

# AGREEMENT

Between

ALASKA HOUSING  
MAINTENANCE AND CUSTODIAL  
EMPLOYEES ASSOCIATION  
LOCAL #6082

APEA/AFT  
(AFL-CIO)



AND

ALASKA HOUSING FINANCE CORPORATION

March 16, 2003 – March 15, 2006

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## **PREAMBLE**

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the Alaska Housing Finance Corporation, hereinafter referred to as the Corporation or the Employer, and the Alaska Housing Maintenance & Custodians, Local 6082, APEA/AFT, AFT (AFL-CIO), hereinafter referred to as AHMC or Local 6082, pursuant to AS 23.40 has as its purpose the promotion of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment including health and safety.

## **ARTICLE 1** **Definitions**

1. " Bargaining Unit Member" - a Regular Employee who works in a position determined by the State Labor Relations Agency to be a maintenance or custodial position, other than an Employee determined to be a "supervisor" or "confidential" Employee under the regulations of the State Labor Relations Agency.
2. " Duty Station" - city in which an Employee is assigned.
3. " Regular Employee" - a person who is paid a wage and holds probationary or permanent status and works in a position designated as a Bargaining Unit position.
4. " Employee Representative" - any Bargaining Unit Member so designated in writing by AHMC.
5. " Full-time" - an Employee who works a normal work week of 40 hours except where expressly stated otherwise in this Agreement, PERS or Insurance attachments.
6. " Part-time" - a regular employee who works less than the normal guaranteed work week except where expressly stated otherwise in this Agreement, PERS or Insurance attachments.
7. " Immediate Family" - shall include all family members, blood relatives, and in-laws.

8. "Personnel File" - all written documents or reports or recorded evaluations of Employee's performance while performing duties on behalf of the Corporation.
9. " Seasonal Positions" - regular positions that will normally operate from one (1) to nine (9) months each calendar year. However, the length of employment in the position will depend solely upon available funding and work.
10. " Years of Service"
  - A. For purposes of leave, years of service include all years of employment with the Alaska Housing Finance Corporation plus all years of service with other PERS employers.
  - B. For purposes of seniority, years of service include only years of continuous employment with the Alaska Housing Finance Corporation in regular status, regardless of the retirement system affiliation.

## ARTICLE 2 Recognition

### SECTION 1 - Exclusive Representation

The Corporation recognizes Local 6082 as the sole and exclusive bargaining agent for maintenance and custodial Employees except for Employees hired under the HUD Student Help Program. The Corporation agrees to negotiate all terms and conditions of employment exclusively with Local 6082, unless otherwise agreed to in writing by Local 6082.

### SECTION 2 - Additional Classifications

In addition to the above-mentioned Employees, this Agreement shall include all Employees in job classifications created during the life of this Agreement that properly belong in the bargaining unit.

If in the opinion of the Corporation new position(s) or reclassified position(s) do not fall within the maintenance bargaining unit, AHMC may challenge the Corporation's decision by filing notice with the

Corporation and the Labor Relations Agency in accordance with AS 23.40.

### ARTICLE 3 Temporary Employees

#### SECTION 1 - Employment Obligations

- A. The parties recognize that the Employer may hire temporary employees. Temporary employees may not be hired for a permanent position except as specified in Section 2 of this Article. Temporary Employees are not members of the bargaining unit and are not entitled to rights and benefits under this Agreement. No temporary may be hired while Regular employees are in layoff status and qualified to do the work for which the temporary employee is needed. Temporary employees shall not normally be used to supervise other employees if a qualified regular employee is available.
- B. As in Article 5 of this Agreement, payment of dues or an agency fee to AHMC by other than regular employees shall commence within thirty days after the date of hire. Dues or fees shall be set and administered by Local 6082.
- C. Temporary Employees shall not accrue nor will they be entitled to any fringe benefits (excluding HUD mandates). If a temporary employee remains employed for six months or more, that temporary employee becomes a regular employee entitled to the same fringe benefits as any other regular employee.

#### SECTION 2 - Regular Status

A Temporary Employee becomes a Regular Employee after he or she has worked in a position for more than six consecutive months or 240 calendar days in a 12-month period, except that the length of employment of a Temporary Employee may be extended, in Temporary Status, if he or she is filling a position temporarily vacated by a Regular Employee on leave status or when apartment vacancies have exceeded 3.5% (in need of renovation) or an emergency exists in that geographical location. Authorized leaves of absence without pay shall constitute part of the 240 calendar days of service.

## SECTION 3 - Special Projects

Employees may be hired in lieu of subcontracting on projects of limited duration that are funded through special application and are not funded as ordinary maintenance projects. These employees do not hold permanent or probationary status. Such employees shall be treated as temporary employees as described above, but may not become regular employees as described in Section 2.

If a dispute arises as to infringement on bargaining unit work or whether the employee should rightfully belong in the maintenance division, said dispute should be immediately submitted to the LRA for unit clarification or other appropriate remedies or solutions.

## ARTICLE 4 Nondiscrimination

### SECTION 1 - EEO

The Corporation agrees to comply with all state and federal laws, rules or regulations prohibiting discrimination against any person with regard to employment because of race, religion, color, national origin, age, sex, marital status, changes in marital status, pregnancy or parenthood, political affiliation, or physical handicap (unless a bona fide occupational qualification). The Corporation further agrees that this nondiscrimination provision relates to solicitation for employment, rates of pay, selection for training, promotion, layoff, and termination.

### SECTION 2 - Local 6082 Responsibility

Local 6082 agrees to admit and to represent all employees without regard to race, religion, color, national origin, age, sex, marital status, changes in marital status, pregnancy or parenthood, political affiliation, or physical handicap.

## ARTICLE 5 Local 6082 Security

### SECTION 1 - Agency Shop

- A. It is recognized that AHMC owes the same responsibilities and is to provide benefits and services to all Bargaining Unit Members

whether or not they are members of AHMC. All bargaining unit employees shall, as a condition of continued employment, either become a member of AHMC and pay AHMC dues or pay an agency fee to AHMC equal to the amount of AHMC dues assessed uniformly against all AHMC members in this bargaining unit and all initiation fees. Payments of AHMC dues or agency fees shall commence within thirty (30) days after the date of hire.

- B. Upon the written request by AHMC to the Corporation, an Employee employed for more than thirty (30) days who is not complying with the membership or agency shop provisions of the Agreement shall be terminated upon AHMC's written notice. Where such dismissal action is taken by the Corporation in accordance with AHMC's written request, the AHMC will hold the Corporation harmless.
- C. Persons hired in a bargaining unit position shall be informed, at the time of the employment, of the AHMC membership obligation under this Agreement. Such Employees hired in a duty station in which there is an APEA/AFT field office, shall report to the field office on the Employee's own time within ten (10) days after reporting to work for a membership discussion.

Such Employees hired at a duty station where there is no APEA/AFT field office, are required to phone the nearest APEA/AFT office within five (5) days from the first day of reporting to work.

## SECTION 2 - Exclusive Negotiations with AHMC

The Employer shall not negotiate contract terms with any Employee, organization, or individual other than AHMC and its representatives with reference to the terms and conditions of employment of Employees covered by this Agreement, except if otherwise agreed upon in writing.

## SECTION 3 - Checkoff and Payroll Deductions

Bargaining Unit Members who desire to have dues, initiation fees, agency fees or other Local 6082 sponsored benefits, as specified in this Section, deducted from the pay to which they would otherwise be entitled and have those funds paid to AHMC, shall authorize such

payroll deductions by executing a checkoff on a form provided by AHMC which shall include the social security number, name, and address of the Bargaining Unit Member. Upon receiving such authorization, the Employer shall make the deductions so authorized and forward these deductions to the APEA/AFT.

#### SECTION 4 - Credit Union Deductions

Employees shall be accorded payroll deduction privileges to the Alaska State Employees Federal Credit Union, or any other credit union including those designated by AHMC.

### ARTICLE 6 Management Rights

#### SECTION 1 - Subcontracting

Subcontracting involving contracts of more than \$5,000 or having a duration of more than ten (10) working days shall occur only after the following provisions:

1. The Employer shall conduct a feasibility study;
2. The Employer agrees to provide a copy of the feasibility study to Local 6082 upon completion;
3. The Employer and Local 6082 shall meet, at the request of Local 6082, within 7 days of Local 6082's receipt of the feasibility study to review proposals; and
4. Bids may be awarded when steps 1 through 3 of this section have been implemented. Work may be contracted out when feasibility studies show it to be cost effective or when a bona fide emergency exists and notification is properly given to Local 6082 as soon as practical.

Nothing in this Article shall prevent the Employer from continually analyzing its operations for the purpose of identifying cost-saving opportunities.

## SECTION 2 - Effect on Employees

In the event Employees will be displaced as a result of subcontracting, such displacements shall be made in accordance with Article 14.

## SECTION 3 - Rights Clause

The Corporation retains the right and responsibility to manage its affairs and to direct the work force. Such functions include, but are not limited to:

- a. recruit, examine, select, promote, train and transfer employees of its choosing, and to determine the times and methods of such actions;
- b. assign and direct the work; subcontract work; develop and modify class specifications as well as assignment of the salary range for each classification and allocate positions to those classifications; determine the methods, materials and tools to accomplish the work; designate duty stations and assign employees to those duty stations;
- c. reduce the work force due to lack of work, funding or other cause consistent with efficient management; discipline, suspend, demote or dismiss employees for just cause;
- d. establish reasonable work rules; assign the hours of work and assign employees to shifts.

## ARTICLE 7

### Local 6082 Activities

## SECTION 1 - Nondiscrimination

The Employer will not in any manner, directly or indirectly, attempt to interfere with matters between any of its Employees and Local 6082; it will not in any manner restrain or attempt to restrain any Employee from belonging to Local 6082 or from taking any active part in Local 6082 during non-business hours; the Employer will not discriminate against any Employees because of their Local 6082 membership or Local 6082 activities.

## SECTION 2 - Employee Representatives

A. There shall be authorized in the following locations, the number of Employee Representatives indicated. Employee Representatives shall be appointed by Local 6082 in the manner prescribed by Local 6082's By-Laws. In all other areas, Employees shall not be unreasonably denied time to consult with Local 6082 during working hours and on phones provided by the Corporation. Costs of such calls will be borne by Local 6082.

Anchorage -	Two Employee Representatives
Fairbanks -	One Employee Representative
Juneau -	One Employee Representative
Bethel -	One Employee Representative

B. Employee Representatives shall be allowed to handle complaints, grievances, and other matters related to this Agreement during working hours. Employee Representatives shall suffer no loss in compensation for time spent in the pursuit of their Employee Representative duties. Employee Representatives shall be granted not more than one hour per week for purposes of this Article with additional time provided by mutual agreement when required for grievance investigation and resolution.

C. AHMC shall provide a list of Employee Representatives to the Corporation on a quarterly basis.

D. Super Seniority

For the purposes of layoff or transfer of positions in the bargaining unit, Negotiating Team members, from the date of their election, and Employee Representatives shall head the seniority list of years of service, provided that the employee has at least six months of continuous service as a designated Employee Representative.

## SECTION 3 - Professional Representation

A duly authorized representative of Local 6082 shall be allowed access to agency premises with prior notice to the work site supervisor.

## SECTION 4 - Meeting Space

Where there is appropriate available meeting space the Employer agrees to allow the Employees to use such space to conduct Local 6082 business during non-work hours.

Approval for such space shall not be unreasonably denied and there shall be no cost to Local 6082 except for clean-up fees, if any, and repair costs, if any, beyond normal wear and tear.

## SECTION 5 - Bulletin Boards

Local 6082 shall have the right to place bulletin boards in each work location for the purpose of posting Local 6082 information. Bulletin boards shall not hinder, interfere or inconvenience normal operations.

## SECTION 6 - Local 6082 Leave Bank

There is hereby created an Local 6082 Business Leave Bank which shall be maintained by the Corporation with a report of the balance and withdrawals provided to Local 6082 upon request.

- A. The Corporation will transfer one day of leave from each bargaining unit member to the bank, not more than once a year only with 30 days written notice from Local 6082.
- B. All new members shall be assessed one (1) day of leave when the member's annual leave balance is at least two (2) days or more and the leave shall be transferred to the Bank. Annual assessments shall occur thereafter in accordance with the provisions outlined in A above.
- C. Business leave contributions will be converted to the dollar value at the rate of pay of the employee from whom the leave was received. Those dollars (with benefit costs) shall be placed in the Business Leave Bank. When business leave is utilized, dollars will be withdrawn from the Bank equal to the hourly rate (with benefit costs) of the employee utilizing the leave, multiplied by the hours taken.
- D. Withdrawal requests from the Bank shall be for the purpose of negotiations and preparation, executive meetings, general

assembly, Local 6082 training, attendance at arbitration hearings and other purposes as determined necessary by Local 6082.

- E. The purpose listed above shall first be met through use of the Business Leave Bank. Should there be an insufficient number of hours or monies available through the Bank, the Corporation shall then grant the employee annual leave or allow the employee to take leave without pay at the employee's option.
- F. The release of employees for Local 6082 business shall be handled on the same basis as release from duty for annual leave, and such release shall not be unreasonably withheld.
- G. Local 6082 shall provide the Corporation with a minimum of five (5) working days written notice of leave bank withdrawal requests, when possible.

## ARTICLE 8 Protection of Rights

### SECTION 1 - Violation of Law

An employee shall not be required in the performance of his/her duties to violate any federal, state or local laws. All employees are required to act with due care and regard for their own safety and that of fellow Employees.

### SECTION 2 - Responsibility

Employees will be held responsible for stolen, damaged or lost property assigned and entrusted to the employee if the employee has been negligent or dishonest in his/her duties. Employees shall report all missing items immediately and complete all required notices to the Employer and other agencies pursuant to the procedures established by the Corporation.

### SECTION 3 - Legal Assistance

The Employer, upon request of the employee, agrees to provide for the legal defense of the employee in any legal action brought against the employee as a result of the performance of the employee's job duties as assigned by the Corporation, provided the employee was

acting within the scope of his/her authority in the execution of his/her duties. The Employer agrees to compensate the employee for all time necessary for the employee to prepare for negotiation or trial.

The Employer also agrees to pay any judgment rendered against the employee if the Employer has provided legal services to the employee pursuant to this Article and the employee was acting in the scope of his/her authority.

## ARTICLE 9 Grievance - Arbitration

### SECTION 1 - Definition

A grievance shall be defined as any dispute or violation arising between Local 6082 or member(s) with the Corporation. All parties recognize that the provision of a method by which all complaints, disputes, controversies, or other grievances can be resolved is in the best interests of harmonious labor relations. If differences or disputes arise during the life of this Agreement the parties shall be bound by any written decisions, determinations, agreements, or settlements which may be effectuated through this grievance-arbitration procedure.

The written grievance shall be submitted on a grievance form as agreed to by both parties and shall include:

- (1) a statement of the grievance and the pertinent facts;
- (2) the provisions of the contract alleged to have been violated; and,
- (3) the remedy sought.

### SECTION 2 - Steps

Step 1: Within twenty (20) working days of the time the grievant or AHMC knows or becomes aware of an alleged violation, the grievant shall file a written grievance either by him/herself or through AHMC with the first supervisor outside the bargaining unit. The supervisor then has fifteen (15) working days to respond in writing to the employee and AHMC either granting or denying the grievance.

A grievance not brought within the time limits prescribed for in Step One shall be considered void. Should the Corporation not comply with the time limits as specified herein, the relief sought shall be granted by default and implemented by the Corporation.

Step 2: If the grievant or AHMC is not satisfied with the response, the grievance shall, within fifteen (15) working days from the date the Step 1 response is due, be submitted by the grievant or AHMC to the Director of Housing Management and Maintenance in writing.

The Director of Housing Management and Maintenance shall respond in writing to the employee and AHMC within fifteen (15) working days after the Step 2 written grievance was due.

Step 3: If the matter is not resolved in Step 2, the written grievance shall be submitted by the employee through an APEA/AFT Field Representative to the Executive Director, or designee, within fifteen (15) working days after the receipt of the Director of Housing Management and Maintenance's response. The Executive Director, or designee, shall review the facts and, if requested by the employee or APEA/AFT, hold a fact-finding hearing fifteen (15) working days from the date the Step 3 appeal is received.

Upon completion of the hearing or upon submission of the Step 3 appeal if no hearing is requested, the Executive Director, or designee, shall have fifteen (15) working days to reduce his/her decision to writing and submit such concurrently to both the employee and Local 6082. In the event the matter is settled by written agreement between the APEA/AFT Field Representative and the Executive Director, such written agreement shall have the same force and effect as a decision or award of the arbitrator and be final and binding on each of the parties and they will abide thereby.

#### Step 4 - Arbitration

Failing to resolve the grievance at Step 3 of the grievance procedure, the employee through APEA/AFT may submit the grievance to arbitration. Local 6082 must notify the Executive Director, or designee, of its intent to arbitrate the grievance no

later than fifteen (15) working days after the Step 3 response is due.

Grievances alleging discrimination as specified in Article 4 (Nondiscrimination) shall be grievable through Step 3 of the grievance procedure, but shall not be arbitrable. Should the matter not be settled in Step 3, the grievant shall refer the complaint to the appropriate federal, state or local agency which has jurisdiction over the subject matter of the grievance.

### Selection of an Arbitrator

Within seven (7) calendar days of the written notification that the dispute is submitted for arbitration, the Employer and Local 6082 shall attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator, Local 6082 shall request the Federal Mediation and Conciliation Service to supply a list of seven arbitrators and the parties shall alternately strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike the first name shall be decided by a coin toss. The arbitrator shall be notified immediately of his or her selection by letters from the Employer and Local 6082 requesting the time and place for a hearing be set as soon as possible. The arbitrator's award shall be final and binding subject to the limits of the authority stated below.

The arbitrator shall consider only the particular issues presented in writing by the Employer and/or Local 6082. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of the Agreement, but shall be authorized only to interpret the existing provisions of the Agreement as they may apply to specific facts of the issue(s) in dispute. The arbitrator shall not decide on the merit or wisdom of any action or failure to act, but only on the contractual obligation inherent in the Agreement.

Fees and other expenses incurred through the services of the arbitrator shall be borne entirely by the losing party. If in the opinion of the arbitrator neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment.

### Extension of Time Frames

Time frames for the grievance/arbitration process may be extended only by written mutual agreement of Local 6082 and the Employer.

Failure by either party to process the grievance or response thereto within the designated time frames, excluding the filing date or response date for Step 1, will have the effect of moving the grievance to the next step.

Filing dates or response due dates for either party shall mean that the filing or response shall be postmarked on or before the due date. If the filing or response is hand-delivered, then it shall be received by the other party on or before the due date and the receiving party shall provide a signed verification of the date received.

### Employer Grievances

Grievances alleging violations of this agreement, or the filing of frivolous or abusive grievances by Local 6082 shall be filed with the Business Manager of APEA/AFT, by the Corporation, within twenty (20) working days of the action.

## ARTICLE 10

### Performance and Incentives

#### SECTION 1 - Merit Principles

The parties agree that it is their mutual intent to strengthen the merit principles in the bargaining unit and, pursuant to AS 23.40.070(3), shall use all due diligence to maintain merit principles among public Employees, to the end that public Employees be selected, appointed, and promoted from among the most qualified, not on the basis of personal connections, political party, race, religion, sex or age.

#### SECTION 2 - Merit Increases

Eligible regular employees will receive merit increases equal to the steps on the salary chart in Article 29, subject to funding. To be eligible for merit increase nominations each year, the following criteria applies:

1. Sustained performance over and above what is customary for someone in their position.
2. Individual achievement

- specific project performance
- safety
- creativity
- significant contribution to AHFC's goals and objectives.

### 3. Performance evaluation rating

All Maintenance and Custodial Bargaining Unit Members are exempt from the longevity requirements for merit increases.

## SECTION 3 - Other Incentive Programs

All incentive programs offered by AHFC are available to all regular employees.

## SECTION 4 - Performance Evaluations

- A. The performance of personnel who are in probationary status will be evaluated at the end of the probationary period. The Corporation may also evaluate at other intervals during the probationary period.

Evaluations of personnel who have reached permanent status shall be done on the anniversary date. Permanent Employees may be evaluated more often as needed but in no case more often than twice in any 12 month period. The original copy of the evaluation shall be incorporated into the central personnel files. Annual evaluations must be written by supervisory personnel who have supervised the rated Employee for at least the three months prior to the ending date of the evaluation period. If no such supervisor is available the evaluation shall be written by the supervisor who supervised the employee for the longest period of time. Other supervisors who are available who supervised the Employee during the evaluation period will be required to submit written comments to the evaluation.

- B. The fact that an evaluation may be late shall not delay the transition from probationary to permanent.

- C. It shall be the responsibility of the Employer to provide for uniformity of the application of standards by different raters in evaluating Employees by providing AHFC's "Rater's Guide" to supervisors.
- D. The evaluation shall be reviewed by the rater with the Employee. Employees will not be required to complete their own performance evaluation.
- E. Employees may request an informal evaluation of their performance at reasonable intervals. The discussion shall be documented.
- F. Any Employee who is dissatisfied with a written evaluation may request that his supervisor hold the evaluation for seven (7) calendar days in order that he may prepare a rebuttal. The rebuttal shall be attached to the evaluation prior to being forwarded on to the second level supervisor for finalization.

Any Employee, through Local 6082, may request in writing to Human Resources that an investigation be conducted into the accuracy of the evaluation and adjust the evaluation if necessary to conform to the facts ascertained during the investigation. Such requests must be submitted within thirty (30) calendar days of the Employee's receipt of the final evaluation.

The Human Resources Office agrees to initiate the investigation no later than twenty-one (21) calendar days after receipt of the Employee's request. The investigation must be completed within thirty (30) calendar days. A copy of the investigation report shall be sent to the Employee and Local 6082. The parties agree that the procedure described in this subsection is the sole and exclusive method of resolution of disputes of evaluations not involving merit increases.

- G. The parties recognize that for an evaluation to have meaning it must have a reasonable nexus to the period for which the evaluation is written. Any evaluation that is more than 45 days late shall be considered void and the Employees record will be annotated as satisfactory for the period.

ARTICLE 11  
Probationary Period

SECTION 1 - Definition

The probationary period shall be regarded as part of the employee selection process and shall be used for closely observing the employee's work and adjustment to the position. Employees who, in the judgment of the Corporation, have satisfactorily passed the probationary period shall be retained and given permanent status in the applicable job classification. New employees who, in the judgment of the Corporation, have not or will not satisfactorily complete the job requirements during the probationary period shall not be retained in the job classification.

Permanent employees promoted to a higher classification in the bargaining unit who, in the judgment of the Corporation, have not or will not satisfactorily complete the job requirements during the probationary period shall bump back to his/her former position if it exists, or to any other position at the duty station to which his/her seniority entitles him/her.

Decisions of the Corporation regarding the failure of new or regular employees to pass the probationary period shall not be subject to the grievance procedure.

SECTION 2 - Length

The probationary period shall be six (6) months, except for Lead Mechanics whose probationary period shall be twelve (12) months. The Corporation may extend the probationary period for a period not to exceed three (3) months upon the mutual agreement of Local 6082 and the employee.

SECTION 3 - Effect of Rehire

An employee who has left the service of the Corporation in good standing but rehired within one (1) year of the date of resignation shall not be required to serve a new probationary period if rehired into the same job classification.

## SECTION 4 - Effect of Promotion

An employee who is promoted prior to the completion of his/her probationary period to a higher level position shall concurrently complete the probationary period of the lower classification in the higher classification.

## SECTION 5 - Effect of Transfer

Employees transferred in the same classification, from one duty station or under the jurisdiction of one supervisor to another shall not be required to serve a new probationary period.

## SECTION 6 - Failure of Probationary Period - Termination

Probationary employees shall receive an informal evaluation on a monthly basis. Should it be necessary to terminate a probationary employee, he/she shall be advised in writing at the time of termination of the reason. Prior to making a final decision to terminate the probationer, the employee shall be advised of the reasons and given an opportunity to respond.

The probationer may appeal his/her termination to the Executive Director, of the Corporation within thirty (30) working days of the date of dismissal. The Executive Director shall, within thirty (30) working days from the date the appeal is received, conduct an informal hearing to review the termination and render a written decision of his/her findings and conclusion within thirty (30) working days after the close of the hearing.

## ARTICLE 12 Classification Plan

### SECTION 1 - Purpose

Class specifications shall be considered as descriptive guidelines and shall not be considered as inclusive of all duties to be found in positions allocated to a particular class. Rates of pay shall be those assigned in the Article for wages. Individual positions shall be assigned specifications as appropriate.

## SECTION 2 - Classifications Grievance

Any grievance regarding classification or rate of pay shall enter the grievance procedure at Step 3.

## SECTION 3 - New or Changed Classification

Should the Corporation establish a new classification within the bargaining unit or change an existing one, the following shall apply:

- A. The applicable wage rate shall be temporarily established by the Corporation and notice given to Local 6082 at the same time.
- B. The rate so established by the Corporation shall become permanent at the end of fifteen (15) working days from the date of notice, as provided in Section 1, unless Local 6082 requests negotiations for a permanent rate within that period.
- C. If the parties fail to agree on a permanent wage rate, Local 6082 may take the matter to arbitration.
- D. AHMC shall be provided with class specifications for all newly created permanent maintenance classifications in the Department of Housing Management and Maintenance Division within thirty days of such action.

## SECTION 4 - Job Descriptions

Job descriptions in effect as of the ratification of this Agreement shall remain in effect for the life of this Agreement unless modified pursuant to Section 3 and shall be attached to this agreement as an addendum.

## SECTION 5 - Working out of Job Class

- A. Employees assigned duties in a higher classification shall receive those assignments in writing by the Director of Housing Management & Maintenance or his designee and shall not result in a change to the higher classification unless the assignment continues beyond thirty (30) consecutive calendar days. Employees so assigned (for 30 or more consecutive calendar days) shall be

compensated at the higher rate of pay for the entire time of the assignment and shall revert back to their permanent classification and pay rate at the conclusion of the assignment.

- B. Employees required to work at a lower classification due to a temporary fluctuation in work shall not be paid less than their regular rate of pay for all time spent in the lower classification.

#### SECTION 6 - Classification Reorganization

No major classification changes, affecting 25% or more of the bargaining unit, may be made without the agreement of Local 6082, or until the matter is resolved through arbitration pursuant to Section 3.

#### SECTION 7 - Frozen Pay

No Employee's pay may be reduced as a result of reclassification.

### ARTICLE 13

#### Appointments and Promotions

#### SECTION 1 - Appointments and Promotions

- A. The Corporation shall post all job openings, whether newly created or vacant, at each job site location for a period of ten (10) calendar days prior to the expiration date for the submission of applications. The posting requirement for Custodial positions is optional.
- B. All qualified bargaining unit members who hold permanent status will be accorded the right to be interviewed and considered for any job vacancy covered by this Agreement before any other public applicants. A job opening for a custodian may be open to application for all temporary employees and former temporary employees who have been recommended for rehire. It is the intent that promotions shall usually be made from within the Bargaining Unit. Bargaining unit members who are so considered and subsequently rejected must be notified in writing with specific reasons for the rejection.

- C. Temporary Employees achieving permanent status through Article 3 shall not be used as a method to circumvent Article 13.

## SECTION 2 - Temporary Employees

The parties recognize that the Corporation will occasionally need to hire temporary Employees. No temporary Employee shall be hired while permanent bargaining unit members are in layoff status and qualified to do the work for which the temporary Employee is needed except that:

1. Reasonable efforts will be made to contact bargaining unit members in layoff status. Initial contact shall be by telephone; if unsuccessful, by telegram.
2. When a temporary hire is required to perform the work of a laid-off bargaining unit member, then such employment shall not exceed 20 working days.

## SECTION 3 - Emergency Appointment

Nothing in this section prohibits the Employer from making an emergency hire should the Corporation deem such action necessary. However, emergency hires shall not be used for the purpose of filling vacant or new positions. Nothing in this Article precludes an emergency hire from applying for a vacant or new position.

## ARTICLE 14 Layoff

### SECTION 1 - Purpose

AHMC recognizes the Corporation's right to reduce the work force through layoff when there is a lack of funds, lack of work, the position is abolished, or the employee holds a substitute appointment. The parties agree no regular employees will be laid off while there are temporary employees in the service of the Corporation at the same duty station provided the regular employee is qualified to perform the duties of the temporary employee who is terminated. The parties further agree that no full-time employees will be laid off while there are

seasonal employees in the same job classification in the service of the AHFC at the same duty station, provided that the full-time employee is qualified to perform the duties of the seasonal employee who is terminated.

However, if the funds provided for temporary employees under HUD Student Help Programs or federal, state or local programs, to encourage the hiring of the handicapped or economically deprived, cannot be reallocated to compensate regular employees, then the temporary employee may be retained, even though the regular employees are laid off.

Layoff and recall shall be in accordance with the procedures set forth in this Article and shall not be used for targeting employees for termination or discipline of any kind.

- A. Layoffs shall be made in reverse order of seniority from among those employees at the duty station in the classification in which layoff occurs. Seasonal employees' duty station shall be considered the duty station where he/she is normally based. Seasonal employees shall not be utilized to displace any full-time employee, regardless of duty station.
- B. Employees with the greatest seniority at a duty station will be given bumping rights to a lower classification at the duty station, provided the laid off employee is not the least senior employee in the lower classification. Seasonal employees shall not bump full-time employees.
- C. The Employer agrees that in each case of layoff it will attempt to give the affected employees as much notice as possible. However, the Employer shall give affected regular employees at least ten (10) working days written notice prior to effective date of layoff.
- D. Upon the date of notice of layoff the Corporation agrees to provide the employee with the following information:
  1. Any vacant position within the service of the Corporation for which the employee may be qualified;

2. Any position at the employee's duty station for which seniority bumping rights applies;
  3. Benefit information, including COBRA (health insurance), Retirement, Deferred Compensation, (Accrued Personal Leave is automatically cashed-out upon termination).
- E. When an employee is promoted, voluntarily demoted in lieu of layoff or transferred outside of the employee's duty station, the seniority rights of the former position shall be retained for a period of two (2) years.

## SECTION 2 - Recall From Layoff

- A. Recalls shall be made in order of duty station seniority from among those employees laid off in the classification in which the recall occurs. The last employee to be laid off in that classification shall be the first employee recalled. Employees who held seasonal positions when laid off, shall be eligible to apply for any full time position in accordance with Article 13, Section 1B. for a period of one (1) year following layoff.
- B. Employees who exercised their bumping rights in accordance with Section 1B of this Article or who voluntarily demoted or transferred outside their classification shall have recall rights to the classification from which they were laid off, for a period of two (2) years.
- C. Where qualifications are substantially the same between an employee in layoff status and a transfer, the vacancy shall be awarded to the laid off employee.
- D. Employees recalled from layoff into the classification from which they were laid off or a lessor classification shall preserve the merit steps earned while in the employment of the Corporation for as long as recall rights exist for that employee.

## SECTION 3 - Optional Schedule

- A. When the Corporation determines there is to be a layoff, the parties agree to meet, as soon as possible, and discuss the potential impact upon Bargaining Unit Members.
- B. Either the Corporation or AHMC may propose alternative scheduling of existing Bargaining Unit Members in an effort to reduce the number of employees to be impacted by layoff. Such scheduling may include, but is not limited to, reduced work week, reduced work day and optional leave without pay.

## ARTICLE 15 Seniority

### SECTION 1 - Definition

For purposes of seniority, years of service include only years of continuous employment with AHFC regular status, regardless of the retirement system affiliation.

### SECTION 2 - Date of Hire

For the purpose of this Agreement, date of hire shall mean the date an employee became employed by the Corporation in a position covered by this Agreement. An employee who has worked for the Corporation for a period of two (2) years or more and who has terminated or resigns because of injury, illness, or layoff shall, if rehired within two (2) years after such termination, be credited with his or her prior service for seniority purposes.

### SECTION 3 - Termination of Seniority

The seniority of an employee shall terminate if that employee:

1. Is laid off for a period of more than twenty-four (24) consecutive months;
2. Resigns from employment with the Corporation;
3. Is discharged for just cause;

4. Retires;
5. Is temporarily laid off and fails to return to permanent work within five (5) working days after written notice requesting the individual to return to work is delivered by certified mail to the individual's last known address or to the individual personally, and fails to notify the Corporation within forty-eight (48) hours after receiving notification, excluding Saturdays, Sundays and holidays, of his/her intention to return to work. It is the responsibility of the employee to keep the Corporation informed of a current address.

ARTICLE 16  
Discipline and Termination

SECTION 1 - Just Cause

An employee who holds permanent status may be terminated only for just cause. The terminated employee shall be provided with a statement in writing setting forth the reason for termination at the time of the action. The Employer agrees that with the exception of gross insubordination, dishonesty, drunkenness, physical misconduct, abusive or lewd behavior, or abandonment of duties, a regular employee who has completed his or her probationary period shall be given two (2) weeks notice before termination or two (2) weeks pay in lieu of notice.

SECTION 2 - Due Process

While the principle of progressive discipline shall generally be applied to employees who have completed their probationary period, the Corporation may discharge any employee without prior warning for serious infractions, including but not limited to, dishonesty, falsification of records, alcohol or drug use during work hours or on the work site, alcohol or drug use which affects job performance, physical violence, willful destruction of Corporation property or gross insubordination.

The Employee will be advised of the right to be represented prior to and at any and all meetings relative to the discipline taken against a Bargaining Unit Member.

Disciplinary measures shall ordinarily be invoked in the order listed; however, violations may be dealt with by any of the following measures, in any order, on the first offense when circumstances warrant such action:

1. Oral reprimand or warning - a supervisor may document the counseling session and keep the record for a designated period in relationship to the discussion and any subsequent re-evaluation period. The documentation may only be placed in the employee's personnel file should subsequent disciplinary action occur for the same offense.
2. Written reprimand or warning
3. Suspension without pay
4. Demotion
5. Discharge

Any document which may be used to support disciplinary action must be initialed by the employee prior to being placed in the personnel file. Copies of such documents must also be sent concurrently to AHMC.

## ARTICLE 17 Employee Records

There shall exist a central personnel file in the central office of the Corporation.

### SECTION 1 - Member Review

Any Bargaining Unit Member shall have the right to examine their own personnel files in the presence of the department's central office supervisor or a member of the Human Resources staff. Reasonable requests for copies of material contained in personnel files will be honored. A small fee may be charged for requests calling for excessive copies provided Local 6082 is notified in advance of such fee.

## SECTION 2 - AHMC Review

The AHMC Representatives, with the Bargaining Unit Member's written permission, shall have the right to examine the Bargaining Unit Member's personnel file in the presence of the department's central office supervisor or Human Resource staff upon notification to the Corporation. The Corporation shall make available original or copies of the original records for examination by the AHMC representative at the place where the records are kept.

## SECTION 3 - Working Files

In addition to the official personnel file, any other file with information regarding the employee's performance will be open to the employee for inspection upon reasonable notice. No secret files shall be maintained on an employee.

## SECTION 4 - Purging of Records

Prior records of disciplinary actions that are held in an employee's personnel file that are over twenty-four (24) months old shall be removed from the file when requested by the Employee or at the time any action requires file review provided there has not been a repetition during that time of any conduct requiring further disciplinary action.

## ARTICLE 18 Work Rules

### SECTION 1 - Notification

During the term of this Agreement the Corporation shall maintain work rules covering employee conduct on the job, but such rules shall not be inconsistent with the terms of this Agreement. All regular employees and AHMC shall be provided with current and newly issued rules, policies, and procedures.

### SECTION 2 - Superseding Effect

Rules, policies, and procedures for employees which are not stated in this Agreement and are not in conflict with this Agreement apply to Bargaining Unit Members. When a rule, policy, or procedure is in

conflict with this Agreement, this Agreement will take precedence for the bargaining unit members.

If in the opinion of AHMC, work rules are unreasonable, the parties agree to meet and confer.

## ARTICLE 19 Training

### SECTION 1 - Program Development

The supervisor shall plan and be responsible for practical training programs emphasizing accident prevention, employee safety, fire prevention, public relations, and improving work performance.

The employee will be required to reimburse the Corporation for all or part of its expenditure on the employee in relation to non-required training should the employee voluntarily leave the service of the Corporation or be dismissed for just cause prior to completion of the required amount of time listed below:

Less than 6 months	100%
6 but less than 12 months	75%
12 but less than 18 months	50%
18 but less than 24 months	25%
24 months or over	0%

### SECTION 2 - Employee Selection

Selection of Employees for training will be based on need, job requirements and, when needed, seniority. Seniority will be considered when employees have substantially the same qualification and job requirements.

### SECTION 3 - Required Safety Training

- A. A safety program as required by the State Safety Code, shall be maintained and regular training meetings will be held once per calendar quarter on the Employer's premises.

- B. The Corporation recognizes the importance of having Employees on the job site trained in basic first aid. To this end, the Corporation agrees to pursue training programs in the area of first aid and to provide such training to Employees when available on the job site location.

#### SECTION 4 - Job Required

Training that is required for the position for operational efficiency and may be specifically required by regulation, order, or certification requirements.

Training will be provided to all bargaining unit members who are working with boilers, electrical maintenance and repair, and minor plumbing maintenance as appropriate to work assignments.

#### SECTION 5 - Career Development

For training needed by the individual to prepare them for potential future responsibilities. AHFC will provide broad support through tuition assistance, training and development programs consistent with available financial resources.

SECTION 6 - Completion of job required or career development training does not imply or guarantee automatic promotion, salary increase, or advantages based on criteria other than job performance. Following a signed agreement between AHFC and AVTECH, a Labor-Management Committee shall be created to establish the procedures and conditions for employee incentives for completion of certificated maintenance. The procedures and conditions of such incentives shall be set out in a separate Letter of Agreement to this Agreement.

### ARTICLE 20 Uniforms

#### SECTION 1 - Uniform Allowance

New Employees, upon employment, shall receive an initial clothing allowance of \$300. After July 1<sup>st</sup> of their first year of employment the employee shall be reimbursed up to \$275 per fiscal year for clothing replacement, upon showing of receipts for uniforms purchased. The allowable replacement clothing allowance shall be pro-rated for each

fiscal year based on the number of months worked by the employee in the preceding fiscal year.

For unusual wear and tear the Corporation will pay actual cost by mutual agreement between management and Employee Representative.

These allowances shall be adjusted by the Geographical Differentials contained in Article 29, Section 2.

## SECTION 2 - Uniform Standards

The Employer, in consultation with Local 6082, shall prescribe the color, style and insignia of AHFC uniforms. The Employer shall supply the employee, at cost, the hats and insignias. The employee will replace uniform items as they become unserviceable as determined by the supervisor and the employee representative.

## SECTION 3 - Appropriate Wear

Uniforms shall be worn for work. Uniforms should not be worn off duty in a manner identifiable as an AHFC uniform. Employees inappropriately dressed are subject to the disciplinary provision of this agreement.

Employees will be allowed to wear jeans and AHFC shirts on Fridays, and other days designated by the CEO as casual days. Regular uniform wear is required for all other days Employees covered under this agreement are required to abide by the casual day dress code as described by the CEO

SECTION 4 - New employees will be required to reimburse the Corporation for all or part of the initial uniform allowance should the employee leave the service of the Corporation prior to completion of the required amount of time listed below:

less than 2 months	\$300.00	(100%)
2 - 4 months	\$225.00	(75%)
4 - 6 months	\$150.00	(50%)
6 months or over	-----	(0%)

ARTICLE 21  
Health and Safety

SECTION 1 - Safety Standards

No employee shall be discriminated against or disciplined in any manner because of refusal to work with, operate or ride in unsafe equipment. The Alaska State Safety Code (ASSC) and OSHA Regulations shall service as minimum standards.

SECTION 2 - Hazardous Substances

- A. Asbestos abatement of "friable" materials is not bargaining unit work and bargaining unit members shall not be required to perform such work.
- B. Asbestos abatement of "non-friable" materials is bargaining unit work and bargaining unit members shall be required to perform such work as defined in ASSC 05.
- C. Each bargaining unit member will be given training on the recognition and handling of hazardous known materials.
- D. Each worksite of the Corporation will be reviewed annually to identify known hazardous material. Results of the review will be made available to all bargaining unit members.
- E. All bargaining unit members will participate in a Medical Examination program at the expense of the Corporation. Such examination will include chest x-rays as appropriate.

ARTICLE 22  
Vehicles

SECTION 1 - Corporation Vehicles

- 1. Employees who are assigned Corporation vehicles may be required to drive the vehicles to and from their personal residence for reasons approved by his/her supervisor. Use of Corporation vehicles is restricted to official business, except as noted below in number 2.

2. Employees are allowed to use Corporation vehicles for lunch and other minimal use along the direct route to/from their residence. In addition, where there is no other reasonable alternative than to use the Corporation vehicle for unavoidable, personal emergencies, and other personal appointments which cannot be accomplished outside of regular work hours.

A Corporate vehicle can not be used for personal reasons after the time you would normally arrive home, on leave days, or on weekends. Once the vehicle is at your house, it must stay there until you leave for work again. (Unless, of course, you are a maintenance employee and are called out for an emergency ) Supervisors may authorize deviation from this section under extenuating circumstances.

3. Vehicle use policies shall be distributed to each bargaining unit member and the AHMC.

## SECTION 2 - Insurability

Employees whose job requires them to operate a vehicle which is owned by the Corporation must have a valid Alaska drivers license and be subject to all insurability requirements imposed upon the Corporation by the then in-force liability policy. Any Employee having any of the following shall be considered to be uninsurable and if excluded by Carrier shall be subject to disciplinary action, which at the sole discretion of the Corporation may include termination of employment.

- 1) Employees with 1 or more major violations in the past 3 years shall be excluded. Major violations include driving while intoxicated, reckless driving, or such others as may be defined by the insurance contract between the Corporation and its carrier.
- 2) Employees with 3 or more minor moving violations in the past 3 years may be excluded. Minor violations include driving at excessive speeds, failure to stop, or such others as may be defined by the insurance contract between the Corporation and its carrier.
- 3) Employees that are subject to SR22 filings may be excluded for as long as the filing required, if the insurer determines that the

SR22 is an administrative requirement. If the requirement is a judicial revocation then the employee shall be excluded from coverage.

The Corporation shall not be required to make any accommodation for any employee becoming uninsurable and excluded, including prosecuting any effort to dispute a determination of uninsurability or exclusion by the carrier.

### SECTION 3 - Vehicle Use Tax

If an employee is required to drive a Corporation vehicle to and from his/her residence to work, this may constitute personal commuter use of the vehicle and may subject the employee to withholding taxes on the commuter use value of the vehicle. The commuter use value and the withholding taxes will be calculated in accordance with current tax laws.

## ARTICLE 23 Outside Employment

Pursuant to the Code of Ethics for Public Employees (the Ethics Act) no employee shall engage in any other employment, paid or unpaid, private or self-employment, during the hours the employee is scheduled to work for the Corporation, nor outside working hours if employment creates a conflict of interest with regard to duties performed for the Corporation.

Any employee who plans to engage in any employment or service, paid or unpaid, outside normal scheduled hours of duty, must notify the Corporation's Ethics Supervisor on the form available for these disclosures.

## ARTICLE 24 Retirement/Insurance

### SECTION 1 - Retirement

Employees shall be covered by the retirement provisions as outlined in the applicable statutes relating to the Public Employees' Retirement System.

## SECTION 2 - Insurance

The Corporation shall provide for each regular employee and eligible dependent the medical, life and disability insurance plans, available to all regular Corporation employees. Informational booklets, issued to new employees, are available upon request from the Corporation.

Eligibility for coverage shall be determined by the terms of each insurance plan and the terms of this Agreement.

Prior to making any change in benefits, the Corporation shall notify Local 6082 at least thirty work days prior to the effective date of the changes. If Local 6082 notifies the Corporation within ten (10) working days that it would like to meet and confer on the changes, the parties shall meet within five (5) work days to discuss the matter. Recommendations made by Local 6082 shall be given serious consideration. The Corporation shall respond, in writing, to any written recommendations made which are not adopted.

### ARTICLE 25

#### Per Diem, Travel, Moving

##### SECTION 1 - Per Diem, Travel

Employees traveling on approved Corporation business will be reimbursed for food, lodging and travel expenses in accordance with the Corporation's Personnel Rules and policy.

##### SECTION 2 - Moving

Whenever an employee is required to change the employee's place of residence because of a change in assignment the employee shall be reimbursed for transportation and per diem according to the Corporation's Personnel Rules and policy.

##### SECTION 3 - Higher Allowances

The Corporation's food, lodging and travel expense rates in effect upon the date of signing shall remain in effect unless such rates are increased, in which case the higher rates shall apply.

ARTICLE 26  
Holidays

SECTION 1 - Holiday List

The following days are observed as holidays:

- (1) The first of January - New Years Day
- (2) The third Monday in January - Martin Luther King Day
- (3) The third Monday in February - Presidents Day
- (4) The last Monday in May - Memorial Day
- (5) The fourth of July - Independence Day
- (6) The first Monday in September - Labor Day
- (7) The 11th of November - Veterans Day
- (8) The fourth Thursday in November - Thanksgiving Day
- (9) The 25th day of December - Christmas Day
- (10) Every day designated by public proclamation by the Governor of the State of Alaska as a legal holiday or a holiday for State of Alaska Employees.
- (11) The holidays known traditionally as Seward's Day and Alaska Day shall now be treated as floating holidays. On the date of each holiday the personal leave account of regular Employees in pay status on that day shall be credited with one additional day of annual leave.
- (12) Any additional holiday or regular day off granted to the Corporate employees will also be granted to the bargaining unit members.

SECTION 2 - Observance of Holidays

When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday, or when it falls on a Saturday, the preceding Friday shall be observed. If the holiday falls on the employee's regularly scheduled day off, the work day immediately preceding or following the day off shall be considered the employee's holiday.

Employees who are absent without approved personal leave the day prior to a holiday or the day after a holiday, provided these days are normal work days, shall not receive holiday pay.

SECTION 3 - Birthday

Employees shall have one additional day of leave credited to the employee's annual leave account on or about the pay period following

the employee's birthday. The day must be taken within one year or the leave will be deducted from the leave balance.

ARTICLE 27  
Personal Leave

SECTION 1 - Leave Accrual

Employees shall accrue personal leave at the rate of:

- A. 2 working days for each full monthly pay period, if the employee has less than 2 years of service.
- B. 2 1/4 working days for each full monthly pay period if the employee has 2 but less than 5 years of service.
- C. 2 1/2 working days for each full monthly pay period if the employee has 5 but less than 10 years of service.
- D. 3 working days for each full monthly pay period if the employee has 10 or more years of service.
- E. During any monthly pay period in which an employee is absent without approved leave or when an employee is on leave without pay, accrual of personal leave shall be prorated in accordance with the number of days in pay status during the pay period.
- F. "Years of Service" for purposes of leave, years of service include all years of employment with the Alaska Housing Finance Corporation plus all years of service with other PERS employers.
- G. An employee shall accrue personal leave as described in Section 1 above from the date of initial hire, however, with the exception of medical necessity, accrued leave shall not be posted to the employee's account or available for use by the employee until the completion of ninety (90) calendar days of full-time service.

- H. Employees who work less than full-time shall accrue personal leave credit monthly on a pro-rated basis according to the above schedule and hours in pay status.
- I. All accrual rate changes shall become effective the first day of the pay period following the pay period in which the employee completes the service requirements and becomes eligible for the higher accrual rate.
- J. Personal leave may be taken at any time business permits providing permission is obtained from his/her supervisor. An employee's request for personal leave shall not be unreasonably denied.

## SECTION 2 - Leave Use

- A. Each employee is required to take at least ten (10) days of accumulated personal leave per calendar year. Any employee who does not use their leave shall have the unused portion deducted from their annual leave account balance on January 15, unless the employee was refused permission to take annual leave because of compelling business need. In order for the Corporation to deduct unused leave, notification of the leave requirements must have been given to the employee no later than November 1 of the preceding calendar years.
- B. Each employee shall, upon request to the Employer, receive payment for accrued but unused personal leave. The employee's leave balance shall be reduced by the number of days for which payment is made. Payment shall be made within ten (10) working days of the receipt of the request. However, employees requesting leave cash-out must have a minimum balance of 40 hours in their account following cash-out in order to exercise this option. At the discretion of the corporation additional leave cash-out may be allowed under extenuating circumstances.
- C. Terminal Leave. An employee who is separated from the Corporation for any reason including layoff shall receive within three (3) days a lump sum payment for the number of working days of accrued personal leave. If an employee who resigned is reemployed in the Corporation's service

prior to the end of the period covered by the terminal leave, the employee shall refund to the Corporation an amount equal to the compensation covering the period between the date of reemployment and the expiration of terminal leave.

The hours of leave represented by this refund shall then be credited to the employee's personal leave account.

## ARTICLE 28 Leave of Absence

### SECTION 1 - Extended Absence - LWOP

Upon application by an employee who has exhausted accrued leave, leave of absence without pay may be granted by the Executive Director, or designee. Such leave shall be limited to one month for each full month of service to a maximum of six (6) months. Service credit shall not accrue during the period of leave.

Continuation of insurance coverage is subject to the restrictions of the group insurance plan covering the Corporation and contingent upon payment of the premium by the Employee. Said leave may be granted only when it will not result in undue prejudice to the interest of the Corporation and may be canceled if the Employee is not using the leave for the purpose for which it was approved.

### SECTION 2 - Military Leave

A Regular Employee shall be entitled to a military leave of absence, without pay, to serve in the Armed Forces of the United States or National Guard and shall be entitled to the reemployment benefits granted under Section 9 of the Universal Military Training and Service Act, as amended, 50 U.S.C. Section 459.

An Employee of the Corporation who is a member of a reserve component of the United States Armed Forces or National Guard is entitled to a leave of absence without loss of pay, time or performance rating on all days during which he/she is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction. The leave of absence without loss of pay may not exceed 16 1/2 working days in any calendar period beginning January 16 and

ending January 15. A copy of the order issued by the appropriate authority shall accompany requests for special military leave.

The filling of a position made vacant by the granting of a military leave of absence of less than six (6) months shall be by temporary appointments.

### SECTION 3 - Court Leave

Employees who are called to serve as a juror or subpoenaed as a witness, shall be entitled to court leave, unless the employee is a plaintiff or defendant in the suit.

Court leave shall be supported by written documents such as a subpoena, marshal's statement of attendance, and records of compensation for services, per diem and travel.

The Employee shall turn over to the area supervisor, for deposit in the Corporation treasury, monies received from the court as compensation for services and shall receive normal wages for all time while on court leave.

### SECTION 4 - Parental Leave

Immediately preceding and following childbirth, or the adoption of a child, an Employee is entitled to take a total of 18 weeks leave. This leave shall first be charged to personal leave and if the Employee's account is insufficient, then to leave without pay for the balance of the eighteen (18)-week period. Under extenuating circumstances, additional leave may be granted by the Executive Director, or designee. A physician's certificate shall be required to support an additional leave request based on disability. Where a parental leave of absence is taken in accordance with this section, the Employee shall accumulate service credit for the first 18 weeks of leave.

### SECTION 5 - Job Absence

Unapproved job absence will subject the employee to disciplinary measures up to and including termination. Unapproved absences of 3 or more days shall be considered to be abandonment of duties and is subject to termination.

ARTICLE 29  
WAGES

SECTION 1 - Wage Rates

- A. 1. Effective 07/01/02, the base rates and steps in Appendix A will apply to all maintenance and custodial positions.
2. The parties agree that the intent of the "entry" wage rates in the consolidated wage schedule, is to allow the Employer to benefit from the cost-saving opportunity this offers. However, in exchange the Employer agrees that routine maintenance and repair work is work traditionally performed by the bargaining unit, and will not contract out this work unless it exceeds the scope and volume of work normally performed by the bargaining unit.
3. If the Corporation is granted a salary increase for any fiscal year covered by this agreement, the same increase shall apply to the Bargaining Unit Members.
- B. Merit Increase Steps may be earned pursuant to Article 10, Section 2.
- C. Pay Upon Bumping - If a position is abolished, the employee laid off may exercise bumping rights. The bumping employee shall assume the salary of the person they bump.
- D. Maintenance Mechanics assigned to remote job locations will receive one additional step in pay. Remote job locations are:
- Kodiak Nome Petersburg  
Seward Valdez Wasilla  
Wrangell Sitka Cordova  
Ketchikan
- E. Upon completion of probation, employees will receive a step increase.

SECTION 2 - Geographic Differential

The following differentials will be paid to all employees hired after the date of ratification, in addition to the base rate as established plus merit steps as applicable.

Nome	34%
Bethel	38%
Cordova	11%
Fairbanks	4%
Valdez	11%
Kodiak	9%

In the event another project is established in locations not previously covered in this Agreement the parties agree to use the differential established for State GGU employees working in that location.

### ARTICLE 30 Hours of Work

#### SECTION 1 - Normal Work Week

The normal work week for regular full-time bargaining unit members is five days totaling 40 hours per week, from Sunday midnight to the following Sunday midnight, with two consecutive days off.

#### SECTION 2 - Shifts

- A. The day shift hours are 8:00 to 5:00 with one hour unpaid lunch. On mutual agreement between the supervisor and the employee, the work day may be reduced by one half hour with a half hour unpaid lunch.
- B. AHMC recognizes there may be times when the Corporation's needs require that employees be assigned to a shift other than their normal work shift. When Bargaining Unit Members are assigned hours of work outside of the day shift, such employees shall be paid at the appropriate shift differential.

#### SECTION 3 - Relief Period

Employees shall be allowed one relief period at the work site of 15 minutes in each 4 hour work period.

## SECTION 4 - Changes in Scheduling

Any permanent changes in scheduling of the work week, hours of work, or shift shall require a 5 work day notice to all affected employees. Any permanent changes in duty station assignment to another city shall require a 14 day notice to the employee. Short term scheduling changes may be required in emergency situations.

## SECTION 5 - Meal Breaks

- A. A lunch break of one (1) hour or 1/2 hour as provided above shall be allowed approximately midway through the shift.
- B. Continuous Work - A meal break of 30 minutes shall be allowed when a bargaining unit member works continuously for 3 hours before or after the termination of their regular shift.

## ARTICLE 31 Pay Procedures

### SECTION 1 - Pay Day

- A. Employees are paid twice monthly; from the first through the fifteenth, payable on the ending day of that month, and, from the sixteen through the ending day of that month, payable on the fifteenth day of the following month.
- B. If the payday falls on a Saturday, Sunday or holiday, pay day shall be the last regularly scheduled work day.
- C. To ensure timely delivery, all paychecks will be delivered by courier or mailed no later than 4 days prior to the date the pay is due by postal service.
- D. The Employer provides direct deposit to cooperating financial institutions in an effort to ensure the timeliest method of receiving the scheduled paychecks.
- E. When an employee, not utilizing the direct deposit option will be on personal leave on a regularly scheduled pay-day, the employee may request early receipt of their next regularly scheduled pay check. Such requests must be made one week in advance.

## SECTION 2 - Overtime Compensation

Employees who actually work in excess of 8 hours per day or 40 hours per week shall be compensated at one and one-half times the normal hourly rate for all excess hours.

Scheduled overtime shall be optional and distributed on an equitable basis to all regular employees interested in working overtime.

## SECTION 3 - Call-Outs

An Employee who is called out to work outside the normal shift shall be compensated at one and one-half times the normal hourly rate for all hours worked in call-out with a minimum of at least one and a half hours.

Hours worked in recall shall not be counted as actual hours worked for the purpose of calculating overtime.

## SECTION 4 - Shift Differential

All Bargaining Unit Members who work a shift other than between the hours of 8:00 a.m. to 5:00 p.m. are entitled to 3.75% of the employee's base hourly rate for each hour worked on that daily shift.

## SECTION 5 - Holiday Pay

Scheduled hours worked on a holiday shall be compensated at the normal hourly rate of pay in addition to holiday pay of eight hours straight time. Scheduled holiday hours will be voluntary.

## SECTION 6 - On-Call

1. In the communities of Anchorage, Fairbanks, Bethel and Juneau, the following shall apply:

The on-call assignment shall run from 8:00 a.m. to 8:00 a.m. the same day a week later, depending on the start day chosen by the supervisor. Assignments shall be rotated among the qualified crew and trading may be allowed as long as the assigned worker makes a request to the supervisor at least 24 hours before the trade starts.

An on-call assignment shall be compensated at a rate of \$15 per day or 5 hours of personal leave to be taken the week of an on-call assignment or no later than the Friday of the following week of an on-call assignment. The on-call worker will be allowed to use an AHFC vehicle during the assignment to enable a timely response to call-outs.

Hours of work, for the purpose of this section, shall be calculated on the basis of portal to portal from the location where the call was received.

Failure of the Employee to respond timely to calls while on an on-call assignment will result in discipline up to and including termination.

2. All Other Communities the following will apply:

Any bargaining unit member that is notified of an emergency and is able to respond, must respond. Bargaining unit members will not be discipline for not responding to an emergency if they are not personally contacted or a condition renders them unable to respond.

ARTICLE 32  
Savings Clause

If any provision of this Agreement should be held by a court of competent jurisdiction to be in violation of any federal, state or local law or if adherence to or enforcement of any provision should be restrained by a court of law, the remaining provisions of this Agreement shall not be affected and, upon the request of either party, negotiations shall commence for the purpose of negotiating a satisfactory replacement provision.

ARTICLE 33  
No Strike, Lockout

SECTION 1 - Strikes

AHMC agrees that during the life of the Agreement, AHMC, its agents or its Bargaining Unit Members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sick-out, refusal to work, picketing or strike against the Corporation.

## SECTION 2 - Lockout

The Corporation agrees that during the life of the Agreement there will be no lockout.

## SECTION 3 - Legal and Disciplinary Action

Any violation of this section by AHMC or the Corporation is not subject to the Grievance/Arbitration procedure and either party may pursue such legal remedies as provided by law. Disciplinary action taken against an Employee for violation of this section is subject to the Grievance/Arbitration procedure.

### ARTICLE 34 Printing

The parties agree to meet and mutually agree on the format, size, and specifications of the Agreement to be printed. AHFC shall print or be responsible for the printing of the Agreement. The parties will designate the number of copies of the Agreement each desires and each party will be responsible for the cost involved in printing that number of copies. AHMC will be responsible for the distribution of the copies to its membership and such copies may be distributed during working hours.

### ARTICLE 35 Duration

This Agreement shall become effective March 16, 2003, and shall continue in effect until March 15, 2006, and will continue thereafter from year to year, provided, however that either party may give written notice of its desire to terminate the agreement or to effect changes therein. Such written notice shall specify the reasons for the termination or the nature of the changes desired as the case may be, and shall be served upon the other party not less than ninety days prior to the end of the initial period of the agreement or any annual extension thereof. The parties will meet to negotiate on such termination, modifications, or amendments not less than sixty days prior to the expiration of the initial period of this Agreement or any annual extension. Nothing herein will preclude the termination, modifications or amendment of the Agreement at any time by written mutual consent of the parties.

ARTICLE 36  
Conclusion of Collective Bargaining

This Agreement is the entire Agreement between the Corporation and Local 6082. The parties acknowledge that they have fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement.

This Agreement preserves all prior Agreements and written understandings and concludes all collective bargaining for the duration of this Agreement.

As witnesses thereof we, the undersigned, agree.

Dated this \_\_\_\_\_ day of February 2003.

FOR THE CORPORATION:

FOR LOCAL 6082:

\_\_\_\_\_  
Michael Buller, CAO

\_\_\_\_\_  
Les Forbes, President

\_\_\_\_\_  
Jim Nitchman, Vice President

\_\_\_\_\_  
Roy Anderson, Vice President

\_\_\_\_\_  
Tim Nelson, Treasurer

\_\_\_\_\_  
Pat Cochran, Secretary