

Collective Bargaining Agreement

Between

**ASEA/AFSCME Local 52
AFL-CIO**



and the

**Alaska District Council of Laborers'
Local 341 (Laborers')**



Covering

**ASEA/AFSCME Local 52
Bargaining Unit Employees**

July 1, 2009 through June 30, 2012

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ARTICLE I UNION RECOGNITION AND PURPOSE OF AGREEMENT

- 1.1 ASEA/AFSCME, Local 52 (hereinafter the “Employer”) recognizes the Alaska District Council of Laborers’, Local 341 (hereinafter the Laborers’), as the sole and exclusive collective bargaining agent for the purpose of negotiating salaries and other conditions of employment for all employees of ASEA/AFSCME, Local 52 on the employee’s thirty-first (31st) day of employment. The Business Manager, Assistant Business Manager, (Political Action Coordinator Lobbyist), Attorney and contractual consultants are not covered by the terms of this Agreement.
- 1.2 The purpose of this Agreement between the Business Manager and the Alaska District Council of Laborers’ Local 341 is to promote and insure the continuance of harmonious relations between the Employer and its employees, and to promote and insure true collective bargaining with respect to the employees of the Employer and to establish hours of work, rates of pay, and working conditions with respect to the employees of ASEA/AFSCME Local 52. The parties to this agreement will be treated with mutual respect and consideration.
- 1.3 If any provision of this Agreement or any application of this Agreement to any employee shall be found contrary to law by a Court of competent jurisdiction, then such provision shall be applicable to the extent provided by law. All other provisions or applications shall continue in full force and effect. The Employer and the District Council of Laborers’, Local 341 shall meet to agree upon new language for altering any invalid sections in order to provide benefits, if legally possible, according to the intent of the parties. This meeting shall take place within thirty (30) days of the knowledge of the judicial determination.
- 1.4 The parties recognize that the employees in the bargaining unit are hired by, and report to, the Business Manager and/or his or her designee. The Business Manager is the ASEA/AFSCME Local 52 Executive Board’s representative with respect to all employment matters and is the Employer for purposes of administering this Agreement.

ARTICLE II UNION SECURITY

- 2.1 All present employees covered by this Agreement shall, as a condition of employment, become and remain members of the Laborers’ in good standing no later than the day following completion of their thirtieth day (30th) of employment after ratification of this Agreement. All future employees shall be required as a condition of employment to become and remain members of the Laborers’ no later than one day following their thirtieth (30th) day of employment.

ARTICLE III DUES DEDUCTION

- 3.1 The Employer shall deduct from the salary of each employee, the Laborers’ member dues and other uniformly imposed assessments levied by the Laborers’ for any current month. Authorization to deduct dues from each member must be supported by an original authorization card executed by the member and submitted to the Employer no later than the fifteenth (15th) day of the month in which dues are to be deducted. The Employer shall forward these

deductions to Laborers' no later than the fifteenth (15th) day of the month following the withholding of the dues.

Such dues and uniformly imposed assessments shall be deducted from the employee's earnings in accordance with Laborers' schedule of rates by the Secretary/Treasurer of Laborers'. Such schedule may be amended by Laborers' at any time.

ARTICLE IV INFORMATION

- 4.1 The Employer will furnish Laborers' in writing the following information for each current employee covered by this Agreement:
- a. Name, address, and telephone number;
 - b. Date of hire;
 - c. Position, classification, and area of assignment;
 - d. Salary.
- 4.2 With the monthly dues report the Employer will furnish Laborers' in writing with the above listed information for each employee covered by this Agreement hired during the month.
- 4.3 With the monthly dues report the Employer will notify Laborers' in writing of any changes in the above-listed information plus any terminations, resignations, retirements, leaves of absence, and/or death of any employee.

ARTICLE V SENIORITY

- 5.1 Except as provided in 5.2 of this section, seniority means an employee's length of continuous service with the Employer since his/her last date of hire.
- 5.2 Upon successful completion of probation seniority means the employee's length of continuous service since date of hire with the Employer.
- 5.3 The Employer will furnish Laborers' annually with a seniority list showing the continuous service of each employee.
- 5.4 An employee's continuous service record shall be broken only by voluntary resignation, discharge for just cause, retirement, or layoff, provided that, upon recall or rehire of a laid off employee, that employee's length of continuous service shall include all time up to the date of layoff and shall exclude time in layoff. Authorized leaves of absence shall not constitute a break in continuous service for seniority purposes.

ARTICLE VI NONDISCRIMINATION

- 6.1 In the administration of the Agreement and in ASEA/AFSCME Local 52's relationship with the members of Laborers' individually and collectively, there shall be no discrimination

because of sex, race, color, creed, religion, age, disability, marital status, change of marital status, sexual orientation, ancestry, parental status, national origin, or Laborers' activity.

ARTICLE VII HIRES AND PROBATION

- 7.1 Whenever job vacancies occur, the Business Manager will post notice of all such vacancies at each ASEA/AFSCME Local 52 office. Such posting will be done at least ten (10) working days prior to filling such vacancies. The Business Manager will provide a brief description of the duties of the position, the starting salary, and the minimum requirements or qualifications for the position. Employees who wish to be considered for such vacancy must notify the Business Manager or his/her designee in writing prior to the expiration of the ten (10) working day posting period.
- 7.2 The probationary period for new employees in the Information Officer, Public Relations Specialist, Administrative Assistant III, Internal Organizer, Internal/External Organizer/Business Agent and Business Agent classes shall be twelve (12) months from date of hire. The probationary period for all other employees covered by this agreement shall be six (6) months from date of hire. Upon promotion to a different job class a new probationary period of six (6) months shall be served. If during the probationary periods in Article 7.2 the Business Manager determines the employee is satisfactorily performing the duties of the position the Business Manager may move the employee to permanent status prior to the completion of the probationary period. The employee will receive a seniority step at that time.
- 7.3 In instances where an employee is laid off during the probationary period upon recall all time worked shall be credited towards completion of the probationary period.
- 7.4 An Employee will have successfully completed probation unless notified in writing to the contrary before the start of the tenth (10th) day prior to the end of the probationary period. The Employer will give in writing reasons the employee failed to successfully complete probation. If during the probationary periods in Article 7.2 the Business Manager determines the employee is not performing satisfactorily the duties of the position, the Business Manager may, onetime only, extend the probationary period for a time not to exceed six (6) months. The employee will receive a seniority step on completion of the probationary period.
- 7.5 If during the probationary period, the Business Manager determines a promoted employee is not performing satisfactorily the duties of the position to which he/she is promoted, the employee shall be returned to the former position the employee held.
- 7.6 The probationary period shall be regarded as a part of the examination process, which shall be utilized for closely observing the employee's work and adjustment to the position. The Employer's decision to terminate a new hire during their initial probationary period is subject to the provisions contained in Article VIII of this Agreement.

ARTICLE VIII DISCHARGE AND DISCIPLINE

- 8.1 Discipline and discharge shall be for just cause and with due process. The Employer subscribes to the principles of progressive discipline.
- 8.2 Before imposing discipline, the Employer shall meet with the Laborers' and the bargaining unit member to afford the member the opportunity to hear evidence against him or her, and to offer evidence in their defense.
- 8.3 Disciplinary documents will be considered inoperative, and removed from all personnel files twenty-four (24) months after they are filed unless there are other occurrences of a similar nature within that period.
- 8.4 The employee may opt to have a steward or Laborers' representative present during any and all disciplinary proceedings.
- 8.5 Except in cases of egregious conduct including but not limited to gross disobedience, dishonesty, theft, chemical or alcohol intoxication, physical misconduct, abusive or lewd behavior, or abandonment of duties, all permanent employees who are terminated from employment shall be given two (2) weeks' notice or two (2) weeks salary in lieu of notice.
- 8.6 Notwithstanding the Provisions in Section 8.1, if an employee is guilty of egregious conduct they may be subject to immediate discipline or discharge.

ARTICLE IX GRIEVANCE AND ARBITRATION PROCEEDINGS

- 9.1 A grievance shall be any controversy or dispute relating to any matter of wages, hours, and working conditions, or involving interpretation or application of any provision of this Agreement. Grievances shall be processed in the following manner.

STEP 1 The Laborers' by its affected member, Steward, Business Agent, or Laborers' Business Manager shall take up the grievance or dispute with the Business Manager or his/her designee within twenty (20) working days of the date of its occurrence or from the date the employee became aware of its occurrence. The Business Manager or his/her designee shall attempt to resolve the matter and shall respond within ten (10) working days.

STEP 2 If the grievance is unsettled within five (5) working days from the receipt of the Step 1 response or the day the Step 1 response was due, whichever is earlier, the Laborers' Representative and the Business Manager shall mutually select a mediator. The parties agree to use all due diligence to schedule the mediation within thirty (30) calendar days. Mediation shall be considered to have failed upon notice from the mediator that a settlement cannot be reached. The findings of the mediator shall be reduced to writing, either by the mediator or the parties, and provided to both parties.

STEP 3 If the grievance is unsettled at Step 2, the Laborers' Representative may within fifteen (15) working days after mediation fails request arbitration by written notice to the Business Manager. The parties will meet to select an arbitrator within ten (10) working days. The arbitrator selected should be able to commit to a time schedule that will result in a prompt resolution to the grievance. The American Arbitration Association or other mutually agreed upon organization shall be requested by either or both parties to provide a panel of seven (7) arbitrators. Both the Business Manager and Laborers' shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

9.2 Expenses for the arbitrator shall be apportioned by the arbitrator using the arbitrator's decision as a guide. The losing party shall be expected to pay a higher percentage of such costs. Each party shall be responsible for compensating its own counsel, if desired.

9.3 The decision of the arbitrator shall be final and binding on the parties.

9.4 The arbitrator shall have no authority to rule contrary to, amend, add to, subtract from or eliminate any of the terms of this Agreement. Questions of arbitrability shall be decided by an arbitrator.

ARTICLE X STEWARDS

10.1 Laborers' Stewards and grieving employees shall be allowed a reasonable period of time during working hours to investigate and process grievances and to attend arbitrations. Laborers' shall provide the Business Manager with the name(s) of the Steward in each office of ASEA/AFSCME Local 52 and the name(s) of other Laborers' representatives who are authorized to process grievances beyond step 1 of the grievance procedure.

ARTICLE XI PERSONNEL FILES

11.1 An employee shall have the right, upon written request to the employer, to review and to obtain copies of the contents of any file containing bargaining unit personnel/payroll information concerning the employee. A representative of Laborers' may, at the employee's written request, review and obtain copies of the employee's file.

11.2 An employee shall receive a copy of any material commending or reproofing an employee that is placed in the employee's personnel file. The employee shall have the right to file an answer to any information placed in the employee personnel file. Said answer shall be attached to the file copy of the document in question. An employee who alleges that information in his/her personnel file is false, erroneous, or to his/her detriment shall have the right to file a grievance for the purpose of having such information corrected or expunged.

11.3 No secret personnel files shall be kept.

11.4 Personnel matters shall be confidential.

ARTICLE XII LAYOFF AND RECALL

- 12.1 Should ASEA/AFSCME, Local 52 have to reduce the number of employees within a field office or headquarters, temporary employees shall be laid off first. Should further layoffs be necessary, the least senior employee in the affected job classification series in the Northern, South Central, or South Eastern region shall be laid off first. In the case of layoff, the Internal/External Organizer/Business Agent, and Business Agent classifications will be considered as one (1) classification series. Should a reduction in the workforce become necessary, the Employer will negotiate severance incentives at that time. A reduction in the number of employees will not be considered unless there is at least a ten percent (10%) reduction in the amount of dues revenues from the previous fiscal year.
- 12.2 Employees laid off shall be maintained on a recall list for two (2) years from the layoff date. Whenever job openings occur such employees will be recalled to their former position, or any substantially equivalent position, on the basis of seniority. The Employer shall send notice by certified mail to the employee's last known address. Employees shall be notified they have ten (10) working days to respond to that notice from their date of receipt. Employees failing to respond within ten (10) working days to a notice of recall position in their geographic area shall no longer be maintained on a recall list. Employees refusing or failing to respond to accept a position outside the geographic area of layoff shall continue on the recall list.
- 12.3 Employees to be laid off will be given at least thirty (30) days notice of layoff with a copy to Laborers'.

ARTICLE XIII TRANSFERS AND REASSIGNMENTS

- 13.1 Qualifications, experience, and the requirements of the assignment and position shall be used as the criteria in all cases of transfer. All things being substantially equal, seniority shall prevail. Employees shall not be subject to involuntary transfer to a position outside their geographic area.
- 13.2 Whenever a transfer or reassignment is initiated by the Business Manager, the Employer shall pay reasonable moving and transportation expenses.

ARTICLE XIV PERSONAL LEAVE

- 14.1 Personal leave will be accrued to each employee who has attained seniority as follows:

18.750 Hours/Month	0-2	Years
22.500 Hours/Month	2-5	Years
24.375 Hours/Month	5-10	Years
28.125 Hours/Month	10 +	Years

- 14.2 Personal leave shall be used on an hour for hour basis with eight (8) hours equal to one day.
- 14.3 Personal leave balances will appear with the employee's paycheck once per month indicating the balance as of the first of the month, including accrual.
- 14.4 When an employee terminates employment with ASEA/AFSCME Local 52 the employee will be paid the cash equivalent of their balance of personal leave.
- 14.5 Employees shall use at least eighty (80) hours of personal leave between July 1st and June 30th of the subsequent year. The Employer shall notify the employees of their required leave usage in writing on a monthly basis. Any employee who does not use the minimum leave shall have the unused portion deducted from their leave balance account as of June 30th. In the event the Employer does not allow an employee to use at least eighty (80) hours in the leave year, the leave shall be carried forward.
- 14.6 An employee's request for personal leave will not be unreasonably denied.
- 14.7 Annually, between July 1st and June 30th of each fiscal year, each employee may be allowed to cash out ten (10) days of personal leave, as long as the employees leave balance does not fall below eighty (80) hours. Additional hours may be cashed out upon written approval of the Business Manager on a case-by-case basis. Any cash out will not be considered as a substitute for Section 14.5 above.

ARTICLE XV OTHER LEAVE TIME

- 15.1 Upon request, leave without loss of pay shall be granted to an employee who is required to be present for jury duty or subpoenaed as a witness to a legal proceeding.
- 15.2 Employees shall be allowed up to eighty (80) hours of personal leave in the event of serious illness or death of the employee's spouse, domestic partner, child, stepchild, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, brother or sister, grandparent or grandchild.
- 15.3 Employees will be granted leaves of absence without pay for reasonable periods of time upon approval of the Business Manager.
- 15.4 If a bargaining unit member has exhausted his or her personal leave and would otherwise qualify for Family Medical Leave under the Federal law with a larger employer, other bargaining unit members may individually donate his or her leave hours to that member. Notwithstanding the provisions of the Federal Family and Medical Leave Act, the Employer agrees to apply the provisions of the Federal FMLA to all employees in the bargaining unit. Other donated personal leave may be approved by the Business Manager.
- 15.5 A Union Business Leave account is established for use by Union members for Union contract negotiations. Each Union member will donate one (1) hour per year to cover the leave requirements for contract negotiations. Should the amount of leave necessary exceed

the number of hours in the account, the excess will be divided equally between the members. Such donation of leave will be made at the conclusion of contract negotiations.

ARTICLE XVI HOLIDAYS

- 16.1 All employees shall be entitled to, and compensated for all holidays as listed below:
- a. The first (1st) of January, known as New Year's Day
 - b. The third (3rd) Monday in January, known as Martin Luther King, Jr. Day
 - c. The Monday in February known as President's Day
 - d. The last Monday in March, known as Seward's Day
 - e. The last Monday in May, known as Memorial Day
 - f. The fourth (4th) of July, known as Independence Day
 - g. The first (1st) Monday in September, known as Labor Day
 - h. The eighteenth (18th) of October, known as Alaska Day
 - i. The eleventh (11th) of November, known as Veteran's Day
 - j. The fourth (4th) Thursday and Friday in November, known as Thanksgiving holidays
 - k. The twenty-fifth (25th) of December Christmas Day
 - l. The floating holiday to be used at the employee's choice
- 16.2 Every day designated by public proclamation by the Governor of Alaska or by the President of the United States as a legal holiday, only as it applies to the General Government Employees.
- 16.3 A designated holiday will normally be observed on the calendar day on which it falls. Holidays falling on Saturday or Sunday will be observed the preceding Friday when the holiday falls on Saturday, and will be observed the following Monday when the holiday falls on Sunday. Employees shall not be required to work on holidays or the day of observance. When a holiday falls on an employee's scheduled day off, other than Saturday or Sunday, the day of observance shall be rescheduled to another day within the pay period.

ARTICLE XVII OVERTIME, HOLIDAY PAY, WORKWEEK, AND OFFICE HOURS

- 17.1 17.1 The parties agree that all Bargaining Unit Members are overtime eligible. All overtime must be pre-approved by the employer, whenever practical.
- 17.2 Employees shall be paid at the rate of one and one half (1.5) times the appropriate rate of pay for time worked in excess of eight (8) hours during a regular work day and for time worked on a regular day off, unless the employee is working an alternate workweek as defined in Section 17.6 of this agreement.
- 17.3 Employees shall be paid at the rate of one and one half (1.5) times the appropriate rate of pay for time worked on a holiday. Such holiday pay shall be in addition to regular rate of pay for the holiday.

- 17.4 The workweek shall begin at 12:00 midnight on Sunday and shall end at midnight the following Sunday. If the employee has an early morning meeting, or other work related activity, and/or if the employee knows that they have a late meeting they shall make every effort to adjust their workweek so that it does not exceed forty (40) hours.
- 17.5 Office hours shall be 8:00 a.m. to 5:00 p.m.
- 17.6 The Business Manager will enter into alternate workweek agreements with individual employees on a case-by-case basis. The workweek agreements will be done in consultation with the individual employee and require approval of the Business Manager. The schedules will be determined to insure that there is adequate staffing in each office for each day of the standard workweek.

ARTICLE XVIII JOB CLASSIFICATIONS AND SALARIES

- 18.1 The salary schedule shall increase three percent (3%) in year one (1) of this agreement. In year two (2) the salary schedule will increase by three percent (3%) or by the increase received by the General Government Unit for that same time period, whichever is greater; and in year three (3) the salary schedule will increase by three percent (3%) or by the increase received by the General Government Unit for the same time period, or whichever is greater. Steps beyond Step Eight (8) will be expanded indefinitely to provide a three and three quarter percent (3.75%) increase every two (2) years.

Wage Scale Effective 7/1/2009 - 6/30/2010

											2 Years	2 Years	2 Years	2 Years
Job Classification	Probation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
Effective Date	1-Jul-09	1-Jul-09	1-Jul-09	1-Jul-09	1-Jul-09	1-Jul-09	1-Jul-09	1-Jul-09	1-Jul-09	1-Jul-09	1-Jul-09	1-Jul-09	1-Jul-09	
Receptionist	\$27,933	\$28,981	\$30,067	\$31,195	\$32,364	\$33,578	\$34,837	\$36,144	\$37,499	\$38,905	\$40,364	\$41,878	\$43,448	
Secretary	\$34,734	\$36,036	\$37,387	\$38,789	\$40,244	\$41,753	\$43,319	\$44,943	\$46,629	\$48,377	\$50,191	\$52,074	\$54,026	
Data Processing Technician	\$40,806	\$42,336	\$43,924	\$45,571	\$47,280	\$49,053	\$50,892	\$52,801	\$54,781	\$56,835	\$58,966	\$61,177	\$63,472	
Accounting Technician	\$45,555	\$47,262	\$49,035	\$50,874	\$52,782	\$54,761	\$56,814	\$58,945	\$61,155	\$63,449	\$65,828	\$68,297	\$70,858	
Accountant	\$52,781	\$54,761	\$56,814	\$58,945	\$61,155	\$63,448	\$65,828	\$68,296	\$70,857	\$73,514	\$76,271	\$79,131	\$82,099	
Network Specialist	\$46,149	\$47,880	\$49,676	\$51,538	\$53,471	\$55,476	\$57,557	\$59,715	\$61,954	\$64,278	\$66,688	\$69,189	\$71,783	
Information Officer	\$51,736	\$53,676	\$55,689	\$57,777	\$59,944	\$62,192	\$64,524	\$66,944	\$69,454	\$72,059	\$74,761	\$77,564	\$80,473	
Public Relations Specialist	\$53,676	\$55,689	\$57,777	\$59,944	\$62,192	\$64,524	\$66,943	\$69,454	\$72,058	\$74,761	\$77,564	\$80,473	\$83,490	
Legal Secretary/ Paralegal	\$45,965	\$47,689	\$49,477	\$51,332	\$53,257	\$55,254	\$57,326	\$59,476	\$61,706	\$64,020	\$66,421	\$68,912	\$71,496	
Admin Assistant I	\$37,977	\$39,401	\$40,879	\$42,411	\$44,002	\$45,652	\$47,364	\$49,140	\$50,983	\$52,895	\$54,878	\$56,936	\$59,071	
Admin Assistant II	\$42,412	\$44,002	\$45,652	\$47,364	\$49,140	\$50,983	\$52,895	\$54,878	\$56,936	\$59,071	\$61,286	\$63,585	\$65,969	
Admin Assistant III	\$47,363	\$49,140	\$50,983	\$52,895	\$54,878	\$56,936	\$59,071	\$61,286	\$63,585	\$65,969	\$68,443	\$71,010	\$73,672	
Internal Organizer	\$52,089	\$54,043	\$56,069	\$58,172	\$60,353	\$62,616	\$64,964	\$67,401	\$69,928	\$72,550	\$75,271	\$78,094	\$81,022	
Internal/External Organizer/ Business Agent	\$58,294	\$63,152	\$65,520	\$67,977	\$70,526	\$73,171	\$75,915	\$78,762	\$81,715	\$84,780	\$87,959	\$91,257	\$94,679	
Business Agent	\$58,294	\$63,152	\$65,520	\$67,977	\$70,526	\$73,171	\$75,915	\$78,762	\$81,715	\$84,780	\$87,959	\$91,257	\$94,679	

- 18.2 Probationary bargaining unit members shall receive a seniority step after successful completion of probation. The anniversary date for seniority steps will be the date the probationary period is completed. If the probationary period is extended, the seniority step will be effective on the date the probationary period would have been completed absent any extension. That date will be the anniversary date for all future seniority steps.
- 18.3 The Business Manager agrees to give written notice to the Laborers' of any new, revised, or proposed classifications and starting salary, and negotiate the salary of these and other job classifications that may arise during the term of this agreement.
- 18.4 Employees shall be paid by direct deposit on the fifteenth (15th) and the last day of the month. If either payday shall fall on a holiday, Saturday, or Sunday, the last preceding workday shall be a payday.
- 18.5 In the event an employee does not receive their pay by pay day, the Employer shall pay the employee a penalty of forty dollars (\$40.00) per day for each day after payday, until the employee receives their check. The employee's right to receive penalty pay is waived by each day the correct time sheet is late.
- 18.6 Nothing in this Article is intended to prevent the Business Manager from placing a new hire at an advanced salary step in Section 18.1 in order to compensate him or her for education or experience earned prior to employment.
- 18.7 Those bargaining unit members who are eligible for annual seniority steps on the wage schedule in Section 18.1 shall receive them on their seniority anniversary date each fiscal year.
- 18.8 Should the General Government Unit experience changes in the geographic differentials paid to its members working in Juneau, Sitka or Fairbanks, the Business Manager and the Laborers' agree to reopen this agreement for the purpose of negotiating geographic differentials for the bargaining unit members.

ARTICLE XIX INSURANCE AND RETIREMENT

- 19.1 The Employer will, upon submission of premium costs by the Alaska Laborers Construction Industry Health and Security Fund, contribute the amount required as follows:

July 1, 2009 to June 30, 2010	\$1,073.00 per month
July 1, 2010 to June 30, 2011	\$1,123.00 per month
July 1, 2011 to June 30, 2012	\$1,173.00 per month

These monthly contributions will provide the Employee and the Employee's spouse and qualified dependents with health insurance through the Alaska Laborers Construction Industry Health and Security Fund.

19.2 The Employer at no cost to the employee, shall provide the employee with life insurance in the principal amount of two and one half (2.5) times the employees' annual salary.

19.3 All bargaining unit members shall be enrolled in the defined benefit retirement plan of Alaska Laborers-Employers Retirement Fund in accordance with the following tables:

July 1, 2009 to June 30, 2010

Months 1 – 36	\$2.10 per hour
Months 37 – 60	\$4.88 per hour
Months 61 – 120	\$5.15 per hour
Months 121 and thereafter	\$5.88 per hour

July 1, 2010 to June 30, 2011

Months 1-36	\$2.42 per hour
Months 37-60	\$5.63 per hour
Months 61-120	\$5.93 per hour
Months 121 and thereafter	\$6.78 per hour

July 1, 2011 to June 30, 2012

Months 1-36	\$2.66 per hour
Months 37-60	\$6.19 per hour
Months 61-120	\$6.52 per hour
Months 121 and thereafter	\$7.45 per hour

19.4 The Laborers' may rearrange the benefit package by moving payments from benefit to benefit. They may do so by notifying the Employer, in writing, at least thirty (30) days before such change becomes effective. Such changes can be made by the Laborers' only prospectively. In the event the Laborers' elect to rearrange the benefit package as described herein, the Laborers' must also notify the affected employees of the change in writing and provide proof of such notification to the Employer.

19.5 The Employer agrees to contribute the following for each compensable hour accredited to Employees for the Legal Service Fund. The said contributions are to be computed solely on the total number of compensable hours and are not to be included in wages or in computation of overtime.

July 1, 2009 to June 30, 2010	\$0.05 per hour
July 1, 2010 to June 30, 2011	\$0.10 per hour
July 1, 2011 to June 30, 2012	\$0.15 per hour

ARTICLE XX AUTOMOBILE ALLOWANCE

20.1 At no cost to the employee, the Employer shall provide each employee with a parking space. Parking spaces for the Fairbanks office shall include access to energized electrical outlets.

- 20.2 The Employer shall pay employees who are on authorized union business the maximum mileage allowance allowed by the Internal Revenue Service for each mile driven for ASEA/AFSCME, Local 52 business, excluding commuting to work.
- 20.3 All employees who are required to use their car to do the business of the Employer and have to drive in excess of forty (40) miles in a month shall, upon request, be paid an additional automobile allowance of thirty-five dollars (\$35.00) for that month. The Employer will pay the difference between the costs of collision insurance for personal purposes and for work purposes for those Employees required to use their automobiles for work purposes.

ARTICLE XXI TRAVEL, MEALS AND INCIDENTAL ALLOWANCE

- 21.1 The Employer shall arrange and prepay airfare and hotel accommodations when possible. Vehicle rental will be prepaid if the rental is pre-approved by the Business Manager. All bargaining unit members shall be paid a meal allowance while in travel status on assigned ASEA union business. The meal allowance will be paid in accordance with the following schedule: Midnight – 10:00am (breakfast); 10:00am to 3:00pm (lunch); 3:00pm to Midnight (dinner). In no case shall the allowance be less than \$12.00 for breakfast; \$16.00 for lunch; and \$32.00 for dinner. During the life of this agreement should the State of Alaska increase the meal allowances paid to the General Government Unit members, the Employer shall increase the amount paid to its employees by an equal amount. In instances where the employer provides meals and lodging, the employee has no entitlement to any per diem of any type. All other necessary receipted expenses will be reimbursed in full by the employer. Bargaining unit members traveling on official ASEA Union business in locations where commercial lodging is available, who choose not to utilize commercial lodging, but rather obtain non-commercial lodging, shall be provided a lodging allowance of \$30.00 per day. Employees shall be reimbursed for all other allowable incidental expenses, including ground transportation, within fifteen (15) days after ASEA/AFSCME Local 52's receipt of employee's receipts and a written request for reimbursement. If the employee's approved reimbursement is not received within fifteen (15) days of receipt of request, the employee shall receive penalty pay as specified in 18.5.

ARTICLE XXII SAFETY STANDARDS

- 22.1 Nothing in this Agreement is intended to, nor shall it, be used to violate any federal law or state law or safety standard or other requirement of law, nor is it intended to allow public or personal damage to continue to the detriment of either ASEA/AFSCME Local 52 or its employees.
- 22.2 When in the opinion of the employee a hazardous condition exists, the employee may refuse to enter a work site or discontinue working where a hazard has been identified.

ARTICLE XXIII CONTINUING EDUCATION AND TRAINING

- 23.1 The Employer will reimburse tuition costs and standard fees, including books, upon satisfactory completion of pre-approved work related courses taken during non-working hours at a college accredited educational institution.
- 23.2 The Employer will utilize the resources of American Federation of State County and Municipal Employees (AFSCME) and shall regularly schedule training courses offered by AFSCME.
- 23.3 The employer shall contribute thirty-five cents (\$.35) per hour to Laborers' Local 341's Training Trust for each employee in the bargaining unit. Laborers' Local 341 agrees that all bargaining unit members shall receive equal consideration for training from the Trust. In years two (2) and three (3) of this Agreement the Employer shall contribute forty cents (\$.40) to Alaska Laborers Training Trust for each employee in the bargaining unit.

ARTICLE XXIV MANAGEMENT RIGHTS

- 24.1 It is recognized that the Employer retains the right, except as otherwise provided in this Agreement, to manage the affairs of ASEA/AFSCME Local 52 and to direct its work force. Such functions include but are not limited to:
 - 24.1.1 Recruit, examine, select, promote, transfer, and train employees, and to determine the times and methods of such actions;
 - 24.1.2 Assign and direct the work; develop and modify class specifications; designate duty stations and assign employees to original duty stations;
 - 24.1.3 Reduce the work force due to lack of work, funding, or other cause consistent with efficient management;
 - 24.1.4 Discipline, suspend, demote, or dismiss employees for just cause; and
 - 24.1.5 Establish reasonable work rules and assign the hours of work.

ARTICLE XXV LEGAL INDEMNIFICATION

- 25.1 Upon written request by the employee, the Employer shall provide for the legal defense of an employee in any civil action brought against the employee as a result of the employee's performance as required by the Business Manager.
- 25.2 An employee charged in any civil action in the performance of the employee's duties as required by the Employer shall not lose his/her position, pay, or benefits. Costs stemming from a civil suit against an employee in the performance of his/her duties shall be borne by the Employer, including any judgment rendered against the employee. However, the Employer reserves the right to take appropriate disciplinary action if wrongdoing is discovered during the course of a civil action against an employee, and the Employer has just cause to do so.

**ARTICLE XXVI ALASKA LABORERS' POLITICAL EDUCATION
COMMITTEE FUND**

26.1 Upon proper written authorization from the Employee, the Employer agrees to deduct a minimum of five dollars per pay period from the wages of those Employees who voluntarily authorize such deduction to the appropriate Laborers' ALPEC committee.

ARTICLE XXVII DURATION OF AGREEMENT

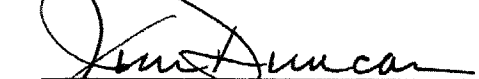
- 27.1 Agreement in whole shall become effective July 1, 2009.
- 27.2 Agreement shall continue in effect until 12:00 midnight June 30, 2012.
- 27.3 Employer and Laborers' agree to meet at reasonable times for discussion of this Agreement, its interpretations, or modifications. The Employer and Laborers' agree to designate representatives having authority to negotiate for their respective interests.

ARTICLE XXVIII UNION LABOR

28.1 The Employer agrees to use union labor whenever possible for any work done in the ASEA/AFSCME Local 52 offices, including but not limited to, carpentry, deep cleaning, furniture moving or storage, and repairs.


Agreed to by the Parties this 1st Day of July, 2009

For ASEA/AFSCME Local 52

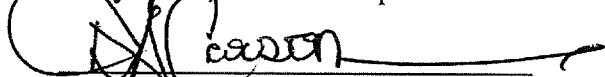

James Duncan, Business Manager

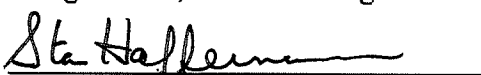

Fate Putman, Assistant Business Manager

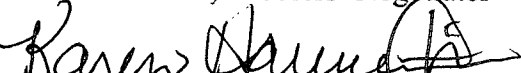
For Laborers' Local 341

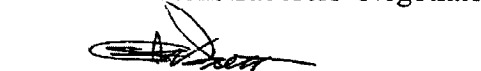

A.J. "Joey" Merrick II, Business Manager


Stacy Allen, Business Representative


Doug Carson, Laborers' Negotiator


Stan Hafferman, Laborers' Negotiator


Karen Hamilton, Laborers' Negotiator


Dick Isett, Laborers' Negotiator