



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Administration

PAULA VRANA, COMMISSIONER

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Juneau, AK 99811
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www.doa.alaska.gov

April 17, 2023

The Honorable Gary Stevens
Senate President
Alaska State Legislature
State Capitol Room 111
Juneau, Alaska 99801-1182

Re: Public Safety Employees Association representing the members of the Department of Public Safety Collective Bargaining Agreement Monetary Terms

Dear President Stevens:

I am required by the Public Employment Relations Act (AS 23.40.070-260) to report the monetary terms of any agreement reached with an employee organization. By copy of my memorandum to Neil Steininger, Director of the Office of Management and Budget (enclosed), please accept my report of the monetary terms of July 1, 2023 through June 30, 2026 collective bargaining agreement with the Public Safety Employees Association representing the members of the Department of Public Safety.

The monetary terms of this agreement must be submitted to the Legislature for approval pursuant to AS 23.40.215.

If my staff or I may answer any questions or provide further information, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink that reads "Paula Vrana".

Paula Vrana
Commissioner
Department of Administration

Enclosure

cc: Neil Steininger, Director of the Office of Management and Budget

3.05 - Dues Deductions

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

TA-J
Kate Shuman
4/14/23

Shawn Kozdi
4/14/23 TA

8.01 - Applicability of the Alaska Administrative Manual

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

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

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

When a member, excluding a nonpermanent member, is required to change his/her place of residence due to a transfer or change of State housing, he/she shall be reimbursed for transportation and moving expenses under the Alaska Administrative Manual in effect on the date of travel.

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

TA'd
Kate Surin
4/14/23

Shawn Kooli
4/14/23 TA

2/9/23

11.05 - Termination of Seniority

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

- 1) Discharge;
- 2) Non-retention;
- 3) Resignation;
- 4) Layoff for a period of two (2) years or more;
- 5) Failure of the member to accept and report for duty within thirty (30) days after notification of recall from layoff;
- 6) Abandonment of position (failure to report for duty within three (3) days following approved absence);
- ~~7) Classification series seniority shall be terminated upon a change in job class series.~~

Shawn Kyle
Plea

Shawn Kyle
4/14/23 TA

TA'd HS
2/9/23

11.05 - Termination of Seniority

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

- 1) Discharge;
- 2) Non-retention;
- 3) Resignation;
- 4) Layoff for a period of two (2) years or more;
- 5) Failure of the member to accept and report for duty within thirty (30) days after notification of recall from layoff;
- 6) Abandonment of position (failure to report for duty within three (3) days following approved absence);

~~7) Classification series seniority shall be terminated upon a change in job class series.~~

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

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TA &
Kurt Shuman
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Shuman Kurla
4/14/23 TA

2/9/23

11.06 - Retention of Seniority

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

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

Shawn Kunk
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Shawn Kunk
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2/9/23

11.07 (B)(4)

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

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TA'd
Katie Swann
4/14/23

Shunke
4/14/23 TA

12.02 - Notice and Bid Request

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

In the case of involuntary transfer of members with less than five (5) consecutive years of service from the date of most recent hire in their current job series, the Department's usual course of business shall be to select the most senior member within the division with less than five (5) years from the location(s) being reduced and from the members who have not previously transferred. With the exception of pilots that have been accepted into the pilot training program; they shall be considered for involuntary transfer for pilot preferred/pilot required posts. ~~However, special skills or qualifications such as pilot, K-9, and other factors may necessitate an involuntary transfer of a member not in that order.~~ Notification of an involuntary transfer must take place prior to the member reaching five consecutive years of service from the date of most recent hire in their current job series.

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

Shaun Kuzakin

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Kuzakin
4/17/23

19.01 - Probation for Permanent Employees

State Trooper Recruits shall serve an initial probationary period in accordance with the statutory Alaska Police Standards Council (APSC) regulations; however, in no event shall this probationary period be less than 12 months. Incumbents with a current Alaska Police Standards Council certification appointed as State Trooper may serve a reduced initial probationary period of not less than six (6) months. There shall be no probationary period after promotion from State Trooper Recruit to State Trooper. Court Services Officers shall serve a probationary period of twelve (12) months. **Deputy Fire Marshalls shall serve a probationary period of twelve (12) months. (If a DFM 2 has previously served 12 months as a DFM 1, then a secondary probationary shall not be required)**

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

TA'd on 2/9

TA'd
Katie Swanson
4/14/23

Shaw
4/14/23 TA

2/9/23

Probation for Permanent Employees

19.01 - Probation for Permanent Employees State Trooper Recruits shall serve an initial probationary period in accordance with the statutory Alaska Police Standards Council (APSC) regulations; however, in no event shall this probationary period be less than 12 months. ~~Incumbents with a current Alaska Police Standards Council certification appointed as State Trooper may serve a reduced initial probationary period of not less than six (6) months.~~ There shall be no probationary period after promotion from State Trooper Recruit to State Trooper. There shall be no probationary period after promotion from Deputy Fire Marshall 1 to Deputy Fire Marshall 2. Court Services Officers shall serve a probationary period of twelve (12) months.

Shawn Kozak
PSCA

Shawn Kozak
4/14/23 TA

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2/9/23

Shaw
4/14/23 TA

TA'd
Kurt J. J. J.
4/14/23

ARTICLE 15 - WAGES

15.01 - Scope of the Bargaining Unit

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

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

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

15.02 - Salary Schedule

A. Pay Increments

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

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

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

B. Wages

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

~~Effective July 1, 2021, the wage schedule in effect on June 30, 2021 shall be increased by three percent (3%).~~

~~Effective July 1, 2022, the wage schedule in effect on June 30, 2022 shall be increased by three percent (3%).~~

Effective July 1, 2023, the wage schedule in effect on June 30, 2023 shall be increased by seven percent (7%).

Shawn Koralein
4/14/23 TA

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Kris Sumer
4/14/22

Effective July 1, 2024, the wage schedule in effect on June 30, 2024 shall be increased by three percent (3%).

Effective July 1, 2025, the wage schedule in effect on June 30, 2025 shall be increased by ten percent (10%).

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

~~Effective July 1, 2020, or prospectively beginning in the next pay period following receipt of the necessary legislative approval, whichever is latest, the wage schedule in effect on June 30, 2020 shall be increased by four percent (4%).~~

~~Effective July 1, 2021, the wage schedule in effect on June 30, 2021 shall be increased by two percent (2%).~~

~~Effective July 1, 2022, the wage schedule in effect on June 30, 2022 shall be increased by two percent (2%).~~

Effective July 1, 2023, the wage schedule in effect on June 30, 2023 shall be increased by seven percent (7%).

Effective July 1, 2024, the wage schedule in effect on June 30, 2024 shall be increased by three percent (3%).

Effective July 1, 2025, the wage schedule in effect on June 30, 2025 shall be increased by ten percent (10%).

Shane Veen
4/14/23 TA

TA'd
Kia Guder
4/14/23

3. Salary schedules are maintained at the Department of Administration website.
4. Assigned Training Pay – For members attending the ALET Academy or a Lateral Academy Program, and Court Services Officers attending their initial training program, the following conditions shall apply.
 - a. The hourly rate of pay shall be computed by the following formula:

Hourly rate x .4256 = basic training rate of pay.

Members shall be paid as follows:
 - a) Regular Duty Day: The member shall be paid eight (8) hours at straight-time and four (4) hours at the time and one-half (1½) rate of the basic training rate of pay; and
 - b) Regular Day Off (Sixth [6th] and Seventh [7th] Day) and Non-floating Holiday: The member shall be paid eight (8) hours at the time and one-half (1½) rate of the basic training rate of pay.
 - b. Members shall be assigned an uninterrupted and unpaid sleep period in compliance with Fair Labor Standards Act.

15.03 - Education Incentive Premium Pay

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

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

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

Sharon Krum
4/14/23 TA

TA's
Lisa Sumner
4/14/23

15.04 - Geographic Differential

Duty Station	Percentage Above Basic Pay Plan for Fiscal Years 201-2017
Ambler	60%
Anchor Point	0%
Anchorage	0%
Anchorage Intl. Airport	0%
Aniak	50%
Anvik	50%
Auke Bay	5%
Barrow	50%
Bethel	50%
Camp Carroll	0%
Cantwell	15%
Chena River	3%
Chignik	50%
Chitina	0%
Cold Bay	50%
Coldfoot Camp	37%
Cooper Landing	0%
Cordova	11%
Craig	7.5%
Deadhorse	50%
Delta Junction	15%
Denali	0%
Dillingham	37%
Douglas	5%
Dutch Harbor	60%
Eagle	0%
Eagle River	0%
Eielson AFB	3%
Elfin Cove	0%
Elmendorf AFB	0%
Emmonak	50%
Fairbanks	3%
Finger Lake	0%
Fort Richardson	0%
Fort Wainwright	3%
Fort Yukon	37%
Galena	37%
Girdwood	0%
Glennallen	11.25%

Summer 2023
4/14/23 TA

TA a
Kara Summer
4/14/23

Gustavus	0%
Haines	7.5%
Harding Lake	3%
Healy	15%
Homer	0%
Hoonah	7.5%
Hooper Bay	50%
Iliamna	50%
Juneau	5%
Kenai	0%
Ketchikan	7.5%
Kiana	60%
King Cove	50%
King Salmon	50%
Klaweek	11.25%
Kodiak	11%
Kotzebue	60%
Kulis ANG Base	0%
Mackenzie Point	0%
Matanuska	0%
McGrath	37%
Mount Edgecumbe	5%
Nancy	0%
Nenana	3.75%
Ninilchik	0%
Nome	37%
Northway	18.75%
Palmer	0%
Pelican	0%
Petersburg	7.5%
Point Alsworth	50%
Port Moller	50%
Prince of Wales	11.25%
Saint Marys	50%
Sand Point	50%
Selawik	60%
Seward	0%
Sitka	5%
Skagway	0%
Soldotna	0%
Sterling	0%
Sutton	0%
Talkeetna	3.75%
Tazlina	0%
Tenakee Springs	0%

Sharon [Signature]
4/14/23 IA

IA & Kate [Signature]
4/14/23

Togiak	50%
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Tok	15%
Unalakleet	50%
Unalaska	60%
Valdez	11%
Wasilla	0%
Whittier	0%
Willow	0%
Wrangell	7.5%
Yakutat	7.5%

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

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

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

15.05 - Shift Differential

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

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

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

D. Employees returning to limited duty while on worker's compensation or injury leave

James V...
4/14/23 TA

TA'd
Kate Sumner
4/17/23

will be entitled to the shift differential received at the time of injury. A member returning

Sharon Klein
4/14/23 TA

TA'd
Katie Smith
4/14/23

to limited duty from a non-work-related injury will be paid the differential of the shift assigned.

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

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

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

15.06 - Holiday Worked

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

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

15.07 - FTO/OIC Differential

A. Department of Public Safety

- 1) A member assigned to Field Training Officer (FTO) duty shall receive a pay differential of seven and one-half percent (7.5%) of the member's regular hourly rate for each hour worked in that capacity.
- 2) A member assigned by the supervisor to Officer-In-Charge (OIC) duty shall receive a pay differential of five percent (5%) of the member's regular hourly rate for each hour worked in that capacity. This differential shall apply only to members when supervising other members of equal or higher rank, or to State Troopers supervising Court Services Officers.
- 3) A member shall receive a pay differential of 3.75% of the member's regular hourly rate when assigned supervisory functions over non-

Shawn Vaca
4/14/23 TA

TA'd
Karee Smith
4/14/23

members for a duration of thirty (30) days or more and shall be considered an OIC.

- 4) Differentials in #2 and #3 above cannot be compounded.
- B. When a Department of Public Safety member is simultaneously assigned to FTO and OIC duties, the member shall receive a pay differential of ten percent (10%) of the member's regular hourly rate for each hour worked in those capacities.
- D. Nothing in this section precludes eligibility for other premium pay.

15.08 - Standby

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

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

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

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

15.09 - Recall

- A. If a member is recalled to work after the completion of his/her regular shift, the member shall be paid a minimum of three (3) hours pay at the appropriate overtime rate, provided that should total call-back hours worked exceed three (3), the member shall receive pay at the appropriate overtime rate for all such hours worked. "Recall" shall be defined as the notification of a member after completion of his/her regular shift and having left the premises of the Employer and the requirement that he/she report for duty at a time prior to the commencement of his/her next scheduled shift and not connected to the next shift.
- B. A recalled member who works less than three (3) hours shall not be assigned "make work" in an effort to fill in the minimum guarantee. However, the Employer may assign

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4/14/23 TA

TA'd
Shawn
4/14/23

a member to handle an emergency within three (3) hours of the initial recall without incurring a second minimum guarantee, even where the member has left the workplace.

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

- a. If the additional work assignment has been scheduled prior to the member's leaving the work site at the end of the shift;
- ~~b. If the member who is contacted to return to work is on standby when contacted to return to work;~~
- c. If the member has volunteered to be called for overtime during a specified pay period;
- d. If the member is not required to report to a workstation or other location in order to perform the work.

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

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

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

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

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

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

Telephone call pay shall not be pyramided.

Shawn Ke
4/14/23 TA

TA'd
Katie Shubin
4/14/23

15.11 - Early Call-in

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

15.12 - Interruption of Vacation/Leave

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

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

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

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

15.13 - FLEXIBLE SCHEDULE – INTENT LANGUAGE

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

Shuan V...
4/14/23 TA

TA'd
Kate Smith
4/14/23

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

Nonscheduled or Flexible Scheduled Posts

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

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

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

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

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

"Sleep hours" are those eight (8) consecutive hours that a member shall not normally be interrupted by a call to duty.
2. The member's normal and anticipated workdays for each workweek.
3. The member's normal and anticipated consecutive regular days off.
4. The member's normal and anticipated workweek. The first (1st) workday of the workweek shall be the first (1st) duty day after the normal and anticipated scheduled regular days off. If no workweek is designated, the workweek shall be Sunday midnight to Sunday midnight.
5. A provision for the authorization and utilization of overtime for all hours in pay status beyond forty (40) hours within a workweek.

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

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

7. The duration of the agreed-upon flexible schedule that shall not be less than one (1) workweek.
8. A procedure for the termination or modification of the agreed-upon schedule, with not less than seven (7) calendar days written notice by either party.
9. Flexible schedules shall be reviewed at a minimum of every six months. The review shall be initiated when management instructs the member to propose a new flexible shift schedule, or when the member requests a new schedule be negotiated and submits a proposal. The member may submit the current flexible shift schedule. The member and the designated supervisor shall meet within seven (7) days of the submission of the proposed schedule to discuss any changes and determine if a schedule can be agreed upon.
10. Should the member and the designated supervisor be unable to agree upon a new flexible shift schedule, the member shall remain on his /her previous flexible shift schedule until the dispute is resolved. The first level of review for a disputed flexible shift schedule shall be the Detachment/Bureau Commander. If the dispute is not resolved at that level, it shall be submitted to an Independent Review Board consisting of one member appointed by PSEA, one member appointed by the Department and one member agreed upon by the two review board members.

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

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

15.14 - Workweek

- A. The normal workweek shall consist of forty (40) hours in pay status from Sunday midnight to Sunday midnight within a maximum of five (5) days or eighty (80) hours bi-weekly, including a paid lunch period of one-half (½) hour for days worked less than 12 hours or two one-half (½) hour lunch periods for days worked more than 12 hours. The work schedule shall be no more than five (5) work days with no less than two (2) consecutive days off. Unless the member is on layoff or on leave without pay, the member is guaranteed a forty (40) hour workweek or 80 hours bi-weekly, provided he/she is ready, willing, and able to work.
- B. Members shall receive overtime for all hours in pay status over the member's normal scheduled workday. Overtime shall be paid at one and one-half times (1 ½) of the member's regular hourly rate for all hours authorized in pay status. Overtime shall not be pyramided.
- C. Overtime shall be paid in cash except where a member requests and management approves compensatory time. All compensatory time agreements must be in accordance with the Fair Labor Standards Act.

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

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

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

15.15 - Continuous Hours of Work

If a member is assigned by the Employer and is required to work in excess of sixteen (16) continuous hours, except Sea Duty, those hours in excess of sixteen (16) continuous hours shall be paid at double-time.

15.16 - Sea Duty Pay

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

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- A. Members on Sea Duty shall be assigned an uninterrupted sleep period of eight consecutive hours in each 24 hour period when practicable.
- B. An uninterrupted meal period shall be allowed for each meal, not to exceed three (3) meals per day.
- C. The hourly rate of pay while assigned to Sea Duty shall be computed by the following formula:
$$0.367 \times \text{annualized hourly rate} = \text{Sea Duty Hourly Rate of Pay}$$
- D. All hours of Sea Duty shall be considered hours worked, therefore on:
1. Regular Duty Day: The member shall be paid eight (8) hours at the straight rate and sixteen (16) hours at the time and one-half (1 ½) rate of Sea Duty Hourly Rate of Pay; and
 2. Regular Day Off (Sixth [6th] and Seventh [7th] day) and Non-floating Holiday: The member shall be paid eight (8) hours at the time and one-half (1½) rate and sixteen (16) hours at the double time rate of the Sea Duty Hourly Rate of Pay.
- E. For Sea Duty credited for one, two, three, or four consecutive days, ten (10) hours per day for each day of Sea Duty shall be credited towards fulfilling the minimum workweek/work period and towards the workweek/work period overtime threshold.

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

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

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

15.17 - Village Visits and Field Remain Overnight (RON)

~~16~~ Uniformed Mm members assigned to a village visit RON ~~for AST for AST and AWT~~ shall receive standby pay in addition to each assigned duty pay. ~~This section does not apply to Investigators or SERT members who RON while working on a specific case, assignment or investigation. This section does not apply to SERT members who RON while working on a specific case or assignment.~~

~~16~~17 Members assigned to Field RON for AWT shall receive at least two (2) hours of time worked at the rate of one and one-half (1.5) times the regular rate of pay in addition to each regularly assigned duty day. This time worked at the rate of one and one-half (1.5) times the regular rate of pay will

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not count towards the forty (40) hour flex threshold unless agreed to by the member.

16.1017.10 - Investigator Assignments

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

16.1117.11 - Master & Mate Pay

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

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

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

16.1217.12 - Acting in a Higher Classification

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

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

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16.1317.13 - Instructor Premium Pay

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

16.1417.14 - Diver Premium Pay

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

16.1517.15 - Motor Unit on Highway Premium Pay

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

16.1617.16 - SERT Premium Pay

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

16.1717.17 - Explosive Ordinance Disposal (EOD) Premium Pay

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

16.1817.18 - Pilot Flight Time Premium Pay

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

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

16.1917.19 - Canine Handler Pay

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

16.2017.20 Appointments to a Position in a Lower Job Classification Not in the Same, Parallel, or Closely Related Class

A member who is appointed to a position in a lower job classification not in the same, parallel, or closely related class series shall be paid at the step in the range of the lower job class that best reflects the earned step based on creditable State service. The

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member shall serve a new probationary period in the lower class and shall have a new merit anniversary date established.

16.2417.21 Two Week x Two Week (168 Hour) Work Periods

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

1. The assigned work schedule, as reflected on an assignment worksheet, will consist of fourteen (14) consecutive working days of 12-hour shifts for a total of one hundred sixty-eight (168) hours in pay status, followed by fourteen (14) consecutive days off. The work period will include a one-half (.5) hour paid lunch break approximately half way through each work shift. Unless on layoff or on leave without pay, the members shall be guaranteed a full work period, provided they are ready, willing, and able to work. In accordance with Article 6, Management reserves the right to make final scheduling determinations.
2. If a holiday falls on the member's regularly scheduled day off, the member shall receive payment for the holiday for eight (8) hours at the straight-time rate provided the member was in pay status on the member's last scheduled workday prior to the holiday and the member's first scheduled workday following the holiday. Such holiday pay does not count for the purpose of fulfilling the work period.
3. A member who accepts another position with the Employer will have their step placement determined based on the regular rate of pay for their position, not an "override rate" granted by this Agreement.
4. Members shall receive overtime for all hours in pay status which exceed twelve (12) hours per day. Overtime shall be paid at one and one-half (1½) times of the member's regular hourly rate for all hours authorized in pay status. Overtime shall not be pyramided.
5. Shift assignments will be rotated by one week each calendar year, upon mutual agreement of the member and Management. The state will not pay overtime to members when effectuating the regularly scheduled shift changes.
6. The Employer will provide round-trip transportation to the Duty Station from an assigned departure point: Kenai, Anchorage, or Fairbanks. Members are responsible for reporting to their departure point for travel to their duty station. Members will be authorized up to three (3) pieces of luggage without prior supervisory approval. Members recalled to work on their regular days off, including for court, will be provided round-trip transportation from their assigned departure point. Members are cautioned that Employer provided transportation may be considered by the Internal Revenue Service to be a taxable benefit and could be

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reported as such.

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

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

~~9. Members will reside in employer provided housing but not be responsible for rent or utilities while on this schedule. Members will reside in employer provided housing and will each pay an equal share of the cost of housing as determined by using the rental schedule and formula set out in Article 13. Members will also be responsible for paying an equal share of the utilities, but no more than a combined total of \$250 per month for utilities as set out in Article 13.10. Members will be billed one monthly amount that includes the cost of rent and utilities. Members will not receive per diem in their duty station or while at their assigned departure point.~~

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~~10.9.~~ A member who is assigned to remain at the duty station and work on their Regular Days Off (RDOs) shall receive time and one-half (1½) premium pay for all hours worked on their RDOs regardless of the number of hours worked during their regularly scheduled work period. **Under normal circumstances, they will be assigned to an 8-hour shift with 2 hours of hold over straight pay.**

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

~~14.10.~~ If a member is voluntarily assigned to a duty station outside of the duty station for their regularly assigned shift, or volunteers for overtime during their scheduled weeks off and must work in a different location, the member is not entitled to a geographic differential for all hours worked in the other location. The member is responsible for documenting on their timesheet that the work was performed voluntarily in a different location.

If, through no fault of their own (i.e. inclement weather, involuntary assignment, etc.), a member is unable to return to the duty station for their regularly assigned shift, and is assigned work in a different location, or is assigned overtime during their scheduled weeks off and must work in a different location, the member will

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be entitled to the reduced geographic differential established under Subsection I,

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above, for all hours worked in the other location.


ARTICLE 36 - DURATION OF THE AGREEMENT


This Agreement, including all Letters of Agreement executed under the parties' prior agreement, takes effect on July 1, 2023, and remains in full force and effect through June 30, 2026. This Agreement remains in effect from year to year thereafter, provided, however, that either party may give the other party written notice of its desire to terminate the Agreement or effect changes therein. Such written notice shall be served upon the other party between September 1 and September 30, 2025. If either party serves such notice, the parties shall meet to negotiate such termination, modifications, or amendments by the first week in October of 2025 unless otherwise mutually agreed. Nothing herein precludes the termination, modification, or amendment of this Agreement at any time by written mutual consent of the parties.

The State of Alaska and Public Safety Employees Association agree that the following articles are book language (meaning no changes) and any section not signed within in this packet is considered book language:

Articles:

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8 except for 8.01 (see attached)
- 9
- 10
- 11 except for 11.02, 11.05, 11.06 and 11.07 (see attached)
- 12 except for 12.02
- 13
- 14
- 15 (see attached for new article)
- 16
- 17
- 18
- 19 except for 19.01 (see attached)
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
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- 32
- 33
- 34
- 35
- 36 see attached

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