agreement. Prior to enacting any change in the terms and conditions of employment as established by a specific provision of this Agreement, or involving a mandatory subject of bargaining, the University shall obtain the approval of the Union in the form of a Memorandum of Understanding.

### **2.4 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 Bargaining Unit Members shall not be required to do the duties normally performed by the employees engaged in the strike or work stoppage.

### **2.5 Savings Clause**

The terms of this Agreement are subject to applicable state and federal law and regulation. 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 or regulation, such term or provision shall become invalid and unenforceable. Nevertheless, such invalidity or unenforceability will not impair or affect any other term or provision of this Agreement.

### **2.6 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.

## **2.7 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, Board of 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 Board of Regents' Policy and University Regulation**

Unless superseded by a specific provision of this Agreement, the Board of Regents' Policy and University Regulations, as amended from time to time, will apply to all Local 6070 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. If contracting out results in the layoff of Local 6070 Bargaining Unit Members, the University will do the following:
1. Conduct a cost analysis.
  2. Supply the Local 6070 with a copy of the cost analysis conducted within 24 months and a statement of intent with regard to the contracting out.
  3. Within fifteen (15) days from Local 6070's receipt of the cost analysis and statement of intent, Local 6070 may schedule an appointment to meet with the University to review the cost analysis. Local 6070 may offer alternatives to contracting out.
  4. In the event the University exercises its right to issue a Request for Proposal (RFP), the University will supply Local 6070 with a copy of the RFP at the time of the RFP's posting.
  5. The University will notify Local 6070 when a contracting out decision has been made with regard to RFP responses.

6. Layoff because of contracting out will occur in accordance with Article 5.3 Layoff and Recall, with the exceptions noted in this Article.
7. Local 6070 Bargaining Unit Members who are displaced because of contracting out will receive first consideration for vacancies for which they apply and are qualified, including temporary openings for a period of up to eighteen (18) months following layoff.
8. The University will provide continuation of health benefits, at no cost to the laid-off Local 6070 Bargaining Unit Member, for three (3) months from the date of layoff.
9. The regional human resources office will endeavor to assist notified layoff Local 6070 Bargaining Unit members and Local 6070 Bargaining Unit members in layoff status to find suitable employment within the university system.

**B.** In the event the University conducts an audit of work that has been contracted out causing the displacement of Local 6070 Bargaining Unit Members, the University shall provide a copy of the audit to Local 6070.

## **2.10 Labor Management Committee**

Representatives of Local 6070 and the University will meet, upon request, on at least a quarterly basis at each MAU for the purposes of improving communication and resolving labor relations matters. Discussion items should be agreed upon in advance whenever possible, with both parties having equal opportunity to propose items. Any matter agreed upon by both parties may be discussed. These committees shall have no authority to alter, add to, subtract from, or otherwise modify the terms of this agreement. These committees shall not have the authority to adjust or resolve grievances.

## **ARTICLE 3 UNION SECURITY**

### **3.1 Agency Shop**

- A.** All Local 6070 Bargaining Unit Members shall, as a condition of employment or continued employment, pay to the Union dues or agency fees (which may include initiation fees). The agency fee is intended to cover 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 Local 6070 Bargaining Unit Member shall commence no later than thirty (30) workdays after the Local 6070 Bargaining Unit Members first workday as a Local 6070 Bargaining Unit Member.
  
- C.** If the Local 6070 Bargaining Unit Member chooses to use payroll deduction for payments to the Union, the biweekly amount paid by the Local 6070 Bargaining Unit Member shall be deducted in accordance with the University's payroll schedule.
  
- D.** Upon eligibility, Local 6070 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 Local 6070 Bargaining Unit Member a payroll deduction form.
  
- F.** An Employee Representative or 6070 Officer shall be allowed to meet with new regular and term, full-time and part-time, Local 6070 Bargaining Unit Members for up to two (2) hours after their new employee orientation, or within a reasonable period thereafter. The Employee Representative or 6070 Officer shall request prior approval from the supervisor before this meeting. Approval shall not be unreasonable denied.

### **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 Local 6070 Bargaining Unit Member, the University shall deduct, on a biweekly basis, the amount of dues, fees, and other employee benefits specified by the Union from the Local 6070 Bargaining Unit Members wages until or unless the deduction form is revoked by the Local 6070 Bargaining Unit Member.

**B.** Deductions are 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.

The University will make reasonable effort to forward the monies along with an itemized statement listing the Local 6070 Bargaining Unit Members and the amounts deducted to the Union not later than the 15<sup>th</sup> 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 Local 6070 Bargaining Unit Member all information, notices and procedures required by law (e.g. Chicago Teachers' Union v. Hudson, 475 U.S. 292 (1986), and 8 AAC 97.305-.320) regarding the collection of service fees.

If a Local 6070 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 Local 6070 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 Local 6070 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 Local 6070 Bargaining Unit Member, or send notice to the Local 6070 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 Local 6070 Bargaining Unit Member. Upon receipt of written certification of continued noncompliance, the University will terminate the employment of the Local 6070 Bargaining Unit Member. Such termination may not be grieved by the Union nor will the Union assist the Local 6070 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 Employee Representatives**

Local 6070 may designate specific representatives from among the Local 6070 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. Local 6070 will keep the list current. The selected individuals may meet and confer with the appropriate University representatives for the purposes of handling grievances and labor contract administration. Union officers may attend safety meetings at the request of a Local 6070 steward provided that the Facilities Director is notified in advance and agrees.

Employee Representatives may meet and confer with Local 6070 Bargaining Unit Members 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.

### **3.6 List of Local 6070 Bargaining Unit Members**

**A.** The University will provide by electronic mail notice to the Union representatives of all new Local 6070 Bargaining Unit Members within two (2) weeks of their hire date.

**B.** The University will provide to the Union a list of Local 6070 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.

### **3.7 Union Use of University's Facilities**

**A.** Local 6070 Bargaining Unit Members may use the University's electronic mail system on the same basis as other employees.



- B.** The University shall designate an existing bulletin board, or supply one where none exists, for exclusive Union use in a conspicuous, accessible place for Local 6070 Bargaining Unit Members at each campus.
- C.** 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 charges.
- D.** Local 6070 Bargaining Unit members shall have access to university facilities on the same basis as other university bargaining units.

### **3.8 Administrative Organization**

- A.** An organizational chart identifying the supervisory chain shall be made available to Local 6070 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.

### **3.9 Local 6070 Paid Staff**

Local 6070 is also represented by staff members of the APEA/AFT who are not employees of the University, who are 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 Local 6070 Bargaining Unit Members nor interrupt the normal course of the University's workday. Approval for such visits shall not be unreasonably withheld or delayed.

### **3.10 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 Local 6070 Bargaining Unit Members for Union training, collective bargaining, payment of witnesses under the provisions of Article 6.5.H.(2) and all other Union business. The Statewide 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 regular Local 6070 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 quarterly report of the bank's activity provided to the Union.
- C.** Withdrawals from the bank shall be made by Local 6070 Bargaining Unit Members on the regular time reporting sheets provided by the University. The Local 6070 Bargaining Unit Member shall be responsible for furnishing a copy of the sheet to the Union President for approval.
- D.** Any withdrawal by a Local 6070 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 Local 6070 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 Local 6070 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 Local 6070 Bargaining Unit Members, the University will notify the Union.
- C.** Work performed at the direction of the University shall be compensated according to the terms of this Agreement.
- D.** A standard work week 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. An exception to a shift of less than three (3) hours in a workday may be addressed by a Memorandum of Understanding. The parties recognize that, while the standard work week 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 work week 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 (4) consecutive days may be requested in writing by Local 6070 Bargaining Unit Members to the immediate supervisor. The University will reply to the request in writing within ten (10) working days.

### **4.2 Work Schedules**

- A.** The University will establish work schedules defining hours of work.
- B.** The parties recognize that work schedules may be changed for business purposes by the University.
  - 1. The University shall provide a two (2) week written notice of work schedule changes.
  - 2. Schedule changes shall be announced to the Local 6070 Bargaining Unit Members in the appropriate seniority pool.

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

- C.** Schedule change requests may be initiated by Local 6070 Bargaining Unit Members. Those requests must be submitted in writing to the employee's supervisor. The supervisor will reply to the request in writing within ten (10) days, and if the request is denied the supervisor will provide a reason. 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, and birthing) are excluded from the notice requirements of this provision; however, the Local 6070 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 (2) week written notice of work schedule changes. When returning Local 6070 Bargaining Unit Members to their normal work schedule, the University shall give as much notice as possible. Employees will not be scheduled to work over 6 days a week or 72 hours a week for health and safety concerns.
- F.** A Local 6070 Bargaining Unit Member assigned to boiler overhauls, with a scheduled 60 hour or more work week, who does not take annual leave during the pay period shall receive four additional hours of annual leave for each pay period they are assigned to boiler overhaul. The additional annual leave will be deposited on the first full pay period after the boiler overhaul assignment ends.
- G.** 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 Local 6070 Bargaining Unit Members will be notified as far in advance as practical.

Local 6070 Bargaining Unit Members who are required to work because of an unexpected work schedule change, and who have pre-approved leave scheduled for that week, will have that pre-approved leave time count as hours worked for purposes of determining the overtime threshold (i.e., greater than 40 hours).

### **4.3 Extra Hours of Work**

- A.** Extra hours are any hours beyond those scheduled.

Extra hours of work shall be accomplished by the Local 6070 Bargaining Unit Member as directed by the University. A Local 6070 Bargaining Unit Member may decline the extra hours of work. An effort will be made to share extra hours of work among the Local 6070 Bargaining Unit Members within a shop and within the appropriate classification description who have the ability and skills to accomplish the required work.

- B.** Local 6070 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. 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 (4) hours of work in a shift, a Local 6070 Bargaining Unit Member shall take an unpaid meal period of thirty (30) minutes unless it is a dire emergency.

### **4.4 Call-In Work**

- A.** Local 6070 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).
- B.** Local 6070 Bargaining Unit Members are expected to respond to call-in work as requested by the University, but may decline the call-in work.
- C.** All additional hours worked in call-in status beyond the two (2) hour premium shall also be paid at the premium pay rate of time and a half (1.5).
- D.** After more than four (4) hours of call-in work, a Local 6070 Bargaining Unit Member may be granted an unpaid meal period of thirty (30) minutes unless it is a dire emergency.
- E.** If the Local 6070 Bargaining Unit Member responds to other situations while already at work in call-in status, the Local 6070 Bargaining Unit Member will not be entitled to an additional guaranteed minimum two (2) hours call-in compensation.

## **4.5 Stand-By**

- A.** Local 6070 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. Local 6070 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.** Local 6070 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 forty-five (45) minutes or longer as otherwise specified by the University. Failure to comply with this provision may result in loss of Stand-by pay, disciplinary action or both.
  
- C.** Stand-by is voluntary; in the event that stand-by assignments cannot be filled on a voluntary basis the University may assign Stand-by to Local 6070 Bargaining Unit Members in accordance with the provisions below:
  - 1. The least senior Local 6070 Bargaining Unit Member who has not served any Stand-By in the past ninety (90) calendar days shall be assigned first.
  
  - 2. No Local 6070 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 work week.
  
- B.** Overtime work shall be paid at base hourly rate times one and a half (1.5).
  
- C.** Pyramiding of overtime or premium pay is prohibited. Local 6070 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 Local 6070 Bargaining Unit Members who work regularly scheduled twelve (12) hour shifts.

- E. Effective the first full pay period after March 1, 2017 through the first full pay period after December 31, 2018, hours worked as Holiday Worked Premium Pay will be counted as hours worked for the purpose of calculating overtime for employees working 12 hour shift assignments.

#### **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 Local 6070 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 Local 6070 Bargaining Unit Members to eat a meal.
- B. All Local 6070 Bargaining Unit Members are 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**

Local 6070 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. Local 6070 Bargaining Unit Members who are on authorized voluntary alternate schedules are not subject to Section B below.
- B. Local 6070 Bargaining Unit Members other than UAF Utilities Division employees, or those addressed in 4.10.A. 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.
- C. 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.

**D.** Shift Schedule Premium shall cease if there is a break in hours worked of two (2) hours or longer.

#### **4.11 Special Assignment Premium Pay**

**A.** All members of the UAF Utilities Division will receive a premium of twelve percent (12%) per hour for hours worked.

**B.** Local 6070 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, (i.e., 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 Local 6070 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 is 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. It is the employee's responsibility to use any provided safety equipment and procedures in their daily work.

Employees will 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 Local 6070 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 Local 6070 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 Local 6070 Bargaining Unit Member who reported the condition. All Local 6070 Bargaining Unit Members are encouraged to stop a job and notify their supervisor if they have a good faith belief that such job is unsafe. Local 6070 and the University will work together to find a safe solution to all safety issues.



## **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. Local 6070 Bargaining Unit Members must use such equipment properly and as directed by the University to prevent injury and accidents. Local 6070 Bargaining Unit Members who fail to use such equipment properly and as directed by the University, or violate established safety protocols may be subject to disciplinary action. Local 6070 Bargaining Unit Members will not be required to operate University equipment that does not conform to local, state, or federal safety requirements. No Local 6070 Bargaining Unit Member will be required or requested to perform work in an unsafe manner or use unsafe equipment.

## **C. Safety Shoes or Boots**

1. Local 6070 Bargaining Unit Members, who can demonstrate a valid need for safety boots or shoes, and with the concurrence of the Bargaining Unit Members 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 \$200. To be eligible for reimbursement the boots must meet the needs of the Job Hazard Analysis (JHA) and/or Personal Protective Equipment (PPE) policy.
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. Local 6070 Bargaining Unit Members required to wear safety shoes or boots in subzero 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. Local 6070 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 Local 6070 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. At the supervisor's discretion, Local 6070 Bargaining Unit Members shall be reimbursed up to \$600 towards the actual cost of prescription safety lenses and frames every three fiscal years, or the University will provide frames and up to \$200 towards the actual cost of the prescription safety lens inserts each fiscal year. Requests for reimbursement of safety prescription glasses shall be made on the appropriate University form supported with proper documentation of cost, and submitted for approval to their supervisor or Utilities Division Operations Superintendent.
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. To be eligible for reimbursement the protective safety eyewear must meet OSHA Standards as referenced in (ANSI Z87-1), the needs of Job Hazard Analysis (JHA) and/or Personal Protective Equipment (PPE) policy, and include 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 Local 6070 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 Local 6070 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 Local 6070 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 Local 6070 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 if necessary. It shall not be a violation of this Agreement or grounds for disciplinary action or retaliation of a Local 6070 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 Local 6070 Bargaining Unit Members for the general unit or by shop. Local 6070 Bargaining Unit Members may occasionally facilitate safety meetings. Supervisors will review meeting summary, provide feedback to Local 6070 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 Local 6070 Bargaining Unit Members will be encouraged to participate.

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 Local 6070 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 Local 6070 Bargaining Unit Member leaves and returns to his/her immediate work station if travel begins during assigned working hours, or when the Local 6070 Bargaining Unit Member leaves and returns to his/her home if travel begins and ends outside assigned working hours.

## **B. Travel Cards & Advances**

1. Local 6070 Bargaining Unit Members requested to travel by the University shall be issued a University Travel Card in the Local 6070 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 Local 6070 Bargaining Unit Member's pay.
2. Cash advances for travel may be issued to the Local 6070 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 rental vehicle insurance, generally called "collision damage waiver insurance," will not be paid or reimbursed for automobile rentals for University business. The University will indemnify employees for damage to vehicles caused by the legitimate use of rental automobiles. Damage to vehicles that occurs because of reckless or intentional behavior, outside the University-related purpose of the rental, or due to rental contract violations are the Local 6070 Bargaining Unit Member's sole responsibility.

## **D. Reimbursement**

The University shall reimburse Local 6070 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 Local 6070 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 Local 6070 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**

Local 6070 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 Local 6070 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 Local 6070 Bargaining Unit Members length of continuous service in the bargaining unit. Service as a temporary employee shall be counted if converted to full time regular Local 6070 Bargaining Unit Member.

If application of the preceding paragraph results in two or more Local 6070 Bargaining Unit Members having the same seniority, the Local 6070 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 Local 6070 Bargaining Unit Members' Personnel records as necessary to determine seniority, with written authorization from the Local 6070 Bargaining Unit Member.

#### **B. Seniority Pool**

All Local 6070 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. Equipment Maintenance/Auto Shop
    7. Transportation
    8. Electrical
    9. HVAC/Bldg. Automation
    10. 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. Asbestos

**C. Application**

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

**5.2 Termination of Seniority**

**A.** A Local 6070 Bargaining Unit Members seniority shall be terminated and any rights under this Agreement forfeited for the following reasons: discharge, quit, retirement, resignation, or acceptance of a University position outside of the bargaining unit;

**B.** A Local 6070 Bargaining Unit Member who accepts a University assignment outside of the bargaining unit may return or be returned to the bargaining unit within six (6) months and keep the seniority they held prior to leaving the bargaining unit under the following conditions:

1. No Local 6070 Bargaining Unit Member is displaced by the return.
2. The returning member shall be placed on the same scale step they held prior to the promotion regardless of the classification assigned upon return.

## **5.3 Layoff and Recall**

### **A. Reasons for Layoff**

The University will determine when layoffs are necessary based on:

1. elimination of a position;
2. shortage of work;
3. shortage of funds;
4. material change in the duties of the position for which the Local 6070 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 Local 6070 Bargaining Unit Member.

### **B. Determination of Layoffs**

The University will determine the timing of layoffs, the number of Local 6070 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 Local 6070 Bargaining Unit Members in that pool,
3. Local 6070 Bargaining Unit Members in that position and pool determined by seniority. The least senior Local 6070 Bargaining Unit Member in the seniority pool shall be the first laid off.



### **C. Notice & Timelines**

Prior to notice of layoff being sent to employee(s), the University shall send notice to Local 6070 to meet and confer 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 Local 6070 Bargaining Unit Member(s) affected advising the Local 6070 Bargaining Unit Member(s) of their option to invoke their bumping rights within three (3) working days of notification.

A Local 6070 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 Local 6070 Bargaining Unit Members in an affected seniority pool to voluntarily request Leave Without Pay (LWOP) or voluntarily reduce individual work schedules, the University may make the following options available:

#### **1. Leave Without Pay**

LWOP may be requested by Local 6070 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 Regents' Policies and University Regulations.

#### **2. Reduced Work Weeks**

Local 6070 Bargaining Unit Members may volunteer for a reduced work week of no less than twenty (20) hours per week with the final determination being made by the University. A Local 6070 Bargaining Unit Member may withdraw from their reduced work week with a minimum of two (2) weeks written notice to the University. The University may cancel the reduced work week with a minimum of two (2) weeks' written notice to the Local 6070 Bargaining Unit Member.

3. Granting of the alternatives detailed in D.1. and D.2. above is at the sole discretion of the University.

### **E. Alternative Employment**

The University will endeavor to assist Local 6070 Bargaining Unit Members affected by layoff to secure alternative employment within the scope of the University's system before the Local 6070 Bargaining Unit Member's layoff date.

### **F. Bumping Rights**

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

1. Displace the least senior Local 6070 Bargaining Unit Member in their classification and trade, where the Local 6070 Bargaining Unit Member possesses the necessary skills, in their seniority pool. Lacking seniority or the necessary skills the Local 6070 Bargaining Unit Member may elect to proceed to Step 2.
2. Displace the least senior Local 6070 Bargaining Unit Member in their classification and trade, where the Local 6070 Bargaining Unit Member possesses the necessary skills, in their MAU. Lacking seniority or the necessary skills the Local 6070 Bargaining Unit Member may elect to proceed to Step 3.
3. Displace the least senior Local 6070 Bargaining Unit Member in their classification, where the Local 6070 Bargaining Unit Member possesses the necessary skills, in their MAU. Lacking seniority or the necessary skills the Local 6070 Bargaining Unit Member may elect to proceed to Step 4.
4. Displace a Local 6070 Bargaining Unit Member with the least seniority in the next lower classification and trade, where the Local 6070 Bargaining Unit Member possesses the necessary skills, in their seniority pool. Lacking seniority or the necessary skills the Local 6070 Bargaining Unit Member may elect to proceed to Step 5.
5. Displace the least senior Local 6070 Bargaining Unit Member in the lower classification, where the Local 6070 Bargaining Unit Member possesses the necessary skills, in their MAU. Lacking seniority or the necessary skills the Local 6070 Bargaining Unit Member may elect to proceed to Step 6.

6. Displace the least senior Local 6070 Bargaining Unit Member in the next lower classification, where the Local 6070 Bargaining Unit Member possesses the necessary skills in their MAU. Lacking seniority or the necessary skills the Local 6070 Bargaining Unit Member may elect to proceed to Step 7.
7. Repeating Step 6 until all classifications and or seniority within their MAU is exhausted.

The Local 6070 Bargaining Unit Member exercising bumping rights must possess the necessary skills and abilities to accomplish the essential functions of the position.

The Local 6070 Bargaining Unit Member bumping within the same classification will be placed at their current step. The Local 6070 Bargaining Unit Member displacing a lower classification shall be placed at the step as close to a ten (10%) reduction in wage/salary as possible. If the ten (10%) percent reduction is above the top step of the lower classification, the new wage salary will be the top step of the lower classification table. Salary shall be reduced three (3) months from the effective date of the new job assignment.

Local 6070 Bargaining Unit Members who are displaced by bumping may elect bumping rights.

#### **G. Recall**

1. If the University seeks to fill a vacancy in a seniority pool from which Local 6070 Bargaining Unit Members are laid off, such Local 6070 Bargaining Unit Members shall be recalled in the reverse order of layoff. The Local 6070 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 Local 6070 Bargaining Unit Member must keep the University informed as to their current address and contact number.

## **5.4 Superseniority**

- A.** During the period a Local 6070 Bargaining Unit Member is designated and serving as a Union officer, or as a Union negotiator, the Local 6070 Bargaining Unit Member shall be deemed to have more seniority than all other Local 6070 Bargaining Unit Members.
  
- B.** In the event that more than one Local 6070 Bargaining Unit Member in a seniority pool have superseniority and are affected by an action, seniority among those Local 6070 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 as they arise. The parties agree that the prompt and informal resolution of disputes improves the relationship between Local 6070 and the University. In the event such disputes become grievances, this Article provides orderly procedures for satisfactory adjustment of grievances.
  
- B.** Local 6070 Bargaining Unit Members and/or Union representatives and supervisors are encouraged to meet at mutually acceptable times prior to filing a grievance or anytime during the grievance process.

### **6.2 Definitions**

#### **A. Grievance**

A grievance is an allegation by a Local 6070 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 12.

#### **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 Local 6070 Representative**

The Union will provide the University a list of the Local 6070 representatives authorized to submit written grievances.

#### **D. Designated MAU Representative**

The designated MAU Representative is defined as the Vice Chancellor of Administrative Services, or designee.

## **6.3 Grievance Time Limits**

**A.** The time limitations set forth in this Article are fundamental to grievance processing. 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. Through written mutual agreement between the University and Local 6070, time limits may be extended at any juncture during the grievance process.

### **B. Service**

Acceptable service for all steps in the grievance process is:

1. e-mail with demonstration of submission (e.g., copy to the originator from the originator)
2. hand delivery
3. facsimile with demonstration of sending to recipient's facsimile machine (e.g., printed send report)
4. USPS or a courier service with receipt of submission

For purposes of timeliness, deposit into the system constitutes delivery. For example, the moment an e-mail is sent or the moment a letter is given to the delivery service is equivalent to delivery to the other party.

## **6.4 Grievance Steps**

### **Step One. Unit Level - Immediate Supervisor**

**A.** Not later than thirty (30) days after the event giving rise to a grievance, or thirty (30) days after the Local 6070 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 Local 6070 Bargaining Unit Member's immediate supervisor. Grievances regarding suspension or discharge shall be filed at Step 2. The grievance must contain the following information: (1) identify the Grievance as a Step One grievance, (2) name of employee (if applicable), (3) date and time of the alleged violation, (4) specificity about the alleged violation, and (5) remedy sought.

- B.** The immediate supervisor shall respond to the Union in writing within ten (10) working days, with a copy to the designated MAU representative.
- C.** 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. Local 6070 has ten (10) working days from the date the supervisor's decision is received or due, whichever is earlier, to advance the grievance to Step Two.

### **Step Two. MAU Level - Designated Representative**

- A.** If the grievance is not settled at Step One, 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 ten (10) working days of receipt of the immediate supervisor's written response to Step One.
- B.** Within ten (10) 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.
- C.** The purpose of the resolution conference is to review the allegation(s) 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 timelines while exploring options, creating alternatives and engaging in problem-solving.
- D.** If the grievance is not resolved at the meeting, the designated MAU representative has ten (10) working days to provide a written decision to Local 6070.
- E.** 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 Three. System Level - Statewide Office of Labor Relations**

- A.** If the grievance is not settled at Step Two, Local 6070 staff has ten (10) working days from the date the University's decision is received or due, whichever is earlier, to file a written appeal with the University's Statewide Office of Labor Relations.

- B.** Within ten (10) 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, the Statewide Office of Labor Relations has ten (10) working days to provide a written decision to Local 6070.
- D.** Local 6070 then has ten (10) working days from the date the decision is received or due, whichever is earlier, to file a request for arbitration. The parties shall set a date for the selection of an arbitrator in accordance with Section 6.5.

## **6.5 Arbitration**

- A.** Within ten (10) working days of the Union's notice to Statewide Labor Relations of its intent to arbitrate, the parties shall jointly contact the Federal Mediation and Conciliation Service (FMCS) to request a panel of arbitrators from which the parties shall select an arbitrator or the parties may mutually agree on an arbitrator.
- B.** 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 name 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.
- C.** 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.
- D.** The arbitrator's decision shall be final and binding on the Local 6070 Bargaining Unit Member(s), the Union, and the University. The decision of the arbitrator shall be enforceable and appealable as provided by law. 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 in a paid status.
  
- 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 One, Two or Three 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. Local 6070 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**

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**

### **DISCIPLINE and DISCHARGE**

#### **7.1 Administration of Discipline**

Discipline deals with unsatisfactory job performance or misconduct. Except as provided in this article, the University agrees to administer all discipline and discharge actions for Just Cause and in accordance with due process.

#### **7.2 Just Cause, Due Process, and Progressive Discipline**

The seven tests of the Just Cause standard are as follows:

1. Notice – the Local 6070 Bargaining Unit Member had forewarning or foreknowledge of the possible or probable consequences of the Local 6070 Bargaining Unit Members conduct;
2. Reasonable Rule or Order – the University’s rule or managerial order was reasonably related to (a) the orderly, efficient, and safe operation of the University’s business and (b) the performance that the University might properly expect of the Local 6070 Bargaining Unit Member;
3. Investigation – the University, before administering discipline to a Local 6070 Bargaining Unit Member, made an effort to discover whether the Local 6070 Bargaining Unit Member did in fact violate or disobey a rule or order of management;
4. Fair Investigation – the investigation must be conducted fairly and objectively;
5. Proof – at the investigation was there substantial evidence or proof that the Local 6070 Bargaining Unit Member was guilty as charged;
6. Equal Treatment – the University applied its rules, orders and penalties even-handedly and without discrimination to all Local 6070 Bargaining Unit Members;
7. Penalty – the degree of discipline administered by the University in a particular case was reasonable related to: (a) the seriousness of the Local 6070 Bargaining Unit Members offense and (b) the record of the Local 6070 Bargaining Unit Member in his/her service with the University.

The administration of discipline shall be in private.

Generally, the principles of progressive discipline will be followed. The steps of progressive discipline are as follows:

1. Oral Warning(s)
2. Written Reprimands(s)
3. Suspension
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.

### **7.3 Discipline Process**

When considering discipline beyond an oral warning, the following provisions will be followed:

#### **A. Regular Local 6070 Bargaining Unit Members**

1. The University will conduct investigatory meetings. Except in egregious circumstances (e.g., theft, fighting, drugs, alcohol, firearms, serious accidents), the University will provide written notice to the Local 6070 Bargaining Unit Member and the Union (email or fax), no less than twenty-four (24) hours prior to an investigatory meeting that may result in disciplinary action. Where practicable the notice to the Local 6070 Bargaining Unit Member will be hand-delivered. The notice shall provide the date, time, place and expected participants of the meetings, the specific allegation(s) under investigation and the right to be represented by a Local 6070 representative.
2. In cases of a written reprimand or suspension, the Local 6070 Bargaining Unit Member will receive a written notice of the disciplinary action concurrent with commencement of the action. The written notice will refer to any applicable previous disciplinary actions, the policy or other rule or order that was violated and notice of possible action for future misconduct. This written notice shall be provided to the Local 6070 Bargaining Unit Member in a meeting.

3. The University agrees to provide to the local Union field office advance written notice of all meetings in which notice of disciplinary action will be administered to a Local 6070 Bargaining Unit Member.
4. The University shall provide employees with written notice not to exceed forty-eight (48) hours, of meetings in which disciplinary action shall be administered. Local 6070 Bargaining Unit Members may secure Union representation.
5. In cases of discharge the University will notify the Local 6070 Bargaining Unit Member in writing of the reason(s) for the action. The written notice will be provided concurrent with commencement of the action. The written notice will be provided to the Local 6070 Bargaining Unit Member in a meeting or, if the Local 6070 Bargaining Unit Member does not attend the meeting, by certified mail to the Local 6070 Bargaining Unit Members address of record.
6. The University agrees to provide to the local Union field office a copy of the written notice provided to the Local 6070 Bargaining Unit Member concurrent with commencement of the action. Failure to provide notice to Local 6070 shall not constitute grounds for appealing or overturning the University's action.
7. The University will provide Local 6070 information it relied upon as its basis for any disciplinary action taken upon request by Local 6070. Such a request will not delay the implementation of any disciplinary action taken by the University.
8. If the Local 6070 Bargaining Unit Member chooses to seek review of discipline or discharge, such review will be requested in accordance with the grievance procedure.
9. Upon written request to the regional human resources office, a Local 6070 Bargaining Unit member may request any disciplinary action be removed from their personnel file after two years. Such decisions are the sole discretion of the University. If the University denies the request, the reason for the denial will be provided to the Local 6070 Bargaining Unit member in writing.

## **B. Probationary and Temporary Local 6070 Bargaining Unit Members**

The nature of employment for probationary, temporary, or extended temporary Local 6070 Bargaining Unit Members is at-will. The University, at its sole discretion, reserves the right to discipline, discharge, or terminate the services of any temporary and extended temporary Local 6070 Bargaining Unit Member or any probationary Local 6070 Bargaining Unit Member at any time for no reason or any reason.

**ARTICLE 8**  
**LOCAL 6070 BARGAINING UNIT MEMBERS' RIGHTS AND RESPONSIBILITIES**

**8.1 Prohibited Work**

- A. A Local 6070 Bargaining Unit Member shall not knowingly perform any work in violation of applicable federal, state, or local laws.
- B. The University will not assign work in violation of any applicable federal, state, or local laws.

**8.2 Licenses**

**A. Professional License & Certificate Requirements**

1. Local 6070 Bargaining Unit Members in a skilled trade or craft shall acquire all professional licenses and certificates the University determines necessary to accomplish the essential functions of their position, at the Local 6070 Bargaining Unit Members expense. The cost of renewing professional licenses and certificates required by the University shall be borne by the University.

Local 6070 Bargaining Unit Members who are required by the University to hold a professional license or certificates, which require continuing education for renewal or maintenance of a license or certificate, are responsible for identifying, scheduling and receiving approval of the supervisor, for paid time off and tuition expenses necessary to satisfy these requirements.

2. Local 6070 Bargaining Unit Members in a skilled trade or craft, who are required and/or utilize as directed by the University to have a professional 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.
3. Local 6070 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.
4. Local 6070 Bargaining Unit Members who are required to obtain a new professional license or certification shall acquire and maintain all such licenses and certificates at the University's expense.
5. Local 6070 Bargaining Unit Members who are required by the University to hold a professional license, or certificates which require continuing education, shall receive paid

time off when continuing education is scheduled during work hours and tuition expenses necessary to satisfy those requirements.

6. Local 6070 Bargaining Unit Members who are required by the University to hold a professional license or certificate which requires a physical examination shall have such exam furnished by the University.
7. A Local 6070 Bargaining Unit Member who holds a professional 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 with the exception of an emergency situation.

#### **B. Loss of License(s) or Certificate(s)**

1. Any loss of a required license or certification, 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 Local 6070 Bargaining Unit Member temporarily loses a required license or certificate through their negligence or inaction, the Local 6070 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, whichever is less. 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. Local 6070 Bargaining Unit Members must upon request by the University present their driver's license or Commercial Driver's License (CDL) if applicable, for inspection. Failure to present the requisite driver's license immediately places that employee on unpaid administrative leave for the remainder of the workday unless the license can be obtained in a reasonable period of time.
2. Local 6070 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.
3. Local 6070 Bargaining Unit Members required by the University to hold a 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.

### **8.3 Indemnification and Property Protection**

**A.** The University will defend, indemnify and hold harmless Local 6070 Bargaining Unit Members from any and all liability or damage arising out of acts on behalf of the University done within the lawful course and scope of duty.

#### **B. Stolen or damaged property:**

1. Local 6070 Bargaining Unit Members will be responsible for stolen, lost, misused, abused, or damaged property when there is evidence of a negligent or deliberate act. Local 6070 Bargaining Unit Members will report stolen, lost, misused, abused or damaged property to their supervisor. This will include University issued credit cards or any other procurement authority.
2. Local 6070 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 Local 6070 Bargaining Unit Member must return all University property which was signed for (e.g., tools, equipment, clothing, keys) prior to receiving a final pay check. Failure to do so will result in the final pay check being offset by the full value of the material not returned.

#### **8.4 Local 6070 Bargaining Unit Vacancies**

The University will consider individual qualifications, demonstrated ability, and experience when filling positions. The following shall supplement the University's hiring procedure for filling positions in the bargaining unit:

- A. If Local 6070 Bargaining Unit Members meet the minimum qualifications for the position and they apply for the vacancy prior to the closing date they shall be given priority consideration and an opportunity to interview for the position.
- B. The University's vacancy announcements for positions in the bargaining unit shall be electronically transmitted to the local Union field office simultaneously to the posting.
- C. Local 6070 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 Local 6070 Bargaining Unit Member to apply for the transfer in accordance with the University's policies.
- D. Local 6070 Bargaining Unit Members who applied and were interviewed but not selected for a bargaining unit vacancy shall be provided written explanation of the reason(s) they were not selected for the position.
- E. A Local 6070 Bargaining Unit Member who takes a vacant bargaining unit position shall serve a sixty (60) day review period. Local 6070 Bargaining Unit Members who are unable to successfully perform the job duties of the position during the review period will be returned to their former position, classification and step.
- F. Bargaining Unit vacancies will be posted internally for a minimum of five (5) work days first. Exceptions may be made based on a documented lack of availability of qualified applicants in the bargaining unit or the expected vacancy of a critical position.

#### **8.5 University Notification**

To be eligible for rehire, each Local 6070 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 9 WAGES**

### **9.1 Step Placement**

#### **A. Initial Hire**

Upon initial hire, a Local 6070 Bargaining Unit Member will be placed on the first step of the wage grade of the appropriate classification. Advanced step hire may be made at the discretion of the University based on training and experience.

When an initial hire is placed ahead of a more senior Local 6070 Bargaining Unit Member(s) in the same seniority pool with the same classification as the initial hired employee, those more senior Local 6070 Bargaining Unit Member(s) will be placed at the same wage step as the new Local 6070 Bargaining Unit Member(s) initially assigned a higher wage.

#### **B. Promotion**

Upon promotion, a Local 6070 Bargaining Unit Member will be placed at the closest step of the new wage grade that provides at least a 10.0% wage increase, but will not exceed the highest step of the appropriate classification.

#### **C. Lateral Transfer**

A Local 6070 Bargaining Unit Member accepting a lateral transfer will retain their current step and grade placement.

### **9.2 Wage Grade Schedule**

**A.** The wage schedules below shall be implemented for all Local 6070 Bargaining Unit Members, who are not on frozen pay, beginning January 1, 2017.

**The straight time hourly wage grade schedule effective July 1, 2017**

<b>Step</b>	<b>MSW 1</b>	<b>MSW 2</b>	<b>MSW 3</b>	<b>MSW 4</b>	<b>CT 1</b>	<b>CT 2</b>	<b>CT 3</b>
<b>7</b>	\$ 13.93	\$ 15.68	\$ 17.64	\$ 19.85	\$ 22.34	\$ 25.13	\$ 28.30
<b>8</b>	\$ 14.21	\$ 16.00	\$ 17.98	\$ 20.25	\$ 22.79	\$ 25.63	\$ 28.87
<b>9</b>	\$ 14.49	\$ 16.32	\$ 18.36	\$ 20.65	\$ 23.24	\$ 26.15	\$ 29.44
<b>10</b>	\$ 14.80	\$ 16.64	\$ 18.71	\$ 21.07	\$ 23.72	\$ 26.66	\$ 30.03
<b>11</b>	\$ 15.08	\$ 16.98	\$ 19.09	\$ 21.49	\$ 24.19	\$ 27.19	\$ 30.64
<b>12</b>	\$ 15.37	\$ 17.31	\$ 19.48	\$ 21.92	\$ 24.68	\$ 27.74	\$ 31.26
<b>13</b>	\$ 15.69	\$ 17.66	\$ 19.86	\$ 22.36	\$ 25.16	\$ 28.30	\$ 31.87
<b>14</b>	\$ 16.00	\$ 18.01	\$ 20.27	\$ 22.81	\$ 25.66	\$ 28.86	\$ 32.51
<b>15</b>	\$ 16.32	\$ 18.38	\$ 20.66	\$ 23.25	\$ 26.18	\$ 29.44	\$ 33.15
<b>16</b>	\$ 16.69	\$ 18.81	\$ 21.18	\$ 23.84	\$ 26.88	\$ 30.25	\$ 34.05
<b>17</b>	\$ 17.07	\$ 19.25	\$ 21.72	\$ 24.44	\$ 27.60	\$ 31.08	\$ 34.97

**B. Recognition Bonuses**

- 1) The University may, at its sole discretion, award non-recurring bonus payments, annual leave, an other forms of recognition to Local 6070 Bargaining Unit Members for performance beyond expectations, or as preemptive retention offers. Notice of such payments shall be provided to Local 6070 within thirty (30) days.
- 2) Factors for merit recognition bonuses may include:
  - Quality teaching of student employees
  - Identifying cost savings for the University
  - Productivity and safety

**C. Personal Leave Day**

On the first full pay period after July 1, 2017, all Local 6070 Bargaining Unit Members will be allowed one Personal Leave day to be used during FY18.

On the first full pay period after July 1, 2018, all Local 6070 Bargaining Unit Members will be allowed one Personal Leave day to be used during FY19.

Personal leave days are not cashable, and must be used in the same fiscal year they are granted or they will be forfeited.

### **9.3 Geographic Salary Differentials**

Local 6070 Bargaining Unit Members are provided geographic differentials on the same basis as provided in University Regulation.

### **9.4 Leadperson Pay**

**A.** A Local 6070 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 eight (8) % for all hours worked during their assignment. At the end of the Leadperson assignment the Local 6070 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 Local 6070 Bargaining Unit Members.

### **9.5 Temporary Upgrade**

**A.** A Local 6070 Bargaining Unit Member who is assigned in writing to perform the duties of a higher classification for a specific period of time greater than forty consecutive working hours shall receive the classification increase for all hours worked in the higher classification, at their current step. At the end of the temporary upgrade the Local 6070 Bargaining Unit Member will be returned to their original classification.

**B.** Local 6070 Bargaining Unit Members assigned in writing to perform the duties of a supervisor for at twenty-four consecutive working hours shall receive a 10% increase for the duration of the assignment.

### **9.6 Pay Delivery and Pay Period Advice**

**A.** All newly hired employees represented by Local 6070 are required to participate in direct deposit of their paychecks.

**B.** Employees participating in direct deposit will receive their pay period advices from the University using electronic means.

## **9.7 Most Favored Nation Clause (Me-Too)**

Should the University seek a salary adjustment consisting of grid steps, COLA adjustment, or lump sum payment for non-represented classified staff in its FY18 or FY19 budget requests, it will seek an equivalent adjustment for 6070 Bargaining Unit Members in its legislative budget request. In the event such a salary adjustment for classified staff is rejected, barred or otherwise is not paid, the related adjustment for Local 6070 Bargaining Unit Members shall not be payable.

## **ARTICLE 10 HOLIDAYS AND LEAVES**

### **10.1 Holidays**

#### **A. Holiday Eligibility**

1. To be eligible for holiday benefits, a Local 6070 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 Local 6070 Bargaining Unit Member who is not scheduled to work on a holiday shall receive eight (8) hours, pro-rated for less than full time, "holiday pay" at the base rate of pay.
3. An eligible Local 6070 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 (1.5) for all hours worked on the holiday.
4. Holidays falling during a Local 6070 Bargaining Unit Members authorized annual leave are paid as a holiday and not as annual leave.
5. A Local 6070 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 Local 6070 Bargaining Unit Member. Sick leave may be taken in accordance with University Regulation 04.06.130. Discussions about scheduling work during an office closure may be brought forward by Local 6070 through the MAU Labor Management Committee.

#### **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.

Local 6070 Bargaining Unit Members who work a voluntary alternative schedule of more than eight (8) hours per day (e.g., 4/10s) will have their work schedule adjusted to a weekly schedule of eight (8) hour days for the week a holiday is observed.

If the Local 6070 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 Local 6070 Bargaining Unit Members second consecutive day off, the holiday shall be observed on the following day.

## **10.2 Annual Leave**

**A.** Local 6070 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 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.** Local 6070 Bargaining Unit Members may submit a written request to the University to cash out up to forty (40) hours of accrued annual leave. If the Local 6070 Bargaining Unit Member has a minimum balance of forty (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 Local 6070 Bargaining Unit Member from the University. All accrued annual leave shall be paid to the employee's estate when a Local 6070 Bargaining Unit Member dies.

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

### **G. Scheduling**

1. Leave scheduling requests should provide the supervisor advance notice equal to or greater than the length of time requested for leave.
2. Leave scheduling requests shall be approved or denied in the order in which they are received by the supervisor. The supervisor shall respond in writing within three (3) work days.
3. If two (2) or more Local 6070 Bargaining Unit Members in a seniority pool request at the same time, 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 Local 6070 Bargaining Unit Members. Seniority shall be a consideration.

### **10.3 Sick Leave**

- A.** Local 6070 Bargaining Unit Members shall accrue 4.62 hours sick leave per eighty (80) paid hours pay period and be eligible to use sick leave in accordance with Article 1 and as provided in University Regulations governing sick leave.
- B.** Local 6070 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 (1) hour prior to their normally scheduled work day.
- C.** Abuse of sick leave is subject to discipline in accordance with Article 7.

### **10.4 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 sixteen and one-half (16.5) 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 Local 6070 Bargaining Unit Members 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.

### **10.5 Volunteer Emergency Services Leave**

- A.** Local 6070 Bargaining Unit Members participating in organized Emergency Search And Rescue (SAR) 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.** A Local 6070 Bargaining Unit Member who is a volunteer fire department member or emergency medical technician shall notify their supervisor of their volunteer status. The University may allow time off for such activities with a limitation on the number of Local 6070 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 Local 6070 Bargaining Unit Members option. Approval will not be unreasonably denied by the supervisor.

## **10.6 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.

## **10.7 Family Medical Leave**

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

## **10.8 Jury Duty**

- A.** Jury duty, or duty as a court witness, refers to that service and time spent away from a university job as a result of a subpoena issued by a court. Service as a volunteer expert witness or other volunteer court duty is not included in the provisions of this leave.
- B.** The notification and compensation rules for such leave are as follows:
  - 1. Department heads are authorized to grant such leave with pay upon the presentation of a subpoena by the employee. A record of absences for these purposes will be maintained and reported as jury duty leave with pay.
  - 2. It is the responsibility of the employee to keep his/her supervisor or department head informed of the anticipated time to be spent away from the job for this purpose.
  - 3. The employee's regular university pay will continue to be paid during such leave.
  - 4. Any pay received by employees from a court system for service on jury duty or as court witness duty will promptly be submitted by the employee to the University to offset part of the cost of such leave.
  - 5. Temporary employees are not paid during jury duty. Temporary employees may retain pay received from the court system for jury service.
  - 6. Extended temporary employees will not continue to be paid during such leaves, but may use accrued annual leave or leave without pay.

## **10.9 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.

### **10.10 Leave Without Pay**

Local 6070 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.

### **10.11 Funeral and Bereavement Leave**

Local 6070 Bargaining Unit Members shall be allowed to take Funeral and Bereavement Leave in accordance with University Regulation 04.06.130.

### **10.12 Personal Safety Administrative Leave**

Local 6070 Bargaining Unit Members will use Personal Safety Administrative Leave if directed by the University in accordance with University Regulation 04.06.140.

**ARTICLE 11**  
**Benefits Health Care Plan**

**11.1 Health Care Plan Options**

- A.** The current UA Choice Plan shall be the health plan available to eligible Local 6070 Bargaining Unit Members. The UA Health 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 (i.e., Joint Health Care Committee) on health care.
- C.** Beginning July 1, 2014 option charges shall be the same for all University employees selecting a coverage option.

**11.2 University Defined Contribution**

Beginning July 1, 2014, the University defined contribution will equal 82% of the net plan cost of the UA Health plan. The University will not make contribution(s) for employees who choose to opt-out of the University Health Plan.

**11.3 Local 6070 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 Health 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 Health Plan, consult with its benefits consultant and claims administrator, and will meet and confer with the Joint Health Care Committee (JHCC). Option charges will be collected on a fiscal year basis and not subject to negotiations.

**B.** Over and under recoveries will be allocated to employee contributions at the University's discretion, after meeting and conferring with the JHCC.

#### **11.4 Labor Management Committee on Health Care (JHCC)**

Local 6070 may select three (3) representatives to participate in the JHCC.

All expenses of serving on the JHCC and participating in JHCC activities are the responsibility of each party participating on the JHCC. Time spent by Local 6070 Bargaining Unit Members in JHCC meetings is 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 JHCC meetings during normal business hours. Local 6070 Bargaining Unit Members serving on the JHCC shall be allowed up to twenty (20) paid work hours a quarter, to work on JHCC 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.

#### **11.5 Life Insurance**

Eligible Local 6070 Bargaining Unit Members are provided this coverage on the same basis as provided under the University Plan in effect as of the date of this agreement.

#### **11.6 Long Term Disability**

Eligible Local 6070 Bargaining Unit Members are provided this coverage on the same basis as provided under the University Plan in effect as of the date of this agreement.

#### **11.7 Flexible Spending Accounts (FSA)**

Eligible Local 6070 Bargaining Unit Members are provided access to Reimbursement Accounts on the same basis as provided under the University Plan in effect as of the date of this agreement.

#### **11.8 Tax-Deferred Annuities [403(b)] (TDAs)**

Eligible Local 6070 Bargaining Unit Members are provided access to TDAs on the same basis as provided under the University Plan in effect as of the date of this agreement.

#### **11.9 University Pension Plan**

Eligible Local 6070 Bargaining Unit Members are provided this benefit on the same basis as provided under the University Plan in effect as of the date of this agreement.

### **11.10 Public Employees Retirement System**

Local 6070 Bargaining Unit Members are eligible for this benefit as determined by state law.

### **11.11 Parking**

A Local 6070 Bargaining Unit Member is provided parking on the same basis as provided in effect as of the date of this agreement.

### **11.12 Tool Allowance**

Local 6070 Bargaining Unit Members will not be required to furnish any tools to perform their duties.

### **11.13 Accidental Death and Dismemberment Coverage**

Eligible Local 6070 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 the date of this agreement.

### **11.14 Tuition Waiver Benefit**

Employee Education Benefits shall be provided in accordance with Board of Regent's Policy and University Regulation 04.06.010.

Local 6070 Bargaining Unit Members shall receive all other education benefits offered to any other employees of the University during the life of this Agreement.

## **ARTICLE 12**

### **CLASSIFICATION REVIEW**

This process provides the sole and exclusive method for Local 6070 Bargaining Unit Members to review and resolve questions or concerns they may have pertaining to the classification placement of their position. Local 6070 Bargaining Unit Members may request such review no more than once in a twelve (12) month period or if assigned duties have substantially changed.

#### **12.1 Step 1**

A Local 6070 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 Local 6070 Bargaining Unit Member. The Local 6070 Bargaining Unit Member may submit additional documentation supporting his/her position that the current classification is inappropriate. The Local 6070 Bargaining Unit Member will request the classification he/she believes is more appropriate.

#### **12.2 Step 2**

The Local 6070 Bargaining Unit Member will review the PRF with his/her immediate supervisor, with a copy concurrently sent to the Director/AVC and regional human resources office, to discuss duties performed. In the event the completed form does not accurately reflect the Local 6070 Bargaining Unit Members duties, the Local 6070 Bargaining Unit Member shall have (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 after the receipt of the PRF. The Supervisor shall forward his/her findings to the immediate Director, with a copy to the Local 6070 Bargaining Unit Member. If there is disagreement the Local 6070 Bargaining Unit Member may submit a written rebuttal to the Director, within ten (10) working days from receipt of the supervisor's findings.

#### **12.3 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 Local 6070 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 Local 6070 Bargaining Unit Member and Employee Representative.

## **12.4 Step 4: Appeal Process**

The Local 6070 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 Step 5.

## **12.5 Step 5: Appeal to Statewide Office of Labor Relations**

If in Step 4 the University did not agree to the reclassification, Local 6070 may appeal that decision 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 at Step 5 does not result in a mutually agreed reclassification change Local 6070 may request arbitration as described in Step 6.

## **12.6 Step 6: Reclassification Arbitration**

- A.** Within ten (10) working days of the Union's notice to Statewide Labor Relations of its intent to arbitrate, the parties shall jointly contact the Federal Mediation and Conciliation Service (FMCS) to request a panel of arbitrators from which the parties shall select an arbitrator. Alternatively, the parties may mutually agree on an arbitrator with or without FMCS involvement and circumventing the Step B below.
- B.** Within ten (10) working days after receipt of the panel of arbitrators, representatives of the University and Local 6070 shall meet and select an arbitrator by alternately striking names from the panel of arbitrators until one name remains. The first name strike shall be decided by a flip of a coin. The arbitrator remaining on the list shall be accepted as the arbitrator of the reclassification dispute.
- C.** The cost of requesting the arbitrator list shall be split evenly between the University and the Union.
- D.** Arbitration shall be conducted in accordance with the rules of the American Arbitration Association, unless the parties mutually agree otherwise. The authority of the arbitrator is limited to interpretation and application of the PRF(s) in question. The arbitrator does not have authority to edit or otherwise modify the PRF(s) or position description(s) involved in a reclassification dispute.

- E.** The arbitrator's decision making authority is limited to reclassification dispute(s). The arbitrator's decision is final and binding on the Local 6070 Bargaining Unit Member(s), the Union, and the University. The arbitrator's decision is not subject to grievance or appeal in other forums.
- F.** The arbitrator may not change an existing wage rate schedule, or establish a new wage rate.
- G.** Each party may furnish the arbitrator with pertinent evidence to properly weigh the merits of the reclassification review. Nevertheless, the parties cannot present evidence which was not been presented in writing during Steps 1, 2, 3, 4, or 5.

#### **H. Fees and Expenses**

1. Each party is responsible for their respective expenses in connection with preparing and presenting their case.
2. The losing party is responsible for all fees and associated expenses for the conduct of the arbitration.
3. Local 6070 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.

#### **12.7 Timelines**

The parties may extend the timelines in each step of the review by mutual agreement.

#### **12.8 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 Local 6070 Bargaining Unit Member first submitted their review to their supervisor.



## **12.9 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 5.3.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 (3) 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 9.1.B. In the event a position is determined by an arbitrator 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.

## **ARTICLE 13**

### **LEGAL TRUST**

- A. Effective the first full pay period after July 1, 2017, the University agrees to pay the Alaska Public Employees Association/AFT Legal Services Plan (Fund), \$5.54 per pay period per Local 6070 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 the Alaska Public Employees Association/American Federation of Teachers (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 averse to the University. The Fund will attempt to obtain the maximum service possible for the employees.
- D. This Article confers only the right to demand and enforce payment of the required contributions. Failure by the University to remit the required contribution does not give rise to any grievance or cause of action by the Union, its members or any other person for other harm or damages that 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 Union and/or the member. Unless such actions are taken to demand and enforce payment by the University of the required contributions, Local 6070 and APEA/AFT jointly and severally agree to defend, indemnify and hold harmless the University, and any of its current or former Regents, officers, advisors, employees, or agents against any and all legal actions, orders, judgements or other decisions rendered in any proceeding as a result of the implementation of this Article.
- E. The University's participation in the APEA/AFT Legal Services Fund will end on December 31, 2018. All contributions by the University to the Fund will cease on the first full pay period after that date.

**ARTICLE 14**  
**DURATION**

**A.** The terms of this Agreement shall be in effect from January 1, 2017, until December 31, 2018.

**B.** Appendix A (Local 6070 Position Review Form) is incorporated in their entirety as parts of this Agreement.

**C.** In June of 2018, 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.

COLLECTIVE BARGAINING AGREEMENT  
Between the  
UNIVERSITY OF ALASKA  
And the  
ALASKA HIGHER EDUCATION CRAFTS & TRADES EMPLOYEES,  
LOCAL 6070  
APEA/AFT (AFL-CIO)

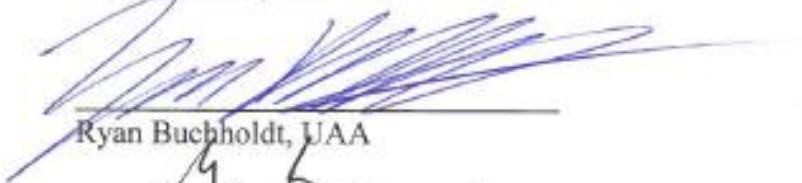
FOR THE UNIVERSITY OF ALASKA:



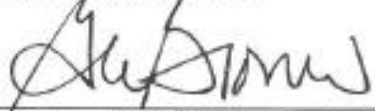
Tara Ferguson, UA Statewide




Steven Bristor, UAF



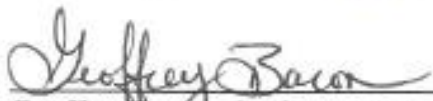
Ryan Buchholdt, UAA



Glenn Brown, UAA

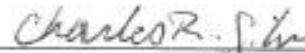


Gail Cheney, UAS



Geoffrey Bacon, Spokesperson

FOR THE LOCAL 6070:



Charles Silva, President Local 6070



Jeffrey Culley, Negotiator



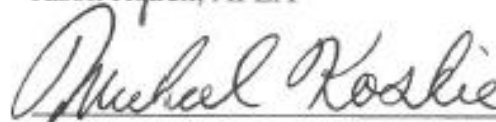
Rob Askew, Negotiator



Dave Behrends, Negotiator



Jason Roach, APEA



Michael Koskie, Spokesperson

**Appendix A  
LOCAL 6070 POSITION REVIEW FORM**

Name:						
Current Classification (circle one)						
MSW1	MSW2	MSW3	MSW4	CT1	CT2	CT3
Proposed Classification (circle one)						
MSW1	MSW2	MSW3	MSW4	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:						

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Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_  
for receipt of form \_\_\_\_\_

Member and Supervisor review date \_\_\_\_\_

Supervisor Recommends \_\_\_\_\_ Supervisor Does Not Recommend \_\_\_\_\_

Supervisor Signature \_\_\_\_\_

Date Submitted to Director \_\_\_\_\_

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Director Approves \_\_\_\_\_ PCN \_\_\_\_\_ Effective Date New Classification: \_\_\_\_\_

Director Denies \_\_\_\_\_

Director Signature \_\_\_\_\_ Date: \_\_\_\_\_

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**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)**

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**Section 2 – Tell us what has changed.**

A. List job duties you are performing in the requested classification, if any:

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B. Describe how your responsibilities have increased, if applicable.

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(Attach additional pages if necessary)

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

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(Attach additional pages if necessary)

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

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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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