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

July 1, 2026 - June 30, 2029

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PREAMBLE

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

ARTICLE 1 - DEFINITION OF TERMS

1.01 - Tense, Number and Gender
As used in this Agreement:

A. Words in the present tense include the past and future tenses, and words in the future tense include the present tense.

B. Words in the singular number include the plural, and words in the plural number include the singular.

C. Words of the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

1.02 - Definitions

A. “Association" means the Public Safety Employees Association; AFSCME Local 803 (PSEA).

B. “Bargaining Unit" in this Agreement means the Public Safety Officers Unit (PSOU), as described in and subject to the provisions of Article 15.01, and consisting of those classifications deemed appropriate by mutual consent or additional classifications deemed appropriate by the Alaska Labor Relations Agency.

C. “Class Action Grievance" means a grievance in which a member is grieving actions/nonactions of any individual other than his/her immediate supervisor, or one in which the action/nonaction of two (2) or more immediate supervisors in separate posts (work locations) are being grieved.

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

Association class action grievance is one in which an alleged grievance action/nonaction occurs. This may be filed by the Association on behalf of

the member and entered at Step Three.

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

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

1. Court Services Officers
2. Deputy Fire Marshals I
3. Trooper Recruits, Troopers, Corporals, and Sergeants (Troopers)

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

G. “Employer" means the State of Alaska.

H. “Holiday" in this Agreement means:

1) The first day of January, known as New Year's Day;

2) The third Monday in January, known as Martin Luther King, Jr.'s Birthday;

3) The third Monday in February, known as President's Birthday;

4) The last Monday in March, known as Seward's Day;

5) The last Monday in May, known as Memorial Day;

6) The nineteenth day of June, known as Juneteenth;

7) The fourth day of July, known as Independence Day;

8) The first Monday in September, known as Labor Day;

9) The eighteenth day of October, known as Alaska Day;

10) The eleventh day of November, known as Veterans Day;

11) The fourth Thursday in November, known as Thanksgiving Day;

12) The twenty-fifth day of December, known as Christmas Day;

13) Every day designated by the Governor of Alaska as a legal holiday for all State employees;

14) Beginning in 2012, one additional day per year shall be treated as a floating holiday and shall be credited to the member's leave account on the first day of the second pay period in July.

I. For the purpose of seniority and layoff (Articles 11 and 18 of this Agreement), the term "job classification" will mean the job titles that comprise the "job classification series" listed above (e.g. Court Services Officer, Trooper Recruit, Trooper, Sergeant, etc.).

J. "Member" in this Agreement means a person in the State service who is paid a salary or wage and holds probationary or permanent or nonpermanent status working in a job class that has been designated by the Alaska Labor Relations Agency as within the Public Safety Officer's Bargaining Unit.

K. "Nonpermanent Employee" in this Agreement is as defined in AS 39.25.200.

L. "Pay Status" in this Agreement encompasses work time and paid leave time.

M. "Personal Effects" in this Agreement shall include all personal property and possessions.

N. "Personnel File" in this Agreement means all those documents, reports, written or otherwise recorded evaluations of a person's performance while performing duties on behalf of the Employer, and any other material pertaining to that person that is kept in that file.

O. "Promotion" in this Agreement means an advancement in rank or position.

P. "Sea duty" in this Agreement means a period longer than twenty-four (24) hours during which a member is living aboard a vessel (i.e., eating, sleeping, and working) while the vessel is away from its home port. The vessel must provide permanent and reasonable facilities for two or more, including cabin, bunks, stove, cooking facilities, commercial toilet, and fresh water.

Q. "Shore duty" in this Agreement is that time worked on shore at the member's home port or while his/her vessel is tied up at the member's home port.

R. "Duty Station," as that term is used in this agreement, is defined as the city, town, or village where a member spends the major portion of his or her working time or the place to which the member returns upon completion of a special assignment.

S. “Transfer" in this Agreement means a relocation from one geographic location to another location.

ARTICLE 2 - RECOGNITION

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

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

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

A. All nonpermanent employees shall meet the criteria for nonpermanent employees set out in Alaska Statutes 39.25.150, 39.35.680, 39.25.195, 39.25.197, 39.25.198, 39.25.200.

B. An individual hired into a class covered by this Agreement as a nonpermanent employee must perform the work of that class and may not be paid less than the entry salary step of the range assigned to the class in which he/she is to work.

C. Nonpermanent employees are only covered by the holiday, personal leave accrual and uniform and clothing allowance provisions of this Agreement and the Personnel Rules.

D. Nonpermanent employees who begin a shift and are then sent home during the first (1st) half of the shift shall receive four (4) hours pay or payment for their normal hours of work, whichever is less. Nonpermanent

employees who are sent home during the second (2nd) half of a shift shall receive eight (8) hours pay or payment for their normal hours of work, whichever is less.

2.04 - Union Representatives and Board Members

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

B. With the exception of layoff procedures and post closures, the State agrees that members of PSEA's DPS Executive Board are not subject to involuntary transfer during the term of their respective office. The specific titles of the DPS Executive Board are: President, Northern Vice President, Western Vice President, Southcentral Vice President, Southeastern Vice President and Secretary/Treasurer.

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

D. All time spent in Association activities during a Union Representative's or Board Member's scheduled work hours will be recorded on the Representative's or Member's time sheet as business leave.

E. Association business leave will be noticed as much in advance as is practicable.

ARTICLE 3 - ASSOCIATION SECURITY

3.01 - Condition of Employment

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

3.02 - Noncompliance

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

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

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

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

3.05 - Dues Deductions
The employer agrees to deduct on a regular monthly basis from the paycheck of the member who so authorizes the regular fixed monthly dues, donations and fees of the Association. The amount so deducted as certified by the President, Secretary or Executive Secretary of the Association shall be transmitted monthly to the Association on behalf of the member involved. Deductions authorized shall be on a form mutually agreeable to the parties, and furnished by the Association to the Employer. No other employee organization shall be accorded payroll deduction privileges with regard to members of the Bargaining Unit.

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

ARTICLE 4 - ASSOCIATION RESPONSIBILITY

4.01
The Association assumes all obligations and responsibilities for this unit to the extent the Association may exercise reasonable control as permitted by law.

4.02
The Association agrees that this Agreement is binding on each and every member of this bargaining unit and that its members, individually or collectively, accept full responsibility for carrying out all of the provisions of this Agreement.

4.03
The Association agrees that it shall where permissible in its role as exclusive representative, take affirmative steps to assist the Employer in combating absenteeism, sexual harassment, and other practices by the employee which may be illegal or may

hamper the Employer's operation. All efforts to improve safety practices, fitness, efficiency, and the quality of public safety shall be vigorously supported by the Association. The parties agree to promote good will between the Employer and the Association, and between the Employer and bargaining unit members.

ARTICLE 5 - MERIT PRINCIPLES

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

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

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

ARTICLE 6 - MANAGEMENT'S RIGHTS

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

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

ARTICLE 7 - MEMBER RIGHTS AND DISCIPLINARY PROCEDURE

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

7.02 - Rights of Members
Members are entitled to a fair and impartial investigation when in the course of the member’s scope of employment, the Employer deems an investigation is necessary. The

member shall be presumed innocent unless a complaint is sustained and the burden of proof shall be on the Employer.

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

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

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

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

7.03 - Types of Investigation

A. Criminal Investigations

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

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

B. Investigation of disciplinary actions is separated into two types:

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

2 Known & Obvious/Supervisory Review
An Administrative Investigation is not warranted when the details of the complaint are readily apparent and not in dispute or can be ascertained by a supervisor. Discipline from a Known and Obvious or Supervisory Review circumstance will not result in termination.

7.04 – Investigative Process

A. Administrative Investigation (AI)

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

2. The member shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.

3. The member shall cooperate during any investigative process and, when requested by the investigator, will furnish information or give statements.

4. The member may be accompanied by no more than two (2) representatives at the employee interview. One (1) Association representative to be identified by the Association at the start of the interview) shall be allowed to cross-examine the member at the close of the interview with right of re-examination by Management following the Association questioning. The interview will be recorded. Questioning shall be conducted in not more than one hour segments for no more than four (4) hours per day. Each one hour segment shall be followed by a one-half (1/2) hour rest period. The rest period may be waived by the member.

5. A member shall be required to answer only those questions specifically related to the member's duties and responsibilities within the scope of his/her employment and pertaining to the investigation.

6. A member's immediate family shall not be interviewed unless they are parties to the complaint, or at the specific request of the member.

7. There shall be no off-the-record questions asked of the member.

8. Submission to a polygraph examination or other lie detecting devices shall not be mandatory. Refusal to submit to such examination shall not be grounds for disciplinary action.

9. If, during an investigation, the Employer determines it is necessary to relieve a member of regularly assigned duties, the member may be temporarily reassigned to "administrative" duties or placed on administrative leave with full pay, benefits and retention of his/her classification until the investigation has been concluded and a course of action determined. This temporary reassignment shall not be considered as a disciplinary measure.

   The placement of a member on administrative leave under this provision shall not exceed seventy-five (75) calendar days unless an extension is agreed to between PSEA and the Employer. If administrative leave extends beyond seventy-five (75) calendar days, the employer shall pay all premium pays, shift differentials and the average overtime. The parties agree that the seventy-five (75) calendar day period shall be tolled where the Administrative Investigation is being held in abeyance and also during periods when the subject member is on leave. The Department shall update the Association at the conclusion of the 75 calendar days of Administrative Leave and every thirty (30) calendar days thereafter as to the progress of the Administrative Investigation.

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

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

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

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

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

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

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

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

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

B. Known & Obvious/Supervisory Review

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

2. All investigative material shall be made available to the member and Association for review at a department office prior to or at the employee conference. For a Supervisory Review, where no complaint exists to be forwarded under Article 7.02, the details of the allegation will be summarized for the employee and provided to the Association prior to the employee conference.

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

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

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

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

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

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

ARTICLE 8 - TRAVEL, PER DIEM, AND MOVING

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

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

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

When a member, excluding a nonpermanent member, is required to change his/her place

of residence due to a transfer or change of State housing, he/she shall be reimbursed for transportation and moving expenses under the Alaska Administrative Manual in effect on the date of travel.

Upon arrival at the new duty station, the member, spouse and dependents are entitled to per diem at the standard rate as found in the Alaska Administrative Manual. This per diem shall continue until the member's effects have arrived. In no case shall a member, spouse or dependent receive more than fifteen (15) days of per diem under this section, except extenuating circumstances may dictate more than fifteen (15) days and shall be handled on a case-by-case basis. The fifteen (15) days may also be allowed for deviations to temporary quarters to allow lodging and rental car. The final determination shall be with the Director of the employing division and is not subject to appeal.

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

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

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

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

8.04 - Prisoner Transportation Assignments
When prisoner transportation assignments are to be given to bargaining unit members, every reasonable effort shall be made to distribute such assignments equitably among the members available. However, the parties expressly recognize that relative cost is a legitimate basis upon which to determine the ultimate award of such assignments.

When a prisoner transportation assignment is not expected to be completed within twelve (12) hours, the Department will make reasonable efforts to ensure a member has an eight (8) hour sleep/rest period prior to their scheduled return flight departure. This provision may be waived by mutual agreement.

8.05 – Pre-Academy Recruits and Laterals

The provisions of this Article – entitlement to compensation for travel, per diem, and moving under the Administrative Manual – do not apply to Pre-Academy Trooper Recruits/Troopers traveling to their scheduled academy, whether to the Alaska Law Enforcement Training Academy in Sitka or to a Lateral Academy Program in Anchorage or elsewhere. Pre-Academy Trooper Recruits/Troopers are responsible for all costs for reporting to their scheduled academy pursuant to any reimbursement agreement on file with the Recruitment Unit.

8.06 Residency

Members shall maintain Alaska residency status, as defined by AS 16.05.415(a-b) of the Alaska Permanent Fund Dividend eligibility criteria, after completing the initial probation period after hire.

ARTICLE 9 - TRAINING AND ADVANCED EDUCATION

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

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

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

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

ARTICLE 10 - GRIEVANCE-ARBITRATION PROCEDURE

10.01 – General

C. Definition of Grievance

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

D. Notification of Discipline

When disciplinary actions involving discharge, suspension or demotion are imposed, the Employer shall furnish the Association with a copy of the written notification to the member

affected. The copy shall be mailed to the Association within two working days of the time the notification is issued to the member. Electronic delivery shall be an acceptable form of notification.

E. Written Warnings and Reprimands

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

F. Probationary employee

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

10.02 - Step Three Grievance Entry

A. Association or Class Action Grievances

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

B. Disciplinary Grievances

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

10.03 - Time Limitations

A. Thirty Day Limitation

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

B. Waiving of Time Limitations

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

10.04 – Steps

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

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

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

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

10.05 – Arbitration

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

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

A. Arbitrator Selection List

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

B. Arbitration Selection Procedure

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

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

C. Authority of the Arbitrator

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

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

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

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

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

ARTICLE 11 - SENIORITY

11.01 - Definition of Job Classification Series
For the purpose of seniority and layoff, the following are considered job classification series:

a) Court Service Officers;

b) Deputy Fire Marshals;

c) Trooper Recruits, Troopers, Corporals, and Sergeants (Troopers).

11.02 - Classification Series Seniority
There shall be three classification series seniority lists: one for Court Service Officers, one for Deputy Fire Marshals, and one for Troopers

For Court Service Officers, Deputy Fire Marshals, and Troopers, the member having the longest term of unbroken service in that job classification series shall be number one on that classification series seniority list. All other members shall be listed accordingly. At the end of each calendar quarter, the Employer shall prepare and post a classification series seniority list on the DPS intranet and electronically send the same list to PSEA.

Pre-Academy Trooper Recruit/Troopers and Court Service Officers (who are hired into the Trooper Recruit/Trooper job class with no break in service) who are required to attend the full ALET Academy will have their seniority date based on their ALET Academy start date. Should it become necessary to break identical classification series seniority ties, the following method shall be utilized:

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

FIRST: Alaska Police Council date of certification, (Police Certification)

SECOND: Random drawing of names involved to be conducted by a PSEA Board Member.

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

For those who are required to attend the Alaska Law Enforcement Training Academy, or for Pre-Academy Trooper Recruit/Troopers:

FIRST: An average of the cumulative academic score, the highest single

handgun score, and the highest physical fitness score.

SECOND: Random drawing of names involved to be conducted by a PSEA Board Member.

Seniority ranking shall be established within thirty (30) days after graduation of the academy.

For Court Service Officers required to attend a full CSO academy:

FIRST: An average of academic, firearms qualifications, and the final physical fitness score at the academy.

SECOND: Random drawing of names to be conducted by a PSEA Board Member.

For Court Service Officers not required to attend a full CSO academy:

FIRST: Random drawing of names to be conducted by a PSEA Board Member.

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

11.03 - Classification Seniority

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

11.04 - Impact of Seniority

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

11.05 - Termination of Seniority

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

1) Discharge;

2) Non-retention;

3) Resignation;

4) Layoff for a period of two (2) years or more;

5) Failure of the member to accept and report for duty within thirty (30) days after notification of recall from layoff;

6) Abandonment of position (failure to report for duty within three (3) days following approved absence);

7) This section does not apply to retention of seniority laid out in 11.06.

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

1) Periods of approved leave;

2) Workers' Compensation leave (Administrative Leave per Article 14.06);

3) Military leave for reserve training;

4) Active military duty when recall for such duty is beyond the control of the member;

5) Retirement disability up to three (3) years; or

6) Disciplinary Suspensions.

11.06 - Retention of Seniority

If a member is promoted into a position outside the bargaining unit, the member shall be entitled to a one (1) year period of grace without loss of classification series or job classification seniority.

If a member changes their job classification as defined in section 11.01, the member shall be entitled to a one (1) year period of grace without loss of classification or classification seniority.

11.07 - Vacation Scheduling

A. Vacation schedules shall be made by overall classification series seniority by units within the post.

B. Early Requests Vacations of five (5) consecutive workdays or more may be scheduled up to twelve (12) months in advance utilizing the following procedures:

1) Once every six (6) months, in April and in October, a notification for vacation requests for the following twelve (12) month period of time shall be posted by the appropriate supervisor of the unit, post, detachment, region, or airport, as the case may be. The posting shall indicate the open dates available for vacation scheduling. All members shall be afforded one (1) month from the posting date for the purposes of submitting a vacation request for consideration.

2) Members desiring vacation time shall apply by submitting their request to their appropriate supervisor. Members who desire more than one block of leave shall prioritize their request, understanding that only their first preference shall be afforded seniority before other members' requests shall be considered. Once members have had the chance to submit their first preference the most senior member's second request shall be considered. This shall be repeated until all requests are considered. The members shall attempt to eliminate conflicting requests prior to the closing of the posting.

3) Within two (2) weeks after closing, the supervisor shall notify the applicants of the approved leave schedule.

4) Once approved, the vacation requests cannot be canceled by a subsequent request of a member with more bargaining unit seniority. Members who transfer into a new unit, post, detachment, or shift with previously approved vacation requests shall be considered on an individual basis; however, they cannot cancel approved vacation requests in the unit, post, detachment, or shift to which transferred. The State shall make every reasonable effort to honor a vacation that was previously approved.

5) Nothing in this subsection shall be construed to prevent vacation applications under Article 11.07 (A), when members do not desire an early request.

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

11.09 - Nonpermanent Employees
For the purpose of this Agreement, nonpermanent employees shall not have seniority over permanent or probationary employees within their bargaining unit.

11.10 - Shift Assignments and Regular Days Off
Management shall establish a shift, including available RDO, for each position in the bargaining unit except at posts with flexible schedules. Article 15.13, shall govern scheduling at posts with flexible schedules.

For the remainder of the bargaining unit unless otherwise mutually agreed between the Employer and the Association, each shift shall consist of no more than five (5) workdays followed by a minimum two (2) consecutive days off and shall specify the hours of the day to be worked.

Members who are within ninety (90) days of transfer shall bid shifts at the new location/unit.

G. Shift Preference and RDO Preference

Excluding Trooper Recruits and Court Services Officers during the FTO program, shift and RDO preference by units within a detachment shall be determined by the following:

Shift Preference: Shift preference shall be by classification series seniority within that job classification; however, realizing the contract language is clear in that shift and regular days off assignments are to be bid and assigned according to seniority, it is recognized by both parties there are times when a reassignment of a shift or RDO is required or desirable; the following shall apply in those cases:

Emergency or special assignment: In an emergency or special assignment situation where a member is reassigned to a shift that is different than that which was awarded, the supervisor or Commander involved shall notify the Association concurrent with the action taken or within the next working day. The Association shall be provided, at that time, with an explanation of the reassignment. It is further understood that a reassignment of an emergency or special assignment nature shall not exceed ten (10) working days except in those instances where the Commander or designee and the Association have, prior to the end of the ten (10) day limit, mutually agreed to an extension of a specified duration. The affected member(s), for the tenure of the reassignment, shall not experience any loss in their wages unless otherwise mutually agreed to by the parties.

Training or personal leave situations: For purposes of training or shortages of personnel due to members being on approved personal leave, a change of shift is authorized to cover another shift. Such shift reassignments shall not be for more than two (2) weeks, unless a longer period is agreed to by the reassigned member. The Employer shall first solicit volunteers for the reassignment before directly assigning a member to a different shift. If there are no volunteers, the member with the least seniority on the impacted shift shall be selected first and then in progressive order. Members shall not be required to change their shift more than twice every six months absent mutual agreement between the Employer and the member. The affected member(s), for the tenure of the reassignment, shall not experience any loss in their wages unless otherwise mutually agreed to by the parties.

EXAMPLES

1) Should a member agree to be temporarily reassigned from a shift that pays shift differential pay to a shift that pays less or no differential pay, the member would receive the differential pay allowable from the shift held prior to the temporary assignment.

2) Should a member agree to be temporarily reassigned to a shift that allows a greater differential pay than currently receiving, the member shall receive the greater differential pay.

3) Should the member agree to be temporarily reassigned to another shift, the overtime entitlements shall be in accordance with the temporary shift.

4) Should the member not agree to a temporary shift change and is directed to work such, the member has the right to grieve the reason- ableness of the decision that an emergency or special assignment situation exists, and to seek whatever relief the member may believe is appropriate.

Finally, it is understood that management has the ultimate right to assign and direct the work unless prohibited by the Collective Bargaining Agreement, statutes or regulations. Should management reassign a shift or RDO without agreement with the member(s) and Association, then it is further understood that the member(s) and Association have the ultimate right to challenge the actions taken through the grievance procedure.

RDO Preference: Once the shifts have been selected, the member shall then select RDOs from those days off allowed on that shift and the classification by the Employer, by bargaining unit seniority.

B. Regularly established shift changes are considered to occur not more frequently than once every three (3) months or less frequently than once every six (6) months.

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

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

11.11 - Shift Trading

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

11.12 - Shift Scheduling – Limitations

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

B. Scheduling shall be arranged so that the member is afforded a minimum of forty (40) hours on his/her two (2) consecutive days off.

C. Article 15.14 (B), shall not be interpreted to require the State to pay overtime to members while effectuating regularly established shift changes that utilize the exercising of Article 11.10.

Regularly established shift changes are considered to occur not more frequently than once every three (3) months or less frequently than once every six (6) months.

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

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

ARTICLE 12 - ASSIGNMENT AND TRANSFER

This Article does not apply to nonpermanent employees. Only Articles 12.04 and 12.05 of this Article apply to Court Services Officers.

Except for reasons of reduction in force, promotions, and transfers based on Article 12.02 (F), all transfers shall be for a minimum period of two (2) years. For new hires or Trooper Recruits, attendance at the initial training and subsequent FTO assignment shall be considered as part of their initial two (2) year transfer. Two (2) years after the official date of transfer (unless a delay of transfer is due to the member's request), a member may be eligible for, and be granted transfer in accordance with Article 12.01, 12.02, and 12.03.

Prior to the completion of two years at a location, a member may submit a bid for any posted vacancy. Such bids are advisory only, unless the two-year period is waived by mutual consent between the most senior qualified advisory bidder and the Department or the transfer will be affected after the two (2) year deadline.

12.01 - Best Interest of the Department

The State shall continue its policy of transferring members based on the best interests of the Department, including consideration of special qualifications but only if those special qualifications are listed in the posted vacancy announcement. Special qualifications may be listed as requirements or as preferences. Where those factors are relatively equal, preference of a member and length of service shall be major factors in effecting the transfer. The provisions of this Article apply only to lateral transfers. Vacancies shall normally be filled by transfer from requests of members with the most bargaining unit seniority who meet the qualifications of the announced vacancy before vacancies are filled by going outside the unit to hire new personnel.

12.02 - Notice and Bid Request

The Employer shall circulate bid requests as positions become available. A member desiring a transfer shall submit his/her request(s) on forms to his/her detachment/bureau or unit commander. All such transfer requests, with

appropriate endorsements, shall be forwarded to the division. Bid requests will be posted for fifteen (15) calendar days. The Employer shall forward a copy of all bid requests to the PSEA office in Anchorage at the same time vacancy notices are circulated. If the position requires members to live in State-owned or State-controlled housing, the Employer shall make reasonable efforts to include photographs of the housing units with the bid requests.

A. In the event that vacancies cannot be filled from written transfer requests on file, the Department shall solicit qualified volunteers before filling the vacancy by involuntary assignment.

B. When a member is the senior bidder for more than one post, the employee may select their assignment, unless otherwise agreed to between the member and Employer. When the most senior member's transfer request is not honored in the filling of a vacancy, a member who makes the request shall be advised in writing of the reasons why his/her request was not granted.

C. The best interest of the Department may necessitate the involuntary transfer of a member. Involuntary transfer of a member who has served in their current job class series with the Department in those positions covered by the bargaining unit in excess of five (5) consecutive years from the date of most recent hire shall not be normal practice, except in special job requirements or extenuating circumstances. Recruit members on probationary status are subject to involuntary transfer without regard to this paragraph.

In the case of involuntary transfer of members with less than five (5) consecutive years of service from the date of most recent hire in their current job series, the Department's usual course of business shall be to select the most senior member within the division with less than five (5) years from the location(s) being reduced and from the members who have not previously transferred. However, members that are pilots or student pilots that have been accepted into the pilot program may necessitate an involuntary transfer, not in that order. Notification of an involuntary transfer must take place prior to the member reaching five consecutive years of service from the date of most recent hire in their current job series.

D. Members shall be given ninety (90) days' notice prior to transfer, except when circumstances beyond the control of the Department prevent this notice. The Department shall coordinate moving dates with the member. Upon the request of the member, he/she shall be granted five (5) working days administrative leave, and up to an additional five (5) working days at the discretion of the Division Director, to effectuate the move involved in any transfer, whether voluntary or involuntary. Such requests shall not be unreasonably denied by the Division Director.

E. The State shall continue to effect transfers arising out of special and extenuating circumstances of a personal nature. Nothing in this Article shall be construed to

require the Employer to divulge the nature of circumstances that are confidential to any member unless the member provides written consent allowing such disclosure.

F. Members who present a disciplinary problem shall not be transferred as a disciplinary measure. The matter shall be resolved at the point of origin.

G. When a vacancy is to be filled in accordance with this Article, the State may determine prior to the required posting notice to either fill the vacancy from members within the employing division or from members of all divisions covered by this Agreement. The posting shall indicate that the bidders for consideration shall be either from the employing division or from all divisions.

12.03 - Remote Transfers

It is the obligation of the State to place enforcement personnel strategically throughout the State of Alaska for optimum public safety services to the citizens of Alaska.

Therefore, remote transfers shall be considered for a MAXIMUM ASSIGNMENT PERIOD of time. After members have served the duration of the MAXIMUM ASSIGNMENT PERIOD in the assigned post, they are eligible for transfer to an urban assignment based on the procedures set forth in this Section.

A. **DEFINITIONS--For purpose of this Section:**

1) **Assignment** – Is the Unit or Specialized Duty (e.g. K-9, DV Follow- up, VPSO Support, etc.) a person is attached to. Examples; Fairbanks Patrol, Palmer JS, Kenai BHP, ABI Anchorage Technical Crimes, ABI Bethel WAANT. It does not include additional duties such as pilot, SERT, TDU, etc.

2) **Re-assignment** – Is moving a person from one Unit or Specialized Duty (e.g. K-9, DV Follow-up, VPSO Support, Criminal Suppression Unit, etc.) to another in the same geographic location. Examples; Fairbanks Patrol to Fairbanks BHP, ABI Anchorage Technical Crimes to ABI Anchorage Major Crimes, Palmer Patrol to Palmer K-9, ABI Anchorage WAANT to ABI Anchorage Financial Crimes.

3) **Transfer** – Is a relocation from one geographic location to another location. Examples; Palmer Patrol to Kenai Patrol, ABI Anchorage Major crimes to Fairbanks Narcotics Team, Juneau AST to Kodiak AWT.

4) **HIGHWAY SYSTEM** is defined as those portions of the public road system in the State of Alaska that are used by normal vehicular traffic with unbroken access to the Alaska/Canada border. This does not include the Alaska Marine Highway System.

5) **REMOTE** is defined as an assignment to a location other than Anchorage,

Girdwood, Fairbanks, Juneau, Kenai/Soldotna, or Palmer/Wasilla.

6) **MAXIMUM ASSIGNMENT PERIOD** is defined as the maximum duration of time a member assigned to a REMOTE location can expect before being eligible for transfer to a remote area. MAXIMUM ASSIGNMENT PERIOD is indicated by CLASS I REMOTE, CLASS II REMOTE, or REMOTE ALTERNATE WORK PERIOD ASSIGNMENT as defined below. Vacancy announcements shall designate the post as CLASS I REMOTE, CLASS II REMOTE, REMOTE ALTERNATE WORK PERIOD ASSIGNMENT, or URBAN.

7) **CLASS I REMOTE** is defined as posts that are serviced by one (1) to two (2) enforcement personnel in the same department in remote areas of the State that are not connected to the HIGHWAY SYSTEM. These assignments shall be recognized as a three (3) year MAXIMUM PERIOD ASSIGNMENT with the member eligible to bid in accordance with the provisions of Article 12.02 after completion of two (2) years, or at the time of promotion.

8) **CLASS II REMOTE** is defined as all other remote posts. These assignments shall be recognized as a four (4) year MAXIMUM PERIOD ASSIGNMENT with the member eligible to bid in accordance with the provisions of Article 12.02 after completion of two (2) years, or at the time of promotion.

9) **REMOTE ALTERNATE WORK PERIOD ASSIGNMENT** is defined as a remote post with a designated 168-hour alternate work period assignment (two week on/ two week off work schedule). These assignments shall be recognized as a four (4) year MAXIMUM PERIOD ASSIGNMENT with the member eligible to bid in accordance with the provisions of Article 12.02 after completion of two (2) years, or at the time of promotion.

10) **URBAN ASSIGNMENT** is defined as Anchorage, Girdwood, Fairbanks, Juneau, Kenai/Soldotna, or Palmer/Wasilla.

B. **REASSIGNMENT AFTER COMPLETION OF MAXIMUM ASSIGNMENT PERIOD**

Members that have fulfilled their MAXIMUM ASSIGNMENT PERIOD and desire transfer shall submit a memorandum requesting transfer to an urban area to the Division Director by February 1 of the year in which they desire transfer. The Department shall transfer all or as many members who have fulfilled their MAXIMUM ASSIGNMENT and their replacements as allowed by the budget. The Department shall determine the number of transfers financially feasible.

In the event the class designation of an assignment is changed from that as indicated on the vacancy notice posting, after the successful bidder has been

physically relocated, the lesser fixed period of time shall be considered as governing.

PRIORITIZING OF REASSIGNMENTS AFTER COMPLETION OF FIXED PERIOD ASSIGNMENT

The Division Director shall consider requests for reassignment after completion of a MAXIMUM ASSIGNMENT PERIOD with consideration of vacancies in urban locations and member preference. Requests for

reassignment under contemporaneous consideration by the Director shall be fulfilled based on seniority.

C. DEPARTMENT'S ABILITY TO TRANSFER

The Department's ability to transfer members after the completion of the MAXIMUM ASSIGNMENT PERIOD assignments may be limited by budget. However, the Department shall make every reasonable effort to secure the proper level of funding for MAXIMUM ASSIGNMENT PERIOD transfers for the appropriate fiscal year; of the appropriated transfer funds, excluding placement of new members, the Department shall expend the majority of appropriated transfer funds on REMOTE transfers.

For purposes of this section, there shall be five types of remote transfers:

Type A – Department of Public Safety employees who transfer to a Remote location on the road system but with State provided housing will receive a Rural Relocation Expense Offset in the amount of $2000.00. The payment will be made in two installments: $1000.00 upon the employee's initial relocation and $1000.00 upon completion of one year of service at the remote location.

Type B – Department of Public Safety employees who transfer to a Remote location that is on the road system but with no State provided housing will receive a Rural Relocation Expense Offset in the amount of $2500.00. The payment will be made in two installments: $1500.00 upon the employee's initial relocation and $1000.00 upon completion of one year of service at the remote location.

Type C – Department of Public Safety employees who transfer to a Remote location not on a road system but with State provided housing will receive a Rural Relocation Expense Offset in the amount of $3500.00. The payment shall be made in two installments: $2000.00 upon the employee's initial relocation to the remote location and $1500.00 upon the completion of one year of service at the remote location.

Type D - Department of Public Safety employees who transfer to a Remote location but not on a road system without State provided housing will receive a Rural

Relocation Expense Offset in the amount of $5000.00. The payment shall be made in two installments; $3000.00 upon the employees initial relocation to the remote location and $2000.00 upon the completion of one year of service at the remote location.

Type E – Department of Public Safety employees who transfer to a Remote location on a 168-hour alternate work period assignment (2 week on/2 week

off work schedule) with State provided housing will not be eligible to receive a Rural Relocation Expense Offset.

D. **NONREMOTE TRANSFERS:**

1) Nothing in this Section precludes transfer between Remote posts based on the provisions of 12.01 and 12.02 after the completion of the minimum of two (2) years since last transfer, or by mutual agreement.

2) Nothing in this Section shall preclude Management's right to transfer a member based on Article 12.02 (F).

12.04 - Rural Duty Extension Incentive Pay

Members electing to extend their rural duty beyond their transfer eligibility at the following locations shall be paid three thousand dollars ($3,000) at the completion of each additional year that they elect to remain at that remote post.

Aniak
Barrow
Bethel
Cantwell
Cold Bay
Cold Foot
Cordova
Craig
Delta Junction
Dillingham
Dutch Harbor
Emmonak
Fort Yukon
Galena
Glennallen
Haines
Healy
Hoonah
Iliamna
Ketchikan
King Salmon
Klawock
Kodiak
Kotzebue
McGrath
Nenana
Nome
Northway
Petersburg
Pt. Alsworth
Sand Point
Sitka
St. Mary’s
Talkeetna
Tok
Unalakleet
Wrangell
Yakutat

Rural Duty Extension Incentive Pay is not available to members working a REMOTE ALTERNATE WORK PERIOD ASSIGNMENT under Article 12.03.

If a geographic differential study changes the geographic differential in an affected area, the parties agree to negotiate the effects.

12.05 - CSO Transfers
When a CSO position becomes vacant, CSO members shall be advised of the vacancy. CSO positions in these locations shall normally be filled by the bid of the senior most qualified CSO. After a vacancy has been filled by member transfer, the Director may opt to backfill the remaining position with a local hire.

When the senior CSO's transfer request is not honored in the filling of the vacancy, a member who makes the request shall be advised in writing of the reasons why his/her request was not granted.

12.06 – Investigator Positions
Vacant positions that management intends to fill as Investigator Positions (subject to Article 15.18) will be filled by notice and competitive recruitment, with all bargaining unit members able to apply by submitting a statement of interest or an application in the form solicited by management. Solicitations will be distributed to all Department of Public Safety employees and the Association and will be open for at least seven (7) calendar days.

If it is determined at any time during a member's first year in an Investigator position that the member cannot satisfactorily perform the Investigator duties, the member may be moved to a Trooper position within the same geographic location.

After successful completion of one year in an Investigator position, members will not be moved out of an Investigator position without being provided reasonable notice of performance deficiencies. However, the merits of removal from an Investigator positions is not subject to the grievance/arbitration process.

12.07 – Assignment and Transfer within Southcentral Region
For the purposes of reassignment and transfer:

1. Palmer/Wasilla and Anchorage are defined as the same geographical area.

2. Anchorage and Girdwood are defined as the same geographical area.

3. Members may be reassigned within either of the geographic areas established in this agreement, provided the reassignment does not require, as reasonably determined by the department and the member, a change in residence address.

4. Members reassigned pursuant to this agreement cannot be subsequently reassigned to a different geographical area than their point of origin (e.g., a member reassigned from Palmer/Wasilla to Anchorage cannot subsequently be reassigned from Anchorage to Girdwood).

5. If a member is reassigned within either of the geographical areas established in this agreement, a vacancy within the same geographic area shall be filled by opening a position for bid pursuant to Article 12.02 (A) or filled with a new hire. If no bids are submitted, the vacancy may be filled by reassignment or opened for volunteers.

6. Reassignments within either of the geographic areas established in this agreement shall not meet the definition of "transfer" in Article 12.03 (A)(3).

7. If a Sergeant position within either of the geographic areas established in this agreement becomes vacant due to a reassignment, a vacancy within the same geographic area shall be filled pursuant to the notice and bid process outlined in Article 12.02 (A) or through promotion.

12.08 – Canine Handler Selection Process

1. New assignments of Trooper canine handlers will be filled by notice and competitive recruitment in accordance with the standards set out by the Department of Public Safety. All eligible bargaining unit members may apply by submitting a statement of interest or an application in the form solicited by management. Solicitations will be distributed to all Department of Public Safety employees and the Association and will be open for at least seven (7) calendar days.

2. If it is determined at any time during a member's first year in a canine handler position that the member cannot satisfactorily perform the duties, the canine handler duties may be discontinued, or the member may be transferred to a position within the same job classification and geographic location.

3. After successful completion of one year in a canine handler position, members will not be transferred out of a canine handler position without being provided with reasonable notice of performance deficiencies. Such removal will be for cause or for legitimate business needs. However, the merits of removal from a canine handler position are not subject to the Grievance/Arbitration process.

4. In the event of a canine is seriously injured, fails to meet quarterly certification standards, or is deemed not a proper fit for the handler, the Commissioner of the Department of Public Safety or their designee may assign a new canine to the previous handler.

5. When a Trooper canine handler resigns, is removed from duty, or if the canine retires from service, then the Department may refill through the selection process.

ARTICLE 13 - EMPLOYEE HOUSING

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

Beginning in the first year of the July 1, 2026, - June 30, 2029, collective bargaining agreement, or prospectively beginning in the pay period starting after receipt of the necessary legislative approval, the following Articles/Sections will not apply: 13.01, 13.02, 13.03, and 13.10. Members who reside in State provided housing will not be responsible for rent or utilities when residing in State housing.

Beginning in the first year of the July 1, 2026 – June 30, 2029, collective bargaining agreement, or prospectively beginning in the pay period starting after receipt of the necessary legislative approval, for moving reimbursements or payments made by the State that are determined to be taxable and reported as taxable compensation for Departmental necessitated transfers, the State will provide an additional payment. The State will determine the 'grossing up' amount in accordance with its practice. This benefit is prospective only.

13.01 - Factors to be Used in Determining Rent
Dwelling units: The following factors are to be used in the rental formula for assessing rental charges for State housing units:

A) Rental Base--The fair market value for an unfurnished rental unit in Anchorage with a particular number of bedrooms as determined by the Department of Housing and Urban Development Fair Market Rent Schedules.

B) Facility Condition--The index of facility condition in terms of "Good," "Fair," or "Poor."

C) Adjusted Rent--The figure derived from application of the facility condition index to the rental base. The adjusted rent figure shall be used for the calculation of the amenities lacking and imposition-on-privacy deductions.

D) Required-to-Live--A deduction of 25 percent of the adjusted rent allowed for protection of property or for the convenience of the State where applicable.

E) Imposition-on-Privacy--A deduction of 10 percent of the adjusted rent allowed for the use of a portion of the facility for State business if applicable.

F) Amenities Lacking--Percentage of the adjusted rent to be deducted due to lack of fire and/or police protection.

G) Geographical Differential--The coefficient used to adjust an Anchorage-based rent to a level appropriate for a specific location outside of Anchorage. See 13.09 for list of coefficients by location.

H) Travel Allowance--Deduction allowed for locations involving unusual transportation costs.

13.02 - Rental Formula

The rental formula is as follows:

[[[((RB X CI) - (AL + IP)) GDF] - TA] RTL] + UC = FCR

or calculated FCR is:

RB
x CI
Subtotal 1

Subtotal 1
- (Sub Total 1 x AL) and (Sub Total 1 x IP) Subtotal 2

Subtotal 2
x GDF
Subtotal 3

Subtotal 3
- TA
Subtotal 4

Subtotal 4
- (Sub Total 4 x RTL) Subtotal 5

Subtotal 5
+ UC
FCR

GDF is the geographic differential factor for a particular location. CI is the facility index:

1.0 Good
0.8 Fair
0.6 Poor

RB is the fair market value for an unfurnished rental unit in Anchorage with a particular number of bedrooms.

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

IP is the deduction for imposition-on-privacy. TA is the allowance for excessive travel.

UC is the utility charge for all units except bunkhouses. FCR is the formula calculated rent.

AND:
Amount of rent to be paid shall be the lesser of the following:

1. 25 percent of a member's gross income (standby and overtime compensation excluded) as an employee of the State of Alaska.

or

2. "FCR" resulting from exercise of formula.

13.03 - Rental Base Schedule

ALL TYPES OF STRUCTURES	NUMBER OF BEDROOMS			
	0	1	2	3 or more
(Mobile Homes, Apartments or Houses)				
FY 2014	$726	826	1036	1492

Rental Base Unit Notes:

1. Units are assumed to be unfurnished. All units are to include one (1) refrigerator, one (1) stove, one (1) washer, one (1) dryer, and window coverings.

2. Units are assumed to be in "Good" condition. A lesser condition shall be compensated for by application of the "condition index."

13.04 - Facility Condition

Condition of state housing units, as a minimum, shall be evaluated by the criteria set forth in the Housing and Urban Development (HUD) section 8 inspection form. State housing units are classified into the following three (3) condition categories:

1. "Good"--Wear and tear may be evident and/or is in need of minor repairs;

insulation for winter use is adequate or heating plant capacity is able to compensate for inadequate insulation; water is reliable, adequate and safe for household use; reliable and adequate electrical service; reliable and adequate fuel available for heating, hot water and cooking needs.

2. "Fair"--Wear and tear is evident and/or unit is in need of significant repair; insulation for winter use is adequate or heating plant capacity is able to compensate for inadequate insulation. The Unit receives a “fail” on some non-cosmetic criteria set forth in the HUD section 8 inspection form, but all essential services (such as heat, water, sewer, electricity or plumbing) are supplied and in good working order. Members living in an unacceptable unit may, with approval from the state or their designee, make reasonable repairs to the unit to return it to an acceptable status. The cost of the repairs (as demonstrated by an itemized list, receipts, and any other relevant documentation) shall be deducted from the member’s rent.

3. "Poor"---Unit is uninhabitable and is in serious need of repair or insulation for winter use is less than adequate. The heating plant is not able to compensate for lack of insulation. For the purposes of this article “uninhabitable” means the unit fails to supply one or more essential service (such as heat, water, sewer, electricity or plumbing) or that the essential service is provided but not in good working order. No member shall be required to live in a “poor” condition unit for more than twenty-four (24) hours.

Any member required to occupy a “poor” condition unit shall be paid per diem for each twenty-four (24) hour period or any portion thereof until moved to a “fair” or better unit.

The state or their designee will make every reasonable effort to evaluate the unit prior to a member occupying it and to ensure it is in acceptable condition. If the condition of the unit degrades while being occupied by a member, the member will notify the state of the change in condition.

13.05 - Required to Live
In cases where the commissioner of a department requests and the Commissioner of the Department of Administration approves a member to occupy any State-owned or State-controlled facility for either the protection of State property or for the convenience of the State a deduction of 25 percent is allowable. In no case shall the total deductions reduce the rental base more than 50 percent.

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

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

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

Distance in Miles, One (1) Way for Surface Travel or Air Travel If Surface Travel Not Available	Maximum Monthly Deduction
Less than 10 miles	No deduction
10 but less than 20	$15.00
20 but less than 30	25.00
30 but less than 40	35.00
40 but less than 50	45.00
50 but less than 60	55.00
60 but less than 70	65.00
70 but less than 90	80.00
90 but less than 110	95.00
110 and more miles	110.00

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

SERVICES	MINIMUM
Medical	Physician, one (1) dentist
Educational	Public elementary and high school (unless transportation is provided without charge, to a borough, or district school)
Shopping	Grocery, drugs, clothing, hardware and general household needs Religious

.....	Congregation of two (2) faiths, or denominations
Public Transportation.....	Connection with at least one (1) major town or city by common carriers (i.e., trucking, airport, bus)

In no case shall total deductions reduce the Rental Base more than 50 percent.

13.09 - Geographic Differential Factors
The geographic differential factor for any particular location will be based on the differential specified for that location in Article 15.04's geographic differential table. Should work stations be established in locations not listed in Article 15.04, the Employer and Association agree to meet to negotiate the appropriate geographic differential factor.

13.10 - Utility Charge
The utility charge shall be two-hundred and fifty dollars ($250.00) per month for all units.

13.11 - Damage Deposit
A damage deposit equal to the first month's rent is required for each unit. Members shall not be held financially accountable for damages caused by "normal wear and tear" during the course of the tenancy.

For the purposes of this agreement, normal wear and tear shall be defined as deterioration that occurs from the normal use of the unit and without negligence, carelessness, accident, misuse or abuse of the premises or contents by the tenant, members of the tenants household, or the tenant's guests and invitees.

The member will not be held financially accountable for any damage noted during the member's initial check in and documented on the Housing Inspection Report. Upon vacating a unit, the member is required to return the unit to the cleaning standard documented upon taking possession of the unit. The member will be responsible for repairing any damage not attributed to normal wear and tear prior to the final inspection being completed.

If the final inspection indicates damage beyond normal wear and tear, the cost of repairs for the damages will be assessed by the state or their designee.

The member shall receive one of the following from the Division of Administrative Services within thirty (30) days of terminating tenancy: (1) A full refund of the damage deposit. (2) A typed, itemized list of accrued rent and/or damages owed by the member, along with any remaining deposit due (if any) to the member.

If the accrued rent and/or cost of repairs for the damages exceeds the damage deposit, members may arrange a payment plan within 30 days of receipt of an invoice through one of the following options: (1) pay in full by personal check or money order; any combination of a personal leave cash-in and/or a series of payroll deductions; or any

combination of options (1) and (2).

If the accrued rent and/or cost of repairs for the damages exceeds the amount of the member's deposit and the member disputes the additional charges, the state or their designee may seek compensation via a civil court action against the member.

13.12 - Payroll Deductions; Disputed Amounts
Members are responsible for ensuring timely payment of rent and utilities. Such payments shall preferably be paid by payroll deduction. If a dispute between the State or their designee and a member develops concerning the unit's condition as provided for in Article 13.04, payment shall continue until the dispute is resolved or the member transfers to a different position. When a settlement is reached the disputed funds shall be disbursed appropriately.

13.13 - Bunkhouse Rental Rates
The standard bunkhouse room rental rate shall be one hundred dollars ($100.00) a month for each occupant.

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

13.14 - Pet Limitation
Member occupants that own pets shall ensure that pets are not nuisances and do not create unsanitary conditions in/around quarters. All pets must be leashed or otherwise under direct control of their owners while on State-owned or State-controlled premises. The number of pets may be limited by the non-state landlord or leasor. Ownership of kennels, dog teams, livestock, horses and other exotic pets is prohibited on State- owned or State-controlled premises. Owners of pets are responsible and liable for injury, damage or loss caused by their pets in accordance with Article 13.12.

13.15 – Member's Right to Privacy
It is in the interest of the State of Alaska and the member to establish a clear delineation between work and home. Disputes concerning rent, security deposits, damage, unit assignment, etc. will be routed through the Division of Administrative Services' property manager.

Contractual violations of Article 13 that are grieved will be entered at Step 3 in the grievance process.

ARTICLE 14 - LEAVES OF ABSENCE FOR PERMANENT EMPLOYEES

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

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

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

1) If the member has less than two (2) years of service: 7:23 per pay period for a total of 192 hours per year.

2) If the member has two (2) but less than five (5) years of service: 9:13 per pay period for a total of 240 hours per year.

3) If the member has five (5) but less than ten (10) years of service: 11:04 per pay period for a total of 288 hours per year.

4) If the member has ten (10) or more years of service: 12:55 per pay period for a total of 336 hours per year.

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

1) If the member has less than two (2) years of service: 6:27 per pay period for a total of 168 hours per year.

2) If the member has two (2) but less than five (5) years of service: 8:04 per pay period for a total of 210 hours per year.

3) If the member has five (5) but less than ten (10) years of service: 9:41 per pay period for a total of 252 hours per year.

4) If the member has ten (10) but less than fifteen (15) years of service: 11:18 per pay period for a total of 294 hours per year.

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

C. Accruals for less than a pay period shall be prorated.

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

D. All accrual rate changes shall become effective on the day in which the service requirement has been met.

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

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

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

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

Personal leave accrued but not used shall accumulate until separation, however, at least eighty (80) hours of personal leave must be used each leave (calendar) year except that employees exempted from 14.01 (G) of this Article must use one hundred and twenty (120) hours each full year.

If the member is denied the use of the required hours of personal leave in any full leave year, the member shall be entitled to payment for the unused portion. This payment shall be at the rate of one and one-half (1 ½) times the member's hourly rate and shall be included in the first (1st) regular pay following the close of the leave year in which the denial occurred. The period of time for which payment is made shall be deducted from the

personal leave balance. It is understood that, should the member take no action to schedule the required hours of personal leave, the State may direct that he/she take the personal leave at any time to satisfy the requirement. If the member does not take the scheduled leave, the member shall be entitled to payment for the unused portion. This payment shall be at the member's annualized hourly rate. The period of time for which payment is made will be deducted from the member's personal leave balance.

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

G. Maximum Accumulation of Leave. Effective December 16, 2014, personal leave accrued but not used shall accumulate to a maximum of one-thousand and five hundred (1,500) hours on December 15 of any calendar year. A department head may permit an employee to carry over more than one-thousand and five hundred (1,500) hours of accrued personal leave if the employee was unable to reduce his/her accrued hours because the member: (1) was required to work as a result of fire, flood, or other extensive emergency; or (2) was assigned work of a priority or critical nature of a period of time.

By June 1 of each calendar year, those employees whose personal leave balance exceeds, or could exceed by December 15, the personal leave accumulation maximum of one-thousand and five hundred (1,500) hours must submit to their supervisor for approval a plan to use personal leave to bring their balance below the accumulation maximum. If the employee fails to submit a plan, or adhere to an approved plan, the employee's division director will order the employee to take sufficient personal leave to reduce the employee's balance or potential balance on December 15 below the accumulation maximum. If the member does not take the scheduled leave, the member shall be entitled to payment for the unused portion. This payment shall be at the member's annualized hourly rate. The period of time for which payment is made will be deducted from the member's personal leave balance.

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

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

H. Terminal Leave: A member shall receive a lump-sum payment of unused

personal leave upon separation from State service. The lump sum payment shall be calculated using the total number of accrued and unused personal leave hours converted to the employee's hourly rate of pay on the date of separation. The medical leave bank balance shall be automatically canceled without pay except in case of death of a member who, at the time of his/her death, is a bargaining unit member. All unused medical leave shall be paid to his/her beneficiary in a lump sum. Unused compensatory leave will be paid out at the employee's current hourly rate of pay at the time of separation.

I. Movement from the Unit: If a member transfers to a position outside the bargaining unit without a break in service, the rules or contract provisions that apply to the position to which they transfer will apply. If the member transfers to a bargaining unit that has a maximum accrual of annual leave, he/she shall be credited up to the maximum annual leave allowed in his/her new position by virtue of transfer of personal leave earnings. Any leave remaining after the transfer of the maximum allowed shall be paid to the member.

J. Funeral Leave: If a death occurs among members of a member's immediate family, the member shall be excused from work to attend the funeral and make other necessary arrangements from the day of death until the day after the funeral, but not more than a total of five (5) days (not more than a total of ten [10] days if circumstances require the member to leave the State of Alaska). The funeral leave time shall be deducted first from personal leave and then from banked sick leave. Use of additional personal leave may be granted at the Employer's discretion.

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

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

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

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

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

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

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

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

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

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

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

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

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

The first (1st) day of accrued personal leave of all new bargaining unit members shall be

transferred to the Association Leave Bank. Upon request from the DPS Chapter President of the Public Safety Employees Association, the Employer shall transfer up to eight (8) hours from each bargaining unit member's personal leave account to the Association Leave Bank. Such deductions do not reduce the amount of personal leave use required by 14.01 (D).

The Association agrees that it shall not use the Leave Bank for any purpose other than bona fide Association business. The Association further agrees that the Leave Bank balance is not returnable to personal leave accounts, not transferable to successor bargaining agents and has no cash value upon de-certification. Notification of absences from duty for business leave shall be made to the appropriate management level as designated in writing by the Employer. Association business leave will be noticed as much in advance as is practicable. Requests for absences for Association business shall not be unreasonably denied.

14.06 - Administrative Leave

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

A. Pre-induction physical examination as ordered by the U.S. Selective Service System.

B. Time necessary for grievance administration up to one hundred and fifty (150) hours, the allocation to individual Association representatives to be at the discretion of the Association. The Association shall furnish the State reasonable advance notice when a member is to be absent from his/her station for the purpose of grievance administration.

C. When appropriate during a transfer for the purposes of house hunting and moving according to the State Administrative Manual and Article 12.02 (E).

D. A leave of absence for up to twelve (12) consecutive months from the date of initial injury/illness for a member who has suffered an illness or injury in the line of duty that would normally qualify them for Workers' Compensation. In such instances, the member may be assigned work at the discretion of the Department providing such work assignment does not adversely affect the nature of the illness or injury. Should it be determined the member shall not be eligible to return to full duty and applies for retirement, and retirement is granted prior to the twelve (12) months expiration of administrative leave, the Department's obligation under this provision shall then be nullified. It is the intent of this provision that a member would not be eligible to receive lost wage compensation from Workers' Compensation for that period of time covered by Administrative leave. However, in the event the member does receive lost wage compensation for that period of time covered by Administrative leave, such payment shall be submitted to the Department. In extraordinary circumstances, the parties may mutually agree to modify

the provisions of this section. This provision does not apply to probationary recruit employees in training at the academy. These employees, however, shall be subject to eligibility of the Alaska Workers' Compensation Act.

14.07 - Recruitment Incentive Leave

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

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

ARTICLE 15 - WAGES

15.01 - Scope of the Bargaining Unit

The Public Safety Officers Unit consists of the following job classifications:

Sergeant, P.S.
Corporal, P.S.
State Trooper
Court Service Officer
State Trooper Recruit
Deputy Fire Marshal I/II

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

15.02 - Salary Schedule

A. Pay Increments

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

If a pay increment is delayed due to an untimely performance evaluation, upon receipt of the evaluation with an annual rating of "acceptable or better", the pay increment will be granted retroactive to the employee's pay increment anniversary date.

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

B. Wages

1. For members in the State Trooper job class series:

   Effective July 1, 2026, the wage schedule in effect on June 30, 2026 shall be increased by four percent (4%).

   Effective July 1, 2027, the wage schedule in effect on June 30, 2027 shall be increased by three percent (3%).

   Effective July 1, 2028, the wage schedule in effect on June 30, 2028 shall be increased by eight percent (8%).

2. For members in the Court Services Officer and Deputy Fire Marshall job class series:

   Effective July 1 2026, the wage schedule in effect on June 30, 2026 shall be increased by four percent (4%).

   Effective July 1, 2027, the wage schedule in effect on June 30, 2027 shall be increased by three percent (3%).

   Effective July 1, 2028, the wage schedule in effect on June 30, 2028 shall be increased by eight percent (8%).

3. Salary schedules are maintained at the Department of Administration website.

4. Assigned Training Pay – For members attending the ALET Academy or a Lateral Academy Program, and Court Services Officers attending their initial training program, the following conditions shall apply.

   a. The hourly rate of pay shall be computed by the following formula: Hourly

      rate x .4256 = basic training rate of pay.

      Members shall be paid as follows:

      a) Regular Duty Day: The member shall be paid eight (8) hours at straight-time and four (4) hours at the time and one-half (1½) rate of the basic training rate of pay; and

      b) Regular Day Off (Sixth [6th] and Seventh [7th] Day) and Non-floating Holiday: The member shall be paid eight (8) hours at the time and one-half (1½) rate of the basic training rate of pay.

   b. Members shall be assigned an uninterrupted and unpaid sleep period in compliance with Fair Labor Standards Act.

15.03 - Education Incentive Premium Pay

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

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

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

15.04 - Geographic Differential

Duty Station	Percentage Above Basic Pay Plan for Fiscal Years 201-2017
Ambler	60%
Anchor Point	0%
Anchorage	0%
Anchorage Intl. Airport	0%
Aniak	50%
Anvik	50%
Auke Bay	5%
Barrow	50%
Bethel	50%
Camp Carroll	0%
Cantwell	15%
Chena River	3%
Chignik	50%
Chitina	0%
Cold Bay	50%
Coldfoot Camp	37%
Cooper Landing	0%
Cordova	11%
Deadhorse	50%
Delta Junction	15%
Denali	0%
Dillingham	37%
Douglas	5%
Dutch Harbor	60%
Eagle	0%
Eagle River	0%

Eielson AFB	3%
Elfin Cove	0%
Elmendorf AFB	0%
Emmonak	50%
Fairbanks	3%
Finger Lake	0%
Fort Richardson	0%
Fort Wainwright	3%
Fort Yukon	37%
Galena	37%
Girdwood	0%
Glennallen	11.25%
Gustavus	0%
Haines	7.5%
Harding Lake	3%
Healy	15%
Homer	0%
Hoonah	7.5%
Hooper Bay	50%
Iliamna	50%
Juneau	5%
Kenai	0%
Ketchikan	7.5%
Kiana	60%
King Cove	50%
King Salmon	50%
Kodiak	11%
Kotzebue	60%
Kulis ANG Base	0%
Mackenzie Point	0%
Matanuska	0%
McGrath	37%
Mount Edgecumbe	5%
Nancy	0%
Nenana	3.75%
Ninilchik	0%
Nome	37%
Northway	18.75%
Palmer	0%
Pelican	0%
Petersburg	7.5%
Point Alsworth	50%
Port Moller	50%
Prince of Wales	11.25%
Saint Marys	50%

Sand Point	50%
Selawik	60%
Seward	0%
Sitka	5%
Skagway	0%
Soldotna	0%
Sterling	0%
Sutton	0%
Talkeetna	3.75%
Tazlina	0%
Tenakee Springs	0%
Togiak	50%
Tok	15%
Unalakleet	50%
Unalaska	60%
Valdez	11%
Wasilla	0%
Whittier	0%
Willow	0%
Wrangell	7.5%
Yakutat	7.5%

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

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

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

15.05 - Shift Differential

A. Swing Shift: Notwithstanding (c) below, all members while assigned to a shift that begins between 12:00 noon and 7:59 p.m. shall be paid an additional amount that equals 3.75 percent above their regular rate for all hours so worked.

B. Grave Shift: Notwithstanding (c) below, all members while assigned to a shift that begins between 8:00 p.m. and 3:59 a.m. shall be paid an additional amount that equals 7.5 percent above their regular rate for all hours so worked.

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

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

E. All members who work a “relief” shift, i.e., one in which the starting time varies throughout a workweek encompassing more than one shift, e.g., two “day” shifts/two “grave” shifts/one “swing” shift in an eight (8) hour shift schedule, shall be paid the highest differential worked that workweek in addition to their base wage rate for all hours worked, regardless of the time any shift begins.

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

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

15.06 - Holiday Worked

When a member is required to work on his/her designated non-floating holiday, he/she shall be paid at the rate of one and one-half (1 1/2) times his/her regular pay in addition to being paid for the holiday.

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

15.07 - FTO/OIC Differential

A. Department of Public Safety

1) A member assigned to Field Training Officer (FTO) duty shall receive a pay differential of seven and one-half percent (7.5%) of the member’s regular hourly rate for each hour worked in that capacity.

2) A member assigned by the supervisor to Officer-In-Charge (OIC)

duty shall receive a pay differential of five percent (5%) of the member's regular hourly rate for each hour worked in that capacity. This differential shall apply only to members when supervising other members of equal or higher rank, or to State Troopers supervising Court Services Officers.

3) A member shall receive a pay differential of 3.75% of the member's regular hourly rate when assigned supervisory functions over non-members for a duration of thirty (30) days or more and shall be considered an OIC.

4) Differentials in #2 and #3 above can not be compounded.

B. When a Department of Public Safety member is simultaneously assigned to FTO and OIC duties, the member shall receive a pay differential of ten percent (10%) of the member's regular hourly rate for each hour worked in those capacities.

C. Nothing in this section precludes eligibility for other premium pay.

15.08 - Standby

Members may be required to be available for standby duty. In such instances, the members' names shall be placed on a standby roster for the designated period of time of such requirement. Assignments to a standby roster shall be equitably rotated among members normally required to perform the anticipated duties. Except during emergencies, standby shall not be assigned during a member's RDOs.

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

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

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

15.09 - Recall

A. If a member is recalled to work after the completion of his/her regular shift, the member shall be paid a minimum of three (3) hours pay at the appropriate overtime rate, provided that should total call-back hours worked exceed three (3), the member shall receive pay at the appropriate overtime rate for all such hours worked. "Recall" shall be defined as the notification of a

member after completion of his/her regular shift and having left the premises of the Employer and the requirement that he/she report for duty at a time prior to the commencement of his/her next scheduled shift and not connected to the next shift.

B. A recalled member who works less than three (3) hours shall not be assigned "make work" in an effort to fill in the minimum guarantee. However, the Employer may assign a member to handle an emergency within three (3) hours of the initial recall without incurring a second minimum guarantee, even where the member has left the workplace.

C. The recall provisions above do not apply in the following cases:

a. If the additional work assignment has been scheduled prior to the member's leaving the work site at the end of the shift;

b. If the member has volunteered to be called for overtime during a specified pay period;

c. If the member is not required to report to a workstation or other location in order to perform the work.

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

D. If a member is required to attend court, a staff meeting or FTO meeting on their Regular Day Off (RDO), or outside their scheduled work hours (and not connected to the member's shift), that member will be paid a minimum of three (3) hours pay at the appropriate overtime rate, provided that should the total hours worked exceed three (3), the member shall receive pay at the appropriate overtime rate for all such hours worked.

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

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

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

For flexible shift schedule posts, calls received during other than sleep hours shall count toward the workweek requirement. “Telephone call” hours during a sleep period shall not be credited toward the forty (40) hour workweek requirement.

Telephone call pay shall not be pyramided.

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

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

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

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

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

15.13 - Flexible Schedule – Intent Language
The intent of a flexible schedule workweek is for the employee to address his/her work schedule throughout the workweek to accommodate the work load, such as an extended number of hours to be worked during a village visit or complex investigation. It is

acknowledged that during the course of a flexible schedule workweek, hours worked earlier in the week may cause a decision to be made by a supervisor as to whether overtime is necessary to complete the employee's scheduled workweek, or whether the employee is going to take the rest of the workweek off in conjunction with his/her RDOs. It is not the intent of a flexible schedule to allow the Employer to split shifts or shorten a shift in the middle of the week for a planned event, unless it is mutually agreed upon with the employee.

It is the intent of a flexible schedule that an employee advise his/her supervisor of the status of his/her shift or hours remaining in a workweek so that his/her supervisor can plan for coverage later in the employee's workweek as necessary. Employees on a flexible schedule shall normally be in contact with their supervisor when it is apparent the normal workweek is changing. In any case, the employee should be in contact with the supervisor when they reach 32 hours and it is apparent that the 40-hour workweek shall be complete prior to the end of the member's scheduled workweek, unless other arrangements are in place for supervisor notification. This is to ensure that a supervisor can assign overtime or elect to re-schedule other employees to cover the needed shifts or standby time.

Nonscheduled or Flexible Scheduled Posts

(This Section only applies to Alaska Wildlife Troopers and members within the Statewide Drug Enforcement Unit).

The Employer reserves the right to designate posts and assignments as being on a "flexible schedule." The workweek for these posts and assignments shall be based on a total workweek of forty (40) hours rather than the normal daily schedule. Paid leave and non-floating holidays shall be considered as pay status.

Members stationed at nonscheduled posts and the detachment/bureau Commander, or designee, shall mutually agree on a flexible schedule that shall specify the workdays and the workweek. Seniority shall be considered when determining schedules and RDOs. The member shall complete forty (40) hours in pay status each workweek. These hours are to be completed within a forty (40) hour workweek beginning on the first (1^{st}) day following his/her regularly scheduled days off.

Each agreed-upon schedule shall be in writing, and shall state:

1. The member's normal and anticipated hours of work for each workday. It shall also specify the member's "sleep hours."

   "Sleep hours" are those eight (8) consecutive hours that a member shall not normally be interrupted by a call to duty.

2. The member's normal and anticipated workdays for each workweek.

3. The member's normal and anticipated consecutive regular days off.

4. The member's normal and anticipated workweek. The first (1st) workday of the workweek shall be the first (1st) duty day after the normal and anticipated scheduled regular days off. If no workweek is designated, the workweek shall be Sunday midnight to Sunday midnight.

5. A provision for the authorization and utilization of overtime for all hours in pay status beyond forty (40) hours within a workweek.

6. A provision for the authorization and application of "recall." For the purposes of this Agreement, "Recall" for a member on a flexible schedule shall be treated as follows:

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

7. The duration of the agreed-upon flexible schedule that shall not be less than one (1) workweek.

8. A procedure for the termination or modification of the agreed-upon schedule, with not less than seven (7) calendar days written notice by either party.

9. Flexible schedules shall be reviewed at a minimum of every six months. The review shall be initiated when management instructs the member to propose a new flexible shift schedule, or when the member requests a new schedule be negotiated and submits a proposal. The member may submit the current flexible shift schedule. The member and the designated supervisor shall meet within seven (7) days of the submission of the proposed schedule to discuss any changes and determine if a schedule can be agreed upon.

10. Should the member and the designated supervisor be unable to agree upon a new flexible shift schedule, the member shall remain on his /her previous flexible shift schedule until the dispute is resolved. The first level of review

for a disputed flexible shift schedule shall be the Detachment/Bureau Commander. If the dispute is not resolved at that level, it shall be submitted to an Independent Review Board consisting of one member appointed by PSEA, one member appointed by the Department and one member agreed upon by the two review board members.

A copy of each flexible schedule initiated shall be forwarded to the Association business office within three (3) working days of the date on which it is signed.

Shift differential pay for the normally scheduled flexible workday shall be in accordance with Article 15.05. However, hours worked outside the normally scheduled flexible workday shall receive the appropriate shift differential for the time the work was performed.

15.14 - Workweek

A. The normal workweek shall consist of forty (40) hours in pay status from Sunday midnight to Sunday midnight within a maximum of five (5) days or eighty (80) hours bi-weekly, including a paid lunch period of one-half (½) hour for days worked less than 12 hours or two one-half (½) hour lunch periods for days worked more than 12 hours. The work schedule shall be no more than five (5) work days with no less than two (2) consecutive days off. Unless the member is on layoff or on leave without pay, the member is guaranteed a forty (40) hour workweek or 80 hours bi-weekly provided he/she is ready, willing and able to work.

B. Members shall receive overtime for all hours in pay status over the member's normal scheduled work day. Overtime shall be paid at one and one-half times (1 ½) of the member's regular hourly rate for all hours authorized in pay status. Overtime shall not be pyramided.

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

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

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

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

15.15 - Continuous Hours of Work

If a member is assigned by the Employer and is required to work in excess of sixteen (16) continuous hours, except Sea Duty, those hours in excess of sixteen (16) continuous

hours shall be paid at double-time.

15.16 - Sea Duty Pay

This Section shall apply to members who are assigned to Sea Duty for more than twenty-four (24) consecutive hours.

A. Members on Sea Duty shall be assigned an uninterrupted sleep period of eight consecutive hours in each 24 hour period when practicable.

B. An uninterrupted meal period shall be allowed for each meal, not to exceed three (3) meals per day.

C. The hourly rate of pay while assigned to Sea Duty shall be computed by the following formula:

0.367 x annualized hourly rate = Sea Duty Hourly Rate of Pay

D. All hours of Sea Duty shall be considered hours worked, therefore on:

1. Regular Duty Day: The member shall be paid eight (8) hours at the straight rate and sixteen (16) hours at the time and one-half (1½) rate of Sea Duty Hourly Rate of Pay; and

2. Regular Day Off (Sixth [6th] and Seventh [7th] day) and Non-floating Holiday: The member shall be paid eight (8) hours at the time and one-half (1½) rate and sixteen (16) hours at the double time rate of the Sea Duty Hourly Rate of Pay.

E. For Sea Duty credited for one, two, three, or four consecutive days, ten (10) hours per day for each day of Sea Duty shall be credited towards fulfilling the minimum workweek/work period and towards the workweek/work period overtime threshold.

For each thirty (30) days Sea Duty, the member shall be provided with ten (10) days of Shore Duty. When assigned to Shore Duty, members shall revert to the standard provisions of this Agreement.

The normal accrual rate for personal leave and credit for non-floating holidays shall not be changed by this Section.

Sea Duty Hourly Rates of Pay shall not be used in the computation of overtime rates when the member is not assigned to Sea Duty. Overtime pay during a workweek that includes Sea Duty shall be paid on the basis of the work performed during the overtime hours in accordance with 29 CFR Sec 778.419.

15.17 - Village Visits and Field Remain Overnight (RON)

Uniformed members assigned to a village visit RON shall receive standby pay in addition

to each assigned duty pay. This section does not apply to SERT members who RON while working on a specific case or assignment.

Members assigned to Field RON for AWT shall receive at least two (2) hours of time worked at the rate of one and one-half (1.5) times the regular rate of pay in addition to each regularly assigned duty day. This time worked at the rate of one and one-half (1.5) times the regular rate of pay will not count towards the forty (40) hour flex threshold unless agreed to by the member.

15.18 - Investigator Assignments

A Trooper, Range 77 who is selected for an Investigator position shall be paid for all subsequent days at the Range 78 at their current step. Management shall review the delegated authority after a Trooper, Range 77 has been paid to perform as an investigator for a year and after each one year interval thereafter. Members promoted to another position directly from the investigator assignment shall have their promotion placement based on their current rate of pay as an investigator. Upon commencement of the duties of their regular position, the member shall return to their normal rate of pay.

15.19 - Master & Mate Pay

A classified Trooper, Range 77, or a classified Corporal, Range 78, who has received written delegation from the Division Director and performs the duties of any of the positions listed below, shall be paid for all hours of compensation in accordance with the pay differential applied to the appropriate hourly rate of pay as specified below. This pay differential applies only to employees specifically designated as a Master or Mate and during the time that they are assigned as a Master or Mate.

SPECIAL DUTY	VESSEL SIZE	PERMANENT RANK	PAY DIFFERENTIAL
Master	100+ ft	Corporal	3.75%
Master	100+ ft	Trooper	7.5%
Mate	same	Trooper	3.75%
Master	65-99 ft	Trooper	3.75%

A Trooper, Range 77, performing the duties of a Master or Mate, is not eligible for OIC differential pay.

15.20 - Acting in a Higher Classification

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

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

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

15.22 - Diver Premium Pay
A member assigned as a department diver shall receive a five percent (5%) premium pay in addition to their regular rate of pay for all hours worked while actually engaged in diving activities or while training or preparing for diving activities.

15.23 – Motor Unit on Highway Premium Pay
All members who are designated as current authorized Department of Public Safety motorcycle operators shall receive a pay differential of five percent (5%) of their regular hourly rate for all hours worked while actually riding, either in patrol or during training exercises.

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

15.25 - Explosive Ordinance Disposal (EOD) Premium Pay
All members who are designated as current certified EOD technicians shall receive a pay differential of 5.0% of their regular hourly rate for all hours worked while actually engaged in explosive ordinance disposal activities, including training.

15.26 - Pilot Flight Time Premium Pay
All members who are designated as current authorized Department of Public Safety pilots shall receive a pay differential of 5.0% of their regular hourly rate for all hours in work status. This applies only to those members on active flight status.

None of the above aforementioned premium pays may be compounded or pyramided unless specifically identified above.

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

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

A member who is appointed to a position in a lower job classification not in the same,

parallel, or closely related class series shall be paid at the step in the range of the lower job class that best reflects the earned step based on creditable State service. The member shall serve a new probationary period in the lower class and shall have a new merit anniversary date established.

15.29 Two Week x Two Week (168 Hour) Work Periods

Management may designate posts or positions as being staffed on the basis of a 14-day (168 working hour) work period. The following terms and conditions apply to the 168- hour alternate work period schedules described below:

1. The assigned work schedule, as reflected on an assignment worksheet, will consist of fourteen (14) consecutive working days of 12-hour shifts for a total of one hundred sixty-eight (168) hours in pay status, followed by fourteen (14) consecutive days off. The work period will include a one-half (.5) hour paid lunch break approximately half way through each work shift. Unless on layoff or on leave without pay, the members shall be guaranteed a full work period, provided they are ready, willing, and able to work. In accordance with Article 6, Management reserves the right to make final determinations concerning scheduling.

2. If a holiday falls on the member's regularly scheduled day off, the member shall receive payment for the holiday for eight (8) hours at the straight-time rate provided the member was in pay status on the member's last scheduled workday prior to the holiday and the member's first scheduled workday following the holiday. Such holiday pay does not count for the purpose of fulfilling the work period.

3. A member who accepts another position with the Employer will have their step placement determined based on the regular rate of pay for their position, not an "override rate" granted by this Agreement.

4. Members shall receive overtime for all hours in pay status which exceed twelve (12) hours per day. Overtime shall be paid at one and one-half (1½) times of the member's regular hourly rate for all hours authorized in pay status. Overtime shall not be pyramided.

5. Shift assignments will be rotated by one week each calendar year, upon mutual agreement of the member and Management. The state will not pay overtime to members when effectuating the regularly scheduled shift changes.

6. The Employer will provide round-trip transportation to the Duty Station from an assigned departure point: Kenai, Anchorage, or Fairbanks. Members are responsible for reporting to their departure point for travel to their duty station. Members will be authorized up to three (3) pieces of luggage without prior supervisory approval. Members recalled to work on their regular days

off, including for court, will be provided round-trip transportation from their assigned departure point. Members are cautioned that Employer provided transportation may be considered by the Internal Revenue Service to be a taxable benefit and could be reported as such.

7. The duty station shall be the post designated by management on the attached assignment worksheet. The Geographic Differential for each position will be one-half of the applicable Geographic Differential outlined in Article 15.04.

8. The department agrees to move members placed on this agreement out of their current state housing unit (if applicable) to an urban location at or near a departure point, including the following locations: Anchorage, Fairbanks, Kenai, Palmer, or Wasilla. If the member wishes to further relocate their residence while working under this alternate work schedule, all moving costs will be at their own expense.

9. Members will reside in employer provided housing but not be responsible for rent or utilities while on this schedule. Article 13.11 will apply except that the required damage deposit will be equal to one-half of the formula calculated rent under 13.02 for employer provided housing. Members will not receive per diem in their duty station or while at their assigned departure point.

10. A member who is assigned to remain at the duty station and work on their Regular Days Off (RDOs) shall receive time and one-half (1½) premium pay for all hours worked on their RDOs regardless of the number of hours worked during their regularly scheduled work period. Under normal circumstances, they will be assigned to an 8-hour shift with 2 hours of hold over straight pay.

    If a member cannot be returned to their assigned departure point due to reasons beyond their control (e.g. flight delays due to weather or mechanical issues) and must remain in the duty station on their RDO, the member shall be placed on standby and receive RDO standby pay until they return to their assigned departure point, or until they are relieved on location. Additionally, members will be entitled to Recall and Telephone Calls pursuant to Articles 15.09 (A) and 15.10. The pay shall not pyramid when the member is otherwise eligible for overtime premium pay by other operation of law or contract.

11. If a member is voluntarily assigned to a duty station outside of the duty station for their regularly assigned shift, or volunteers for overtime during their scheduled weeks off and must work in a different location, the member is not entitled to a geographic differential for all hours worked in the other location. It is the responsibility of the member to document on their timesheet that the work was performed voluntarily in a different location.

If, through no fault of their own (i.e. inclement weather, involuntary assignment, etc.), a member is unable to return to the duty station for their regularly assigned shift, and is assigned work in a different location, or is assigned overtime during their scheduled weeks off and must work in a different location, the member will be entitled to the reduced geographic differential established under Subsection I, above, for all hours worked in the other location.

ARTICLE 16 - HOLIDAYS, RELIEF PERIODS, AND LUNCH BREAKS

16.01 - Observance of Holiday

With the exception of floating holidays, a designated holiday shall normally be observed on the calendar day on which it falls, except that if a holiday falls on a member's first (1st) RDO, the preceding workday shall be the designated holiday. When a holiday falls on a member's second (2nd) or third (3rd) RDO, the following workday shall be the designated holiday. Requests to observe holidays on a separate day shall not be unreasonably denied. However, another mutually agreed day within thirty (30) days of the holiday may be taken instead of those designated herein. Holidays which cannot be observed within this thirty (30) day period shall be reported by the member to payroll.

16.02 - Relief Period

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

16.03 - Lunch Break

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

ARTICLE 17 - PAY PRACTICES

17.01 - Payday

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

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

B. The parties recognize that the State payroll system rounds payroll calculations to four decimal places. Therefore, calculations using rates in

the Collective Bargaining Agreement may result in penny rounding differences. The parties accept that these differences do not require further payroll adjustments that would cause the employee to pay back penny rounding differences or for the Employer to add penny rounding differences to an employee's pay.

17.02 - Method of Receiving Payment

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

A. Members may have their pay mailed to their workstation. However, electronic direct deposit to a bank account shall be the preferred method of receiving payment.

B. Members who are not at the normal duty station by reason of being on leave or being on travel status for a period anticipated to be seven (7) days or less following payday shall be considered to have been paid in a timely manner if they receive their pay on their first (1st) day back at their duty station after such payday. In cases where anticipated leave or travel status exceeds seven (7) days, it shall be the responsibility of the member to make alternative pay arrangements prior to departure.

C. All checks mailed shall be considered paid timely if postmarked by payday.

D. The Payroll Report is submitted by the member whenever possible. Should the Employer question the accuracy of the report, the Employer has the right to correct or disapprove portions of it. Members shall have access to view their payroll reports, including any portions which are corrected or disapproved.

17.03 - Pay Shortages

A. The Bargaining Unit member will notify the Employer of the pay shortage, in writing, using the Employer's Notice of Pay Problem (NOPP) form, within twenty (20) working days from the day the Bargaining Unit member receives the payment.

B. The Employer will respond to the NOPP, in writing, within twenty (20) working days following the receipt of a written NOPP. In the event a pay shortage is determined to exist, the Employer will issue payment for the shortage within twenty (20) working days of the date of verification (response to the NOPP). Verified pay shortages of less than one hundred dollars ($100) will be paid on the Bargaining Unit Member's next regularly scheduled paycheck. In the event a pay shortage greater than one hundred dollars ($100) is not paid withing fifteen (15) working days of the verification of a pay shortage, the penalties set forth shall apply

C. If the Bargaining Unit Member does not receive the payment on payday or within twenty-four (24) hours of the close of business on payday, the Bargaining Unit Member shall be entitled to penalty pay of forty dollars ($40.00) for every day thereafter that the check is late, provided the Bargaining Unit Member files notice with the Employer within the next regular day of business on forms provided by the Employer. Failure to provide notice to the Employer within the specified time period will forfeit claim for penalty pay until such notice is given. No payment of penalty pay on a single claim shall exceed forty dollars ($40.00) per day nor total more than four hundred dollars ($400.00). No penalty pay is due for pay shortages that are the result of incorrectly completed timesheets, late timesheets, incomplete timesheets or illegible timesheets.

D. For the purpose of this Article, leave will be considered as pay if the employee correctly completes their timesheet and the State inadvertently deducted leave.

E. The NOPP process is not for pay issues involving matters of contract interpretation. If an NOPP is filed relating to a matter that should have been reasonably filed under Article 10, then no penalty pay shall be issued.

17.04 - Overpayments

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

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

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

17.05 - Itemized

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

17.06 - Payment on Separation

When a bargaining unit member is separated from state service, his/her wages and terminal leave become due immediately and shall be paid within three (3) days.

All State property shall be returned, or reimbursement shall be provided, on the effective date of separation.

ARTICLE 18 - LAYOFF/REHIRE

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

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

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

ARTICLE 19 - PROBATION, EVALUATION AND SEPARATION

19.01 - Probation for Permanent Employees

State Trooper Recruits shall serve an initial probationary period in accordance with the statutory Alaska Police Standards Council (APSC) regulations; however, in no event shall this probationary period be less than 12 months A Pre-Academy Trooper Recruit shall be a probationary employee upon hire and for an additional no less than 12 month probationary from the start date of the full ALET Academy. There shall be no probationary period after promotion from State Trooper Recruit to State Trooper. Court Services Officers shall serve a probationary period of twelve (12) months. Deputy Fire Marshalls shall serve a probationary period of twelve (12) months. (If a DFM 2 has previously served 12 months as a DFM 1, then a secondary probationary shall not be required)

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

19.02 - Performance Evaluation

A. Members in this bargaining unit on probationary status shall receive semiannual written evaluations. Members in permanent status shall receive annual evaluations that shall be reviewed by the rater with the member.

B. Nonpermanents in the bargaining unit employed for more than thirty (30) consecutive days shall receive a written evaluation that shall be reviewed by the rater with the nonpermanent. The evaluation is to become a part of the nonpermanent's records.

C. **Evaluation Rebuttal:**
An employee who disagrees with any written performance evaluation may, within thirty (30) calendar days of discussing the evaluation with the raters and prior to the finalization of that evaluation, make a written rebuttal. The responses can reflect a “no comment” or a detailed account of the matter as viewed by the member. Such responses shall, in all cases, be considered a permanent part of the evaluation.

D. A member, other than nonpermanent, not satisfied with his/her performance evaluation may request his/her evaluation be reviewed by the Division Director. Any decision reached by the Reviewer shall be the sole remedy, except that procedural discrepancies and alleged arbitrary or capricious actions shall be grievable/arbitrable.

19.03 - Merit Increases

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

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

19.04 - Discharge Notification

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

19.05 - Resignation Notification

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

ARTICLE 20 - UNIFORMS AND CLEANING ALLOWANCE

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

	State Troopers		Court Services Officers	Deputy Fire Marshal
Shirts	3		3	3
Trousers	3		3	3
Ties	3		3	3
Rain Gear	1		1****	1
Hat	1		1	2
Hat Cover	1		1	0
Flotation Jacket	1****			1****
Soft Body * Armor Vest	1*		1*	1*
Parka	1		1****	1
Utility Jacket	1 or 2**		2	2
Coverall (Fire Retardant)	1 or 0**			1
Winter Hat	1			1
Bunker Gear w/ Helmet				
Concealment Holster				1

The parties will confer and mutually agree by no later than January 1, 2018 regarding the Deputy Fire Marshal field gear to be furnished.

A flight helmet and a Nomex flight suit shall be issued to pilots.

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

** Members may choose either two (2) utility jackets or one (1) utility jacket plus one (1) coverall.

*** Includes both class A and class B.

**** As required by weather.

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

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

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

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

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

ARTICLE 21 - BULLETIN BOARDS AND EMAIL

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

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

The State communications system is the property of the Employer.

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

ARTICLE 22 - INSURANCE

22.01 - Travel Accident Insurance
The Employer shall insure the life of every member against accidental death while the member is traveling within the scope of their State employment in the amount of $200,000.00. The Employer shall make a timely good faith attempt to alter the existing policy to allow for the payment of death benefits to a beneficiary(ies) at their option over a five (5) year period or a lump-sum payment provided that such change is at no additional expense to the Employer.

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

ARTICLE 23 - MEDICAL WELLNESS AND SAFETY

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

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

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

If the State's evaluation is that the member is not fit for duty, the member shall have the right to obtain a second opinion at the member's own expense. The State will give the second opinion full consideration and may submit the second opinion to the original evaluator for reconsideration. Expenses for this second opinion may be submitted, if eligible, for reimbursement under the State's medical program.

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

D. The State and Association shall create a Safety and Equipment Committee. Each committee shall not exceed three members appointed by management and three members appointed by the Association. The committee(s) shall be charged with the duty and responsibility of formulating safety procedures, recommending equipment acquisitions, and recommending minimum staffing levels.

ARTICLE 24 - LEGAL INDEMNIFICATION

24.01 - General

A. **Definitions:**

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

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

B. **Claims against a member as a state employee:**

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

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

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

24.02 - Providing a legal defense

The Employer will provide a legal defense to a member named as a defendant or respondent in a legal action if the member was acting within the scope of the member's office or employment at the time of the incident out of which the action arose as follows: the member shall have the right to counsel; however, the Employer shall have the right to determine which attorney shall represent the member. If the member objects to the attorney provided by the Employer, the following process for selection of a defense attorney shall prevail: The Commissioner of the Department of Public Safety and the Attorney General shall meet with the member and/or a representative of the Association in an effort to select an attorney who shall represent the member. The Attorney General

shall make the final decisions; except, if in consultation with the member or his/her representative, the Attorney General determines that, due to an actual or potential conflict of interest, he/she or his/her representative cannot adequately defend both the State and the member, he/she shall select an attorney from outside the Attorney General's office to represent the member; such selection shall be subject to the approval of the member or his/her representative.

24.03 - Indemnification

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

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

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

24.04 - Scope of office or employment

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

A. the member was employed or authorized to perform the act or omission;

B. the act or omission occurred substantially within the authorized space or time of the office or employment;

C. a purpose of the act or omission was to serve the state; and

D. the act or omission did not constitute willful, reckless, or intentional misconduct, gross negligence, or malicious conduct.

24.05 - Disputes

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

24.06 - Punitive Damages

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

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

ARTICLE 25 - NO STRIKE--NO LOCKOUT

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

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

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

ARTICLE 26 - VERBAL OR WRITTEN AGREEMENT

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

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

ARTICLE 27 - AVAILABILITY OF PARTIES TO EACH OTHER

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

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

ARTICLE 28 - SUPERSEDING EFFECT OF THIS AGREEMENT

If there is any conflict between the terms of this Agreement, the Personnel Rules, Alaska Administrative Manual, SOPs, OPM, or other DPS directives, the terms of this Agreement shall be controlling. The Association shall be copied with any changes to the OPM and the within five (5) working days of implementation.

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

ARTICLE 29 - CONDITIONS NOT SPECIFICALLY COVERED

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

ARTICLE 30 - SUPPLEMENTAL AGREEMENT

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

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

ARTICLE 31 - SAVINGS CLAUSE

31.01 - Violations

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

31.02 - Replacement

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

31.03 - Federal Regulations

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

ARTICLE 32 - CONTRACTING OUT

32.01 - Feasibility Studies

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

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

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

D. The Employer shall notify the Association of its final decision regarding contracting out.

1. If the Employer decides to contract out and such contracting out shall directly result in the layoff of bargaining unit members, the Employer shall provide the Association with no less than thirty (30) days' notice that it intends to contract out the work.

2. The Association may then submit an alternate plan that is to include potential costs and benefits. The alternate plan shall be given fair consideration by the Employer, provided the plan is submitted not more than fifteen (15) days after the Association has received the notice of intent to contract out. During the thirty (30) day notice period, the Association shall have the opportunity to discuss the placement of affected members.

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

32.02 - Effect on Members

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

B. In the event members must be laid off as a result of contracting out, such layoff

shall be made in accordance with the layoff provisions of this Agreement.

ARTICLE 33 - LICENSES

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

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

ARTICLE 34 - COMPLETE AGREEMENT

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

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

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

ARTICLE 35 - SUBORDINATION ARTICLE

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

ARTICLE 36 - DURATION OF THE AGREEMENT

This Agreement, including all Letters of Agreement executed under the parties' prior agreement, takes effect on July 1, 2026, and remains in full force and effect through June 30, 2029. This Agreement remains in effect from year to year thereafter, provided, however, that either party may give the other party written notice of its desire to terminate the Agreement or effect changes therein. Such written notice shall be served upon the other party between September 1 and September 30, 2028. If either party serves such notice, the parties shall meet to negotiate such termination, modifications, or amendments by the first week in October of 2028 unless otherwise mutually agreed. Nothing herein precludes the termination, modification, or amendment of this Agreement at any time by written mutual consent of the parties.

FOR THE STATE OF ALASKA:

CORI MILLS
ACTING ATTORNEY GENERAL

/ signatures on file /

Rachel Witty, Civil Division Director
Department of Law

Date

Benthe Mertl-Posthumus
Labor Relations Advisor
Office of the Governor

Date

Roxana Underwood
Chief Spokesperson

Date

FOR THE ASSOCIATION:

Lander Simmers
(Chief Spokesperson), President
DPS Chapter

Date

Charisse Millett, Executive Director
PSEA

Date

APPENDIX A – Involuntary Transfers

The State and PSEA agree to the following non-precedential pilot program with respect to the Alaska State Trooper Division, which will be in effect for a three (3) year duration, expiring on June 30, 2029 unless otherwise renewed by both parties, and except as stated herein. After one (1) year, the State and PSEA will meet to reevaluate the continuation of the pilot program for further involuntary transfers.

At such meeting, the parties will discuss the efficacy of the pilot program, the overall operational needs of the department, member satisfaction, service levels, and cost effectiveness of the pilot program. If the involuntary transfer process is not continued by mutual agreement of the parties, then the involuntary transfer process shall revert to the provisions of the current collective bargaining agreement. However, employees involuntarily transferred pursuant to this pilot program will complete the program in accordance with the terms of this Appendix.

Bids for transfers shall continue to be conducted under Article 12, 12.02. If there is no volunteer for a bid, then the involuntary transfer process will proceed in accordance with 12.02(d), which states:

> The best interest of the Department may necessitate the involuntary transfer of a member. Involuntary transfer of a member who has served in their current job class series with the Department in those positions covered by the bargaining unit in excess of five (5) consecutive years from the date of most recent hire shall not be normal practice, except in special job requirements or extenuating circumstances. Recruit members on probationary status are subject to involuntary transfer without regard to this paragraph.
>
> In the case of involuntary transfer of members with less than five (5) consecutive years of service from the date of most recent hire in their current job series, the Department's usual course of business shall be to select the most senior member within the division with less than five (5) years from the location(s) being reduced and from the members who have not previously transferred. However, members that are pilots or student pilots that have been accepted into the pilot program may necessitate an involuntary transfer, not in that order. Notification of an involuntary transfer must take place prior to the member reaching five consecutive years of service from the date of most recent hire in their current job series.

The member that is selected for involuntary transfer may elect, where available, from Tier I, Tier II, or Tier III. Members involved in any transfer may not participate in SWAT. In addition, members who are involuntarily transferred will not be eligible to apply for any selection process (except promotions) until they have completed two (2) years of service in the Tier.

Tier I – Full-Time Assignment in a Single Rural Location

- The Trooper is permanently assigned to a specific rural location; the PCN is tied to that location.
- The Trooper is eligible for a full department-paid family relocation.
- The Trooper will receive DPS rural housing, where available.
- The normal work schedule will be 5 days per week, 8-hour shifts, or an alternate work schedule approved by the Commissioner or their designee that is in accordance with the collective bargaining agreement.

- The Trooper will receive the full geographic differential as stated in Article 15, Section 15.04.
- The Trooper will be eligible for all rural assignment benefits.
- The Trooper with a Tier I assignment will be awarded 10 Experience Points toward future promotional opportunities.

Tier II – Rotational Assignment (2 Weeks On / 2 Weeks Off) in a Single Rural Location

- Tier II will be administered in accordance with Article 15, Section 15.29, assuming rural housing is available.
- The Trooper is assigned to a specific rural location; the PCN is tied to that location.
- Family relocation is not required; The Trooper resides in DPS rural housing during on-duty periods.
- Works a rotational schedule of 2 weeks on-duty followed by 2 weeks off-duty.
- Travels from Anchorage, Fairbanks, or Kenai Peninsula to the assigned rural location for each rotation.
- Receives 50% of the geographic differential as outlined in PSEA Article 15, Section 15.04.
- The Trooper with a Tier II assignment will be awarded 5 Experience Points toward future promotional opportunities.

Tier III – Urban Based Assignment with Travel to Multiple Rural Locations

- The Trooper will be assigned to various rural locations on a per-shift basis; no family relocation required
- The PCN will be tied to Anchorage. If rural units expand, the PCN may be tied to Fairbanks or Soldotna.
- The Trooper will work a rotational depending on the needs of the rural location.
- The Trooper will be in travel status while on shift and will receive a per diem. Lodging will be provided in DPS rural housing (where available) or compensated through RON pay when necessary.
- The Trooper is not eligible for geographic differential under Article 15, Section 15.04.
- Tier III does not award Experience Points for future promotional opportunities.
- DPS will make such assignments in accordance with operational need.

APPENDIX B – 84 hour Alternative Work Period

It is agreed between the parties that the following terms and conditions of employment apply to troopers, trooper recruits, and sergeants assigned "A," "B," and "D" Detachments within the Department of Public Safety, Division of Alaska State Troopers. No other provision of the July 1, 2026, through June 30, 2029, Collective Bargaining Agreement not specifically referenced herein is modified by this Appendix.

"A" Detachment – Soldotna Patrol

The assigned work schedule for designated troopers and sergeants assigned to the Soldotna Patrol Unit (members), as reflected on the attached assignment worksheet, will cover seven workdays over a fourteen day period resulting in eighty- four (84) hours over two weeks. In accordance with Article 6, Management reserves the right to make final determinations concerning scheduling. For those members designated to work the alternate schedule provided by this Appendix, the following applies:

1. **Article 15.14.A** is amended as follows: The normal work period shall consist of seven (7) working days of 12-hour shifts for a total of eight four (84) hours in pay status, with three (3) consecutive days off each week, and one (1) additional day off scheduled every other week. The work period will include a half (.5) hour paid lunch break approximately half way through each work shift. Unless on layoff or on leave without pay, the members shall be guaranteed a full work period, provided they are ready, willing, and able to work.

   Members will bid for shift assignment (days or swings) and regular days off. Day shifts will consist of twelve (12) hours in pay status from 0700 to 1900 with a half hour paid meal break approximately midway of each work shift. Swing shifts will consist of twelve (12) hours in pay status from 1900 to 0700 with a half hour paid meal break approximately midway of each shift.

2. Members assigned to the swing shift will receive swing shift differential for all hours worked between 1900 and 0100 and grave shift differential for all hours worked between 0100 and 0700. Members assigned to the swing shift will receive swing shift differential for hours worked outside of their normal work schedule (e.g. court, training).

3. It is understood that a member may be temporarily assigned to a normal workweek of five (5) consecutive eight (8) hour days, if necessary, to accommodate travel assignments, training, or other reasons which would require such scheduling. When this temporary schedule change occurs, normal contractual provisions apply.

4. If a holiday falls on the member's regularly scheduled day off, the member shall receive payment for the holiday for eight (8) hours at the straight-time rate provided the member was in pay status on the member's last scheduled workday prior to the holiday and the member's first scheduled workday following the holiday. Such holiday pay does not count for the purpose of fulfilling the work period.

5. Members will be paid using an override rate for their semi-monthly salary to accommodate these additional hours of work. Using the annualized hourly rate (AHR) from the appropriate AA salary schedule for their assigned range and step, calculate as follows: (AHR X 42 hours X 52 weeks)/24 pay periods.

6. A member who accepts another position with the Employer will have their step placement determined based on the regular rate of pay for their position, not the "override rate" granted by this Appendix.

7. Members shall receive overtime for all hours in pay status which exceed twelve (12) hours per day. Overtime shall be paid at one and one-half (1½) times of the member's regular hourly rate for all hours authorized in pay status. Overtime shall not be pyramided.

"B" Detachment – Palmer Patrol

The assigned work schedule for troopers and sergeants assigned to the Palmer Patrol Unit (members), as reflected on the attached assignment worksheet, will cover seven workdays over a fourteen day period resulting in eighty-four (84) hours over two weeks. In accordance with Article 6, Management reserves the right to make final determinations concerning scheduling. For those members designated to work the alternate schedule provided by this Appendix, the following applies:

1. **Article 15.14.A** is amended as follows: The normal work period shall consist of seven (7) working days of 12-hour shifts for a total of eight four (84) hours in pay status, with three (3) consecutive days off each week, and one (1) additional day off scheduled every other week. The work period will include a half (.5) hour paid lunch break approximately half way through each work shift. Unless on layoff or on leave without pay, the members shall be guaranteed a full work period, provided they are ready, willing, and able to work.

   Members will bid for shift assignment (days or swings) and regular days off. Day shifts will consist of twelve (12) hours in pay status from 0600 to 1800 or 0500-1700 with a half hour paid meal break approximately midway of each work shift. Swing shifts will consist of twelve (12) hours in pay status from 1800 to 0600 or 1700-0500 with a half hour paid meal break approximately midway of each shift.

2. Members assigned to the swing shift: 1800-0600 will receive swing shift differential for all hours worked between 1800 and 0000 and grave shift differential for all hours worked between 0000 and 0600. Members assigned to the swing shift: 1700-0500 will receive swing shift differential for all hours worked between 1700 and 2300 and grave shift differential for all hours worked between 2300 and 0500. Members assigned to the swing shift will receive swing shift differential for hours worked outside of their normal work schedule (e.g. court, training).

3. It is understood that a member may be temporarily assigned to a normal workweek of five (5) consecutive eight (8) hour days, if necessary, to accommodate travel assignments, training, or other reasons which would require such scheduling. When this temporary schedule change occurs, normal contractual provisions apply.

4. If a holiday falls on the member's regularly scheduled day off, the member shall receive payment for the holiday for eight (8) hours at the straight-time rate provided the member was in pay status on the member's last scheduled workday prior to the holiday and the member's first scheduled workday following the holiday. Such holiday pay does not count for the purpose of fulfilling the work period.

5. Members will be paid using an override rate for their semi-monthly salary to accommodate these additional hours of work. Using the annualized hourly rate (AHR) from the appropriate AA salary schedule for their assigned range and step, calculate as follows: (AHR X 42 hours X 52 weeks)/24 pay periods.

6. A member who accepts another position with the Employer will have their step placement determined based on the regular rate of pay for their position, not the "override rate" granted by this Appendix.

7. Members shall receive overtime for all hours in pay status which exceed twelve (12) hours per day. Overtime shall be paid at one and one-half (1½) times of the member's regular hourly rate for all hours authorized in pay status. Overtime shall not be pyramided.

"D" Detachment – Interior Patrol

The assigned work schedule for designated troopers and sergeants assigned to a Detachment "D" Patrol Unit (members), as reflected on the attached assignment worksheet, will cover seven workdays over a fourteen day period resulting in eighty-four (84) hours over two weeks. In accordance with Article 6, Management reserves the right to make final determinations concerning scheduling. For those members designated to work the alternate schedule provided by this Appendix, the following applies:

1. **Article 15.14.A** is amended as follows: The normal work period shall consist of seven (7) working days of 12-hour shifts for a total of eight four (84) hours in pay status, with three (3) consecutive days off each week, and one (1) additional day off scheduled every other week. The work period will include a half (.5) hour paid lunch break approximately half way through each work shift. Unless on layoff or on leave without pay, the members shall be guaranteed a full work period, provided they are ready, willing, and able to work.

   Members will bid for shift assignment (days or swings) and regular days off. Day shifts will consist of twelve (12) hours in pay status from 0700 to 1900 with a half hour paid meal break approximately midway of each work shift. Swing shifts will consist of twelve (12) hours in pay status from 1900 to 0700 with a half hour paid meal break

approximately midway of each shift.

2. Members assigned to the swing shift will receive swing shift differential for all hours worked between 1900 and 0100 and grave shift differential for all hours worked between 0100 and 0700. Members assigned to the swing shift will receive swing shift differential for hours worked outside of their normal work schedule (e.g. court, training).

3. It is understood that a member may be temporarily assigned to a normal workweek of five (5) consecutive eight (8) hour days, if necessary, to accommodate travel assignments, training, or other reasons which would require such scheduling. When this temporary schedule change occurs, normal contractual provisions apply.

4. If a holiday falls on the member's regularly scheduled day off, the member shall receive payment for the holiday for eight (8) hours at the straight-time rate provided the member was in pay status on the member's last scheduled workday prior to the holiday and the member's first scheduled workday following the holiday. Such holiday pay does not count for the purpose of fulfilling the work period.

5. Members will be paid using an override rate for their semi-monthly salary to accommodate these additional hours of work. Using the annualized hourly rate (AHR) from the appropriate AA salary schedule for their assigned range and step, calculate as follows: (AHR X 42 hours X 52 weeks)/24 pay periods.

6. A member who accepts another position with the Employer will have their step placement determined based on the regular rate of pay for their position, not the "override rate" granted by this Appendix.

7. Members shall receive overtime for all hours in pay status which exceed twelve (12) hours per day. Overtime shall be paid at one and one-half (1½) times of the member's regular hourly rate for all hours authorized in pay status. Overtime shall not be pyramided.

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FOR THE STATE OF ALASKA:

CORI MILLS
ACTING ATTORNEY GENERAL

Rachel Witty, Civil Division Director
Department of Law

8/5/26
Date

Benthe Mertl-Posthumus
Labor Relations Advisor
Office of the Governor

8/4/26
Date

Roxana Underwood
Chief Spokesperson

8/5/2026
Date

FOR THE ASSOCIATION:

Lander Simmers
(Chief Spokesperson) President,
DPS Chapter

07/30/2026
Date

Charisse Millett, Executive Director
PSEA

7/30/2026
Date