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11.1 Health Care Plan Options

ARTICLE 1
RECOGNITION

1.1 Recognition

C. Casual Employees

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

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

D. Student Employees

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

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

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

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

1.5 Probationary Period

A. Upon initial hire, Local 6070

preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

2.3 Zipper Clause

This Agreement is the entire agreement between the University and the Union. The parties acknowledge that during the negotiations, which resulted in this Agreement, each fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior understandings and supersedes any contrary or inconsistent rules, regulations, past practices, or institutional work practices whether documented or not. This Agreement concludes all collective bargaining for the duration of this Agreement.

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

2.4 No Strike or Lockout

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

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

2.5 Savings Clause

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

2.6 Legislative Appropriation

The parties agree that any provision of this Agreement requiring legislative action; all monetary items; and other provisions requiring legislative funding to permit its implementation, shall not

6. Layoff because of contracting out will occur in accordance with Article 5.3 Layoff and Recall, with the exceptions noted in this Article.

7. Local 6070 Bargaining Unit Members who are displaced because of contracting out will receive first consideration for vacancies for which they apply and are qualified, including temporary openings for a period of up to eighteen (18) months following layoff.

8. The University will provide continuation of health benefits, at no cost to the laid-off Local 6070 Bargaining Unit Member, for three (3) months from the date of layoff.

9. The regional human resources office will endeavor to assist notified layoff Local 6070 Bargaining Unit members and Local 6070 Bargaining Unit members in layoff status to find suitable employment within the university system.

10. Local 6070 may request a post cost analysis between 12 to 18 months after the contract has been implemented. The University will provide the information as requested in a timely manner.

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

2.10 Labor Management Committee

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

ARTICLE 3
UNION SECURITY

3.1 Check Off

A. Upon receipt by the University of a deduction authorization (on the appropriate deduction form provided by the University), dated and signed by the Local 6070 Bargaining Unit Member, the University shall deduct, on a biweekly basis, the amount of dues, fees, and other employee benefits specified by the Union from the Local 6070 Bargaining Unit Members wages until or unless the deduction form is revoked by the Local 6070 Bargaining Unit Member.

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

The University will make reasonable effort to forward the monies along with an itemized statement listing the Local 6070 Bargaining Unit Members and the amounts deducted to the Union not later than the 15th of the month following the month when the deduction is made.

C. Should the U.S. Supreme Court determine that maintenance of dues check-off does not violate the U.S. Constitution, the University agrees to meet and confer with Local 6070.

3.2 Indemnification of the University

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

3.3 Employee Representatives

A. Local 6070 may designate specific representatives from among the Local 6070 Bargaining Unit Members. Such representatives may include officers, stewards and staff persons.

B. Local 6070 will provide a list of any representatives so designated to the University. Local 6070 will keep the list current. The selected individuals may meet and confer with the appropriate University representatives for the purposes of handling grievances and labor contract administration. Union officers may attend safety meetings at the request

of a Local 6070 steward provided that the Facilities Director is notified in advance and agrees.

C. Employee Representatives may meet and confer with Local 6070 Bargaining Unit Members so long as the employee representative continues to satisfactorily perform his/her job assignments and does not disrupt the work place or the performance of duties by other employees.

D. An Employee Representative or 6070 Officer shall be allowed to meet with new regular and term, full-time and part-time, Local 6070 Bargaining Unit members for up to 4 hours after their new employee orientation, or within a reasonable period thereafter. The University will make a good faith effort to facilitate employee leave requests to meet with the union within the first 30 days of employment. The new Local 6070 Bargaining Unit Member, Employee Representative and/or Local 6070 Officer shall not be unreasonably denied. Union Business Leave shall be used to cover time spent for this meeting by the union representative, Local Officer and/or the third and fourth hour used by the new Local 6070 Bargaining Unit agrees.Member.ÍDC q0.00000912 0 612 792 reW*nBT/F2 12.96 Tf1 0 0 1 72.024 366.07 Tm0 g13[(a)4(gre)7(e)4(s.

3.4 List of Local 6070 Bargaining Unit Members

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

B. The University will provide to the Union a list of Local 6070 Bargaining Unit Members on a biweekly basis. The list will show all Union specific deductions. This list

hire, the job end date for temporary and term employees, the termination date, employment status (regular, temporary, or term), the accrual date, bi-

provided shall be used only for purposes related to the execution of the Agreement; that the Union shall be responsible for the protection and security of information provided, and that the Union shall assume liability which may result fBT4U0.0000091020(r)-6(e)i4(li(e)pnsi)rt te ury thETQq0.0(

C. audio/video teleconference facilities for a maximum of two (2) hours per month, provided that arrangements are made no more

available, that the use does not conflict with other users, and that Local 6070 pays all applicable charges.

D. Local 6070 Bargaining Unit members shall have access to university facilities on the same basis as other university bargaining units.

3.6 Administrative Organization

A. An organizational chart identifying the supervisory chain shall be made available to Local 6070 Bargaining Unit Members, at their request.

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

3.7 Local 6070 Paid Staff

Local 6070 is also represented by staff members of the APEA/AFT who are not employees of the University, who are authorized to speak for Local 6070 in all matters governed by this Agreement. These individuals shall be permitted to visit any work area of the University with prior notification and approval by the University. Such visits shall be scheduled so as not to disrupt the work of Local 6070 Bargaining Unit Members nor interrupt the normal*nBT/F1 12 Tf1 0 0 1 7

Unit Member who is in the bargaining unit as of June 1 each year. This computation and deposit shall be made on July 1 of each year of this Agreement.

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

C. Withdrawals from the bank shall be made by Local 6070 Bargaining Unit Members on the regular time reporting sheets provided by the University. The Local 6070 Bargaining Unit Member shall be responsible for furnishing a copy of the sheet to the Union President for approval.

D.

ARTICLE 4

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

C. Schedule change requests may be initiated by Local 6070 Bargaining Unit Members. Those requests must be submitted in writing to the

4.3 Extra Hours of Work

A. Extra hours are any hours beyond those scheduled.

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

B. Local 6070 Bargaining Unit Members may be required by the University to extend their normal work day and work extra hours in response to fire, life, safety and preservation of property. All extra hours required under this paragraph shall be paid at the premium pay rate of time and a half (1.5).

C. After more than four (4) hours of work in a shift, a Local 6070 Bargaining Unit Member shall take an unpaid meal period of thirty (30) minutes unless it is a dire emergency.

4.4 Call-In Work

A. Local 6070 Bargaining Unit Member reporting at the University's request (made outside of normal work hours) for work which is not scheduled in advance and which is outside of their regular work period shall be guaranteed two (2) hours pay at the premium pay rate of time and a half (1.5).

B. Local 6070 Bargaining Unit Members are expected to respond to call-in work as requested by the University, but may decline the call-in work.

C. All additional hours worked in call-in status beyond the two (2) hour premium shall also be paid at the premium pay rate of time and a half (1.5).

D. After more than four (4) hours of call-in work, a Local 6070 Bargaining Unit Member may be granted an unpaid meal period of thirty (30) minutes unless it is a dire emergency.

E. If the Local 6070 Bargaining Unit Member responds to other situations while already at work in call-in status, the Local 6070 Bargaining Unit Member will not be entitled to an additional guaranteed minimum two (2) hours call-in compensation.

D.

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

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

4.11 Special Assignment Premium Pay

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

B. Local 6070 Bargaining Unit Members shall receive a premium of five percent (5%) for all hours worked in conditions including but not limited to work involving contact with biological or radioactive materials that are determined by a qualified authority, (i.e., DEC, safety officer, etc.) to pose a hazard. The Associate Vice-Chancellor or his/her designee will determine if the hazard warrants such additional compensation.

4.12 Health and Safety

A. General

It is the policy of the University that the occupational safety and health of its employees, the protection of work areas, and the prevention of accidents are continuing and integral parts of its everyday operating responsibility. The University is committed to providing a safe and healthful

safety equipment and procedures in their daily work.

Employees will cooperate in all safety and accident prevention programs. The University agrees to abide by all relevant required local, state, and federal safety and health standards, and no Local 6070 Bargaining Unit Members shall be disciplined or suffer any retaliatory action for, in good faith, exercising legal rights to a safe and healthful workplace.

The University will make available to Local 6070 Bargaining Unit Members all information as required by local, state, and federal law dealing with occupational safety and health.

The University agrees to assess any unsafe and unhealthy working conditions in a timely manner, and will take remedial action as appropriate to include following up with the Local 6070 Bargaining Unit Member who reported the condition. All Local 6070 Bargaining Unit Members are encouraged to stop a job and notify their supervisor if they have a good faith belief that such job is unsafe. Local 6070 and the University will work together to find a safe solution to all safety issues.

B. Safety Equipment

The University shall furnish appropriate safety equipment, including but not limited to, protective eye wear, adequate protective clothing, safety shoes or boots, masks, rubber gloves, rubber smocks, respirators, air packs, filter masks, etc., consistent with applicable controlling law or regulations, or as the University deems necessary to assure the safety of the work force. Local 6070 Bargaining Unit Members must use such equipment properly and as directed by the University to prevent injury and accidents. Local 6070 Bargaining Unit Members who fail to use such equipment properly and as directed by the University, or violate established safety protocols may be subject to disciplinary action. Local 6070 Bargaining Unit Members will not be required to operate University equipment that does not conform to local, state, or federal safety requirements. No Local 6070 Bargaining Unit Member will be required or requested to perform work in an unsafe manner or use unsafe equipment.

C. Safety Shoes or Boots

1. Local 6070 Bargaining Unit Members, who can demonstrate a valid need for safety boots or shoes, and with the concurrence of the Bargaining Unit Members supervisor, or as may be required by applicable facility services safety standards, will be reimbursed for the cost of the shoes or boots up to $200. To be eligible for reimbursement the boots must meet the needs of the Job Hazard Analysis (JHA) and/or Personal Protective Equipment (PPE) policy.

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

3. Local 6070 Bargaining Unit Members required to wear safety shoes or boots in subzero temperatures and who do not have appropriately insulated safety shoes or boots may substitute OSHA approved metatarsal guards. Guards may be provided by the University.

4.

training to at least ten

When practicable a travel coordinator will assist Local 6070 Bargaining Unit Members in processing travel authorizations and expenses.

A. Non-Commercial Lodging

In the event commercial housing is not available, the Local 6070 Bargaining Unit Member will be paid $60 per day in lieu of commercial housing.

B. University Travel Card Interest

The University shall be responsible for any interest charges on the University Travel Card,

d. UAF Fairbanks Campus:

1. Plumbing
2. Grounds/Equipment Operators
3. Housing
4. Custodial
5. Labor
6. Transportation
7. Electrical
8. HVAC
9. Carpenter/Painters/Locksmiths/Carpet layers/Glazier
10. Warehouse
11. Utilities
12. GI
13. AFES
14. IAB
15. Asbestos

C. Application

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

5.2 Termination of Seniority

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

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

1. No Local 6070 Bargaining Unit Member is displaced by the return.

2. The returning member shall be placed on the same scale step they held prior to the promotion regardless of the classification assigned upon return.

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

E. Alternative Employment

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

F. Bumping Rights

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

1. Displace the least senior Local 6070 Bargaining Unit Member in their classification and trade, where the Local 6070 Bargaining Unit Member possesses the necessary skills, in their seniority pool. Lacking seniority or the necessary skills the Local 6070 Bargaining Unit Member may elect to proceed to Step 2.

2. Displace the least senior Local 6070 Bargaining Unit Member in their classification and trade, where the Local 6070 Bargaining Unit Member possesses the necessary skills, in their MAU. Lacking seniority or the necessary skills the Local 6070 Bargaining Unit Member may elect to proceed to Step 3.

3. Displace the least senior Local 6070 Bargaining Unit Member in their classification, where the Local 6070 Bargaining Unit Member possesses the necessary skills, in their MAU. Lacking seniority or the necessary skills the Local 6070 Bargaining Unit Member may elect to proceed to Step 4.

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

5. Displace the least senior Local 6070 Bargaining Unit Member in the lower classification, where the Local 6070 Bargaining Unit Member possesses the necessary skills, in their MAU. Lacking seniority or the necessary skills the Local 6070 Bargaining Unit Member may elect to proceed to Step 6.

6. Displace the least senior Local 6070 Bargaining Unit Member in the next lower classification, where the Local 6070 Bargaining Unit Member possesses the necessary skills in their MAU. Lacking seniority or the necessary skills the Local 6070 Bargaining Unit Member may elect to proceed to Step 7.

7. Repeating Step 6 until all classifications and or seniority within their MAU is exhausted.

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

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

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

G. Recall

1. If the University seeks to fill a vacancy in a seniority pool from which Local 6070 Bargaining Unit Members are laid off, such Local 6070 Bargaining Unit Members shall be recalled in the reverse order of layoff. The Local 6070 Bargaining Unit Members being recalled shall be recalled at their same range and step as when they were laid off.

2. Recall rights expire either upon the

5.4 Superseniority

A. During the period a Local 6070 Bargaining Unit Member is designated and serving as a Union officer, or as a Union negotiator, the Local 6070 Bargaining Unit Member shall be deemed to have more seniority than all other Local 6070 Bargaining Unit Members.

B.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1 Objective

A. It is the objective of the parties to encourage the prompt and informal resolution of disputes as they arise. The parties agree that the prompt and informal resolution of disputes improves the relationship between Local 6070 and the University. In the event such disputes become grievances, this Article provides orderly procedures for satisfactory adjustment of grievances.

B. Local 6070 Bargaining Unit Members and/or Union representatives and supervisors are encouraged to meet at mutually acceptable times prior to filing a grievance or anytime during the grievance process.

6.2 Definitions

A. Grievance

A grievance is an allegation by a Local 6070 Bargaining Unit Member or the Union that the

Regulation, and campus and department policies and regulations that are applicable pursuant to this Agreement and to the extent the policy or regulation concerns a term or condition of employment. The grievance procedure shall be the exclusive remedy for grievances. Disputes regarding the allocation of a position to a classification are not considered grievances, but are subject to the process set forth in Article 12.

B. Day

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

C. Designated Local 6070 Representative

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

D. Designated MAU Representative

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

B. The immediate supervisor shall respond to the Union in writing within ten (10) working days, with a copy to the designated MAU representative.

C. All grievances settled at this step will be on a non-prejudicial, non-precedent-setting basis, and shall be in conformance with the terms of the Agreement. Local 6070 has ten (10) ichever is earlier, to advance the grievance to Step Two.

Step Two. MAU Level - Designated Representative

A. If the grievance is not settled at Step One, or the immediate supervisor does not have the authority to resolve the issue, Union Staff may appeal to the appropriate MAU representative. Each MAU will designate an individual to serve as the point of contact for this purpose. The appeal must be in writing and must be made within ten (10) working days of receipt of t

B. Within ten (10) working days after receipt of the Union's notice, the MAU representative shall contact the appropriate Union official and arrange for a resolution conference. This conference may be in person or via teleconference.

C. The purpose of the resolution conference is to review the allegation(s) and, if possible, resolve the dispute. The parties may also exchange evidence, identify witnesses, and stipulate to facts, or set a date when such material will be exchanged. At this step, the parties may agree to suspend the timelines while exploring options, creating alternatives and engaging in problem-solving.

D. If the grievance is not resolved at the meeting, the designated MAU representative has ten (10) working days to provide a written decision to Local 6070.

E. For the purpose of this section, the designated MAU representative is defined as the Vice Chancellor of Administrative Services, or designee. In the event that the Vice Chancellor designates someone else as the MAU representative, it shall be in writing to the local Union field office.

Step Three. System Level - Statewide Office of Labor Relations

A. If the grievance is not settled at Step Two, Local 6070 staff has ten (10) working days from

B. Within ten (10) working days after receipt of the appeal, the Statewide Office of Labor Relations representative and the appropriate Union official shall meet and review the grievance materials. The parties shall attempt to resolve the grievance by whatever means they deem appropriate.

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

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

6.5 Arbitration

A. ts intent to arbitrate, the parties shall jointly contact the Federal Mediation and Conciliation Service (FMCS) to request a panel of arbitrators from which the parties shall select an arbitrator or the parties may mutually agree on an arbitrator.

B. Within ten (10) working days after receipt of the panel of arbitrators, representatives of the University and the Union shall meet and select an arbitrator by alternately striking names from the panel of arbitrators until one name remains. The first name strike shall be decided by a flip of a coin. The arbitrator remaining on the list shall be accepted as the arbitrator of the grievance.

C. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association, unless the parties mutually agree otherwise. The powers of the arbitrator shall be limited to interpretation and application of the expressed terms of the Agreement. The arbitrator shall have no power to alter, add to, subtract from, or otherwise modify the terms of this Agreement. The arbitrator shall be empowered to rule only on a grievance which alleges a violation of a specific article or section of this Agreement. The cost of 4(d0q(be)4(c)81 0 0 1 1c)4

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

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

ARTICLE 7
DISCIPLINE and DISCHARGE

7.1 Administration of Discipline

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

7.2 Just Cause, Due Process, and Progressive Discipline

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

1. Notice the Local 6070 Bargaining Unit Member had forewarning or foreknowledge of the possible or probable consequences of the Local 6070 Bargaining Unit Members conduct;

2. Reasonable Rule or Order
related to (a) the orderly, efficient, and safe operation of th
(b) the performance that the University might properly expect of the Local 6070 Bargaining Unit Member;

3. Investigation the University, before administering discipline to a Local 6070 Bargaining Unit Member, made an effort to discover whether the Local 6070 Bargaining Unit Member did in fact violate or disobey a rule or order of management;

4. Fair Investigation the investigation must be conducted fairly and objectively;

5. Proof at the investigation was there substantial evidence or proof that the Local 6070 Bargaining Unit Member was guilty as charged;

6. Equal Treatment the University applied its rules, orders and penalties even-handedly and without discrimination to all Local 6070 Bargaining Unit Members;

7. Penalty the degree of discipline administered by the University in a particular case was reasonable related to: (a) the seriousness of the Local 6070 Bargaining Unit Members offense and (b) the record of the Local 6070 Bargaining Unit Member in his/her service with the University.

The administration of discipline shall be in private.

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

1. Oral Warning(s)

2. Written Reprimands(s)

3. Suspension

4. Discharge

behavior such as theft, assault, intentional falsification of official records, possession or bein4B0

3. The University agrees to provide to the local Union field office advance written notice of all meetings in which notice of disciplinary action will be administered to a Local 6070 Bargaining Unit Member.

4. The University shall provide employees with written notice not to exceed forty-eight (48) hours, of meetings in which disciplinary action shall be administered. Local 6070 Bargaining Unit Members may secure Union representation.

5. In cases of discharge the University will notify the Local 6070 Bargaining Unit Member in writing of the reason(s) for the action. The written notice will be provided concurrent with commencement of the action. The written notice will be provided to the Local 6070 Bargaining Unit Member in a meeting or, if the Local 6070 Bargaining Unit Member does not attend the meeting, by certified mail to the Local 6070 Bargaining Unit Members address of record.

6. The University agrees to provide to the local Union field office a copy of the written notice provided to the Local 6070 Bargaining Unit Member concurrent with commencement of the action. Failure to provide notice to Local 6070 shall not constitute grounds for appealing or

7. The University will provide Local 6070 information it relied upon as its basis for any disciplinary action taken upon request by Local 6070. Such a request will not delay the implementation of any disciplinary action taken by the University.

8. If the Local 6070 Bargaining Unit Member chooses to seek review of discipline or discharge, such review will be requested in accordance with the grievance procedure.

9. Upon written request to the regional human resources office, a Local 6070 Bargaining Unit member may request any disciplinary action be removed from their personnel file after two years. Such decisions are the sole discretion of the University. If the University denies the request, the reason for the denial will be provided to the Local 6070 Bargaining Unit member in writing.

B. Probationary and Temporary Local 6070 Bargaining Unit Members

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

5.

C. Driver License Review

1. Local 6070 Bargaining Unit Members must upon request by the University present their License (CDL) if applicable, for inspection.

   unpaid administrative leave for the remainder of the workday unless the license can be obtained in a reasonable period of time.

2. Local 6070 Bargaining Unit Members shall provide written authorization to the Associate Vice Chancellor or his/her designee for an annual driver twelve-month (12) review. The purpose of this review is to ensure that the employees who are required to drive University vehicles in the course of performing their duties have had a current

   The University will pay all associated costs for obtaining the copy from the Department of Motor Vehicles.

3. Local 6070 Bargaining Unit Members required by the University to hold a CDL shall provide written authorization to the Associate Vice Chancellor or his/her designee for driver reviews in ac

C. Upon termination the Local 6070 Bargaining Unit Member must return all University property which was signed for (e.g., tools, equipment, clothing, keys) prior to receiving a final pay check. Failure to do so will result in the final pay check being offset by the full value of the material not returned.

8.4 Local 6070 Bargaining Unit Vacancies

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

A. If Local 6070 Bargaining Unit Members meet the minimum qualifications for the position and they apply for the vacancy prior to the application review date they shall be given priority consideration and an opportunity to interview for the position.

B. The University's vacancy announcements for positions in the bargaining unit shall be electronically transmitted to the local Union field office simultaneously to the posting.

C. Local 6070 Bargaining Unit Members wishing to be considered for transfer to another campus shall notify the local Union field office and will be notified by the field office of vacancies at the campus designated in the announcement. It shall be the responsibility of the Local 6070 Bargaining Unit Member to apply for the transfer in accordance with the University's policies.

D. Local 6070 Bargaining Unit Members who applied and were interviewed but not selected for a bargaining unit vacancy shall be provided written explanation of the reason(s) they were not selected for the position upon written request to their regional human resources office.

E. A Local 6070 Bargaining Unit Member who takes a vacant bargaining unit position shall serve a sixty (60) day review period. Local 6070 Bargaining Unit Members who are unable to successfully perform the job duties of the position during the review period will be returned to their former position, classification and step.

F. Bargaining Unit vacancies will be posted internally for a minimum of five (5) work days first. Exceptions may be made based on a documented lack of availability of qualified applicants in the bargaining unit or the expected vacancy of a critical position.

8.5 University Notification

To be eligible for rehire, each Local 6070 Bargaining Unit Member shall give the University two

University and Local 6070.

Quality teaching of student employees
Identifying cost savings for the University
Productivity and safety

D. Personal Holiday

On the first full pay period after January 1, 2020, all Local 6070 Bargaining Unit Members will be allowed one Personal Holiday to be used during FY20.

On the first full pay period after July 1, 2020, all Local 6070 Bargaining Unit Members will be allowed one Personal Holiday to be used during FY21.

On the first full pay period after July 1, 2021, all Local 6070 Bargaining Unit Members will be allowed one Personal Holiday to be used during FY22.

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

9.3 Geographic Salary Differentials

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

9.4 Leadperson Pay

A. A Local 6070 Bargaining Unit Member who is required to direct the functions of three (3) or more employees for a specific period of time greater than three (3) consecutive working days shall receive an additional eight (8) % for all hours worked during their assignment. At the end of the Leadperson assignment the Local 6070 Bargaining Unit Member shall be returned to their original wage rate.

B. The Leadperson is responsible for directing, scheduling, and monitoring work assignments. The Leadperson is neither responsible nor accountable for determining disciplinary action of Local 6070 Bargaining Unit Members.

9.5 Temporary Upgrade

A. A Local 6070 Bargaining Unit Member who is assigned in writing to perform the duties of a higher classification for a specific period of time greater than forty consecutive working hours shall receive a pay adjustment on the same basis as a promotion for all hour worked. At the end of the temporary upgrade the Local 6070 Bargaining Unit Member will be returned to their original classification and rate of pay.

B. Local 6070 Bargaining Unit Members assigned in writing to perform the duties of a supervisor for at least twenty-four consecutive working hours shall receive a 10% increase for the duration of the assignment. Acting supervisor pay is not to be combined with lead pay.

9.6 Pay Delivery and Pay Period Advice

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

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

9.7 Labor Management Committee (LMC) for Classification and Market Reviews

The University and Local 6070 are committed to the recruitment and retention of high quality bargaining unit members.

A joint University and Local 6070 Labor Management Committee (LMC will be formed for position description and market review to assess classifications of position descriptions and market salaries. The Union and the University will have an equal number of participants to serve on this committee. The committee shall determine relevant employment factors, individual trade classifications, appropriate market data, and procedures for assessing market salaries.

ARTICLE 10
HOLIDAYS AND LEAVES

10.1 Holidays

A. Holiday Eligibility

1. To be eligible for holiday benefits, a Local 6070 Bargaining Unit Member must be benefits eligible as defined in Article 1, and must be in pay status the last scheduled workday before the holiday and the first scheduled workday after the holiday.

2. An eligible Local 6070 Bargaining Unit Member who is not scheduled to work on a holiday shall receive eight (8) hours, pro-
base rate of pay.

3. An eligible Local 6070 Bargaining Unit Member who is required to work on a holiday shall re12 0 612 792 reW*n567-JTJ053 reW*n567-JTJ053 ree0 GA053 t status tamnbAr

4. Day of Spring Recess, to be observed as designated each year by the appropriate chancellor.

5. Memorial Day

6. Independence Day

7. An additional day before or after Independence Day, as designed each year by the president

8. Labor Day

9. Thanksgiving Day

10. An additional day after Thanksgiving Day

11. Christmas Day

12. An additional day before or after Christmas Day, as designated each year by the president

C. Holiday Observation

Holidays shall be observed on the date of the holiday, unless the holiday falls on Saturday or Sunday, in which case the holiday shall be observed on the Monday or Friday closest to the holiday.

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

If the Local 6070 Bargaining Unit Member has been assigned an alternative work schedule such that a holiday falls on the first regularly scheduled day off, the holiday shall be observed on the preceding day. If the holiday falls on the Local 6070 Bargaining Unit Members second consecutive day off, the holiday shall be observed on the following day.

10.2 Annual Leave

A. Local 6070 Bargaining Unit Members shall accrue annual leave in accordance with Article 1 and as follows. Accrual shall be:

5.54 hours per 80 paid hours pay period during the first 5 years.

6.46 hours per 80 paid hours pay period during the next 6 10 years

7.38 hours per 80 paid hours pay period during the next 10 years or greater.

B. Use of annual leave must be approved by the immediate supervisor. If the supervisor denies a request for annual leave, the reason for denial shall be provided to the employee in writing.

C. Local 6070 Bargaining Unit Members may submit a written request to the University to cash out up to forty (40) hours of accrued annual leave. If the Local 6070 Bargaining Unit Member has a minimum balance of forty (40) hours of accrued annual leave after any cash out the University shall honor the cash out request. Payment shall be paid no later than the next payroll run from the request.

D. Annual leave accrual

10.3 Sick Leave

A. Local 6070 Bargaining Unit Members shall accrue 4.62 hours sick leave per eighty (80) paid hours pay period and be eligible to use sick leave in accordance with Article 1 and as provided in University Regulations governing sick leave.

B. Local 6070 Bargaining Unit Members must notify, or if unable, have another notify his/her immediate supervisor or as directed by the unit prior to their normally scheduled work day, but are encouraged to call at least one (1) hour prior to their normally scheduled work day.

C. Abuse of sick leave is subject to discipline in accordance with Article 7.

10.4 Military Leave

A regular employee who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay to a maximum of sixteen and one-half (16.5) working days in one calendar year during which the employee is ordered to serve with the National Guard or Reserve Forces, or the Civil Air Patrol or Coast Guard auxiliary units. If requested, the employee must provide a copy of the order which will establish his/her eligibility for military leave. For other than required training periods discussed above, regular employees of the University are entitled to a military leave of absence without pay to serve in the Armed Forces of the United States and will be entitled to statutory benefits and rights to reemployment provided for by state and/or federal law. For a military leave of absence, the employee must give advance written notice of leave to the supervisor. If the leave is for more than thirty-one (31) days, the returning employee must, at the request of the supervisor, provide documentation, such as the Local 6070 Bargaining Unit Members orders, that establishes the length and character of the service and the timeliness of the application for re-employment. Voluntary involvement with non-military, auxiliary, or civil organizations, such as participation in search and rescue missions, is not eligible for military leave or military leave of absence.

10.5 Volunteer Emergency Services Leave

A. Local 6070 Bargaining Unit Members participating in organized Emergency Search And Rescue (SAR) operations directed by state and/or local authorities may be allowed time off for such activities chargeable to annual leave, or leave without pay, at their option.

B. A Local 6070 Bargaining Unit Member who is a volunteer fire department member or emergency medical technician shall notify their supervisor of their volunteer status. The University may allow time off for such activities with a limitation on the number of Local 6070 Bargaining Unit Members who may be excused from their normal work activities to respond to emergency services. The leave may be chargeable to annual leave or leave

10.9 Rate of Pay for Leave

Leave hours shall not be deemed hours of work for the purpose of computing overtime or other premium pay under this Agreement.

10.10 Leave Without Pay

Local 6070 Bargaining Unit Members may request leave without pay for ten (10) working days or less. The Associate Vice Chancellor or his/her designee may approve in writing a leave without pay request.

10.11 Funeral and Bereavement Leave

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

10.12 Personal Safety Administrative Leave

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

11.4 Labor Management Committee on

11.10 Public Employees Retirement System

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

11.11 Parking

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

11.12 Tool Allowance

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

11.13 Accidental Death and Dismemberment Coverage

Eligible Local 6070 Bargaining Unit Members are provided access to Accidental Death and Dismemberment coverage on the same basis as unless said benefit is improved by the University at which point the Bargaining Unit Members will receive the enhancement.

11.14 Tuition Waiver Benefit

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

Local 6070 Bargaining Unit Members shall receive all other education benefits offered to any other employees of the University during the life of this Agreement. The University will provide a business reason a Local 6070 Bargaining Unit Member is denied the use of the Education Benefit during their scheduled shift.

12.4 Step 4: Appeal Process

12.9 Effect of Reclassification

In the event a position is reclassified downward, the individual affected will be selected in accordance with the layoff provisions in Article 5.3.B. of this Agreement. The individual selected shall be placed in the lower classification scale at the equal or closest higher rate to their current rate. If the current rate exceeds the maximum rate in the lower scale, their pay shall remain frozen for not longer than three (3) years, at which time the rate shall be adjusted to the maximum rate of the new lower scale. In the event a position is reclassified to a higher classification, it shall be considered a promotion as defined in Article 9.1.B. In the event a position is determined by an arbitrator to be reclassified to a higher classification, the University retains the right to limit assigned duties such that the reclassification is no longer warranted. In the event the University so limits assigned duties, the employee shall receive compensation

ARTICLE 13
LEGAL TRUST

A. The University agrees to pay the Alaska Public Employees Association/AFT Legal Services Plan (Fund), $5.54 per pay period per Local 6070 Bargaining Unit Member in pay status in the pay period for which the contribution is made.

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

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

D. This Article confers only the right to demand and enforce payment of the required contributions. Failure by the University to remit the required contribution does not give rise to any grievance or cause of action by the Union, its members or any other person for other harm or damages that might result from the failure of the University to remit the required contribution. The provision or retention of legal assistance under this Article is the sole and exclusive responsibility of the Union and/or the member. Unless such actions are taken to demand and enforce payment by the University of the required contributions, Local 6070 and APEA/AFT jointly and severally agree to defend, indemnify and hold harmless the University, and any of its current or former Regents, officers, advisors, employees, or agents against any and all legal actions, orders, judgements or other decisions rendered in any proceeding as a result of the implementation of this Article.

E. FT Legal Services Fund will continue through the life of the collective bargaining agreement. All contributions by the University to the Fund will cease on the first full pay period after that date.

ARTICLE 14
DURATION

A. The terms of this Agreement shall be in effect from January 1, 2020, until June 30, 2022.

B. The monetary terms of this Agreement shall be effective on the first full pay period after January 1, 2020. If the Legislature does not appropriate monetary terms for this agreement until after January 1, 2020, salary increases due to Local 6070 Bargaining Unit Members in accordance with Article 9 shall become effective the first full pay period after the Legislature appropriates monetary terms in accordance with AS 23.40.215.

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

D. In January of 2022, either party may serve written notice on the other of its desire to terminate, modify, or amend this Agreement. Upon receipt of such notice, negotiations shall commence within sixty (60) calendar days, or as agreed by the parties.

E. In the event the Legislature or the University does not fund the monetary terms of this Agreement the Agreement will revert back to the language in effect December 31, 2018.

Appendix A

LOCAL

Director Denies _____

Director Signature _____ Date: _____

Section 1 What is the reason for requesting a reclassification of this job?
(change in job duties, increase in responsibilities, certification, job knowledge or experience)

_____
_____
_____

Section 2 Tell us what has changed.

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

_____
_____
_____

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

_____
_____

Section 5 To be completed by the Supervisor

1. List specific administrative and/or technical decisions made by this job. Specify only

   include decisions referred to others (for example: supervisor) or those governed by policies and regulations or written procedures.

Supervisor: Recommend Approval _____
Recommend Denial _____

2. Justification for recommendation

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