

LETTER OF AGREEMENT
between the
STATE OF ALASKA
and the
ALASKA STATE EMPLOYEES ASSOCIATION
representing the
GENERAL GOVERNMENT UNIT

LOA 03-G-

The following amendments to the General Government collective bargaining agreement are effective July 1, 2003:

1. Notwithstanding the 1500 Bargaining Unit member threshold in Article 26, the Employer will not force the leave conversion for the duration of the agreement but will provide a window period of 30 days beginning November 1, 2003, and ending November 30, 2003 in which the employees may elect conversion to personal leave with the actual conversion processing with the pay period ending December 15, 2003.
2. Article 22.03 C 1 is added: In conjunction with subsection A above, and provided that the Employer received at least a 2 hour notice prior to the beginning of the shift to be filled the following will occur before requiring mandatory overtime; the Employer shall consider and utilize reasonable alternatives including, but not limited to maintaining and utilizing a Voluntary Work Assignment Call List and rotating overtime assignments through the Voluntary Work Assignment Call List. In the event an employee fails to provide a 2 hour notice, the Employer shall endeavor to utilize qualified volunteers and shall accept a qualified volunteer for the overtime assignment.
3. Article 22.03 C 2 is added: The Employer will maintain a roster of all employees available for mandatory overtime assignments. Mandatory overtime assignments shall be rotated equitably. An employee who has worked voluntary overtime of at least four hours in duration within the past 30 calendar days shall have the right to one pass on a mandatory overtime requirement. In the event that all employees on the mandatory overtime list decline, the Employer has the right to refuse to accept the declination by the employee.
4. Article 22.06 B is amended to read: All hours worked on a holiday shall be paid at the holiday premium rate of time and one-half (1.5) the appropriate payrate, in addition to seven-and-one-half (7.5) hours straight time holiday pay. Hours that an employee works and for which he/she is compensated at the holiday premium rate shall be considered hours worked for purposes of computing overtime eligibility under Article 22.02. Hours worked on a holiday shall be credited only once in the calculation of hours in the workweek. Exclusive of Holiday Pay provided for by 24.01, no single hour worked at any time in a work period will be paid at greater than time and one-half.
5. Article 21.07 A 5 is added: Bargaining unit members will be notified by copy of any alterations to their time sheet. All alterations will be made in a manner that does not obliterate or obscure the original time as reported by the employee.
6. Article 32 A is amended to read: The Employer shall make a good faith effort to make designated parking areas available for bargaining unit members. It is the parties' intent to ensure that all parking spaces available to classified employees of the executive branch not specifically dedicated to a particular use by law, regulation, or collective bargaining agreement will be available to bargaining unit members in proportion to the number of bargaining unit members at a location or facility.

7. Article 32 E is added: In accordance with the provisions of Article 7, the parties agree to establish Labor Management Committees to be charged with making recommendations to the Commissioner of the Department of Administration regarding parking issues in Juneau and Anchorage.
8. Article 29.03 is amended to read: When a bargaining unit member is injured as a direct result of a physical assault by a client, inmate, resident, or patient in the course of the performance of the employee's duties which causes him/her to be unable to perform his/her duties, and which qualifies for Workers' Compensation, the Employer will continue to make the health insurance contribution as if in pay status for up to 120 calendar days from the date of qualification for Workers' Compensation.

In order to be eligible for the Employer contributions, the injured employee must report the incident on the Employer provided form within 10 calendar days of the assault.

9. Article 19.03 A is amended to read: The Union will continue to provide health benefits to GGU employees through an employee directed health benefit trust, hereafter known as the ASEA Health Benefits Trust, or other appropriate delivery mechanism.
10. Article 19.03 B is amended to read: The employer contribution to the ASEA Health Benefits Trust shall be seven hundred and five dollars (\$705.00) per eligible employee per month effective July 1, 2003.
11. Article 19.03 C is removed.
12. Article 19.03 D is amended to read: The terms of the Letter of Agreement 01- GG-296 entered into by the parties shall continue in effect unless expressly changed by this collective bargaining agreement.
13. Article 19.03 F is amended to read: Up to six (6) trustees representing the Union on the Board of the ASEA Health Benefits Trust shall each be provided with up to four (4) days of release time per fiscal year in accordance with article 7 of this Agreement.
14. Article 19.03 G is removed.
15. Article 19.03 H is amended to read: The Union shall provide at least sixty (60) days advance notice of any required deduction rate changes in writing to the Commissioner of Administration and the Director of the Division of Finance. In the event that the plan is converted to an elective coverage plan providing for varying deduction rates, the Union agrees to provide the Employer with at least one hundred twenty (120) days advance notice changes in writing to the Commissioner of Administration and the Director of the Division of Finance of the plan structure change (these days of notice to the Employer may be shortened by mutual agreement of the parties).
16. Article 19.03 J is removed.
17. Article 19.03 K is amended to read: Under no circumstances shall the State be responsible for the payment of any benefits or claims under the health and welfare or insurance plan(s) administered by the Union or its agents, successors or assignees. The State of Alaska shall be indemnified and held harmless from any and all claims and actions of whatever nature or consequence arising from the exemption of bargaining unit members from the State's group insurance plan, or claims for payments of, or failure to pay, or any other claims arising out of the transfer or management of funds or assets, or the administration of the plan or plans or benefits, or the exemption of the represented unit from the State's group health plan, including any claims

arising from the non-coverage of eligible employees or qualified spouses and dependents. This agreement does not release the State from forwarding contributions required by the collective bargaining agreement. By entering into this Agreement, ASEA/AFSCME Local 52 agrees to relieve the State of Alaska of any obligation to obtain, maintain or administer an insurance plan under AS 39.30.090 covering eligible bargaining unit members or qualified spouses and dependents. No dispute under or relating to such benefits or claims shall be subject to the grievance-arbitration procedure in the collective bargaining agreement except an allegation that the Employer failed to make the agreed upon contributions. The Union agrees and undertakes to assure that any alternative health benefits plan or health and welfare plan implemented under this Agreement is in compliance with all applicable Federal and State laws and regulations. The parties acknowledge that discrepancies between employee eligibility and corresponding contributions will frequently arise and may exist in any month. The parties will exercise all due diligence in reconciling contributions and eligibility on a monthly basis, including adjustments of overpayments and underpayments as necessary.

No provision of the July 1, 2000 through June 30, 2003, master agreement not specifically referenced herein is modified by this agreement.

FOR THE STATE OF ALASKA:

FOR ASEA/AFSCME Local 52:

Mike Miller, Commissioner
Department of Administration

Jim Duncan
Business Manager

Date

Date