

DEPARTMENT OF ADMINISTRATION
STATE OF ALASKA

**Supervisor's
Manual**

Published by the Division of Administrative Services, Human Resource Section

how to navigate through the Supervisor’s Manual

THE BUTTONS:



Home - press this button to return to the Supervisor Manual’s title page.



Table of Contents- press this button to go to the Table of Contents.



Previous Chapter- press this button to go to the chapter previous to the one you are at. (16-15, 2 to 1, etc.)



Next Chapter- press this button to go to the chapter after the one you are at. (15-16, 1-2, etc.)

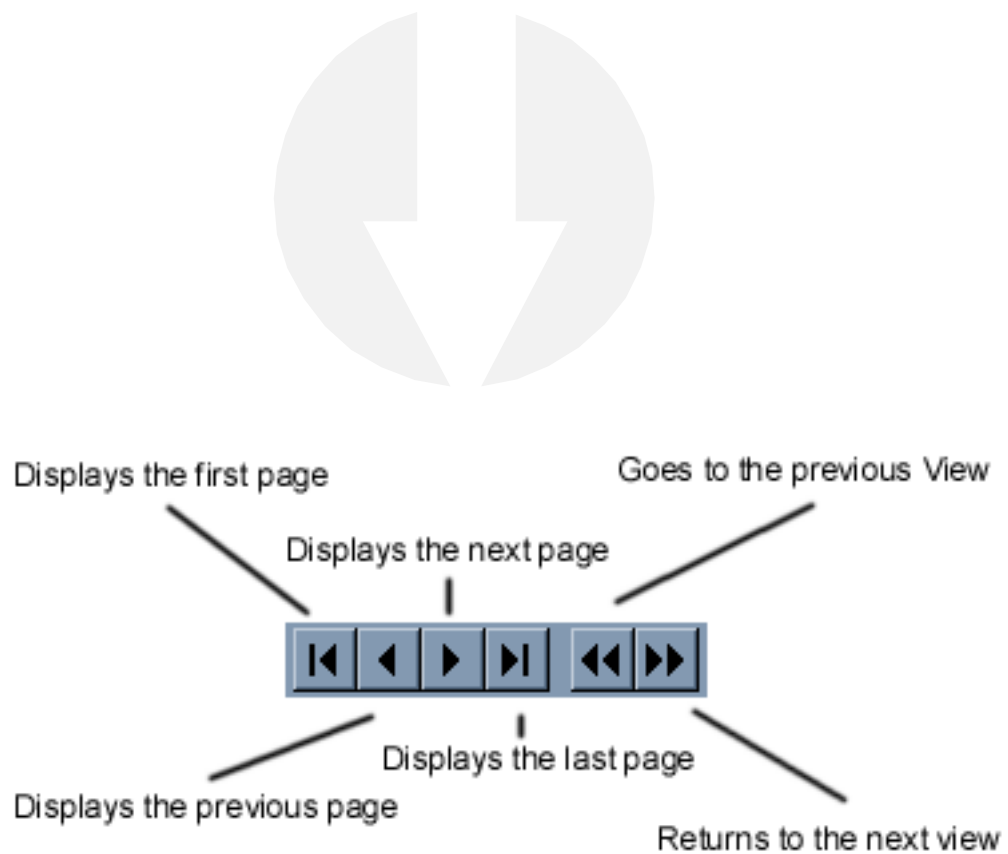


When in the Table of Contents, you can just click on the name of a chapter or section. This will take you to that section. Section title are given for easier navigation and to assist you in finding your topic.



how to navigate through the Supervisor's Manual

This is a piece of your toolbar in Adobe Acrobat Reader, which can be found above the document. Listed are the commands that each of these buttons corresponds to.





SUPERVISOR'S MANUAL

DISCLAIMER

This Supervisors' Manual has been prepared as a guide to help supervisors and managers understand the policies and procedures of various aspects of the human resources work of the State and in no way shall be interpreted as a contract between the State and any of its employees. This is a secondary document, a supplement to the primary and controlling documents from which these procedures have been developed. The policies and procedures found within this manual do not contain all details of all policies and procedures. If you have a question not answered or addressed within this manual, consult with the human resources section.

The document has been developed to address primarily the concerns and questions as they relate to employees in the partially-exempt service and to employees in the classified service within the General Government bargaining unit, the Supervisory bargaining unit, the Confidential bargaining unit and the Labor Trades and Crafts bargaining unit.

You will not find answers to issues which pertain to those employees in other departments, who may have positions covered by other bargaining units than those listed above.

Statutes and collective bargaining agreements (contracts) provide for the rights and privileges under which employees work. Nothing in this document shall be construed as to express, imply, create, or give rise to any right, promise or privilege.

The State reserves the right to take such action as it deems appropriate given the specific circumstances relating to those decisions.

While it is the intent for the Human Resources Section to provide timely updates to this document, the State reserves the right to change, correct, modify or revoke any or all parts of this document at any time without specific notice.

Again, supervisors and managers are encouraged to reference the current statutes and collective bargaining agreements and to check with the Human Resources Section whenever they have questions pertaining to the supervision and management of the human resources of the state.



TABLE OF CONTENTS

SECTION 1. ACCESS TO RECORDS AND CONFIDENTIALITY

Employee Records	1.1-2
Public Information	1.2
Confidential Information	1.2-3
How to Access Records	1.3
Typical Questions and Answers	1.4

SECTION 2. HIRING PROCESS

Employment Types.....	2.1-4
Procedures.....	2.4
Documentation and Records Retention.....	2.8
Hiring Interviews and Suggested Questions	2.8-12

SECTION 3. NEW EMPLOYEE ORIENTATION

New Employee Appointment Forms Grid	3.2
Purpose of Each Form	3.3-5
Policies and Other Information	3.5-7

SECTION 4. STATEWIDE POLICIES/DEPARTMENT OF ADMINISTRATION POLICIES

Ethics	4.1-2
Office Technology Policy	4.3
Drug Free Workplace	4.3-4
Administrative Orders 75 and 81	4.4-5
Political Activity by Employees	4.5-6
Political Activity in the Workplace	4.6-7
Nepotism	4.7-9
ADA, FMLA, and AFLA	4.9
Media Contacts	4.9-10
Legislative Activity	4.10-11

SECTION 5. EMPLOYEE BENEFITS

Group Health/Life Insurance	5.1-3
Supplemental Benefits System	5.3-5
Public Employees Retirement System	5.5-10
Deferred Compensation	5.11
Processing Employee Death Benefits	5.11-12



SECTION 6. PROBATIONARY PERIOD

Length of Probationary Period	6.1
Reduction of Probation/Early Permanent Status	6.2
Extension of Probationary Period	6.2-3

SECTION 7. WORK SCHEDULES

Office Hours	7.1-2
Flexible Work Schedules	7.2-3
Nonstandard Workweek	7.3
Holidays	7.4-5
Office Closures	7.5

SECTION 8. PERFORMANCE EVALUATIONS

When Evaluations are Appropriate	8.1-2
Preparing the Narrative	8.4-5
Effect of Rater's Recommendation Action	8.5-6
The Appraisal Interview--General Guidelines	8.6-7
Processing the Evaluation Report	8.7-8
Keeping Job Performance Records	8.9

SECTION 9. STATUS AND SALARY CHANGES

Permanent Status	9.2-3
Merit Increases	9.3
Longevity Increases	9.3-4
LTC Service Bonus	9.4
Flexibly Staffed Position Changes	9.4-5
Coupled-Class Position Changes	9.5-6
Reclassification Action	9.6
Promotion	9.6-7
Acting in a Higher Range	9.7
Demotion	9.7-9
Transfer within the Department	9.10
Miscellaneous Changes	9.10-11

SECTION 10. TRANSFER

Voluntary Transfer	10.1-2
Transfer for the Good of the Service	10.2
Transfer of Employee from One Service to Another	10.2-4
Transfer of Position from One Service to Another	10.4-5



SECTION 11. LAYOFF

General Layoff Information	11.1-2
Organizational Units for Layoff	11.2-3
Order of Layoff	11.3-4
Employee Election to Displace (Bumping)	11.4-5
Notification	11.5-6
Benefits and Layoff	11.6-7
Rights of Laid Off Employees	11.7-8
Recall from Layoff	11.8
Paperwork	11.9

SECTION 12. PROCESSING SEPARATIONS

Separation Requirements Grid	12.2
Explanation of Forms	12.3-5

SECTION 13. PAY ADMINISTRATION

Advance Step Placement	13.1-3
General Step Placement	13.4-7
Pay Increases	13.7-9
Acting in a Higher Range	13.9-12
Premium Pay Types	13.12-14
Overtime	13.14-17
Pay Problems	13.17-19
Travel Time	13.19-21
Compensatory Time	13.21-22

SECTION 14. LEAVE ADMINISTRATION

Annual/Personal Leave	14.1-3
Sick Leave	14.3-4
Family Leave	14.4-6
Funeral Leave	14.6
Surplus Sick Leave Bank	14.6-7
Workers' Compensation	14.7
Mandatory Leave Usage	14.7-8
Leave Cash-In	14.8
Donated Leave	14.8
Military Leave	14.9
Emergency Search and Rescue	14.9
Court Leave	14.9-10
Other Leaves of Absences	14.10
Effects of Leave Without Pay	14.11-12
Compensatory Time Leave	14.12



SECTION 15. NONPERMANENT POSITIONS/EMPLOYEES

Types of Nonpermanent Positions	15.1-2
Emergency Appointments	15.2
Other Nonpermanent Appointments	15.3-4
Termination, Extension and Conversion	15.5

SECTION 16. TYPES OF POSITIONS/POSITION CLASSIFICATION

Exempt Service	16.1
Partially Exempt Service	16.2
Classified Service	16.2-3
Classification Overview	16.3-5
Position Description Questionnaire	16.5
Organization Charts	16.6-7
Type 3 Revised Programs	16.7-8
New Position Authorization	16.9
Establishing a New Position	16.9
Updating an Existing Position	16.10
Reclassification of Existing Position	16.11
Flexible Staffing Agreements	16.12
Position Transfer to Another Location	16.13
Time Status Changes	16.14
Transfer of PCN Between Departments/Divisions	16.14-15
Fair Labor Standards Act Overtime Review	16.15
Bargaining Unit Designation Review	16.15-16
Establishing a New Job Class	16.16-17
Volunteer Workers	16.17-18

SECTION 17. TRAINING

Types of Training	17.1
Training Nominations	17.1-2
University Accredited Courses	17.2
Training Plans	17.3
Training Calendar	17.3

SECTION 18. WORKERS' COMPENSATION

Filing a Claim	18.2
Distribution of Forms	18.2-3
Supervisory Responsibilities	18.3-4
Volunteers	18.4-5
Reemployment Rights	18.5
Annual Reporting Requirements	18.5



SECTION 19. LABOR CONTRACT ADMINISTRATION

General Information.....	19.1
Interpretive Memoranda	19.2
Letters of Agreement	19.2
Unfair Labor Practices.....	19.2-3
Union Stewards/Employee Representatives.....	19.3
Employee Files.....	19.4
Union Business Leave.....	19.3-4

SECTION 20. DISCIPLINARY ACTION

Progressive Discipline	20.1-4
Just Cause.....	20.4-5
Due Process	20.5-6
Preparing a Written Reprimand.....	20.6
Conducting a Disciplinary Meeting.....	20.6-7

SECTION 21. GRIEVANCES/COMPLAINTS

Definitions.....	21.1-2
Conducting a Grievance/Complaint Meeting.....	21.2-4
Role of the Union Representative/Business Agent.....	21.3
Do's and Do Not's for Grievance Handlers.....	21.4

Personnel Regulations

Salary Schedules

Index



SUPERVISOR'S MANUAL

1. ACCESS TO RECORDS AND CONFIDENTIALITY

Purpose

To advise Department of Administration supervisors and managers on what records and information are available in the Human Resources Section and to provide guidelines regarding retention and release of employee records and information.

Authority

Alaska Statute 39.25.080, 39.25.900, 09.65.160, and 18.80
Alaska Administrative Code 2 AAC 07.910
Alaska Administrative Manual 100.260-.300

Background

Employee records kept in the Human Resources Section normally include the following:

- * personnel action forms affecting an employee's status;
- * performance evaluations and rebuttals;
- * letters of commendation;
- * formal letters of discipline;
- * copies of benefit selections and beneficiary forms;
- * time and attendance records;
- * confidential medical records, and
- * workers' compensation documentation.

Other information located in the Human Resources Section includes:

- * inactive personnel files for departmental employees who have terminated within the past two years;
- * Position Descriptions (PD) for all positions currently authorized in the department;
- * service records and position history records, and
- * training information and materials.

Additional information and various forms are available at the following website:
<http://www.state.ak.us/local/akpages/ADMIN/das/hrs/homehrs.htm>

Public Information

Under AS 39.25.080, the following information is available for public inspection:

- A. the names and position titles of all State employees;
- B. the position held by a State employee;
- C. prior positions held by a State employee;

SUPERVISOR'S MANUAL

1. ACCESS TO RECORDS AND CONFIDENTIALITY (continued)

- D. whether a State employee is in the classified, partially exempt, or exempt service;
- E. the dates of appointment and separation of a State employee; and
- F. the compensation authorized for a State employee.

The above information can be released to anyone, including employers, the media, or others outside of the State system.

Confidential Information

All employee information other than that designated public under AS 39.25.080 is confidential. The following individuals may gain access to confidential information under appropriate circumstances:

- A. State of Alaska supervisors and managers may access personnel records for personnel-related activities.
- B. Governmental agencies such as the Alaska State Commission on Human Rights, Ombudsman's Office, Legislative Audit, and the Office of the Attorney General may access records when necessary to perform their work.
- C. Employees and former employees have the right to examine their own personnel records and may authorize access to others in writing.
- D. Other requestors must present an order by a court of competent jurisdiction or obtain a written release from the employee.

Job References

2 AAC 07.915 allows a current direct or former direct supervisor to disclose information about the job performance of a current or former employee at the request of any prospective employer in accordance with AS 09.65.160 (disclosure in good faith). Such disclosure may be from information that is public or from the supervisor's direct personal knowledge of the individual for whom a reference is sought.

AS 09.65.160 provides for good faith disclosure of job performance information. A supervisor who discloses information about the job performance of an employee or former employee to a prospective employer is presumed to be acting in good faith and, unless lack of good faith is shown by a preponderance of the evidence, may not be held liable for the disclosure or its consequences. The presumption of good faith is rebutted upon a showing that the supervisor recklessly, knowingly, or with a malicious purpose disclosed false or deliberately misleading information; or disclosed information in violation of a civil right of the employee or former employee that is protected under AS 18.80 (State Commission for Human Rights) or under comparable federal law.

SUPERVISOR'S MANUAL

1. ACCESS TO RECORDS AND CONFIDENTIALITY (continued)

Information disclosed by a supervisor to a prospective employer must be based on personal knowledge and must be consistent with any documentation on file. Disclosure of information that is not documented is risky in that it would be hard to counter an accusation that the information was known to be false. Quoting directly from a Performance Evaluation Report to a prospective employer, other than within State Government, violates AS 39.25.080, as it releases information which is not considered "Public Information" under the Statute.

Procedure

1. How to Access Records

Because of the confidential nature of some of the information maintained in the Human Resources Section and the need to maintain it in an orderly fashion, it is necessary to control access.

A. Confidential Records

To request a review of active or inactive personnel files, complete and sign an Agreement for Release of Confidential Records (Addendum A) and provide it to a staff member in the Human Resources Section.

- (1) Supervisors may review personnel files of employees under their supervision or other employees they are currently considering for promotion or transfer.
- (2) Files may be reviewed only in the Human Resources Section. Documents may not be added to or removed from the files. Supervisors outside of Juneau should contact the Human Resources Section to arrange for receipt of photocopies of pertinent parts of employee file or to discuss information contained therein over the telephone.
- (3) Current and former employees may review their own files during regular business hours without the need to complete an Agreement for Release of Confidential Records.
- (4) The Americans with Disabilities Act prohibits the release of medical information about an employee. Supervisors should forward any medical information they may receive about an employee to the Human Resources Section for retention.

B. Non-confidential Records

- (1) The service records and PCN history records are available to departmental employees with a business reason for the information.

SUPERVISOR'S MANUAL

1. ACCESS TO RECORDS AND CONFIDENTIALITY (continued)

(2) Position Descriptions (PDs) are available to all employees. A copy of a PD may be requested by position control number (PCN) or the name of the current incumbent.

(3) Class specifications are available at the following website:
<http://notes.state.ak.us/wa/position.nsf/Class/First+Letter+Search?open>

2. Typical Questions and Answers

Q: May information be released about an employee's performance to a prospective non-State employer?

A: Current or former direct supervisors may disclose from their personal knowledge the job performance information about a current or former employee upon request of a prospective employer within or outside of State government. Supervisors are cautioned that personal "opinions" may expose the supervisor to a personal liability. Information provided must be consistent with documentation on file.

Q: How can I get additional background information on candidates being considered for State employment?

A: When interviewing, ask the candidate to bring an application and any other desired information to the interview or request the Human Resources Section to obtain copies of performance evaluations for applicants who are or have been State employees.

Q: May a supervisor in one department request confidential relevant information about an employee from another department?

A: Yes, the information can be obtained from the Human Resources Section. Supervisors may also review an employee's personnel file for business related purposes.

Q: How much information can a supervisor release to a prospective employer inside State government?

A: Any factually substantiated and accurate information may be released. As a caution, personal opinions may expose the supervisor to a personal liability. Check with the Human Resources Section if you have any specific questions.

Q: May supervisors release employee information designated as confidential under statute to a **non**-State employer without the consent of the employee?

A: No, except as allowed in 2 AAC 07.915, and AS 09.65.160.

SUPERVISOR'S MANUAL

1. ACCESS TO RECORDS AND CONFIDENTIALITY (continued)

- Q: Should a supervisor fill out an employment verification form from a lending institution?
- A: No. Send these requests to the Human Resources Section for completion.
- Q: If an EEO complaint has been filed by an employee, can a prospective State employer obtain information about the complaint?
- A: No. Any information relating to an EEO complaint is confidential and not available to any prospective employers including within State .
- Q: If a union grievance or complaint has been filed by an employee, can a prospective State employer obtain information about the grievance or complaint?
- A: Yes. Information relating to a grievance or complaint is available to other agencies within the State system.
- Q: May a State of Alaska supervisor obtain information about an employee's medical history?
- A: Yes. However, only on a need to know basis, and only within other State agencies.

SUPERVISOR'S MANUAL

1. ACCESS TO RECORDS AND CONFIDENTIALITY (continued)

ADDENDUM A

AN AGREEMENT

FOR RELEASE OF CONFIDENTIAL RECORDS

Indicate the name of the person whose personnel records you want to access and the reason for the request.

Name of Employee Whose Records You Seek: _____

Purpose: _____

I understand that the personnel file I have requested to review contains confidential information which is protected from disclosure by AS 39.25.080 and by Personnel Regulation 2 AAC 07.910.

I realize that AS 39.25.900 provides that a willful violation of the confidentiality requirement imposed by AS 39.25.080 and/or Personnel Regulations constitutes a misdemeanor, and if convicted, I will immediately forfeit my office or position.

I hereby certify that the information in the confidential records I have requested to review will be used for official business purposes only.

Printed Name of Person to be Granted Record Access

Signature

Date

Signature of Approving Official
(Human Resources Manager or
Records Section, Division of Personnel)

Date



2. HIRING PROCESS

Purpose

To provide Department of Administration supervisors and managers with procedures and guidelines for filling vacancies, conducting lawful interviews, and assisting employees and the public with the use of Workplace Alaska.

Authority

Alaska Statute 39.25.150, 195-200

Personnel Regulations 2 AAC 07.097, 140-160, .170-.175, .210-225

Title VII of the Civil Rights Act of 1964

Section 503 of the Rehabilitation Act of 1973

Title I of the Americans with Disabilities Act of 1990

General Government Unit (**GGU**), Confidential Unit (**KK**) and Supervisory Unit (**SU**) collective bargaining agreements

Background

Workplace Alaska is the on-line employee acquisition process for the State of Alaska. It can be used for both classified and non-classified service positions. Once a supervisor has completed the required training, they contact the Human Resources Section to obtain their user name and password to access the system.

Employment Types Are:

Permanent Full-Time—Positions are budgeted for 12 months. The workload remains fairly constant throughout the year and in sufficient volume to require an employee to work the full workweek.

Permanent Part-Time—Positions are budgeted at less than full-time. The workload remains fairly constant throughout the year, but the volume of work is such that it can be accomplished in less than a full workweek.

Permanent Seasonal—Positions are budgeted for a specified number of months per year. The workload is based on a recurring season that requires an employee to work during a specific period each year. Work may be either full-time or part-time.

Nonpermanent—Positions require an employee for a specific, limited time period. Work is nonrecurring and may be either full-time or part-time.

Welfare to Work—These positions are Exempt positions used for training purposes to provide current Welfare recipients the basic skills needed to qualify for state and private sector employment. Employees may work between 20 and 29 hours per week.

2. HIRING PROCESS (continued)

Considerations Prior to Beginning Recruitment:

Layoff—Names of employees on layoff status are issued to supervisors one at a time. A position cannot be filled by other means (including transfer or rehire) unless all layoff candidates have declined appointment to the position.

- A. A laid off **SU** employee should be contacted in writing by the hiring manager, by certified mail return receipt. The candidate must be advised that failure to accept the job offer will result in the loss of all layoff rights.

The **GGU** agreement requires the layoff recall notices to come from the Director of the Division of Personnel.

- B. If the laid off candidate declines the position, the supervisor must obtain written confirmation. A copy of the letter declining appointment is sent to the Human Resources Section.
- C. If there are no interested and available laid off employees, an injured worker report is issued, if applicable.

Injured Workers—Former State employees who sustained a work-related injury while employed by the State and have applied for reemployment preference are certified as a group. In the absence of a layoff candidate or when all layoff candidates have declined the position, an injured worker report is issued. A position cannot be filled by other means (including transfer or rehire) unless all injured worker candidates have declined appointment to the position.

- A. The supervisor may contact a candidate and review the Position Description (PD) with the candidate. A candidate may be questioned about limitations which would preclude performance of the duties of the position as specified in the PD.
- B. The supervisor may offer the job to the first injured worker candidate or seek independent evaluation by the Division of Vocational Rehabilitation to certify that the candidate is unable to perform the duties of the job. The Human Resources Section will provide information and assistance.
- C. A job offer to an injured worker must be in writing (see Addendum A). A response form (Addendum B) must be enclosed with a written job offer. The candidate must return the response within 14 calendar days or they will lose their preference rights.
- D. An injured worker may respond as “not interested” for two vacant positions without losing hiring preference. Failure to accept the third job offer will result in the loss of preference.
- E. If there are no interested and available injured worker candidates, the supervisor may proceed with recruitment using Workplace Alaska.

Any hire to a position in the classified service must be made from Workplace Alaska as described above, with the exception of the following circumstances:

2. HIRING PROCESS (continued)

Flexed Positions—These positions may be filled at any of two or more levels in a specific job class series. Supervisors must assure that the position description on file describes all levels and is flexed to the appropriate level before an appointment is made. Layoff and injured worker considerations must be taken into account when filling a vacant position.

Emergency Appointment—An emergency appointment may be made when immediate action is necessary to carry on work required in the public interest. See Section 15, Nonpermanent Positions/Employees, for further information.

Appointment to LTC Positions—The Labor, Trades and Crafts agreement provides for hiring by union dispatch. Contact the Human Resources Section for assistance.

Rehire—If there are no layoff or injured worker candidates (as discussed above), an employee who separated from a permanent position in the classified service in good standing may be rehired to a position in the same job class or a lower level of the same class series. Rehire rights extend for a period of two years following the date of separation (three years for **KK** unit employees). Supervisors must check with the Human Resources Section to confirm there are no layoff or injured worker candidates, and that the individual is eligible for rehire, prior to offering a position.

Transfer—If there are no layoff or injured worker candidates, an employee may transfer from one position to another position in the same job class.

Vocational Rehabilitation Referral—If there are no layoff or injured worker candidates, a candidate certified as disabled by the Division of Vocational Rehabilitation may be hired as a provisional employee for a period of four months. An employee who demonstrates the ability to perform the work of the position may be recommended for probationary status. Such recommendation is made on the evaluation form. Probationary status may be granted retroactive to the date of hire or it may be granted the date of recommendation (not later than four months after the date of the provisional appointment). Contact the Human Resources Section in order to obtain a Vocational Rehabilitation referral.

Exempt/Partially Exempt—Appointments to the exempt or partially exempt service may be filled using Workplace Alaska or other means as appropriate. Some special considerations do not apply when filling these positions, such as layoff or injured workers.

Alaska Employment Service Referral—Job classes allocated at range 7 or below, and the Mail Clerk Carrier II job class may be filled by referral from the local Alaska Employment Service office if no laid off or injured workers are eligible.

A. The Alaska Employment Service will need to know:

- (1) the official job class title of the vacant position;
- (2) information about the specific job, including duration of the job and the name and location of the person who will interview referrals.

2. HIRING PROCESS (continued)

Welfare to Work— Part-time exempt positions have been created for the Welfare to Work program. These positions are not covered by collective bargaining, and are established as Program Service Aides, Salary Range 1. These positions must be for the purpose of providing training and job experience to meet specific training and/or employment qualification goals, but current State employees may not be displaced by the training position, and the training period must be temporary.

- A. Requests for positions are submitted to the Human Resources Office (see attachment).
- B. After a selection is made from the referrals provided by the Public Assistance Office, a case manager from the Division of Public Assistance, Department of Health and Social Services, will develop a training plan in conjunction with the hiring supervisor or mentor.
- C. Recipients who successfully complete their training should be qualified and considered for appointment into classified State service or placement in the private sector.
- D. Agencies are responsible for insuring that training positions will give the recipients the best possible chance of success when entering the competitive job market. This will be accomplished by developing training guidelines, preparing monthly evaluations, and working with the recipient and their case manager.
- E. Funding for these positions may come from several sources. Some agencies may have funding available in their budget. Other sources might be on-the-job training funds from programs such as Job Training Partnership Act (JTPA), Alaska Work Program (AWP), and the Division of Vocational Rehabilitation (DVR).
- F. Conclusion: Training is brought to conclusion when the training goals having been achieved, when the recipient receives a regular job, or when the mentor and case manager determine the plan is no longer appropriate.

Procedures

1. How to Complete a Job Request Form:

- A. Enter *Workplace Alaska* at **<http://notes.state.ak.us>**
- B. Choose “Workplace Alaska”; choose, “Click here to log in if you already have a Workplace Alaska username and password”. You will be asked to enter your User Name and Password; choose “Job Requests”.
- C. To create a Job Request, select “Job Requests”, then “Review Job Class Specifications”. To edit a previous Job Request Form, choose one of the available choices.
- D. Select the appropriate Job Class and review the Job Class Specifications.
- E. Select “Create Job Request”. This button is found in the top left hand corner of the Class Specifications.

2. HIRING PROCESS (continued)

- F. Complete the Job Request Form. Save "Job Request Status" field in "Hold" while it is in draft form.
- G. When the Job Request is ready to be approved by the Human Resource Section, save it in "Open" status. (*Should be saved in "hold" status until that time.*)
- H. Contact the Human Resource Section to have the job request approved and posted.

(1) Scope of Recruitment may be limited by:

- a. Department employees only: This includes candidates who are currently employees of the department and have permanent status with the State.
- b. State employees only: This would include candidates who are currently working for the State of Alaska who have permanent status with the State.
- c. All Alaskan residents: This would include candidates who can fulfill the residency requirement for purpose of employment.
- d. All applicants: This would include all eligible candidates within the state and out of state. Check with the Human Resources Section to see if the requirements for out of state recruitment have been met.

(2) Advertising Mediums:

- a. The Division of Personnel will ensure the following advertising mediums occur for each vacancy: Internet; toll-free vacancy hot-line; Sunday newspaper listing in Juneau, Anchorage and Fairbanks; and hard-copy recruitment bulletins sent out to a variety of state and local agencies.
- b. If hiring managers need additional advertising, they may complete the additional advertising field.

(3) Recruitment Length:

- a. There is a five (5) calendar day minimum recruitment for departmental promotions.
- b. The minimum recruitment period for all other classified service positions is ten (10) calendar days.
- c. Recruitment may be extended if requested prior to the expiration of the recruitment period. Normally there is a 90 day maximum recruitment period for all classified service positions. If, after 90 days, the hiring manager does not have a sufficient pool of applicants, they may contact the Human Resources Section to extend the recruitment period or re-evaluate the recruitment.

2. **HIRING PROCESS (continued)**

3. How to Complete Applicant Screening:

- A. Enter *Workplace Alaska* at **<http://notes.state.ak.us>** and choose “Click here to log in if you already have a Workplace Alaska username and password.”
- B. Enter Job Response page and choose any of the “View Current Applicant...” options.
- C. Select desired department and division and select vacancy. *Applicants will appear below the vacancy name.*
- D. Choose applicants by selecting their name and identify all applicants with special considerations. See below for definition of special considerations.

(1) **Special Considerations:**

- a. All applicants who require special considerations will have an “eyeglasses” symbol to the left of their name. All applicants with “eyeglasses” are subject to one of the following special considerations.
- b. **BU members** will appear with the bargaining unit code to the right of the applicant’s name. Hiring managers must interview all permanent bargaining unit members for **KK** and **SU** positions. For **GGU** positions, Hiring Managers must rank all **GGU** applicants and for “Department Employee” and “State Employee” recruitments, and offer an interview to the top five permanent bargaining unit members. If recruitment is for “All Alaska Residents”, **GGU** members need not be permanent. The Hiring Manager must rank all **GGU** applicants and offer interviews to the top five candidates, whether holding permanent status or not.
- c. If you are filling a **SU** or **GGU** position and a laid off employee has applied for your position under the Special Recruitment Procedures Under Sever Reduction in Force, contact the Human Resources Section for special assistance.
- d. **Veteran candidates** will appear with either a 5 or 10 to the right of the applicants name. Hiring managers must give appropriate point preference during the interview process for **KK**, **GGU**, and **SU** positions. Note: A numerical scoring device must be used in the interview process if a veteran is included in your interview pool. All 5 point veterans must be considered. All 10 point veterans must be offered an interview.
- e. **Underutilized candidates** will appear with an underutilization code to the right of the applicants name. Consideration of these applicants is required and interviews are encouraged.
- f. **Consideration** occurs when the hiring manager has obtained enough knowledge of a candidate’s background in relationship to the job to determine whether or not the candidate should be selected, rejected, or given further consideration. Methods of

2. **HIRING PROCESS (continued)**

consideration can range from a review of the candidate's work history, profile and job qualification summary, to a telephone or in-person interview. Consistent methods of consideration must be applied to candidates eligible for appointment. The supervisor must be prepared to provide the candidate with the job-related reason(s) for non-selection.

- g. Supervisors must verify the legality of a hire with the Human Resources Section **before** making a job offer.

4. How to Certify (dispo) Your Applicant List:

- A. Re-enter *Workplace Alaska* at **<http://notes.state.ak.us>**.
- B. Enter Job Requests page and choose the "Status" option under the "View the current status of Job Requests by" option.
- C. Select desired department and select vacancy from the appropriate category.
- D. Select the "Dispo MJR" option at the top of the Job Request page.
- E. One of two dispo screens will appear, depending on the number of applicants that have applied
- F. If 20 or less applicants, the dispo screen will allow you to select the appropriate action and type your comments for each applicant. When completed, select the "Save Dispo Information" option at the top of the screen.
- G. If more than 20 applicants, the dispo screen will allow you to dispo multiple candidates at one time. Click on the box to the left of the applicant's name for all applicants with the same dispo action. Using the drop down box at the top of the page titled "Dispo selection for all selected documents:" select the appropriate action. Click on the "Save Dispo Information" at the top of the page. Select all applicants, as above, that have the same dispo comments. Then type your comment in the "Dispo comments for all selected documents:" option at the top of the page. Then click on the "Save Dispo Information" option at the top of the page. Continue until all applicants have been dispoed.
- H. The supervisor must be prepared to provide candidates with the job-related reason(s) for non-selection. A quick summary of this should be placed in the comment section for all recruitments.
- I. Supervisors must verify the legality of a hire with the Human Resources Section **before** making a job offer.
- J. After receiving the approval from the Human Resources Office, make your job offer, contact each candidate to let them know that a hire has been made, and contact the Human Resources Section when this has been completed.

2. **HIRING PROCESS (continued)**

5. Documentation and Records Retention

The individual making the appointment is responsible for documenting all actions taken and retaining all documentation for two (2) years from the date the appointment was made. Workplace Alaska will retain the information used on line as well. Documentation includes, but is not limited to, the following:

- A. all correspondence with candidates;
- B. all prepared written questions and interview notes;
- C. resumes, job profiles, or application packages;
- D. work samples provided by applicants;
- E. any selection criteria used during the selection process .

6. Hiring Interviews and Suggested Questions:

Both State and federal laws require that all hiring decisions be based on job-specific criteria. Supervisors must be prepared to provide candidates with the specific job-related reason(s) why the particular selection was made. When using interviews as a method of consideration, supervisors must be careful to ensure that the interview process does not introduce bias based on factors unrelated to the duties and responsibilities of the position being filled.

A. Structuring the Interview

Consider using the dual interviewing method. Two interviewers can alternate asking questions and taking notes. The method also provides a witness should anything about the interview be questioned. Below are suggestions for preparing and conducting the interview.

- (1) Review the Position Description (PD) for the position. If necessary, update the PD to reflect current duties and responsibilities.
- (2) To ensure that all candidates are asked the same questions, develop written interview questions based on the duties of the position, as described in the PD; treat all applicants the same.
- (3) Arrange interviews to be held where interruptions will not occur so full attention can be given to the candidate; allow adequate time for each interview.
- (4) Allow time in the interview for the candidate to review the current PD; you can use this time to review the applicant's training, experience and job history.
- (5) Record each candidate's responses on the interview questionnaire.
- (6) Allow the candidate to ask questions about the job; use active listening techniques.
- (7) Do not allow the interview to digress from job-related issues.
- (8) Allow, and be comfortable with, periods of silence.
- (9) Ask clarifying work related questions regarding their responses.
- (10) Let each candidate know when you expect to make a decision; and notify all candidates when the position is filled.

2. HIRING PROCESS (continued)

- (11) Do not require any written tests that are not part of the interview process. Applicants may be asked to perform hands-on testing, or bring a typing certification from an Alaska Employment Service office when typing is required in the class specification.

B. Examples of Lawful Interview Questions

Questions must include job-related issues only and should not be used to elicit anything other than job related experience and training from the candidate. General types of questions are listed below. These are only suggestions and are not all inclusive. Contact the Human Resources Office with specific questions or to request a review of your specific interview questions.

(1) Previous Experience

- a. Please explain your training and experience related to this position.
- b. What experience have you had preparing budgets?
- c. How did you feel about the workload in your last job?
- d. May I call your past or present supervisor(s) for a reference?

(2) Career Interests

- a. What are your short term and long term career objectives?
- b. How will this job enable you to reach your career goals?
- c. What is it about this position that interests you?

(3) Job Requirements

- a. This position is scheduled to work from 5:30 a.m. to 2:00 p.m. Would you be available to work during these hours?
- b. This position involves transporting packages to the airport for shipment. Do you have a valid driver's license?
- c. Now that you've reviewed the job description, what special skills do you have that might enhance your ability to do this work? or, What skills would you need?
- d. How do you think you would spend your first week on this job if you were hired?

(4) Attitudes & Skills

- a. What did you like most about your most recent job? Least?
- b. Give me two examples of what you have done in previous jobs that "demonstrated your willingness to work hard." or "demonstrated a high level of initiative."
- c. Tell me about three areas that you have excelled in and how that knowledge or experience makes you more qualified for this position.
- d. How do you feel about how your last organization was managed?
- e. What was the most disappointing aspect of your last job?

2. HIRING PROCESS (continued)

(5) Problem Solving & Decision Making

- a. What kinds of work related decisions are the most difficult for you to make and why?
- b. Give me two examples of decisions you had to make on your last job.
- c. What do you do when work priorities change quickly? Give me one example when this has happened to you.
- d. Tell me about a time when you had to make an unpopular decision at work.

(6) Leadership

- a. How would the people who work for you describe you?
- b. What single skill or ability is your greatest asset? How did you develop this expertise?
- c. What do you enjoy most about being a leader? Least?
- d. What has your staff criticized you for?
- e. Tell me about your worst hiring decision.
- f. Tell me about a time when you had to take disciplinary action with someone you supervised.

C. Eleven Protected Classes.

The following classes are considered "Protected Classes". Interview questions regarding any of these areas are illegal and should be avoided in all cases.

1. Race
2. Religion
3. Color
4. National Origin
5. Age
6. Physical or mental disability
7. Sex
8. Marital status
9. Changes in marital status
10. Pregnancy
11. Parenthood

D. What to Avoid

- (1) Avoid questions which imply bias. Properly phrased questions can eliminate implications of bias. Questions which may touch on personal matters should be phrased by stating the job requirement and asking whether or not the candidate can meet the requirement.
- (2) Avoid assumptions/stereotyping. Do not make assumptions based on, or ask about, the candidate's age or date of birth, sex, ethnic/cultural background, religious beliefs, marital status, or legal convictions unless relevant to the job.

2. **HIRING PROCESS (continued)**

- (3) All candidates must be treated equally. Develop a standard set of written questions to ask during the interview. This does not preclude asking a candidate to clarify information from the profile or Job Qualification Summary, or to elaborate on answers elicited by the standard question.
- (4) Do not ask questions regarding a candidate's private life and/or personal habits or relationships. All questions must be based strictly on the duties and requirements of the job.

Examples:

WRONG: Asking if a candidate has family, religious obligations or a disability which would interfere with the travel requirements of the job.

RIGHT: Stating that the incumbent of the position will be required to travel twice a month, averaging three days per trip; then asking if the candidate would have a problem with this schedule.

WRONG: Asking if a candidate smokes.

RIGHT: Stating that this is a nonsmoking office and that employees are allowed two 15-minute work breaks each day; then asking if these restrictions would pose a problem for the candidate.

E. What to do when illegal information is out:

First, stop the flow of communication and tell the applicant your agency does not base its hiring practices and decisions on that particular subject area. Be sure whatever information came up stays with you, the interviewer, and is not mentioned to others in your office. You should document exactly what happened and how you chose to stop the flow of information.

F. Reference Checking

Well conducted reference checks can make the difference between a successful and unsuccessful new hire and should be treated like any other formal interview. A hiring manager has a legal responsibility to exercise prudent caution when checking an applicant's work history. If the applicant has a history of criminal activity and subsequently injures or harms another person, the employer may be liable.

Below are some areas to consider in checking references:

- (1) Ask only for job related information, or for verification of information provided by the applicant.
- (2) Write down in advance the questions or areas you will want to ask about.
- (3) Cover the same areas for each applicant.
- (4) Contact only former supervisors or persons who have direct knowledge of the applicant's qualifications to perform the job.

2. HIRING PROCESS (continued)

- (5) Ask for factual information which can be documented. Stay away from subjective impressions of character, personality, etc.
- (6) You may NOT ask a previous employer or personal reference about an applicant's disability, sick leave usage, illnesses or worker's compensation claims. However, you MAY ask about the employee's ability to perform essential functions, including the ability to meet performance attendance standards.

Below are some examples of acceptable reference questions:

- (1) When did the candidate begin working in your agency; what was their job title; how long did they work for your agency?
- (2) What were the responsibilities in order of importance?
- (3) How would you rate the quality of the candidate's work?
- (4) How would you rate the volume of the candidate's work?
- (5) How did the candidate handle work related pressures?
- (6) How would you describe the candidate's attitude?
- (7) How would you characterize the working relationship between the candidate and co-workers?
- (8) How would you describe the candidate's ability to interact with the general public?
- (9) Can you cite two or three of the candidate's strengths?
- (10) Can you cite two or three of the candidate's weaknesses?
- (11) Does the candidate work well with little or no supervision?
- (12) What level of supervision was required?
- (13) How did the candidate handle several different types of tasks?
- (14) How accurate was the work performed?
- (15) How were work related details attended to?
- (16) Would you rehire the candidate into the same position?

A supervisor who is considering a current or prior state employee, may also review the employee's personnel file through the Human Resources Section.

2. **HIRING PROCESS (continued)**

ADDENDUM A

Date

Name

Address

City, State, ZIP

Dear _____:

The Division of _____ in the Department of Administration has a position available as a _____ (job title) _____. This position is _____ (status of position--full-time or part-time) located in _____ (name of city). A copy of the Position Description with the position control number is attached.

The purpose of this letter is to offer you this position. To indicate your decision, please sign and return the enclosed form within 14 days of date of receipt to:

If you accept the position you will be required to report to work on _____. You may respond "not interested" to a total of two positions offered to you by the State of Alaska under injured worker preference rights. You must accept the third position offered to you or lose all injured worker rehire preference rights.

IF YOU FAIL TO RESPOND TO THIS LETTER WITHIN 14 DAYS OF RECEIPT, YOU WILL NO LONGER BE ELIGIBLE FOR INJURED WORKER REHIRE PREFERENCE RIGHTS.

Sincerely,

Attachment

2. **HIRING PROCESS (continued)**

ADDENDUM B

Please check one of the options and return to my attention at the following address:

Attn: _____

Address: _____

City, State, Zip: _____

_____ I understand the duties, location, and status of the position identified by position control number _____. I am not interested in this position. I am aware that this “not interested” response will count as one of my two chances to claim “not interested” in positions offered to me under the injured worker preference rights, Alaska Statute 39.25.158.

_____ I accept this position identified by position control number _____.

Signature

Date

Printed Name

Phone Number



3. NEW EMPLOYEE ORIENTATION

Purpose

To provide Department of Administration personnel contacts, supervisors and managers with guidelines for providing orientations to new employees to the Department.

Authority

Alaska Statute 39.25, State Personnel Act

Alaska Statute 39.52, State Ethics Act

Alaska Statute 39.35, PERS

Alaska Statute 39.30, SBS

Public Law 99-603, Immigration and Reform Act of 1986

Drug Free Workplace Act of 1988

General Government (**GGU**), Supervisory (**SU**), Labor, Trades and Crafts (**LTC**), and Confidential Employees Association (**KK**) collective bargaining agreements

Background

To officially establish the personnel and payroll record, new employees are required to complete and submit a variety of forms and documents. These forms and documents serve many purposes, from enrolling employees in the State's benefit programs, to activating an employee's status in the State's payroll system, to documenting an employee's right to seek employment in the United States. Employees who are transferring from another department within the State do not need to complete all of these forms, see the chart on the next page.

Additional information is also on the Internet by accessing the Department of Administration's Web site at: <http://www.state.ak.us/local/akpages/ADMIN/home.htm>.

Procedure

Supervisors or personnel contacts for each division or agency assist in ensuring new employees complete and sign all the appropriate forms and receive the handbooks as shown on the following table. Most forms should be sent to the Human Resources Section within two working days of the date of the hire. Up to 15 days is allowed for completion of life insurance, Supplemental Benefits and Select Benefits forms. The table below displays the forms completed by the majority of new employees. Individualized packets of the forms may be obtained from the following Web site:

<http://www.state.ak.us/local/akpages/ADMIN/das/hrs/homehrs.htm>

SUPERVISOR'S MANUAL

3. NEW EMPLOYEE ORIENTATION (continued)

NEW EMPLOYEE ORIENTATION FORMS AND POLICIES

FORMS	Full Time Appointment	Part Time Appointment	Long Term Non-Perm Appointment	Short Term Non-Perm Appointment	Transfer In
Request for Personnel Action Form	R	R	R	R	R
Checklist for New Employees	R	R	R	R	R
Employment Eligibility Verification (I-9)	R	R	R	R	N/A
Designation of Beneficiary for Unpaid Compensation 02-200	R	R	R	R	O
Basic and Optional Life Insurance Enrollment/Change 5-301A (All units)	R	N/A	R	N/A	O
Address Authorization/Change 00-004	R	R	R	R	O
Direct Deposit Authorization	O	O	O	O	O
W-4 Form	R	R	R	R	O
Group Health and Life Insurance Permanent Part-time Enrollment/ Waiver Form 02-1852	N/A	R	N/A	N/A	N/A
Group Health Plan Enrollment 02-1853	R	O	R	N/A	N/A
CHOOSE SBS OR SELECT BENEFITS					
Supplemental Benefits Enrollment Packet(SBS):					
Enrollment Worksheet (GGU)	R	R	R	R	O
SBS Premium Card	R	R	R	R	O
Select Benefits (KK, SU, PX, XE)					
Enrollment Worksheet	R	R	R	R	O
Select Benefit Premium Card	R	R	R	R	O
Dependent Care (All Units & noncovered)	R	R	R	R	O
Beneficiary Form (All Units & noncovered)	R	R	R	R	O
Beneficiary Designation for PERS 02-822 (All Units)	R	R	N/A	N/A	O
Agency Shop Clause (GG, SU, KK)	R	R	R	R	O
EEO Data Sheet	R	R	R	R	N/A
Employee Affidavit	R	R	R	R	R
Workplace Alaska Applicant Certification (Required if applicant was selected from Workplace Alaska)	R	R	R	R	R
DOA Time and Attendance Report for overtime eligible employees	R	R	R	R	R
State Identification Card	O	O	O	O	O
Ethics Disclosure Form – Outside Employment	R	R	R	R	R
POLICIES:					
Administrative Order 81	R	R	R	R	N/A
Drug Free Workplace Policy	R	R	R	R	R
Office Technology Policy	R	R	R	R	R
Voice Mail and Telephone Protocol	R	R	R	R	R
HANDBOOKS:					
AK Supplemental Benefits System	R	R	R	R	O
Employee Group Insurance Plan (GGU) or Select Benefits Insurance (KK SU PX XE)	R	O	R	N/A	O
Alaska Executive Branch Code of Ethics Handbook/Video	R	R	R	R	NA
Department of Administration Handbook for Employees	R	R	R	R	R
Your Rights Under the Federal Family and Medical Leave Act of 1993 and the Alaska Family Leave Act	R	R	R	R	R

R = Required

O = Optional

N/A = Not Applicable

3. **NEW EMPLOYEE ORIENTATION (continued)**

FORMS:

The supervisor or personnel contact should provide the following forms to the employee, as appropriate, and ensure the employee is briefed on the purpose of each form and the importance it will have on future work and benefit matters. To assist in the discussion, the purpose of each form is noted below:

1. **Request for Personnel Action** —This is a transmittal document that must accompany all hiring transactions and should be signed by the supervisor or personnel contact.
2. **Checklist for New Employee's Orientation**— This is used to assist in conducting the new employee orientation and to document when the orientation was provided, and by whom. This form is sent to the Human Resources Section for the employee's personnel file.
3. **Employment Eligibility Verification (I-9)** —Often referred to as the I-9 form is required under federal law to verify an employee's eligibility for employment in the United States. New employees must complete this verification process within three business days of the hire date. If the employee is unable to present the documents necessary to verify employment eligibility, a receipt showing that the documents have been applied for can be accepted. The required documents must then be presented within 21 days of the hire date. Inability of the employee to provide required documentation may result in the release of the employee.
4. **Designation of Beneficiary for Unpaid Compensation (02-200)**—In the event of the employee's death, this form designates the primary and contingent beneficiaries for any unpaid salary and for the value of any unused personal/annual and sick leave that is accrued at the time of death. If the front side of the form is not sufficient to accommodate all beneficiary designations, the reverse side may be used. The form is signed by the employee and witnessed by the supervisor.
5. **Basic Life and Optional Life Insurance Enrollment or Change Card (5-301A)**—This form designates the primary and contingent beneficiaries for the basic and optional death benefits provided under the State's group health plan. This includes basic and accidental death and dismemberment insurance, as well as the travel and accidental death and dismemberment insurance extended to employees who die or who are accidentally injured while traveling on official State business. Basic life insurance in the amount of \$2,000 and \$5,000 for accidental death is provided as an additional benefit, additional insurance up to the employee's annual salary may be purchased.
6. **Address Authorization/Change (00-004)**—This form provides the employer with the resident address and, if the option for direct deposit is not exercised an address for mailing payroll warrants.

Direct Deposit Authorization —This optional form authorizes a direct deposit of the payroll warrant to a financial institution of the employee's choice. Processing of this authorization through the State payroll system will take two pay periods to complete.

7. **W-4 Form** —This form advises the State of the employee's federal tax withholding status. This designation will determine the amount of taxes to be withheld from the employee's salary. The employee's signature serves as certification of an accurate withholding designation. Employees who claim exemption from withholding still must complete the form.

3. NEW EMPLOYEE ORIENTATION (continued)

8. **Group Health and Life Insurance Permanent Part Time Enrollment/Waiver Form (02-1852)**—Part-time employees who work at least 15 hours, and no more than 29.5 hours, each week on a regular basis are eligible to enroll in the State's group health and life plan. This form allows the employee to elect or to waive participation in the group plan. If the employee elects to enroll, this authorizes the payroll deduction for one-half the State's monthly premium plus any employee portion, and provides the primary and contingent beneficiaries to the basic and optional life insurance. The conditions and details of group health coverage for part-time employees can also be found in the Employee Group Insurance Information Booklet.

9. **Group Health Plan Enrollment Form (02-1853)**—This form enrolls the employee and identifies the employee's dependents who are eligible for coverage under the State's group health plan. The employee's signature attests to the accuracy of the dependent designations.

10. **SBS Enrollment Worksheets** — These worksheets allow **GGU** and **LTC** employees to select and purchase optional supplemental benefits. Prior to making any SBS selection, employees are encouraged to review the **Supplemental Benefits System Information Booklet** for complete program details or visit the Division's Web site at: <http://www.state.ak.us/local/akpages/ADMIN/drbb/home.htm>. Employees must enroll within 30 days of their hire date using the automated Internet Enrollment System at the above address. LTC employees receive SBS information from their union. (**KK**, **SU**, **PX** and **XE** employees choose and purchase health benefits and supplemental insurance benefits under the Select Benefits Plan as described below.)

Select Benefits Worksheet —**KK**, **SU**, **PX** and **XE** employees use the worksheet to make benefit choices for health, visual, and dental insurance, as well as the option of selecting supplemental insurance coverage. After completion of the worksheet selections may be submitted by either calling 1-800-AKBENES (outside Juneau area) or 465-5050 (within Juneau) or by internet at : <http://www.state.ak.us/local/akpages/ADMIN/drbb/home.htm>

Dependent Care Reimbursement Worksheet —This form may be used by all employees to enroll in the Dependent Care program.

Beneficiary Form for SBS—This form designates the employee's primary and contingent beneficiaries for the SBS annuity benefit and for any optional insurance that requires such a designation. The signature is required as a certification of the employee's beneficiary designation.

11. **Beneficiary Designation for PERS (02-822A)**—This form activates the employee in the Public Employees' Retirement System (PERS) and provides for the primary and contingent beneficiaries for the benefit. The signature of the employee validates the beneficiary designation. The Division of Retirement and Benefits will mail the Alaska Public Employees' Retirement System Information Handbook, with a complete explanation of benefits to new employees.

12. **Agency Shop Clause** — Information for **GGU**, **SU** and **KK** bargaining unit members regarding union membership and dues.

3. **NEW EMPLOYEE ORIENTATION (continued)**

13. **EEO Data Sheet**— This form is used for accurately tracking EEO data, to determine if a nepotism waiver is needed and to ensure the employee accrues leave at the appropriate rate based on prior service.
14. **Employee Affidavit (02-024)**—Under Alaska Statute, State employees are required to swear (or affirm) an oath of office. The oath must be signed by the employee and witnessed by the departmental representative (supervisor). The affidavit form also provides an area for the employee to designate a person or persons to be notified in the event of serious illness or accident.
15. **Workplace Alaska Applicant Certification** — All Workplace Alaska hires are required to sign this form to certify the information they provided during the application process is accurate and complete.
16. **Department of Administration Time and Attendance Report** — Overtime eligible employees are required to submit a record of their on-duty time and leave for payroll purposes. Employees should report total hours worked, or hours for which they are compensated, on a daily basis. If an employee works a shift that qualifies for a differential, hours eligible for differential should be shown in the appropriate column. Failure to make timely submission may result in incorrect wages and leave reports or no pay for the employee. This report is signed by the employee and verified by the supervisor or designee. The report is to be turned in to the designated division timekeeper on the 16th and 1st day of each month. Employees who are not eligible for overtime do not need to complete a time and attendance report. They must, however, turn in to the designated timekeeper all leave slips on the 16th and 1st day of each month for time taken as personal leave during each pay period.
17. **State Identification Card** —State employees required to travel on State business or who are employed in critical security areas may obtain a State ID card. These cards may only be used while the employee is engaged in official State business. State ID cards are the property of the State, not of the employee to whom they are issued. Request for State ID forms are available from the Human Resources Section.
18. **Ethics Disclosure Form** — Per AS 39.52.170(b) employees are required to provide notice of employment or provision of services for compensation outside the State of Alaska. Employees working for more than one department within the State of Alaska are also required to complete this form. While volunteer positions are not required to be disclosed under statute, it is the Department of Administrations policy to have employees complete this form.

POLICIES:

Administrative Order 81— This is a copy of the State's Policy regarding discrimination. Each employee is to read it and acknowledge it in writing. The acknowledgement should be returned to the Human Resources Section for placement in the employee's personnel file.

Employee Notice of Drug Free Policy— This form gives notice of the State's policy and requires the employee's signature of acknowledgement and placement in the employee's personnel file. See Section 4, Statewide Policies/Department of Administration Policies, for more information.

3. NEW EMPLOYEE ORIENTATION (continued)

Office Technology Policy— This policy is provided to ensure all employees are aware of the State's policy regarding the personal use of State office technology. All employees are required to read and sign the form which will be placed in the employee's personnel file. The form also includes a witness signature block for the person witnessing the signature of the new employee.

Voice Mail and Telephone Protocol— Provides new employees with the department's policy regarding voice mail and telephone etiquette.

HANDBOOKS:

Alaska Supplemental Benefits System Information Booklet— Describes optional benefits available to purchase beyond those covered under the Group Health Plan, benefits include SBS life, accidental death and dismemberment, survivor, disability, and health insurance. These are for **GGU** and **LTC** employees. Benefits are pre-taxed payroll deductions.

Employee Group Insurance or Select Benefit Information Booklets—The group insurance booklet is for **GGU** employees and outlines the medical, dental, and vision coverage provided to employee in health insurance eligible positions. The select benefits booklet provides coverage available to employees in **KK**, **SU**, **PX**, and **XE** health insurance eligible positions. The medical dental, vision, and SBS benefits are combined into one plan.

Alaska Executive Branch Code of Ethics Booklet—It is the policy of the Department of Administration that each new employee be required to view the Ethics Act video as part of their orientation and be provided with the booklet. Monthly orientations by the Human Resources Section will provide employees an opportunity to view this video and obtain additional information.

Department of Administration Handbook for Employees— This handbook provides employees with an overview of the department, types of employment, pay and leave information, and a copy of various State policies.

Your Rights Under the Federal Family and Medical Leave Act of 1993 and the Alaska Family Leave Act— Outlines both family leave provisions, use and length of entitlement, benefits and protections, and enforcement.

Other Information: In addition to meeting with the new employee to explain the purpose of the forms and policies, the supervisor or personnel contact should also take this opportunity to explain specific work site policies and practices, the mission of the agency and how the new employee's position relates to accomplishing the goals of the agency. The new employee orientation checklist should be used to guide this meeting and to ensure each area is discussed and documented.

On a monthly basis, the Human Resources Section (HR) will provide an orientation which will offer additional information to new employees located in the Juneau area with plans to expand this orientation into Anchorage, Fairbanks and other communities in the future:

3. NEW EMPLOYEE ORIENTATION (continued)

Department overview

General pay, leave and benefit information, open enrollment, status changes, Employee Assistance Program (EAP), Savings Bonds, Legal Trust

Explanation of the Ethics Act and video presentation

Explanation of Administrative Order 81, the Office Technology Policy, the American's with Disabilities Act, and the Drug Free Workplace Act

How to obtain work related training

Information available on our Web Site and other related sites

Time and attendance reporting procedures

How to use the Enterprise Email System

Benefits of using Netscape Calendar

DOA-IT (who they are and what they do)

Explanation of LAN Notes (what it is, how it helps employees, and where they are located)

How to use the Intranet and How to use the "Advanced Help Desk"

How to use the various computer programs used by the Department and individualized training

Storing your electronic documents, policies regarding personal software

How to use the State of Alaska phone system, phone etiquette and policy

Basic travel information and where to ask for more information

WELCOME TO THE DEPARTMENT OF ADMINISTRATION

Welcome to the Department, below is some general information for employees who are new to the Department:

Probationary Period: All new employees are required to complete a probationary period. The probationary period is six months in duration for employees in ranges 5-13, and one year in duration for those at range 14 and above unless it is extended or otherwise concluded.

Agency Shop Acknowledgement: If your position is represented by a union, you will need to contact them on your own time regarding any obligations within 10 calendar days of your hire date.

Paychecks: You will receive a paycheck twice a month. Official paydays are the 15th and the last working day of the month. You may choose to have your check directly deposited, or mailed to your home, office, or other address.

Business Leave Bank: All new General Government Unit (**GGU**) employees will be assessed 7.5 hours of annual leave to be deducted as soon as a sufficient number of hours have been posted to the business leave account. All new Supervisory Unit (**SU**) employees will be assessed two hours of personal leave when the member's balance is at least one day or more, and shall be transferred to the business leave bank. The same amount will be transferred annually. Confidential Employees Association (**KK**) employees, upon written authorization, will be assessed 7.5 hours of personal leave to be deducted as soon as a sufficient number of hours have been posted to the leave account. All new Labor, Trades, and Crafts (**LTC**) employees shall donate one day, 7.5 hours, when the employee's balance is at least one day or more and such leave shall be transferred to the business leave bank.

Leave Usage: Personal leave is used for both illness and vacation time and is available for use on your 31st calendar day of employment for (**SU, LTC, EE, and XE**). Employees in the **KK** unit may use leave as soon as it is posted. Annual leave will be available for use on the 91st calendar day for (**GGU**). Sick leave is available for use as soon as it is posted. GGU Employees hired after June 30, 2000 will accrue Personnel leave.

Leave Accrual: GGU members hired on or after July 1, 2000 will accrue sick and annual leave. Effective December 16, 2000 those members will be converted to the personal leave system. All other bargaining units and non-classified members accrue leave under the personal leave system. Leave accrued is credited to your account on the 15th of the month and at the end of the month. If you have prior State service, the accrual rate may be adjusted upward according to the amount of prior service. It may take from four to six weeks to make this adjustment. *If you are a part-time employee, your leave will accrue on a prorated basis depending on hours worked each pay period.

Holidays: All employees except short-term nonpermanent, emergency, or temporary employees are entitled to payment for all legal holidays listed in your individual collective bargaining agreement, or in the personnel regulations, whichever covers your employment status. In order to receive payment for the holiday, you must be in pay status on scheduled work days which immediately precede and follow the holiday.

Retirement (PERS): Your gross pay will be reduced by 6.75 percent per month for retirement benefits. This is a mandatory contribution and is deducted from pre-taxed income. A complete explanation of the State's retirement plan can be found in the Public Employees' Retirement System (PERS) Handbook and at their Internet site: <http://www.state.ak.us/local/akpages/ADMIN/drbb/home.htm>. You will receive an annual statement of your PERS contributions.

Employee Group Health/Life Insurance Plan: Members of the **LTC** bargaining unit may contact the Health Trust at 276-7611 in Anchorage or (800) 446-3671 for enrollment information and questions regarding health insurance. Group Health and Basic Life Insurance for all bargaining unit members will be provided to full-time, and long-term nonpermanent employees and their dependents beginning on the 31st consecutive calendar day of employment. You may elect to purchase additional life insurance (for yourself only) equal to your annual salary or to a maximum of \$60,000, whichever is less. The annual salary is rounded to the nearest thousand, the cost is per thousand

dollars of coverage, and based on age. The premiums are listed on the current Basic and Optional Life Enrollment form. Part-time employees who do not elect Group Health coverage may not select Basic Life but may select the Optional Life coverage.

There is a 30-day waiting period for eligibility for the Group Health and Life Insurance plan. Part-time employees may pay one-half the employer premium amount, if the health/life plan is selected. Short-term nonpermanent and temporary employees are not eligible for coverage under the group plan, but may wish to explore the insurance options that are available under the Supplemental Benefits System (SBS). A complete explanation of health and life insurance benefits can be found in the Employee Group Insurance Information Booklet, which will be mailed to you from the Division of Retirement and Benefits, or you may find this information at their website.

Supplemental Benefits System (SBS): A mandatory deduction of 6.13 percent of your pre-taxed gross pay will be deducted for SBS. State employees do not participate in the Federal Social Security System, and the SBS provides an alternative benefit plan. There is a maximum yearly SBS deduction which is 6.13 percent of the maximum income limit under the federal Social Security program. The deduction establishes an SBS annuity account; the value of the account represents the semi-monthly contribution of the employee (6.13 percent) and a matching contribution by the employer (6.13 percent), plus interest earned on the account.

LTC members may select life, survivor, disability, and dependent care reimbursement benefits under the SBS.

GGU members may select the same benefits as **LTC** members in addition to additional coverage for health insurance. The cost of these benefits is in addition to the mandatory 6.13 percent contribution. The premium amount for any selected SBS benefits is deducted from pre-taxed gross pay. An annual SBS administrative fee will be deducted from your SBS account. In order to select any of these additional benefits, employees must enroll within **30 days** of the hire date. You will receive an annual statement of your SBS contributions. A complete explanation of the SBS can be found in the Supplemental Benefits System Information Booklet and at the Division's website.

Select Benefits: **SU**, **CEA**, and employees not covered by collective bargaining must enroll into the Select Benefits Program within **30 days** of their hire date, otherwise they will be placed into the default plan. The Select Benefits Plan allows employees the flexibility to choose the coverage that best meets their needs. A medical and dental plan must be selected, and all other types of coverage is optional. The dental and vision benefits selected will remain in effect for two years. All other benefit selections may be changed during an open enrollment period or if you have a qualified status change.

Medicare: All new employees will be eligible for Medicare and their gross pay will be reduced by 1.45 percent for federal Medicare tax.

U.S. Savings Bonds: Employees may purchase savings bonds through automatic payroll deductions. Savings bond forms are available from the Human Resources office.

Deferred Compensation: Employees in permanent positions may participate in the state's Deferred Compensation Plan. The optional plan allows eligible employees to put money aside for the future and reduce their taxable income at the same time. You may defer up to 25% of your adjusted income after PERS and SBS contributions have been withheld, up to a maximum of \$8,000 annually. For more information in this program, you may contact R&B directly at 465-4465 or review their web site.

CHECKLIST FOR NEW EMPLOYEE ORIENTATION

Check off each item as you discuss them with the employee. Many of the items below will also be discussed in more detail during the monthly new employee orientation as provided by the Human Resources Section (HR) for Juneau offices. Please send a signed copy to the Human Resources Section for the employee's personnel file.

I. PERSONNEL ISSUES

- _____ Provide and explain each of the employment and benefit forms to the employee including the following policies:
_____ State Office Technologies _____ Admin. Order 81 _____ Drug Free Workplace _____
- _____ Explain the Ethics Act and provide the handbook (also discussed during the monthly presentation by HR).
- _____ View the Ethics video in all locations other than Juneau (provided monthly by HR in Juneau).
- _____ Provide the Group Health Care Handbooks or explain where it is located on the Internet.
- _____ Provide the "Your Rights Under the Family and Medical Leave Act...." information sheet.
- _____ Explain that all newly appointed employees will receive a deduction of 1.45% for Medicare coverage.
- _____ Explain the SBS Annuity and that 6.13% will be deducted from their check and matched by the State.
- _____ Inform the employee that 6.75% will be deducted from their check for PERS and the Information Handbook will be mailed to them directly.
- _____ Inform the employee of their collective bargaining unit (if applicable).
- _____ Advise the employee to report within a ten-day period to their local union office on their own time.
- _____ Inform the employee of the pay procedures and payroll information:
 - _____ a. Their job class _____ beginning range/step _____ and semi monthly salary _____ OT elig _____ (yes or no)
 - _____ b. Explain the pay periods run semi-monthly from the 1st of the month to the 15th, and from the 16th to the last day of the month. Official pay days are the 15th and the last day of each month.
 - _____ c. Explain the timesheet requirements for overtime eligible employees. Leave slips for overtime exempt.
 - _____ d. Leave accrual rates _____ personal leave or _____ annual and _____ sick.
- _____ Inform the employee of the length and purpose of the probationary period (6 months from the hire date for ranges 5-13 and one year for ranges 14 and above).
- _____ Explain the evaluation procedures (time frames, purpose, etc.).
- _____ Advise the employee of the smoking policy within your building.

II. ORGANIZATION

- _____ Discuss the general type of work performed by the unit and the department as a whole.
- _____ Describe the purpose of the position and its function within the unit (provide a copy of the position description).
- _____ Give a tour of the work area, restrooms, fire exits, refrigerator, coat handing area and vending machines. Introduce the employee to key administrative staff, the floor monitor so they may be shown the evacuation plan in case of emergencies, and other departmental employees as appropriate.

New Employee Checklist Continued

III. STANDARD OPERATING PROCEDURES

- _____ Hours of work, flex time and holidays (employees must be in pay status the full day before and after the holiday).
- _____ Overtime policies, (overtime must always be assigned and pre-approved by the supervisor).
- _____ Time sheet procedures within the work unit, generally they are required only for overtime eligible employees.
- _____ Leave procedures:
- _____ a. leave request procedures: how to complete leave slips.
- _____ b. advance request to the supervisor is required for the use of annual or personal leave.
- _____ c. who and when to call in the case of unscheduled absences such as sick leave or emergencies.
- _____ d. explain the employee's leave eligibility date; mandatory leave usage; business leave bank deduction.
- _____ e. availability requirements and the consequence of excessive absenteeism.
- _____ Break and lunch policy and timeframes (including smoking breaks).
- _____ How to order supplies.
- _____ Travel and per diem procedures and State ID card application (if applicable).
- _____ Inform the employee of the procedures for reporting accidents, notify the supervisor, complete the form and distribute the copies immediately following any accidents. Employees may call the HR office for any questions.
- _____ Discuss office keys: Employee will _____ -or- will not _____ receive a key to the building.
- _____ Voice Mail Policy and Telephone Etiquette (this will also be discussed during the monthly HR orientation)
- _____ Provide instructions on using email (this may also be provided during the monthly HR orientation).
- _____ Provide basic information on the use of the various computer programs (this will also be provided during the monthly HR orientation).
- _____ Discuss restrictions on long distance calls (personal long distance calls allowed only if charged to home phone or personal credit card), personal business and personal phone calls should be conducted during breaks and lunch).
- _____ Parking, where and how to obtain a State of Alaska parking permit.
- _____ Mail procedures, operation and location of photocopying, fax and other equipment.
- _____ Unique job requirements: special commissions, clearances, mainframe access needs etc. (if applicable)
- _____ Advised employee of any supervisory working files to be kept on the employee.

The above information has been provided and explained and is also available in the employees contract if applicable.

Employee's Signature

Date

Supervisor's Signature or HR Contact

Date



4. STATEWIDE POLICIES/DEPARTMENT OF ADMINISTRATION POLICIES

Purpose

To provide Department of Administration supervisors and managers with information about statewide employment policies developed as a result of State and/or federal legislation. It is the responsibility of the supervisor to advise new and current employees of these policies' existence and monitor compliance in the work place.

Authority

Alaska Statute 39.52, State Ethics Act
Alaska Statute 39.90.020, Nepotism
Drug Free Workplace Act of 1988
Alaska Statutes 39.25.160 and 39.25.178
Federal Election Campaign Act/Hatch Political Activities Act
Alaska Family Leave Act/Family and Medical Leave Act of 1993
Americans with Disabilities Act

Policies

1. Ethics

All current and some former executive branch public employees and members of statutorily created boards and commissions are subject to the Alaska Executive Branch Ethics Act.

Alaska Statute 39.52 states:

The code of ethics considers a public office to be a public trust. Employees may engage in independent pursuits if they do not benefit financially or personally from their actions as public employees. The code of ethics accepts that minor and inconsequential conflicts of interest are unavoidable; however, those conflicts of interest which are substantial and material are prohibited.

Alaska Statute 39.52 specifically prohibits:

- misuse of official position including the use of State time, equipment, property or facilities for personal or financial benefit;
- receipt of improper gifts;
- improper use or disclosure of information;
- improper influence in State grants, contracts, leases or loans;
- improper representation of other agencies or individuals;
- helping another employee violate the ethics law;

In addition to the above prohibitions, AS 39.52 limits employees from:

4. STATEWIDE POLICIES/DEPARTMENT OF ADMINISTRATION POLICIES (continued)

- accepting other employment (paid or unpaid) during active State employment which is incompatible or in conflict with the proper discharge of official duties;
- accepting employment, for a period of two years after leaving State service, on any matter in which the employee has personally and substantially participated while employed by the State. This prohibition does not apply to work on legislative measures or administrative regulations.

Further information for supervisors can be found in the Ethics Handbook and in Sections AAM 100.020 through 100.050 of the Administrative Manual.

Each department has a designated supervisor for ethics. In the Department of Administration, the designated supervisor is the Deputy Commissioner.

- A. Employees have a duty to report violations or potential violations of AS 39.52 to the department's designated supervisor. The designated supervisor will provide a written determination of whether a violation exists. If a violation exists, the supervisor may reassign duties of the employee (where feasible) to avoid the violation, direct the removal of the conflicting personal or financial interest, or find another solution as appropriate.
- B. The following ethics disclosure forms are available from the Human Resources Section or the following website: <http://www.law.state.ak.us/ethics/index.html>
 - (1) **Notification of Receipt of Gift:** A public employee who receives a gift valued at greater than \$50.00 must report the gift to the designated supervisor.
 - (2) **Grants/Contracts/Leases/Loans Notification:** A public employee must report to the designated supervisor any personal or financial interest (or that of a family or household member) in a State grant, contract, lease, or loan that is awarded or administered by the employing agency.
 - (3) **Outside Employment or Services Notification:** A public employee must report outside employment or services (paid or unpaid) to the designated supervisor by June 30 of each year. Changes in outside employment or services are to be reported as they occur.
 - (4) **Notice of Potential Violation:** When a public employee is involved in a situation that may be in violation of the code of ethics, the employee must immediately disclose the matter on this form and take no further official action until the matter of the potential violation is resolved.
- C. Ethics disclosure forms are to be forwarded to the department's designated supervisor for signature.

4. STATEWIDE POLICIES/DEPARTMENT OF ADMINISTRATION POLICIES (continued)

2. Office Technology Policy

Because the Executive Branch Ethics Act states a public employee may not “use state time, property, equipment, or other facilities to benefit personal or financial interests,” the State of Alaska has adopted a Personal Use of State Office Technologies policy. The policy encourages use of technology that meets ethical standards and provides exposure, education and experience to employees. The policy also outlines a number of prohibitions:

- use for any purposes which violate a United States or State of Alaska law or the Alaska Administrative Code
- use for any commercial activities, including commercial advertising, unless specific to the charter, mission or duties of the agency
- use for access to or distribution of indecent or obscene material or child pornography
- harassing other users, computing systems, and/or damaging or altering software components
- use for fundraising, political campaign activities, or public relations activities not specifically related to state government activities
- any activity which adversely affects the availability, confidentiality, or integrity of any office technology.

The Personal Use of State Office Technologies policy is one of the documents to be read and acknowledged when an employee is appointed, see Section 3, New Employee Orientation. Additionally, supervisors should assure that a copy of the policy statement is posted at the work site so all employees have an opportunity to read it. The acknowledged policy statement should be forwarded to the Human Resources Section for the file.

3. Drug Free Workplace

The federal Drug Free Workplace Act of 1988 requires that the State of Alaska provide a drug free work environment. The use of controlled substances or alcohol in the workplace is not allowed, may subject employees and visitors to unacceptable safety risks, and undermines the employee's ability to function effectively. “Controlled substances” are those included in the Drug Free Workplace Act. Copies of Schedules I through V of Section 202 of the Federal Controlled Substance Act, Title 21, Section 812 of the U.S. Code which defines “controlled substances” are available from the Division of Personnel.

The policy is reprinted in its entirety below:

It is the policy of the State of Alaska to provide a drug free workplace. Any employee who unlawfully manufactures, distributes, dispenses, possesses, or uses a controlled substance in the workplace or during working hours is

4. STATEWIDE POLICIES/DEPARTMENT OF ADMINISTRATION POLICIES (continued)

subject to disciplinary action up to and including immediate dismissal. This is independent of any criminal action concerning the offense.

The state is committed to helping employees find resources for drug or alcohol counseling and rehabilitation. Substance abuse on state property, however, will not be tolerated.

Employees are required to notify the employer in writing no later than five days following a conviction for any criminal drug offense occurring in the workplace.

As a condition of employment, employees in agencies receiving federal grants covered by the Drug Free Workplace Act of 1988 must abide by the terms of this policy.

* * *

- A. A supervisor who suspects an employee is under the influence of a controlled substance or alcohol should ensure the safety of the employee, others in the workplace and the public, then call the department human resources manager to discuss what further action should be taken.
- B. Employees funded in whole or part by federal grants covered by the Drug Free Workplace Act of 1988 are required to notify their supervisor no later than five days following a conviction for any criminal drug offense occurring in the workplace. The supervisor must immediately notify the department human resources manager of such a conviction, who will in turn report the occurrence to the appropriate authority. The supervisor and the human resources manager will discuss what further action should be taken.
- C. The Drug Free Workplace Policy Statement is one of the documents to be read and acknowledged when an employee is appointed, see Section 3, New Employee Orientation. Additionally, supervisors should assure that a copy of the policy statement remains posted at the work site so all employees have an opportunity to read it. The acknowledged policy statement should be forwarded to the Human Resources Section for record keeping.

4. Administrative Order Nos. 75 and 81

In 1983, Governor Bill Sheffield issued Administrative Order No. 75 outlining the State's policy on equal employment opportunity in all aspects of personnel management. In 1984, Administrative Order No. 81 was issued, which amended and supplemented Administrative Order 75. In Administrative Order No. 81 Governor Sheffield stated as a matter of policy the State of Alaska, as an employer, would not tolerate, condone or permit any kind of harassment of employees or applicants for employment on the basis of their sex, color, race, religion, national origin, age, handicap, marital status, changes in marital status, pregnancy or parenthood. Supervisors are required to assure new employees read and acknowledge a copy of Administrative Order No. 81 during their orientation, see Section 3, New Employee

4. STATEWIDE POLICIES/DEPARTMENT OF ADMINISTRATION POLICIES (continued)

Orientation. Additionally, supervisors should assure that a copy of the State's policy on harassment remains posted in the workplace so employees have an opportunity to read it. The acknowledged policy statement should be forwarded to the Human Resources Section for record keeping.

5. Political Activity by Employees

This section applies to all classified employees and to partially exempt employees as specifically provided.

Alaska Statute 39.25.160 provides general prohibitions:

- (a) A classified employee may not take an active part in the management of a political party above the precinct level. ...
- (c) A person may not require an assessment, subscription, contribution, or service for a political party from a state employee.
- (d) A person may not seek or attempt to use a political party endorsement in connection with an appointment or promotion in the classified service.
- (e) An employee in the classified or partially exempt service who seeks nomination or becomes a candidate for state or national elective political office shall immediately resign any position held in the state service. The employee's position becomes vacant on the date the employee files a declaration of candidacy for state or national elective office.
- (f) Action affecting the employment status of an employee in the classified service or an applicant for a position in the classified service, including appointment, promotion, demotion, suspension, or removal, may not be taken or withheld on the basis of unlawful discrimination due to political beliefs.
- (g) A person may not knowingly make a false statement, certificate, mark, rating, or report with regard to a test, certification, or appointment made under this chapter or in any manner commit a fraud preventing the impartial execution of this chapter and the personnel rules adopted under this chapter. ...

Sec. 39.25.178 provides employee political rights:

"A state employee may

- (1) be a member of a national, state, or local political party;
- (2) take part in a political campaign;
- (3) express political opinions; however, while engaged on official business, a state employee may not display or distribute partisan political material;
- (4) register party preference;
- (5) serve as a voting or nonvoting delegate to a party convention;
- (6) be appointed, nominated, or elected to nonpartisan public office in a local government unit; and
- (7) make contributions to a political party or a candidate for public office."

Sec. 39.25.181 provides definitions.

4. STATEWIDE POLICIES/DEPARTMENT OF ADMINISTRATION POLICIES (continued)

- “precinct” means the territory within which resident voters may cast votes at one polling place;
- “state employee” means a person employed by the state who is paid a wage or salary, but does not include a person hired by the state to work as an independent contractor or a person who is in the custody of the state.

Sec. 30.25.190. Conflict with federal requirements.

If any part of this chapter conflicts with federal requirements that are a condition precedent to the allocation of federal funds to the state, the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the agency directly affected, and does not affect the operation of the remainder of this chapter in its application.

The restrictions governing political activity continue to apply even though the employee may be on leave.

Statutes and policies, no matter how explicit, cannot replace personal discretion in the daily contacts of State employees, nor can they be expanded to cover each and every possible situation that may be encountered. Employees should remain continually aware of any situation that may cause a conflict with performance of duties. Activities that may be questionable should be discussed with the human resources manager.

6. Political Activity in the Work Place:

A. Political Candidates and Their Supporters May:

- (1) have the same access to State facilities as the general public; and
- (2) distribute literature or otherwise express political views outside State facilities.

B. Political Candidates and Their Supporters May Not:

- (1) interrupt the normal functions of State government;
- (2) pass out literature or posters or otherwise express political views to State employees at their work stations or within State facilities;
- (3) use State equipment, facilities or supplies for the purpose of promoting a political candidate or position; or
- (4) have access to State facilities or employees' work stations not available to the general public.

Typical Questions and Answers:

Q: Can a State employee run for an elected office?

A: Yes, an employee can run for an elected local nonpartisan office, but must resign to run for State or national political office.

4. STATEWIDE POLICIES/DEPARTMENT OF ADMINISTRATION POLICIES (continued)

Q: Can employees participate in a campaign?

A: Yes. However, employees cannot meet with political organizations or political candidates during working hours or use State facilities to promote a political candidate by passing out campaign literature, or meet with individuals at their workstations to discuss a campaign.

Q: Are employees allowed to make a financial contribution to a political organization?

A: Yes. However, they are prohibited from soliciting or collecting political contributions while engaged in official State business.

Q: Can political posters be posted on bulletin boards?

A: No. Campaign posters, including those provided by employee unions, fall within statutes concerning campaign activities in the workplace.

Q: Can political groups use State conference rooms for campaign purposes?

A: No. State policy prohibits the use of State conference rooms or facilities for such purposes. Solicitation of any kind, whether it be for a vote or for a private commercial purpose is prohibited in State facilities. The purpose of this policy is to prevent harassment of State employees and other building patrons, and dispel the appearance of political preference on the part of either the State or its employees.

Q: What should an employee do if it is not known whether a certain activity violates the law?

A: Ignorance of the law does not excuse an employee from penalties for violation. Questions should be referred to the department's human resources manager.

7. Nepotism

A. Regulations

Personnel Regulation 2 AAC 07.950 addresses nepotism as follows:

- (1) No person may be employed in the classified or partially exempt service in a department or agency if that person is the spouse of, or is related by blood or marriage, within and including the second degree of kindred, to the principal executive officer of the department or agency, to the principal executive officer's deputy or to an assistant principal executive officer take part in a political campaign;
- (2) An appointing authority may not appoint a person to a classified or partially exempt position in a division of a State department or agency if that person is related by blood or marriage, within and including the second degree of

4. STATEWIDE POLICIES/DEPARTMENT OF ADMINISTRATION POLICIES (continued)

kindred, to the director of that division, to a deputy director or to an assistant director.

- (3) An appointing authority may not appoint a person to a classified or partially exempt position in a State department or agency if that person is related by blood or marriage, within and including the second degree of kindred, to an employee in the department or agency unless the principal executive officer of the department or agency approves the appointment in writing. The principal executive officer of the department or agency may not approve an appointment under this subsection that places a person in a direct supervisory relationship to a person related by blood or marriage, within and including the second degree of kindred, or that is prohibited by (1) or (2) above.

Second degree of kindred means parents, children, brother, sister, grandparents, grandchildren, uncle, aunt, niece or nephew, in a full, half, or step relationship.

In the Department of Administration the commissioner is the principal executive officer.

Alaska Statute 39.90.020 addresses nepotism for exempt employees: It reads:

It is unlawful for a person who is the spouse of or is related by blood within and including the second degree of kindred to the executive head of a principal State of Alaska department or agency to be employed in that department or agency.

B. Nepotism Waiver

Sections (1) and (2) above essentially prohibit appointment of employees specifically related to the commissioner, deputy commissioner, director or deputy director of the appointing division. No waiver is available for these situations.

Section (3) prohibits appointments of an individual specifically related to anyone in the department. A waiver may be approved when no supervisory/subordinate relationship exists. The following must be done to comply with this regulation:

- (1) Prior to offering a position, the supervisor must find out if the prospective employee is related, as specified above, to other employees within the department. If so, it must be determined if a direct supervisory relationship will exist. If it does, a nepotism waiver cannot be granted.
- (2) If a prospective employee is related to another employee as specified above, but no direct supervisory relationship exists, complete the Request for Nepotism Waiver (Addendum F), and forward it to the Human Resources Section. A staff member will

4. STATEWIDE POLICIES/DEPARTMENT OF ADMINISTRATION POLICIES (continued)

review the request and send it to the commissioner's office for action.

- (3) The commissioner, or designee, will approve or not approve the Request for Nepotism Waiver.
- (4) Once approved, the initiating supervisor will be advised and a job offer may be made to the prospective employee, if otherwise eligible for appointment.

Any change in position will require a new approval and any change in duties which creates a direct supervisory relationship will void the approval.

8. Americans with Disabilities Act (ADA)

On April 22, 1992, Governor Walter Hickel issued Administrative Code No. 129, which outlines the State's policy for compliance with the federal Americans with Disabilities Act. The policy essentially states that no qualified individual with a disability will be excluded, because of that disability, from any benefit, service, program or activity provided by any state agency. Supervisors should review the policy in order to comply with the Act.

Questions concerning the Act, reasonable accommodation for current employees, applicants for employment, or other compliance issues should be referred to the Human Resources Manager, who is the department's ADA Coordinator.

9. Federal Family and Medical Leave Act (FMLA) and Alaska Family Leave Act (AFLA)

These two laws work hand-in-hand to provide all qualifying employees with up to 18 weeks of leave for the birth or adoption of a child or the serious health condition of the employee or a family member.

Federal law requires posting of a notice to employees which describes the benefits under the acts. The laws require State of Alaska, as the employer, to invoke family leave for employees who meet qualifying conditions. Supervisors should assure that the notice remains posted in the workplace so that all employees have an opportunity to read it. The posting and more specific information on family leave administration is available in Section 14, Leave Administration and on our website:

10. Media Contacts

The work products of State agencies often are public records available to the public for inspection and/or duplication. Routine information is normally released upon request.

Supervisors, managers, and employees should exercise discretion when asked to make public comments concerning department matters and check with their supervisor when in doubt. Routine public information is generally provided by the employee receiving the request. In the Department of Administration issues that are of immediate public interest,

4. STATEWIDE POLICIES/DEPARTMENT OF ADMINISTRATION POLICIES (continued)

are sensitive, or are policy making in nature are to be referred to the commissioner's office unless otherwise delegated.

Refer to Section No. 1, Access to Records and Confidentiality, for guidelines on employee information that may be released. At the time information is released to the media, a Press Contact fact sheet (Addendum I) must be completed and routed through the division director to the commissioner's office. This fact sheet is available electronically from the commissioner's office.

A. Supervisors, managers, and employees contacted by members of the media

SHOULD:

- (1) Defer, as appropriate, requests on department matters to the division director or commissioner's office.
- (2) Think the question or questions through, gather the information, and consult with the supervisor, director, or appropriate authority.
- (3) Present the most important facts first.
- (4) Be straightforward and honest. If you can't provide the information, simply state you are not authorized to do so or you are unable to provide the information due to a business reason, such as litigation.
- (5) Confirm the reporter's time frames and return the call before the deadline.
- (6) Return all calls from the media, even when you are unable to comment or provide the information.
- (7) Stick to the facts. Refrain from stating personal opinions.

B. Supervisors, managers, and employees contacted by members of the media

SHOULD NOT:

- (1) Defer, as appropriate, requests on department matters to the division director or commissioner's office.
- (2) Make comments "off the record." Even though not quoted directly, the statement may become a matter of record.
- (3) Repeat distorted, misleading or offensive words that may have been part of a question to you.
- (4) The words could appear in print as your words rather than those the reporter utilized to phrase the question.
- (5) Use jargon, abbreviations, and acronyms when speaking, but explain the concepts in understandable terms.

11. Legislative Activity

4. STATEWIDE POLICIES/DEPARTMENT OF ADMINISTRATION POLICIES (continued)

A. Official Legislative Activity

In the Department of Administration, the assistant commissioner serves as legislative liaison for all official legislative matters. Employees and supervisors should become familiar with internal operating procedures, particularly in regard to supplying information to a member of the legislature. When contacted by a member of the legislature or legislative staff member, a Legislative Contact fact sheet must be completed and routed through the division director to the commissioner's office. This fact sheet is available electronically from the commissioner's office.

B. Personal Legislative Activity

State employees may express their personal opinions on their own time; however, they should guard against the appearance of conflict of interest should they testify on information gained primarily through their employment.

Legislative Hearing Testimony

- (1) Employees wishing to participate in the legislative hearing process during normal work hours must request annual/personal leave. Leave shall not be unreasonably denied.
- (2) Should the employee choose to testify at a legislative hearing, it must be made clear that the testimony being expressed is a personal opinion and not that of the employer.
- (3) If questioned about employment status, the employee must assure members of the committee of two things. First, the testimony is being given as a private citizen and, second, the employee is on approved annual/personal leave.

C. Legislative Correspondence/Communication

Employees may contact legislators and their staff on issues that concern pending legislation. Unofficial legislative communication shall not involve use of State equipment (such as a facsimile or photocopy machine), time, or letterhead.



5. EMPLOYEE BENEFITS

Purpose

To provide Department of Administration supervisors and managers with an overview of the benefits provided under the State's Group Health/Life Insurance Plan, the Select Benefits Plan, the Supplemental Benefits System (SBS), the Deferred Compensation Plan and the Public Employees' Retirement System (PERS). This overview is only intended as a basic introduction to these plans, and will not replace or supersede the terms and conditions specified in any of the employee information booklets for these benefits. The information contained in this section can be used to answer employee's general questions about benefits. This section also provides guidelines on processing death benefits for beneficiaries of a deceased State employee. Supervisors and managers may refer employees to the Human Resources Section or the Division of Retirement and Benefits (DRB) for additional information. Benefit information can also be obtained from the DRB Web site at: <http://www.state.ak.us/local/akpages/ADMIN/drb/home.htm>.

Authority

Alaska Statute 39.20.360-400, 39.30, 39.35
State of Alaska Employee Group Insurance Information Booklet and Plan Document
Select Benefits Information Booklet and Plan Document
Supplemental Benefits System Plan Document
Deferred Compensation Information Booklet and Plan Document
Alaska Public Employees' Retirement System Information Handbook and PERS Regulations
General Government Unit (**GGU**), Supervisory Unit (**SU**), Confidential Unit (**KK**) and Labor
Trades and Crafts Unit (**LTC**) collective bargaining agreements

1. EMPLOYEE GROUP HEALTH PLAN—GGU employees only

Background

The State of Alaska Group Health Plan consists of medical, dental, vision, and audio benefits. Benefits under this plan may change if changes in law or collective bargaining agreements occur.

All **GGU** employees who work at least 30 hours per week, except short-term nonpermanent and temporary employees, are eligible to be covered by the group plan. Part-time employees (those who work at least 15, but fewer than 30 hours per week) are eligible to be covered if they elect to pay one-half of the employer premium cost for both the group health and basic life insurance plan.

GGU temporary and short-term nonpermanent employees are not eligible for coverage under the group plan, but may elect to purchase medical coverage through the Supplemental Benefits System (SBS). Specific information is available from the Human Resources Section or the Benefits Section of the DRB.

5. EMPLOYEE BENEFITS (continued)

General Provisions

The general provisions which govern participation in the State of Alaska Group Health Plan are highlighted below.

A. How does the employee enroll in the plan?

Enrollment into the health plan is automatic. Within the first few days on the job, the employee should complete the Group Health Plan Enrollment Form. This form serves to enroll the employee's eligible dependents into the plan and provides personal details the carrier needs to monitor eligibility. This form is included as Addendum A.

B. When does coverage start?

- (1) New and rehired employees are covered on the 31st consecutive calendar day the employee is in pay status.
- (2) Employees returning from layoff or leave without pay are covered on the day they return to work provided B.(1) above has been satisfied.
- (3) Eligible dependents are covered on the same day as the employee unless hospitalized, in which case they are covered after they are discharged.

C. When does coverage end?

For those who terminate employment, coverage ends on the last day of the month the employee last worked. For employees who begin a period of leave without pay, health coverage ends at the end of the month in which the employee was last in pay status. Refer to Section 11, Layoff, for information for employees entering layoff status and Chapter 14, Leave Administration, for employees on family medical leave.

D. What constitutes an eligible dependent?

- (1) Eligible dependents include your spouse (you may be legally separated, but not divorced.)
- (2) Your children from birth up to age 23, only if they are:

5. EMPLOYEE BENEFITS (continued)

- a. your natural children, step-children, foster children placed through a State foster child program, legally adopted children, children in your physical custody and for whom bona fide adoption proceedings are underway, or children for whom you are the legal, court-appointed guardian;
 - b. unmarried and chiefly dependent upon you for support;
 - c. living with you at least 51 percent of the time in a normal parent-child relationship; and
 - d. if they are between the ages of 19 and 23, they must be attending school regularly on a full- or half-time basis.
- (3) Children incapable of employment because of a mental or physical incapacity are covered even if they are past the maximum age. However, the incapacity must have existed before age 19 and the children must continue to rely chiefly on you for support. You must furnish the claims administrator evidence of the incapacity, proof that it existed before age 19, and proof of financial dependency. Children are covered as long as the incapacity exists and they meet the definition of children, except for age.

E. How does the employee notify the carrier of a change in dependent status?

If the employee's dependents change due to marriage, divorce or other family changes, the employee must complete a Group Health Plan Change Form (Form 02-1854) included as Addendum B. Failure to complete the form when required may delay payment of a dependent claim.

Employees should be encouraged to review the Group Insurance Booklet and other information provided to them by the DRB in order to determine specific benefits.

LTC employees have a group health insurance plan administered through their union's health trust. **LTC** employees should be referred to their union for specific information on health insurance cost, coverage and claims.

2. **GROUP LIFE INSURANCE**—for all employees except as provided below:

5. EMPLOYEE BENEFITS (continued)

Background

The life insurance and accidental death and dismemberment plan is underwritten by a carrier who has contracted with the State to provide the coverage. Benefits under this plan may change if changes in law or collective bargaining agreements occur.

Partially Exempt, Exempt, and all permanent employees covered by collective bargaining who work at least 30 hours per week are eligible to be covered by the basic life insurance plan. Part-time employees (those who work at least 15, but fewer than 30 hours per week) are eligible to be covered if they elect to pay one-half of the premium cost for both the group health and basic life insurance plan. Temporary and short-term nonpermanent employees are not eligible for coverage under the basic life insurance plan, but may elect to purchase life insurance through the Supplemental Benefits System (SBS). Specific information is available from the DRB.

General Provisions

The general provisions which govern participation in the Group Life Insurance Plan are highlighted below.

A. How does the employee enroll in the plan?

Enrollment of the employee into the basic life plan is automatic. Within the first few days on the job, the employee will complete the Basic Insurance and Optional Insurance Enrollment or Change Form, (Addendum C) which enrolls the employee into the group plan and designates the beneficiary (ies) for the basic life insurance benefit. In addition to insuring the employee's life in the basic amount of \$2,000 or \$7,000, depending on the cause of death, the basic benefit provides the employee with dismemberment insurance in varying amounts and with travel accident coverage up to \$100,000 if the employee dies or is injured by accident while traveling on State business. The basic plan also provides certain life and dismemberment coverage for eligible dependents. The employee may choose to purchase optional life insurance that is equal to the employee's annual salary or \$60,000, whichever is less.

B. When does coverage start?

- (1) New and rehired employees are covered on the 31st consecutive calendar day the employee is in pay status.
- (2) Employees returning from layoff or leave without pay are covered on the day they return to work.
- (3) Eligible dependents are covered on the same day as the employee unless hospitalized, in which case they are covered after they are discharged.

5. EMPLOYEE BENEFITS (continued)

B. When does coverage end?

For those who terminate employment, coverage ends on the last day of the month the employee last worked. For employees who begin a period of leave without pay, health coverage ends at the end of the month in which the employee was last in pay status. Refer to Section 11, Layoff, for information for employees entering layoff status and Chapter 14, Leave Administration, for employees on family medical leave.

D. What constitutes an eligible dependent?

- (1) Eligible dependents include your spouse (you may be legally separated, but not divorced.)
- (2) Your children from 14 days up to age 23, only if they are:
 - a. your natural children, step-children, foster children placed through a State foster child program, legally adopted children, children in your physical custody and for whom bona fide adoption proceedings are underway, or children for whom you are the legal, court-appointed guardian;
 - b. unmarried and chiefly dependent upon you for support;
 - c. living with you at least 51 percent of the time in a normal parent-child relationship; and
 - d. if they are between the ages of 19 and 23, they must be attending school regularly on a full or half time basis.
- (3) Children incapable of employment because of a mental or physical incapacity are covered even if they are past the maximum age. However, the incapacity must have existed before age 19 and the children must continue to rely chiefly on you for support. You must furnish the claims administrator evidence of the incapacity, proof that it existed before age 19, and proof of financial dependency. Children are covered as long as the incapacity exists and they meet the definition of children, except for age.

3. SUPPLEMENTAL BENEFITS SYSTEM (Annuity Plan) — for All Employees

5. EMPLOYEE BENEFITS (continued)

Background

On January 1, 1980, the State of Alaska withdrew from the Federal Social Security System. The SBS provides benefits in place of the Social Security System. It is a unique plan consisting of the annuity plan and the benefit plan. All employees must participate in the annuity plan and are provided quarterly statements of their SBS annuity account activity.

On the first day of State employment a person is automatically enrolled in the SBS Annuity Plan. The employee's annuity account is made up of equal contributions from the employee and the employer. The total annuity contribution is 12.26 percent of the employees' gross wages, up to the current social security wage base, which is set by Congress each year. The employer makes one-half of the annuity contribution and one-half is deducted from the employees' wages. The employee's SBS wage deduction is taken before taxes are computed. Contributions to the account are invested and participants have a choice among several investment options.

A. When do annuity payments begin?

A former employee, or employee placed on layoff status is eligible to receive payment of the annuity 90 days after termination of employment, or layoff, provided the employee is not rehired by the State or another SBS-covered employer within that time. Payment choices include a lump sum payment or selection from among a variety of individual, joint and survivor annuity options. Receiving payment prior to age 59 ½ may result in federal tax penalties.

B. Can payment be deferred upon termination?

A former employee may defer payment of the annuity account, but payments must begin by the age of 70. The deferral date can be changed at any time by contacting DRB.

C. What happens to the account upon death?

If the employee dies while employed, the designated beneficiary(ies) may claim the annuity benefits. If a former employee dies before receiving payments, the designated beneficiary(ies) must contact the DRB to claim the annuity benefit. In both cases a variety of payment options are available or the payments may be deferred to a later date.

4. SUPPLEMENTAL BENEFITS SYSTEM (Benefit Plan) —for GGU and LTC employees only

5. EMPLOYEE BENEFITS (continued)

Background

The SBS Benefits Plan consists of optional insurance benefits and a dependent care reimbursement plan for **GGU** and **LTC** employees only. Other employees select similar benefits under the Select Benefits Plan as described below. The optional insurance plan offers flexibility to purchase the supplemental insurance coverage which best suits the employee's needs. **GGU** employees may select any of the optional benefits, and **LTC** employees may select all the benefits with the exception of the additional health insurance coverage.

The purchase of the optional insurance benefits is through pre-tax payroll deductions. Unless the employee has a qualifying change of family or employment status, enrollment in or withdrawal from selections made under the benefits plan may occur only once each year. The open enrollment period usually occurs during the month of May and June of each year. Premiums for the insurance benefits can change each year. Employees interested in the most current costs should contact the Human Resources Section, visit the DRB Web site, or refer to the SBS. New employees must enroll within 30 days of their date of hire.

General Provisions

- A. How do employees enroll in the SBS Benefits plan?

Employees complete a Worksheet (Addendum D) with their selections, then enroll electronically at the following Web site

<http://www.State.ak.us/local/akpages/ADMIN/drb/home.htm>.

Confirmation statements are mailed shortly after completion of the enrollment.

- B. When does coverage start?

(1) Coverage for new and rehired employees begins the first of the month after completing 30 days of employment, provided enrollment is completed by the last day of the previous month.

(2) If selections were made during an open enrollment period, coverage begins the first day of the next plan year, July 1. Dependent care reimbursement coverage also begins on July 1.

- A. What if the employee's salary is not sufficient to cover the cost of the insurance selections?

If, for any reason, earnings do not cover the cost of selected benefits, wage deductions and benefit coverage will cease. If earnings once again become enough to cover the selections, wage deductions and benefit coverage will automatically resume. When an employee terminates, or begins leave without pay, coverage

5. EMPLOYEE BENEFITS (continued)

under the benefit plan ends. However, conversion privileges exist for some of the benefit options for terminating employees.

- B. How does the employee notify the carrier of a change in dependent status or coverage choices?
- (1) If the employee's dependents change due to marriage, divorce or other family changes, the employee must complete a Group Health Plan Change Form (Form 02-1854), included as Addendum B.
 - (2) If after enrolling the employee changes their mind about any of their benefit choices, they may use the enrollment system to re-enroll within the first 30 days of employment or within the open enrollment period.
 - (3) If the employee has a qualifying status change during the year, for example, marriage, divorce or birth of a child, some changes may be made to the insurance coverage within 30 days of the event.

Before deciding on selection of any plan options(s), employees are encouraged to review the full benefit details provided in the SBS Information Handbook, or view the information through the DRB's Web site.

Beneficiary forms are provided to new employees so they may designate their SBS benefit and annuity beneficiaries. The forms are available from the Human Resources Section, and as Addendum E.

5. SELECT BENEFITS—for SU, KK, PX, and XE employees only**Background**

Effective July 1, 1997, as part of the total compensation package, affected employees began receiving benefit credits. The benefit credits equal the amount the State contributes each month toward health insurance, and may be adjusted each year due to legislation, or collective bargaining.

To be eligible for Select Benefits, employees must be permanent or long-term nonpermanent, and work full time or part time (15 hours or more per week, but less than 30 hours per week). Part time employees who elect health insurance receive benefit credits in an amount equal to one-half of those received by a full-time employee.

Coverage options include various medical plans as well as dental, vision, life insurance, survivor benefits, disability insurance, health care reimbursement account and dependent care reimbursement account. If a new full time employee does not enroll into the plan within the first 30 days of their employment they will receive default coverage which includes only the Standard

5. EMPLOYEE BENEFITS (continued)

Medical Plan and the Preventative Dental Plan. Any remaining benefit credits will be deposited into a Health Care Reimbursement Account. Part-time employees who do not enroll within the first 30 days will forfeit the benefit credits and will not have insurance coverage.

General Provisions

- A. How do employees enroll in the Select Benefits Plan?
 - (1) Employees complete a Personal Fact Sheet (Addendum F) with their selections of choice, then enroll electronically at the following Web site:
<http://www.state.ak.us/local/akpages/ADMIN/drb/ghlb/select.htm>
Confirmation statements are mailed shortly after completion of the enrollment.
 - (2) To enroll eligible dependents, employees need to complete the Group Health Enrollment Form (Addendum A).
- A. When does coverage start?
 - (1) New and rehired employees are covered on the 31st consecutive calendar day the employee is in pay status.
 - (2) Employees returning from layoff or leave without pay are covered on the day they return to work.
 - (3) Eligible dependents are covered on the same day as the employee unless hospitalized, in which case they are covered after they are discharged.
- C. When does coverage end?

For those who terminate employment, coverage ends on the last day of the month the employee last worked. For employees who begin a period of leave without pay, health coverage ends at the end of the month in which the employee was last in pay status. Refer to Section 11, Layoff, for information for employees entering layoff status and Chapter 14, Leave Administration, for employees on family medical leave.
- D. What constitutes an eligible dependent?

5. EMPLOYEE BENEFITS (continued)

- (1) Eligible dependents include your spouse (you may be legally separated, but not divorced.)
 - (2) Your children from 14 days up to age 23, only if they are:
 - a. your natural children, step-children, foster children placed through a State foster child program, legally adopted children, children in your physical custody and for whom bona fide adoption proceedings are underway, or children for whom you are the legal, court-appointed guardian;
 - b. unmarried and chiefly dependent upon you for support;
 - c. living with you at least 51 percent of the time in a normal parent-child relationship; and
 - d. if they are between the ages of 19 and 23, they must be attending school regularly on a full or half time basis.
 - (3) Children incapable of employment because of a mental or physical incapacity are covered even if they are past the maximum age. However, the incapacity must have existed before age 19 and the children must continue to rely chiefly on you for support. You must furnish the claims administrator evidence of the incapacity, proof that it existed before age 19, and proof of financial dependency. Children are covered as long as the incapacity exists and they meet the definition of children, except for age.
- A. How does the employee notify the carrier of a change in dependent status or coverage choices?
- (1) If the employee's dependents change due to marriage, divorce or other family changes, the employee must complete a Group Health Plan Change Form (Form 02-1854), included as Addendum B.
 - (2) If after enrolling the employee changes their mind about any of their benefit choices, they may use the enrollment system to re-enroll within the first 30 days of employment or within the open enrollment period.
 - (3) If the employee has a qualifying status change during the year, for example marriage, divorce or birth of a child, some changes may be made to the insurance coverage within 30 days of the event. The exceptions are dental and vision coverage, which both have two year life spans.

5. EMPLOYEE BENEFITS (continued)

Beneficiary forms are provided to new employees so they may designate their benefit and SBS annuity beneficiaries. The forms are available from the Human Resources Section, and are Addendum E.

6. PUBLIC EMPLOYEES' RETIREMENT SYSTEM— for all employees as provided below

Background

On January 1, 1961, the Alaska State Legislature established the Public Employees' Retirement System (PERS) to attract qualified people into public service employment. The plan offers a variety of benefits to vested employees and survivors.

All full-time permanent, probationary, provisional, partially exempt, and exempt employees are covered by the PERS. Part-time employees who work at least 15 hours but less than 30 hours per week receive PERS credit in proportion to hours worked. All employees will receive an annual statement of their PERS contributions and interest.

General Provisions

A. What is vesting?

Employees are vested in the PERS when they have at least five paid-up years of creditable PERS service. Once vested, an employee is eligible to receive retirement benefits if otherwise eligible to retire.

B. What types of service accrue toward gaining retirement eligibility under the PERS?

- (1) permanent full-time and part-time employment with a PERS covered employer (these may be other local government or school district employers as well as the State);
- (2) part-time State service from 1961-1975 (part-time service during this period was not originally covered but may be claimed—see C below);
- (3) earlier service with the State, former Territory of Alaska, or the U.S. government in Alaska before January 1, 1961;
- (4) past peace officer, correctional officer, fire fighter and special officer service;
- (5) service as an elected official;

5. EMPLOYEE BENEFITS (continued)

- (6) non-teaching service in an Alaska Bureau of Indian Affairs school;
- (7) service earned while on occupational disability from a PERS employer; and,
- (8) leave without pay (LWOP) service after June 13, 1987, while receiving workers' compensation.

A. How does an employee claim past PERS service credit?

To claim any past service credit, the employee should notify the Human Resources Section. Most claims will require verification from each employer. There may be a cost to the employee to claim previous non-credited PERS service.

B. Can military service or temporary State service be credited?

Yes, but military and temporary service will apply toward increasing the employee's total PERS service time only, and cannot be used to satisfy the vesting or retirement eligibility requirements. To receive this credit, the employee's service must be claimed and verified. The cost of claiming military and temporary service is based upon the employee's hire date and salary. The Human Resources Section can assist the employee in this process.

C. If an employee previously terminated PERS employment and received a refund of PERS contributions, can the contributions be reinstated?

The employee may reinstate the refunded service with the State or another PERS employer by paying back the full refunded amount, plus interest. Employees who wish to make repayment should contact the Human Resources Section for complete details.

F. When is an employee eligible to retire under the PERS?

Once the minimum PERS requirements are met:

- (1) Retirement can occur at age 55 for normal retirement or at age 50 for early retirement, if the employee was hired before July 1, 1986.

5. EMPLOYEE BENEFITS (continued)

(2) Retirement can occur at age 60 for normal retirement or at age 55 for early retirement, if the employee was hired after June 30, 1986.

(3) It is possible to retire at any age with full retirement benefits when a member has 30 paid-up years in PERS.

G. What is the employee's monthly retirement benefit?

Employees may obtain an estimate of their monthly benefit by visiting the DRB's Web site, or by contacting the DRB directly. General instructions may also be obtained in the Alaska Public Employees' Retirement System Information Booklet.

H. Are medical and life insurance benefits provided to retirees?

Yes. PERS extends medical and life insurance benefits to the retired employee and to eligible dependents as follows:

(1) Provides major medical insurance coverage for the retiree and eligible dependents at no cost, if the retiree was first hired under the PERS before June 30, 1986.

(2) Provides major medical insurance coverage at no cost if the retiree was hired under PERS after July 1, 1986, and the retiree or survivor is at least age 65. To receive this coverage before age 65, the retiree or survivor must elect to pay the full monthly premium until age 60, or one half of the premium if over age 60 but under age 65. Disabled employees who are receiving PERS disability benefits and their dependents are covered at no cost, regardless of their hire dates.

(3) Dental/Audio/Vision coverage is available at an additional cost to the retiree.

(4) Long-Term Care coverage is available at an additional cost to the retiree. This pays for covered expenses for convalescent and rest home services that are not covered by the major medical plan.

5. EMPLOYEE BENEFITS (continued)

- (5) Optional Life Insurance may be continued into retirement at an additional cost to the retiree, only if the retiree had the benefits as an active employee.
- H. What if the employee dies before reaching retirement age?

For either the occupational or non-occupational death of an employee, a death benefit is provided to the employee's spouse or other beneficiary(ies). In order to make an application for this benefit or obtain more information the surviving family members may contact the Human Resource Section or the DRB.

7. DEFERRED COMPENSATION PLAN

The Deferred Compensation Plan is available to State employees in permanent positions who have completed one full pay period. It is a method to save money for the future and at the same time, reduce current taxable income.

- A. How much may an employee defer?
- (1) at least \$50 per month up to a maximum of \$7,500 annually;
or
- (2) not more than 25 percent of adjusted gross income (gross income minus PERS and SBS).
- A. When may deferred compensation be used?
- (1) termination of employment;
- (2) death; or
- (3) unforeseeable emergency.

Contact the DRB for more information about the Deferred Compensation Plan.

7. PROCESSING EMPLOYEE DEATH BENEFITS

Background

Within two weeks of notification of a death of an employee, Division of Retirement and Benefits will contact beneficiaries directly to provide information on the various benefit options which can be claimed and to provide up-to-date information on the deceased employee's benefit account balances. Surviving family members are welcome to call the division and consult directly with a benefit specialist.

5. EMPLOYEE BENEFITS (continued)

When an employee dies, the designated beneficiary is entitled to receive payment for any outstanding salary that is owed to the employee, including payment for any unused personal, annual and sick leave accrued. In addition, depending upon the employee's position status or level of participation in the various State benefit programs, survivor benefits may be provided under the PERS, the SBS, the State of Alaska Group Health/Life Insurance Plan, and the Deferred Compensation Program.

A. Benefits Payable to Temporary or Short-Term Nonpermanent Employees

- (1) When a short-term nonpermanent employee dies, the designated beneficiary (ies) will receive payment for any outstanding wages that are owed to the deceased employee.
- (2) The SBS provides an annuity benefit to the employee's designated beneficiary (ies). In addition, the employee may have selected life insurance and survivor benefits under the SBS.
- (3) Supervisors should ask the Human Resources Section to determine if any benefits may be payable through previous periods of permanent/probationary or partially exempt service with the State.
- (4) Employees who occupy temporary or short-term nonpermanent positions do not accrue personal, annual or sick leave nor are they eligible to receive coverage under the State Group Health/Life Insurance Plan or to participate in the PERS. Therefore no benefits are payable under these programs.

A. Benefits Payable to Permanent, Probationary, Partially Exempt, Exempt and Long-Term Nonpermanent Employees

- (1) When a permanent, probationary, partially exempt, exempt or long-term nonpermanent employee dies, the designated beneficiary (ies) will receive payment for any outstanding wages that are due to the employee, and for all personal, annual and sick leave that the employee had accrued but not used at the time of death.
- (2) The beneficiary (ies) of permanent, probationary, partially exempt, and exempt employees will have survivor benefits to claim through the SBS, the PERS and the State of Alaska Group Health/Life Insurance Plan. Beneficiaries of long-term nonpermanent employees are entitled to the above benefits except the PERS, because nonpermanent employees do not participate in that program. The deceased employee may also have

5. EMPLOYEE BENEFITS (continued)

purchased additional survivor coverage through the SBS and Statute of Alaska Group Health/Life Insurance Plan benefit options.

- (3) The beneficiary (ies) may also claim benefits under the Deferred Compensation Program. The Division of Retirement and Benefits can determine if the deceased employee was participating in the Deferred Compensation Program.
- (4) The Human Resources Section can assist the survivors in obtaining information needed to aid in the transition from an automatic payroll deduction program in which the deceased employee may have participated, such as the student loan program, a credit union loan plan, or a court ordered garnishment.



6. PROBATIONARY PERIOD

Purpose

To provide Department of Administration supervisors and managers with information regarding the purpose and duration of the probationary period for classified State employees and to explain the conditions for reducing or extending the probationary period.

Authority

Alaska Statute 39.25.150(7)

Personnel Regulation 2 AAC 07.240-.275

General Government Unit (**GGU**), Supervisory Unit (**SU**), Confidential Unit (**KK**), and Labor Trades and Crafts Unit (**LTC**) collective bargaining agreements.

Background

The probationary period is regarded as the final examination of an employee's ability to perform in the job. Permanent status in State service is obtained after satisfactory completion of the initial probationary period in any classified position. Those who do not pass the initial probationary period will be released from employment. Employees who attain permanent status have full appeal rights and may be discharged only for cause. See Section 20, Disciplinary Action, for specific information. Employees who are promoted or transferred from a position in which they hold permanent status will continue to hold permanent status in State service concurrent with serving a probationary period in a new job class.

The length of a probationary period for full-time employees is:

GGU, SU and KK – the probationary period for employees at salary range 13 and below is six months.

GGU, SU and KK – the probationary period for employees at salary range 14 and above is 12 months.

LTC—the probationary period is six months regardless of wage grade.

PX and EX – these employees do not serve a probationary period.

Part-time **GGU, SU, KK, LTC** employees serve a prorated probationary period based on the full-time equivalent in order to attain permanent status and merit increase eligibility.

In some circumstances an employee's probationary period may be extended or reduced. The procedure for each is discussed below. Paperwork for the reduction or extension of the probationary period must be prepared in advance of the action date. Thirty days should be allowed to assure completion of the process before the end of the probationary period.

6. PROBATIONARY PERIOD (Continued)

Procedure

1. Reduction of Probationary Period/Early Permanent Status

Employees who, in the judgment of their supervisor, have satisfied all the requirements for completion of probation, except for duration, may have the probationary period reduced and be granted permanent status.

A. Rules governing the reduction of an employee's probationary period:

- (1) Employees at ranges 5 through 13 may be made permanent on the 16th day of any month following completion of three months of probationary service.
- (2) **GGU** and **SU** employees at ranges 14 and above may be made permanent on the 16th day of any month following six months of probationary service.
- (3) **CEA** employees may be granted permanent status on the 16th of any month following completion of one-half of the probationary period.
- (4) **LTC** employees regardless of wage grade have no provision for reducing the probationary period.
- (5) **GGU** and **SU** employees who are converted from nonpermanent to probationary status in the same job class, performing similar duties with no break in service, shall have time served as a nonpermanent employee counted toward up to one half the time needed to complete a regular probationary period in the job class. The Human Resources Section will calculate the probationary period end date in these circumstances and subsequently notify the supervisor.

B. Method used for reducing the probationary period:

- (1) The supervisor prepares a performance evaluation, which documents the employee has met all the requirements of the job and recommends early permanent status.
- (2) In the Department of Administration, division directors are authorized to approve a reduction of the probationary period.
- (3) Once approved by the division director, the evaluation is discussed with the employee, signed and forwarded to the Human Resources Section for processing.

2. Extension of the Probationary Period

An extension of probation is designed to give the employee additional time to demonstrate satisfactory performance on the job and to give the rater additional time to observe the performance. An extension should not be granted unless there is a bona fide opportunity for the employee to succeed as a result of the extension.

A. Rules governing the extension of an employee's probationary period:

- (1) **SU** employees in salary ranges 5 through 13 may have the probationary period

6. PROBATIONARY PERIOD (Continued)

- extended, by mutual agreement, for a period not to exceed three months.
- (2) **KK** and **GGU** employees regardless of salary range may have the probationary period extended, by mutual agreement, for a period not to exceed three months.
- (3) **LTC** employees regardless of wage grade may have the probationary period extended, by mutual agreement, for a period not to exceed two months.
- (4) Full-time and part-time **GGU**, **SU**, **KK**, and **LTC** employees automatically have the probationary period extended one month for each 23 days of leave without pay accumulated during the probationary period. Exceptions to these extensions may apply if the reason for leave without pay is military leave.

B. Method for extending the probationary period:

- (1) **SU LTC & KK**, the supervisor prepares a memorandum to the employee prior to the end of the established probationary period giving notice of the extension and the reasons. Include a space for the employee to concur.
- (2) In addition to the memorandum, the supervisor should prepare a performance evaluation that states an extension of probation is recommended and the duration of the extension. The performance evaluation should indicate the nature and extent of the performance deficiency and what the employee must do in order to successfully complete the probationary period.
- (3) The memorandum and performance evaluation are reviewed and approved by the division director prior to discussion with the employee.
- (4) **SU**, **KK**, and **LTC** employees must concur in writing with the extension in order for it to be valid. Failure to concur will result in the release of the employee.
- (5) The memorandum and evaluation are discussed with the employee, signed and forwarded to the Human Resources Section for processing and filing.
- (6) **GGU** probationary extensions are by mutual agreement with the union and requires a Letter of Agreement. Notify the Human Resources Section at least 30 days prior to the completion of an employee's probationary period when extending their probation.

A probationary employee holding permanent status in another job class who performs unsatisfactorily during a new probationary period may have return rights to the job class or position in which permanent status was last held. If these may circumstances exist, contact Human Resources Section for appropriate action.



7. WORK SCHEDULES

Purpose

To provide Department of Administration supervisors and managers with guidelines for advising employees on “the rules of the road” with respect to work schedules and for implementing job share agreements, flexible and alternate work schedules, when appropriate.

Authority

Alaska Statute 39.25.150(17)

Personnel Regulation 2 AAC 07.805-.810

Alaska Administration Manual 270, 280 & 290

General Government Unit (**GGU**), Supervisory Unit (**SU**), Labor, Trades and Crafts (**LTC**), and Confidential Unit (**KK**) collective bargaining agreements

Background

The State standard (i.e. “normal”) workweek consists of 37.5 hours in pay status from Sunday midnight to Sunday midnight within a maximum of five consecutive days. For **LTC** employees, the workweek consists of 37.5 hours within five consecutive days. Alternate workweeks may be established as business need dictates, (e.g., Wednesday to Wednesday). Alternate work schedules, such as four-day workweeks can be established through a Letter of Agreement with the appropriate union.

Supervisors and managers have some flexibility in assigning work schedules to best meet management’s goals and objectives.

Procedures

1. State Office Hours/Breaks/Punctuality/Attendance

- A. **Official State Office Hours**—from 8:00 a.m. to 5:00 p.m., Monday through Friday for most agencies. Supervisors are responsible for scheduling employees to provide coverage during core hours of operation.
- B. **Meal Break**—Employees are entitled to an unpaid meal break of not more than one hour, or less than one-half hour, approximately mid-way through each shift.

Relief Breaks—Employees are allowed two paid 15 minute relief breaks, one midway through the first half of the shift and one midway through the second half. Relief breaks will not be consolidated into a single half-hour break and will not be scheduled at the start or the end of a work period. Relief breaks are paid work time and cannot be accumulated as paid time off. It is the supervisor’s responsibility to ensure employees have the opportunity to take relief breaks.

7. **WORK SCHEDULES (continued)**

- C. **Punctuality**—Employees shall be ready to begin work at the start of the work period and upon return from the meal break and relief breaks. Meal breaks are to be confined to the prescribed time frames.
- D. **Attendance, Absenteeism and Tardiness**—Employees are to be at work during their scheduled hours of work unless on approved leave. Employees who are absent without approval may be subject to disciplinary action as outlined in Section 20, Disciplinary Action. Absenteeism is defined as “any failure to report to work or remain at work as scheduled.” Leave scheduled and approved in advance is not considered absenteeism.
 - (1) **Employee Responsibility**—Primary responsibility for good attendance lies with the employee. Generally, an employee who is unable to report as scheduled is required to notify the immediate supervisor prior to starting time, when possible, or within 15 minutes from the normal starting time. In the absence of the immediate supervisor, the next highest level supervisor is to be advised. Call-in policies may vary from division to division. Employees must report absences as required in their division.
 - (2) **Supervisory Responsibility**—It is the supervisor’s responsibility to ensure that all employees are aware of the general attendance policy and any specific office attendance policy and to take immediate corrective action when tardiness or absenteeism occurs.

2. Job Share Agreements

- A. Job share agreements allow individual incumbents to become either seasonal or part-time employees while sharing a full time position.
- B. Incumbents of shared positions work under the terms and conditions of employment in effect for either seasonal status or part time status as appropriate in regard to prorated leave accrual, health benefit eligibility, and prorated retirement benefits.
- C. Both incumbents of a shared position have equal rights to the position and would be calculated in any layoff pool that might affect the position. Both incumbents would have layoff rights to full time employment in the job class shared.

3. Flexible Work Schedules

- A. Division directors or their designee may authorize flexible hours of work within a work day for employees covered under the Personnel Regulations or collective bargaining agreements (other than **LTC**) provided there is no diminished level or quality of service or functions provided.

7. **WORK SCHEDULES (continued)**

- B. All full-time employees must work a five-day, 37.5-hour workweek as stipulated in the appropriate collective bargaining agreement or have a letter of agreement on file specifying another work arrangement.
- C. Employees on flexible work schedules must report to work as scheduled. Daily fluctuation from the agreed upon schedule of work hours is not permitted without prior approval.

4. **Alternate Work schedules**

Supervisors interested in establishing alternate work schedules (four-day workweeks, for example) for specific positions for sound business reasons should contact the Human Resources Section. Alternate work schedules may require a Letter of Agreement between the Department of Administration and the appropriate union.

5. **Approval and Recordkeeping**

- A. Requests for a job share agreements, flexible work schedules or alternate workweek agreements should be submitted in memorandum format from the employee, through the immediate supervisor, to the division director or designee. Each request should include the following information:
 - (1) name of the incumbent, or incumbents for job share situations;
 - (2) job classification and position control number;
 - (3) hours scheduled to work, on a daily basis;
 - (4) starting and ending times, including the lunch hour, on a daily basis;
 - (5) provisions for holiday and leave, if necessary;
 - (6) proposed effective date;
 - (7) reason for the request; and
 - (8) method for rescinding the agreement, if necessary.
- B. The supervisor should comment on the appropriateness of the request after considering the effect on overall staffing of the office and the employee's ability to work independently. The division director or designee has final approval/disapproval.
- C. A copy of the request and final decision is to be returned to the employee by the supervisor with a copy to the Human Resources Section. Divisions should maintain a listing of such schedules.
- D. Approval for flexible work schedules may be withdrawn by the supervisor with a minimum of five working days written notice to the employee. The notice will include the reason for withdrawal and be copied to the Human Resources Section.

7. **WORK SCHEDULES (continued)**

- E. An employee may withdraw from a flexible work schedule by providing written notice to the supervisor. The effective date of the change will be a minimum of five working days after receipt by the supervisor. The notice will be copied to the Human Resources Section.

6. Holidays

State employees are entitled to holidays designated in collective bargaining agreements, personnel regulations or statute. The scheduled holidays are:

January 1 NEW YEAR'S DAY	1 st Monday in September LABOR DAY
3 rd Monday in January MARTIN LUTHER KING, JR. BIRTHDAY	October 18 ALASKA DAY
3 rd Monday in February PRESIDENTS' DAY	November 11 VETERANS' DAY
Last Monday in March SEWARD'S DAY	4 th Thursday in November THANKSGIVING DAY
Last Monday in May MEMORIAL DAY	December 25 CHRISTMAS DAY
July 4 INDEPENDENCE DAY	Every day designated by public proclamation by the Governor of the State as a legal holiday

- A. If an employee is on full leave without pay (LWOP) for the working day before or after a holiday, the employee is considered on LWOP for the holiday and shall not receive compensation for the day.

B. Observance of Holidays

- (1) **GGU, SU and KK**—If a holiday falls on a Sunday, the following Monday is observed; if a holiday falls on Saturday, the preceding Friday is observed. This applies to employees who work Monday through Friday. **LTC**—If a holiday falls on an employee's first regularly scheduled day off, it will be observed on the preceding day. If a holiday falls on the employee's second regularly scheduled day off, it will be observed on the following day.

7. **WORK SCHEDULES (continued)**

- (2) **GGU** and **SU**—If 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.
- (3) **LTC**, **KK**, and **SU** part-time employees are entitled to those holidays they are regularly scheduled to work and will receive compensation only for those hours for which they would have been regularly scheduled to work. **GGU** part-time employees are paid in accordance with the Alaska Administrative Manual 290.050. For a **GGU** part-time employee who works the same number of hours each week, the hours are divided by five to determine the appropriate holiday pay. For a part-time **GGU** employee who does not work the same number of hours each week, hours are prorated based on the total number of hours scheduled for a pay cycle divided by the number of workdays of a full-time normal workweek employee in that pay cycle.
- (4) Refer to collective bargaining agreements for specific information on "floating holidays." A floating holiday is one where, in exchange for the day off, up to 7.5 hours of annual/personal leave is added to an affected employee's leave account, if certain qualifying conditions exist.

7. Office Closures

- A. State offices will normally remain open even in the most inclement weather. State offices can be closed only at the direction of the Governor. The only exception to this policy is in the event of a state of emergency declared by properly empowered individuals.
- B. When the Governor, or other empowered official, directs an office closure, only essential employees should report to work. Generally, essential employees are Class I employees as defined by the State. See Section 16, Types of Positions/Position Classification for additional information on Class I employees. Employees who are available for work, but were ordered to remain at home, will be compensated for their regular hours of work. Employees who were on leave status will remain on leave.
- C. Where local officials have advised citizens to stay at home or conditions pose a hazard, but the Governor has not declared a closure, it is State policy to liberally approve leave.
- D. Managers and supervisors are encouraged to use flexible scheduling to minimize problems related to weather conditions.



8. PERFORMANCE EVALUATIONS

Purpose

To provide Department of Administration supervisors and managers with guidelines for evaluating performance and procedures for preparing performance evaluation reports.

Authority

Alaska Statute 39.25.150

Personnel Regulation 2 AAC 07.295

General Government Unit (**GGU**), Supervisory Unit (**SU**), Confidential Unit (**KK**) Labor Trades and Crafts Unit (**LTC**) collective bargaining agreements.

Background

The performance appraisal process is a tool designed to communicate work-related expectations, measure work performance, and improve employee motivation and development of skills. The written evaluation is an important part of the performance appraisal process.

In addition to information provided in this manual, assistance to supervisors is also available from the "Rater's Guide to Performance Appraisal" published by the Division of Personnel. The Human Resources Section is also available to assist supervisors in preparing evaluations and will provide comments to draft evaluations upon request.

Procedures

1. When Should Performance Evaluation Reports be Completed

Evaluation reports are required midway through an employee's probationary period and just prior to the completion of the probationary period. If an evaluation is not completed prior to the completion of the probationary period, the employee **will automatically receive permanent status**. For **GGU**, **SU** and **KK** bargaining units, unless the supervisor takes an affirmative action through the preparation of an evaluation to deny a performance incentive prior to the evaluation due date, the employee **will automatically receive a performance incentive** their anniversary date.

In addition, the following circumstances may warrant preparation of an evaluation report:

- A. When the employee leaves the job or work unit. (For example, when an employee terminates, promotes, demotes, or transfers, evaluations are prepared in order to recommend or withhold rehire rights.)
- B. When the employee has a change of supervisor. (The departing supervisor prepares evaluations before leaving.)
- C. Anytime when there is a significant change, for better or worse, in the employee's work performance.

8. PERFORMANCE EVALUATIONS (continued)

- D. When, in the supervisor's judgment, there is a reason for preparing an interim performance evaluation report.
- E. When a nonpermanent employee works in excess of 90 days or upon termination, whichever comes first.
- F. To withdraw a salary step if the employee's performance becomes less than acceptable after given an opportunity to improve within a specific period of time such as 30 days.
- G. When requested by the employee as reasonable intervals.

Evaluations are not necessary for extending an employee's probationary period, or releasing an employee during the probationary period. These may be prepared in memorandum form prior to the end of the probationary period. Extensions for **GGU** employees require mutual agreement with the union, and extensions for **SU** and **KK** employees require mutual agreement with the employee. The duration of the probationary period varies based on bargaining unit and salary ranges. **GGU**, **SU** and **KK** employees in salary ranges 5-13 have a 6 month probation and those in ranges 14 and above have a one year probation. **LTC** employees have a 6 month probationary period at all levels.

2. Preparing to Evaluate your Employees

- A. Before beginning the evaluation process, first clarify the tasks belonging to the job being evaluated by the development of performance standards. If standards have already been established, ensure they are still an accurate reflection of the expectations of the position. Some of the benefits to preparing standards are:
 - 1. The process of preparing standards helps the supervisor clarify what constitutes satisfactory work.
 - 2. Written standards help to relieve employee anxiety about the evaluation process. If the employee knows ahead of time what is expected they are much more likely able to succeed.
 - 3. Written standards make the supervisor's job of giving feedback on performance much easier. This is true both of verbal feedback on a day-to-day basis and for the written evaluation report.
- B. **Identifying Tasks:** Using the position description, identify all the significant tasks that make up the job. Begin with an action verb which describes "what" the employee does while performing the task. For example: "enters," "digs," "researches," "designs," "explains." Then follow the action verb by identifying the object of the verb in a few words and then identify the work product or output. For example, "enters data for bi-weekly payroll", "digs trenches to install sprinkler pipes" or "explains the application process to customers".
- C. **Developing Performance Standards:** Task statements tell employees "what" they are expected to do and performance standards tell them "how" well they must do the task in order to be rated as satisfactory. Below are some of the most useful measurement tools used in

8. PERFORMANCE EVALUATIONS (continued)

writing standards for each task identified:

1. **Quality** – how well something is done in areas such as accuracy, neatness of product, usefulness of product, complaints or praise from users or errors.
Example: “Final copy of the weekly report should contain no statistical errors.”
2. **Quantity** – how much is done. Example: “Process 20 to 40 documents per week”, “Input at least 50 transactions daily” or “Respond to 95% of the requests within two days of receipt”. (If tracking systems such as logs do not exist do not use numbers or percentages.)
3. **Timeliness** – how fast something is done, established timelines. Example: “Evaluations are drafted within one week of receipt of the reminder notice” or “Respond to requests for information from the public within one day of the request”.
4. **Manner** – the way in which something is done, such as style, independence, communication. Example: “Accepts, rejects, or reschedules appointments on own initiative”.
5. **Costs** – dollars, staffing, time factors. Example: “Expenditures will not exceed budgeted amount by more than .5%”.

Standards may change over time and should be reviewed each year along with the position description. If the job changes, then the standards may also need revising. Any changes made in the standards must be communicated to the employee so that both you and the employee are working with the same set of expectations.

When you have finished writing the standards with the employee's input, examine them against the following checklist:

- **Observable;** performance can be witnessed, it is concrete and definable.
- **Measurable;** performance can be assessed or evaluated in tangible ways, different performance levels can be identified.
- **Achievable;** expected performance is possible for employees with qualifications typical for the job; no significant barriers exist.
- **Reasonable;** work can be done within the specified time frame or other conditions stated.
- **Related to the position;** performance measurement must be based upon key tasks of the particular job.
- **Understandable;** standards should be clear about “what” is being measured as well as “when” and “how” it will be measured. Language should be fully understandable to the employee.
- **Appropriate;** standards should reflect the employee's actual authority to act and opportunity to act in the particular job.

8. PERFORMANCE EVALUATIONS (continued)

3. Preparing the Narrative of the Performance Evaluation

Prior to writing the evaluation, supervisors should review the written position description to ensure it continues to accurately reflect the responsibilities of the position, review any notes from informal discussions, monthly reports prepared by the employee and the employee's record of accomplishments during the reporting period. This information will assist the supervisor in preparing the narrative portion of the performance evaluation.

The standard Performance Evaluation Report, Form 02-252, is generally used for preparing evaluations. In the Department of Administration, a Performance Evaluation Checklist, included at the end of this chapter, may be used as a guide in preparing the narrative portion of the Performance Evaluation Report. Copies of the checklist do not need to be sent to the Human Resources office for the file. The following components should be addressed in the evaluation:

- A. A description of the duties and responsibilities of the position based on the position description. If new functions have been added since the last evaluation report was prepared, they should be noted and the position description should be updated;
- B. How well the employee performed the duties and responsibilities of the position;
- C. A statement of work habits such as attendance, punctuality, productive use of time, and safety practices, if applicable. Sick leave usage may be addressed only if the employee has been warned regarding suspected abuse. Medical information is not appropriate in an employee's performance evaluation report;
- D. A statement of interpersonal relationships as shown by consideration of the public, co-workers, and supervisors;
- E. A plan for employee development or improvement;
- F. Goals to be accomplished during the next rating period;
- G. If the employee supervises subordinate employees; also assess:
 - (1) the employee's efforts to be a cost effective supervisor;
 - (2) efforts to support equal employment opportunity/affirmative action plans and goals;
- H. Rater's Recommended Action.

The Rater's Recommended Action block is very important and may have a tangible impact on the career of the employee. Below is a summary of the types of actions that can be recommended for each type of performance evaluation and explains the consequences of each of these recommendations.

The most important portion of the narrative statement is the supervisor's evaluation of the employee's work. The narrative should support the ratings given in the individual categories as well as the rater's recommended action. It is recommended that a higher-level management review be completed **before**

8. PERFORMANCE EVALUATIONS (continued)

the evaluation is given to the employee. Supervisors should follow internal procedures established within their division or agency.

For Department of Administration employees not covered by collective bargaining, supervisors may use the Evaluation Certification, included at the end of this chapter. The rater needs only to select the appropriate option and may add comments, if desired.

4. Effect of Rater's Recommended Action

The following is a list of possible recommended actions used for various types of evaluations:

Interim	interim, no action required, review in _____ days, or _____ months continued employment
Completion of Probation	permanent status, or permanent status and performance incentive
Extension of Probation	extension of probation until _____ Note: review the contractual limitations per bargaining unit
Failure to Complete Probation	employee is either separated, or returned to vacant position in which permanent status was held and which the employer decides to fill
Annual	performance incentive performance incentive not recommended continued employment longevity increase when eligible withdrawal of a salary step (call the Human Resources Section)
Transfer	none, recommended for rehire or transfer to _____
Promotion	recommended for rehire for flexibly staffed positions: promotion to _____
Change of Supervisor	none continued employment
Voluntary Demotion	recommended for rehire. not recommended for rehire recommended for rehire but...
Involuntary Demotion	not recommended for rehire recommended for rehire but...
Resignation of Classified Employee	recommended for rehire not recommended for rehire recommended for rehire, but...

8. PERFORMANCE EVALUATIONS (continued)

Other Resignations	Resignation accepted
Dismissal	not recommended for rehire recommended for rehire but...

Recommendations regarding rehire rights should be made only for probationary and permanent employees. "Rehire rights" is a technical term describing a classified employee's right to be rehired into the same job class or lower class in the same without having to compete for the position in the employee acquisition process. Non Permanent, Partially exempt and exempt employees are not eligible for rehire rights in this sense.

The impact of the rater's recommended action is listed below:

Not Recommended for Rehire: The employee loses all noncompetitive rehire rights in that job class. The employee may not be eligible for competitive consideration in any job class until proof of successful non state employment equal to the length of the probationary period is submitted to Division of Personnel (DOP). DOP will evaluate each case on an individual basis to determine whether the person should be allowed to apply for other job classes.

Recommended for Rehire: Allows a former permanent or probationary employee who separated in good standing to be reemployed in the same class or any lower class in the same series, within two years of separation, applies to **GGU**, **SU** and **LTC**. For **KK** employees, noncompetitive rehire rights are for three years.

Recommended for Rehire, but... This is a conditional recommendation. No action will be taken by DOP. A hiring supervisor must consider the cautions specified either in the narrative or on the rater's recommended action line and decide whether the caution should be a consideration in filling the position. If so, the supervisor may choose not to select the applicant.

5. The Appraisal Interview – General Guidelines

- A. Before discussing the rating with the employee, the evaluation may need to be reviewed in draft by your supervisor or higher level management, refer to your divisional requirements.
- B. Tell the employee ahead of time that you wish to meet to discuss the performance evaluation. For **GGU** employees, the evaluation is shared in draft form prior to finalizing. If possible, give the employee a copy of the evaluation a day or so ahead of the meeting so they can digest the information and think of questions they may want to ask.
- C. Select a time when there is a minimum of work pressure. Make sure to allow enough time to cover all the employee's questions. Allow about an hour for the meeting, but leave more time open in case it needs to last longer.
- D. Select a place where other employees cannot hear the conversation and where there will be no interruptions. Under normal circumstances, only the supervisor and the employee need to be present. However, **LTC** employees may, at their option, have a union representative

8. PERFORMANCE EVALUATIONS (continued)

present at the interview.

- E. Try to put the employee at ease. Make the seating arrangement conducive to conversation.
- F. Compare accomplishments with the requirements of the job, rather than comparing the employee with other employees.
- G. Go over each part of the evaluation and explain each point in as much detail as possible drawing on specific examples. Stop at the end of each section and allow time for the employee to ask questions. Encourage them to give you their point of view.
- H. Emphasize the strengths on which the employee can build or use more effectively. Mention specific accomplishments to give credit and to define good performance.
- I. Providing the employee with constructive criticism is encouraged. Most employees want to know where they stand and where their performance can be improved. It is the supervisor's responsibility to identify poor performance and provide steps for improvement.
- J. Comment on any improvements noted. If the employee has corrected a prior deficiency, make sure the improvement is mentioned.
- K. Be an active listener. One of the most important things a supervisor can do in a performance interview is to listen carefully to what the employee is saying. Concentration on the employee's comments rather than on the thoughts or responses. Do not yield to the temptation to become defensive when the employee is explaining their point of view. Encourage the employee to express their opinions as fully as necessary to achieve effective communication.
- L. It is particularly important to get the employee's suggestions on improving work performance. Supervisors may elicit suggestions or improvement by asking open ended questions such as "How do you think we can correct this?" or "What circumstances would make this easier to do?" If the employee is resistant or unable to offer suggestions for correction or improvement, then the supervisor may need to be more direct and outline a corrective plan insuring the understands what is expected in the plan.
- M. End the meeting by summarizing the points during the discussion and obtain agreement if possible.

6. Processing the Evaluation Report

- A. Both the employee and rater sign the evaluation in the spaces provided.
 - (1) If the employee refuses to sign the evaluation, the supervisor should make a notation on the line reserved for the employee's signature that they refused to sign.
 - (2) An employee may submit a rebuttal to the evaluation prior to finalization. Finalization means the evaluation has been signed off at the department level. The supervisor must allow the employee a reasonable amount of time to rebut the evaluation. Ten working

8. **PERFORMANCE EVALUATIONS (continued)**

days are considered to be reasonable.

In general, the supervisor should not rebut the employee's rebuttal. The supervisor may choose to make any changes in the evaluation to address any issues in the rebuttal. In this case, the employee is then allowed to withdraw the rebuttal or rebut the rewritten evaluation prior to finalization. Unless withdrawn, the rebuttal is attached to the evaluation and both documents are forwarded to the division director (or designee) for review.

After reviewing the evaluation and rebuttal, the division director or designee may return the evaluation to the rater to address issues of concern, or may sign the evaluation and forward to the Human Resources Section for department review. The Human Resources Section has the same option. If no changes are made to the evaluation, it will be finalized and distributed. A rebuttal becomes part of the employee's permanent personnel records.

- B. After being signed at the division level, the evaluation is forwarded to the Human Resources Section for final signature and processing.
- C. Copies of the finalized evaluation are returned to the employee and the employee's division. The original becomes the official record filed in DOP and in the Human Resources Section. Evaluations are confidential documents.

7. **Appeal Process**

- A. Under the **GGU**, **KK** and **SU** agreements, an employee may appeal the supervisor's decision not to award a performance incentive. The employee must appeal the decision in writing within 15 working days of receipt of the finalized evaluation. This appeal process applies only for salary steps B through F; longevity increases are not subject to an appeal procedure. Refer to the appropriate collective bargaining agreement for specific procedures.
- B. **GGU**, **KK** and **SU** employees who is dissatisfied with a written performance evaluation that does not involve the denial of a performance incentive and the overall rating is low acceptable or lower, may appeal the evaluation. The employee must file a written appeal through the union within 30 calendar days of receipt of the finalized evaluation. Refer to the appropriate collective bargaining agreement for specific procedures.

8. **Using the Evaluation Results**

The conclusion of the evaluation interview is a good time to concentrate on employee development. You will have heard from the employee what their work goals are. Some of the ways to assist with employee development are:

- A. Expanded job responsibilities within the job classification;
- B. Job rotation - informal cross-training;
- C. Special assignments;
- D. In-house training programs;

8. PERFORMANCE EVALUATIONS (continued)

- E. Consultant's training programs;
- F. Assignment to act as an internal or external consultant;
- G. Outside short courses;
- H. College and university courses;
- I. Outside meetings and conferences;
- J. Programmed instruction materials; or
- K. Distribution of reading materials.

9. Keeping Job Performance Records

Writing performance evaluation reports will be easier if you keep records on your employees' job performance and performance-related behaviors all during the evaluation period. Below are some examples:

- A. Monthly or weekly activity reports prepared by the employee.
- B. Specific examples of work which falls short of the standards or exceeds the standards.
- C. Copies of commendations or critical comments received about the employee's work.
- D. Attendance reports
- E. Records of any disciplinary actions.
- F. Records of prior discussions related to work performance.
- G. Specific activities or projects completed by the employee during the rating period.

NOTE: Do not keep "secret" files. Allow employees access to the records you keep on them. Let each of your employees know you keep performance records and discuss them with the employee at the time you enter the records into the file. This will allow the employee an opportunity to know where they stand, to comment, and to clear up misunderstandings.

The above activities can be used to enhance and develop existing employee strengths, and to correct and improve employee weaknesses. The performance evaluation is an ongoing process. Once the performance interview is concluded, a new performance evaluation cycle begins.

8. PERFORMANCE EVALUATIONS (continued)

OPTIONAL EMPLOYEE SELF-APPRAISAL FORM

I will be preparing your performance evaluation within the next few days. To help in writing and discussing the report, I am requesting information you feel is important and should be included in the evaluation and our discussion. Please be specific and clear in your responses to the following questions. Thank you.

1. What do you consider the important abilities in which your job requires?

2. What are the parts of your job do you like best?

3. What are the parts of your job that you like least?

4. What are your accomplishments over this rating period?

5. Are all of your capabilities being utilized in your present position? If not, how can they be used better?

6. What parts of your job do you feel you need to improve on or develop?

SUPERVISOR'S MANUAL

8. PERFORMANCE EVALUATIONS (continued)

7. What specific things do you feel you can do to bring about these improvements or to develop yourself?

8. What are the ways I can help you to do your job better or to help you develop?

9. What progress do you feel you have made toward meeting the goals established for this rating period?

10. List one or more goals you would like to set for yourself and the timeframe in which you plan to have it completed.

11. List any other things you wish to discuss during the performance appraisal meeting.

.....

Employee

Date

SUPERVISOR'S MANUAL

8. PERFORMANCE EVALUATIONS

DEPARTMENT OF ADMINISTRATION PERFORMANCE EVALUATION CHECKLIST (optional)

EMPLOYEE: _____ RATING PERIOD FROM: _____ TO: _____

ACKNOWLEDGEMENT: EMPLOYEE'S SIGNATURE/DATE _____ / _____. RATER'S SIGNATURE/DATE _____ / _____

PUT AN X IN THE ☐ THAT BEST REPRESENTS THE CORRECT RATING FOR THE EMPLOYEE AND ENTER POINTS IN THE COLUMN TO THE RIGHT.

1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS	POINT RATING 1 - 5
1. QUANTITY		PERFORMANCE			
(COMPLETE FOR ALL EMPLOYEES)					
<input type="checkbox"/> CONSISTENTLY FAILS TO MEET ESTABLISHED WORK QUANTITY STANDARDS.	<input type="checkbox"/> FREQUENTLY FAILS TO MEET ESTABLISHED WORK QUANTITY STANDARDS.	<input type="checkbox"/> USUALLY MEETS ESTABLISHED WORK QUANTITY STANDARDS.	<input type="checkbox"/> MEETS AND OCCASIONALLY EXCEEDS ESTABLISHED WORK QUANTITY STANDARDS.	<input type="checkbox"/> ALWAYS MEETS AND FREQUENTLY EXCEEDS ESTABLISHED WORK QUANTITY STANDARDS.	
2. QUALITY AND ACCURACY					
<input type="checkbox"/> WORK CONSISTENTLY INACCURATE AND FAILS TO MEET ESTABLISHED QUALITY STANDARDS.	<input type="checkbox"/> WORK FREQUENTLY INACCURATE AND OFTEN FAILS TO MEET ESTABLISHED QUALITY STANDARDS.	<input type="checkbox"/> WORK USUALLY ACCURATE, OCCASIONALLY NEEDS REVISION, AND MEETS ESTABLISHED QUALITY STANDARDS.	<input type="checkbox"/> WORK ALWAYS ACCURATE AND OCCASIONALLY EXCEEDS ESTABLISHED QUALITY STANDARDS.	<input type="checkbox"/> WORK IS SUPERIOR IN ACCURACY AND CONSISTENTLY EXCEEDS ESTABLISHED QUALITY STANDARDS.	
3. COMPLETENESS					
<input type="checkbox"/> WORK INCOMPLETE AND DOES NOT MEET ESTABLISHED STANDARDS.	<input type="checkbox"/> WORK USUALLY INCOMPLETE, NEEDS FREQUENT REVISION, AND FREQUENTLY FAILS TO MEET ESTABLISHED STANDARDS.	<input type="checkbox"/> WORK USUALLY COMPLETE, NEEDS OCCASIONAL REVISION, AND MEETS ESTABLISHED STANDARDS.	<input type="checkbox"/> WORK CAREFULLY COMPLETE AND MEETS AND OCCASIONALLY EXCEEDS ESTABLISHED STANDARDS.	<input type="checkbox"/> WORKS ALWAYS COMPLETE AND CONSISTENTLY EXCEEDS ESTABLISHED STANDARDS.	
4. KNOWLEDGE OF JOB FUNDAMENTALS					
<input type="checkbox"/> NOT ENOUGH KNOWLEDGE OF PRESENT JOB. HAS INSUFFICIENT GRASP OF NECESSARY FUNDAMENTALS TO DO GOOD WORK.	<input type="checkbox"/> HAS A MODERATE KNOWLEDGE OF PRESENT JOB. IS NOT SUFFICIENTLY VERSED IN NECESSARY FUNDAMENTALS.	<input type="checkbox"/> REASONABLE KNOWLEDGE OF PRESENT JOB. HAS SUFFICIENT GRASP OF REQUIRED FUNDAMENTALS TO PERFORM DUTIES SATISFACTORILY.	<input type="checkbox"/> WELL-INFORMED ON PRESENT JOB. GOOD KNOWLEDGE OF NECESSARY FUNDAMENTALS.	<input type="checkbox"/> THOROUGH KNOWLEDGE OF PRESENT JOB. HAS EXCELLENT GRASP OF FUNDAMENTALS AND PROCEDURES. ALWAYS SEEKING SELF-IMPROVEMENT.	
5. JUDGEMENT					
<input type="checkbox"/> EVALUATES SITUATIONS POORLY AND MAKES INCORRECT DECISIONS. CONSISTENTLY EXHIBITS INADEQUATE JUDGEMENT.	<input type="checkbox"/> HAS LIMITED ABILITY TO EVALUATE SITUATIONS AND MAKE DECISIONS. FREQUENTLY DOES NOT EXERCISE GOOD JUDGEMENT.	<input type="checkbox"/> EVALUATES SITUATIONS PROPERLY AND MAKES CORRECT DECISIONS, BUT WITH OCCASIONAL ERRORS OF JUDGEMENT.	<input type="checkbox"/> CONSISTENTLY EXERCISES GOOD JUDGEMENT IN EVALUATING SITUATIONS AND MAKING CORRECT DECISIONS.	<input type="checkbox"/> ALWAYS EXERCISES GOOD JUDGEMENT IN EVALUATING SITUATIONS AND MAKING CORRECT DECISIONS. IS VERY ADEPT AT HANDLING DIFFICULT SITUATIONS.	
6. WILLINGNESS TO CARRY OUT NEW ASSIGNMENTS					
<input type="checkbox"/> UNWILLING TO TAKE ON ANY ASSIGNMENTS WHICH IS NOT IN THE NORMAL ROUTINE.	<input type="checkbox"/> WILL TAKE ON NEW ASSIGNMENTS BUT IS HESITANT TO DO SO. NEEDS GUIDANCE IN FOLLOWING THROUGH.	<input type="checkbox"/> WILLINGLY ACCEPTS NEW ASSIGNMENTS, AND NEEDS A MODERATE AMOUNT OF GUIDANCE.	<input type="checkbox"/> CONSISTENTLY ACCEPTS AND DISPLAYS CONFIDENCE IN NEW ASSIGNMENTS, AND NEEDS SOME GUIDANCE.	<input type="checkbox"/> EAGERLY ACCEPTS AND DISPLAYS CONFIDENCE IN NEW AND DIFFICULT ASSIGNMENTS, AND NEEDS LIMITED GUIDANCE.	
7. INDEPENDENCE					
<input type="checkbox"/> DISPLAYS LITTLE OR NO SELF-RELIANCE AND INITIATIVE; NOT INDEPENDENT.	<input type="checkbox"/> DISPLAYS LIMITED SELF-RELIANCE AND INITIATIVE; SOMEWHAT INDEPENDENT.	<input type="checkbox"/> DISPLAYS MODERATE SELF-RELIANCE AND INITIATIVE; GENERALLY INDEPENDENT.	<input type="checkbox"/> DISPLAYS CONSISTENT SELF-RELIANCE AND INITIATIVE; INDEPENDENT.	<input type="checkbox"/> DISPLAYS DYNAMIC SELF-RELIANCE AND INITIATIVE; VERY INDEPENDENT.	

SUPERVISOR'S MANUAL

8. PERFORMANCE EVALUATIONS (continued)

8. ATTITUDE									
<input type="checkbox"/> VERY LITTLE OR NO INTEREST AND ENTHUSIASM IN DOING A GOOD JOB; INDIFFERENT ATTITUDE.	<input type="checkbox"/> INTEREST AND ENTHUSIASM IN DOING A GOOD JOB LACKING OR INCONSISTENT; LIMITED POSITIVE ATTITUDE.	<input type="checkbox"/> USUALLY DISPLAYS INTEREST AND ENTHUSIASM IN DOING A GOOD JOB; MODERATE POSITIVE ATTITUDE.	<input type="checkbox"/> ALWAYS DISPLAYS INTEREST AND ENTHUSIASM IN DOING A GOOD JOB; VERY ACCEPTABLE POSITIVE ATTITUDE.	<input type="checkbox"/> SUPERIOR INTEREST AND ENTHUSIASM IN DOING A GOOD JOB; EXCELLENT POSITIVE ATTITUDE.					
DESCRIBE EXCEPTIONAL PERFORMANCE:					TOTAL POINTS SECTION 1				
SECTION 2 - INTERPERSONAL RELATIONSHIPS		(COMPLETE FOR ALL EMPLOYEES)							
<input type="checkbox"/> CONSISTENTLY DISAGREEABLE, CAUSES ILL FEELINGS AND/OR RESENTS CRITICISM; POOR CONSIDERATION OF PUBLIC AND/OR CO-WORKERS.	<input type="checkbox"/> OCCASIONALLY DISAGREEABLE, CAUSES ILL FEELINGS AND/OR RESENTS CRITICISM; INCONSISTENT CONSIDERATION OF PUBLIC AND/OR CO-WORKERS.	<input type="checkbox"/> GENERALLY AGREEABLE, COOPERATES WITH OTHERS, AND ACCEPTS CRITICISM; ACCEPTABLE CONSIDERATION OF PUBLIC AND/OR CO-WORKERS.	<input type="checkbox"/> AGREEABLE, EASILY COOPERATES WITH OTHERS, AND READILY ACCEPTS CRITICISM; GOOD CONSIDERATION OF PUBLIC AND/OR CO-WORKERS.	<input type="checkbox"/> VERY AGREEABLE; EXCELLENT COOPERATION WITH OTHERS, AND VERY READILY ACCEPTS CRITICISM; SUPERIOR CONSIDERATION OF PUBLIC AND/OR CO-WORKERS.					
2. ACCEPTANCE OF SUPERVISION									
<input type="checkbox"/> LIMITED OR NO COOPERATION WITH SUPERVISOR; POOR ACCEPTANCE OF SUPERVISION.	<input type="checkbox"/> HAS SOME DIFFICULTY IN COOPERATING WITH SUPERVISOR; LIMITED ACCEPTANCE OF SUPERVISION.	<input type="checkbox"/> COOPERATES WITH SUPERVISOR; SATISFACTORY ACCEPTANCE OF SUPERVISION.	<input type="checkbox"/> READILY COOPERATES WITH SUPERVISOR; GOOD ACCEPTANCE OF SUPERVISION.	<input type="checkbox"/> ENTHUSIASTICALLY COOPERATES WITH SUPERVISOR; SUPERIOR ACCEPTANCE OF SUPERVISION.					
DESCRIBE EXCEPTIONAL INTERPERSONAL RELATIONSHIPS:					TOTAL POINTS SECTION 2				
SECTION 3- WORK HABITS		(COMPLETE FOR ALL EMPLOYEES)							
1. ATTENDANCE									
<input type="checkbox"/> FREQUENT UNSCHEDULED ABSENCES; POOR ATTENDANCE.	<input type="checkbox"/> OCCASIONAL UNSCHEDULED ABSENCES; INCONSISTENT ATTENDANCE.	<input type="checkbox"/> LIMITED UNSCHEDULED ABSENCES; ACCEPTABLE ATTENDANCE.	<input type="checkbox"/> RARE UNSCHEDULED ABSENCES; CONSISTENTLY GOOD ATTENDANCE.	<input type="checkbox"/> VERY RARE UNSCHEDULED ABSENCES; SUPERIOR ATTENDANCE.					
2. PUNCTUALITY									
<input type="checkbox"/> CONSISTENTLY NOT READY TO WORK AT START OF SHIFT; POOR PUNCTUALITY.	<input type="checkbox"/> OCCASIONALLY NOT READY TO WORK AT START OF SHIFT; INCONSISTENT PUNCTUALITY.	<input type="checkbox"/> USUALLY READY TO WORK AT START OF SHIFT; ACCEPTABLE PUNCTUALITY.	<input type="checkbox"/> READY TO WORK AT START OF SHIFT WITH RARE EXCEPTIONS; GOOD PUNCTUALITY.	<input type="checkbox"/> ALWAYS READY TO WORK AT START OF SHIFT; SUPERIOR PUNCTUALITY.					
3. APPEARANCE AND GROOMING									
<input type="checkbox"/> PERSONNEL APPEARANCE AND/OR GROOMING NOT SATISFACTORY.	<input type="checkbox"/> INCONSISTENT PERSONAL APPEARANCE AND/OR GROOMING.	<input type="checkbox"/> ACCEPTABLE PERSONAL APPEARANCE AND GROOMING.	<input type="checkbox"/> GOOD PERSONAL APPEARANCE AND GROOMING.	<input type="checkbox"/> SUPERIOR PERSONAL APPEARANCE AND GROOMING.					
4. SAFETY									
<input type="checkbox"/> NOT SAFETY CONSCIOUS.	<input type="checkbox"/> FREQUENTLY NOT SAFETY CONSCIOUS.	<input type="checkbox"/> USUALLY SAFETY CONSCIOUS.	<input type="checkbox"/> SAFETY CONSCIOUS. ALERT TO PROBLEMS.	<input type="checkbox"/> HIGHLY SAFETY CONSCIOUS. ALERT TO AND HELPS CORRECT SAFETY PROBLEMS IMMEDIATELY.					
DESCRIBE EXCEPTIONAL WORK HABITS:					TOTAL POINTS SECTION 3				
SECTION 4 - SUPERVISORY		(COMPLETE FOR SUPERVISORY PERSONNEL ONLY)							

SUPERVISOR'S MANUAL

8. PERFORMANCE EVALUATIONS (continued)

1. TRAINING AND DIRECTING SUBORDINATES		<input type="checkbox"/> LITTLE OR NO SUCCESS IN TRAINING, DIRECTING, AND COMMUNICATING WITH SUBORDINATES.	<input type="checkbox"/> INCONSISTENT OR LIMITED SUCCESS IN TRAINING, DIRECTING AND COMMUNICATING WITH SUBORDINATES.	<input type="checkbox"/> MODERATE SUCCESS IN TRAINING, DIRECTING, AND COMMUNICATING WITH SUBORDINATES.	<input type="checkbox"/> CONSISTENTLY ABLE TO TRAIN, DIRECT, AND COMMUNICATE WITH SUBORDINATES.	<input type="checkbox"/> SUPERIOR ABILITY TO TRAIN, DIRECT, AND COMMUNICATE WITH SUBORDINATES; INSPIRES AND GAINS MAXIMUM QUALITY EFFORT FROM OTHERS.	
2. EVALUATION OF SUBORDINATES		<input type="checkbox"/> UNABLE TO PROPERLY AND TIMELY EVALUATE PERFORMANCE OF SUBORDINATES.	<input type="checkbox"/> HAS DIFFICULTY OR IS INCONSISTENT IN PROPERLY AND TIMELY EVALUATING PERFORMANCE OF SUBORDINATES.	<input type="checkbox"/> GENERALLY EVALUATES THE PERFORMANCE OF SUBORDINATES PROPERLY AND TIMELY.	<input type="checkbox"/> CONSISTENTLY EVALUATES THE PERFORMANCE OF SUBORDINATES PROPERLY AND TIMELY.	<input type="checkbox"/> ALWAYS EVALUATES THE PERFORMANCE OF SUBORDINATES PROPERLY, COMPREHENSIVELY, AND TIMELY.	
3. PLANNING AND ORGANIZING WORK, INCLUDING DELEGATION		<input type="checkbox"/> LITTLE OR NO SUCCESS IN COMPLETING CURRENT WORK TIMELY AND DOES NOT ANTICIPATE FUTURE WORK; INEFFECTIVE IN PLANNING AND ORGANIZING WORK.	<input type="checkbox"/> INCONSISTENT OR HAS LIMITED SUCCESS IN COMPLETING CURRENT WORK TIMELY AND ANTICIPATING FUTURE WORK; LIMITED EFFECTIVENESS IN PLANNING AND ORGANIZING WORK.	<input type="checkbox"/> USUALLY COMPLETES CURRENT WORK TIMELY AND ANTICIPATES FUTURE WORK; GENERALLY EFFECTIVE IN PLANNING AND ORGANIZING WORK.	<input type="checkbox"/> COMPLETES CURRENT WORK TIMELY AND ANTICIPATES FUTURE WORK; EFFECTIVE IN PLANNING AND ORGANIZING WORK.	<input type="checkbox"/> ALWAYS COMPLETES CURRENT WORK TIMELY AND ANTICIPATES FUTURE WORK; VERY EFFECTIVE IN PLANNING AND ORGANIZING WORK.	
4. PROBLEM-SOLVING AND DECISION-MAKING ABILITY		<input type="checkbox"/> CONSISTENTLY FAILS TO PROPERLY EVALUATE FACTS AND/OR CONSISTENTLY HESITATES WHEN ATTEMPTING TO SOLVE PROBLEMS AND MAKE DECISIONS.	<input type="checkbox"/> FREQUENTLY FAILS TO PROPERLY EVALUATE FACTS AND/OR HESITATES WHEN ATTEMPTING TO SOLVE PROBLEMS AND MAKE DECISIONS.	<input type="checkbox"/> USUALLY EVALUATES FACTS PROPERLY AND PROCEEDS WHEN ATTEMPTING TO SOLVE PROBLEMS AND MAKE DECISIONS.	<input type="checkbox"/> CONSISTENTLY EVALUATES FACTS PROPERLY AND READILY PROCEEDS WHEN ATTEMPTING TO SOLVE PROBLEMS AND MAKE DECISIONS.	<input type="checkbox"/> SUPERIOR ABILITY IN EVALUATING FACTS AND PROCEEDING WITHOUT ANY DELAY WHEN ATTEMPTING TO SOLVE PROBLEMS AND MAKE DECISIONS.	
5. AFFIRMATIVE ACTION		<input type="checkbox"/> UNAWARE OF AFFIRMATIVE ACTION RESPONSIBILITIES AND FAILS TO ACHIEVE ANY RELATED GOALS.	<input type="checkbox"/> LIMITED OR INCONSISTENT AWARENESS OF AFFIRMATIVE ACTION RESPONSIBILITIES AND USUALLY FAILS TO ACHIEVE ANY RELATED GOALS.	<input type="checkbox"/> ACCEPTABLE AWARENESS OF AFFIRMATIVE ACTION RESPONSIBILITIES AND GENERALLY MEETS RELATED GOALS.	<input type="checkbox"/> CONSISTENT AWARENESS OF AFFIRMATIVE ACTION RESPONSIBILITIES AND EFFECTIVELY MEETS RELATED GOALS.	<input type="checkbox"/> EXCELLENT AWARENESS OF AFFIRMATIVE ACTION RESPONSIBILITIES AND VERY EFFECTIVELY MEETS RELATED GOALS.	
6. COST EFFECTIVENESS		<input type="checkbox"/> FAILS TO ASSURE AND/OR IS UNCONCERNED THAT SUPPLIES AND EQUIPMENT ARE USED IN A COST-EFFECTIVE MANNER.	<input type="checkbox"/> LIMITED OR INCONSISTENT CONCERN TO ASSURE THAT SUPPLIES AND EQUIPMENT ARE USED IN A COST-EFFECTIVE MANNER.	<input type="checkbox"/> ACCEPTABLE AWARENESS THAT SUPPLIES AND EQUIPMENT ARE USED IN A COST-EFFECTIVE MANNER.	<input type="checkbox"/> CONSISTENTLY GOOD AWARENESS THAT SUPPLIES AND EQUIPMENT ARE USED IN A COST-EFFECTIVE MANNER.	<input type="checkbox"/> EXCELLENT AWARENESS THAT SUPPLIES AND EQUIPMENT ARE USED IN A COST-EFFECTIVE MANNER.	
7. LABOR CONTRACT ADMINISTRATION		<input type="checkbox"/> POOR JUDGEMENT IN ADMINISTERING LABOR CONTRACTS.	<input type="checkbox"/> LIMITED OR INCONSISTENT JUDGEMENT IN ADMINISTERING LABOR CONTRACTS.	<input type="checkbox"/> ACCEPTABLE JUDGEMENT IN ADMINISTERING LABOR CONTRACTS.	<input type="checkbox"/> CONSISTENTLY GOOD JUDGEMENT IN ADMINISTERING LABOR CONTRACTS.	<input type="checkbox"/> EXCELLENT JUDGEMENT IN ADMINISTERING LABOR CONTRACTS.	
DESCRIBE EXCEPTIONAL SUPERVISORY ACTIVITIES:						TOTAL POINTS SECTION 4	
SECTION 5 - SCORING		THE TOTAL POINTS ARE ONLY A GENERAL GUIDE TO EACH RATING; THE ACTUAL RATING MAY VARY DEPENDING ON THE CIRCUMSTANCES.					
		UNACCEPTABLE	ACCEPTABLE	OUTSTANDING			
SECTION 1 - PERFORMANCE		8 - 19	20 - 35	36 - 40			
SECTION 2 - INTERPERSONAL RELATIONSHIPS		2 - 4	5 - 8	9 - 10			
SECTION 3 - WORK HABITS		4 - 9	10 - 17	18 - 20			
SECTION 4 - SUPERVISORY		7 - 17	18 - 31	32 - 35			

SUPERVISOR'S MANUAL

8. PERFORMANCE EVALUATIONS

EVALUATION CERTIFICATION

for
Employees Not Covered by Collective Bargaining

THIS IS TO CERTIFY THAT I HAVE EVALUATED THE PERFORMANCE OF

- ☐ I find this employee's work satisfactory and of progressively greater value to the State; therefore, a one-step merit increase is granted effective _____.
- ☐ I find this employee's work outstanding and of progressively greater value to the State; therefore, a one-step increase is granted effective _____.
- ☐ I find this employee's work satisfactory and of progressively greater value to the State. Employee is eligible for a longevity increase effective _____.
- ☐ I find this employee's work satisfactory and of progressively greater value to the State; however, a merit increase is not appropriate at this time.
- ☐ I find this employee's work satisfactory.
- ☐ I find this employee's work unsatisfactory.

COMMENTS: _____

Employee's Signature

Date

Rater's Signature

Date

Division Director's Signature (or designee)

Date

Human Resource's Signature

Date

SUPERVISOR'S MANUAL

8. PERFORMANCE EVALUATIONS

STATE OF ALASKA PERFORMANCE EVALUATION REPORT

NAME	SOCIAL SECURITY NO.	DEPARTMENT	DIVISION
		Administration	

PCN	JOB CLASSIFICATION TITLE	REPORT COVERAGE						REASON FOR REPORT <input type="checkbox"/> ANNUAL <input type="checkbox"/> RESIGNATION <input type="checkbox"/> COMPLETION OF PROBATION <input type="checkbox"/> OTHER (SPECIFY)
		FROM			TO			

POSITION DESCRIPTION REVIEWED BY RATER

YES NO If no, explain: _____

SPECIFIC RATING AREAS

PERFORMANCE

* U A O
[] [] []

(As shown by: quantity, quality, accuracy, and completeness of work; knowledge of job fundamentals; judgement shown on the job; willingness and ability to carry out new assignments; independence of performance; attitude towards job.)

WORK HABITS

[] [] []

(As shown by: attendance; punctuality, appearance and grooming; safety.)

INTERPERSONAL RELATIONSHIPS

[] [] []

NARRATIVE SECTION

Overall Effectiveness on the Job

U Acceptable O
[] [] [] [] []

(Overall Effectiveness **MUST** be explained. Other performance consideration, such as strong points and areas needing improvement, should be included.)

Rater's Recommended Action: _____
(See Instructions over)

SUPERVISOR'S MANUAL

8. PERFORMANCE EVALUATIONS (continued)

SUPERVISORY (For Supervisory
Employees Only)

[] [] []

(As shown by: training and directing subordinates; evaluating subordinates; planning and organizing work, including delegation; problem solving and decision-making ability; affirmative action achievement; cost effectiveness; and Labor Contract Administration.)

* U = Unacceptable A = Acceptable
O = Outstanding

Rating was discussed with employee [] Yes [] No If no, explain: _____

Signature of Rater _____ Title _____ Date _____

Employee: ☐ Concur with Rating ☐ Disagree (Employee comments on Back)

Signature: _____ Date _____

REVIEWED AND APPROVED BY:

Division

Signature: _____ Title _____ Date _____

Department

Signature: _____ Title _____ Date _____



9. STATUS AND SALARY CHANGES

Purpose

To provide Department of Administration supervisors and managers with procedures for initiating and documenting employee status and salary changes

Authority

Alaska Statute 39.25.150 and 39.27.022

Alaska Administrative Code

Personnel Regulations

General Government Unit(**GGU**), Supervisory Unit (**SU**), Confidential Unit(**KK**) and Labor, Trades and Crafts Unit (**LTC**) collective bargaining agreements.

Procedure

Forms must be completed as indicated on the following grid and sent to the Human Resources Section before the end of the payroll cutoff period during which the action occurred. A listing of payroll cutoff dates is sent by e-mail to each division every payroll. Timely submission of requests of personnel actions will assure prompt salary and status changes in the State payroll system and prevent late pay adjustments.

Supervisors should review other specific procedures in this manual before initiating a status or salary change.

SUPERVISOR'S MANUAL

9. STATUS AND SALARY CHANGES (continued)

NATURE OF ACTION	Performance Evaluation	Request for Personnel Action	Position Description that reflects all Levels	Worked Eligible List	Memo Advising of Status Change
Permanent Status	R				
Merit Increase	R				
Longevity Increase	R				
LTC Service Bonus	O				
Position Flex	R	R	R		
Coupled Class Action	R	R	R		
Reclassification Actions		O			
Promotion	O	R		R	
Acting in a higher range		O			R
Voluntary and Involuntary Demotion	R	R			R
Transfer	R	R			R

R = Required

O = Optional

Not Required if Left Blank

1. Permanent Status

Permanent status in State service and/or a specific job classification, is attained when the classified employee satisfactorily completes the probationary period. Pertinent information about the probationary period for **GGU**, **SU**, **KK** and **LTC** employees is explained in Section 6, Probationary Periods. Permanent status is automatically attained unless officially denied before the end of the probationary period. The merit anniversary date is the 16th of the month following completion of probation.

2. Merit Increases

A merit increase (Steps B through F) may be granted to a **GGU**, **SU**, **KK**, or **PX** employee who has met the criteria set forth in Section 13, Pay Administration. Refer to this section for specific information.

9. STATUS AND SALARY CHANGES (continued)

3. Longevity Increases

Employees are eligible for longevity increments J, K, L and M under the provisions of AS 39.27.022. Because longevity step placement on actions such as promotions/demotions has many variables, supervisor should confirm step placement with the Human Resources Section

A. Paperwork needed to Process Permanent Status, Merit Increases and Longevity Increases

A Performance Evaluation Report (Addendum A) recommending the appropriate action, either permanent status, merit increase or longevity increase. Instructions for writing and completing the evaluation form are provided in Section 8, Performance Evaluations.

B. The Who Approves

The division director or designee approves the evaluation at the division level, the human resources manager or designee approves at the department level.

C. Where it goes

After review with the employee and signature by the division director or designee, the evaluation is sent to the Human Resources Section for final processing.

1. LTC Service Bonus

The LTC service bonus is based on probationary/permanent State service. The Human Resources Section tracks these dates and will notify the supervisor when a bonus has been awarded.

A. Paperwork Needed to Process a LTC Service Bonus

A Performance Evaluation report is only required when the service bonus coincides with the annual review date.

B. Who Approves

(1) If prepared, the evaluation is approved at the division level by the division director or designee and at the department level by the human resources manager or designee.

9. STATUS AND SALARY CHANGES (continued)

- (2) The Human Resources Section will process the service bonus and forward a copy of the personnel action document to both the employee and the division.

1. Flexibly-Staffed Position Changes

A supervisor and the division director or designee, may approve an upgrade of a filled, flexibly staffed position when the employee successfully completes the established training program.

Flexing a position from one level to another is a classification action, specific details are located in Section 16, Types of Positions/Position Classification. Flexible staffing actions may not be done retroactively, they become effective the 1st or 16th of the month following receipt of a written request in the Human Resources Section.

A. Paperwork Needed to Promote the Incumbent of a Flexibly-Staffed Position

- (1) A Performance Evaluation Report (Addendum A) stating the incumbent has met all established criteria.
- (2) A memorandum or e-mail message to the human resources manager from the supervisor, through the division director or designee, requesting the position be flexed to the next higher level and the incumbent promoted.

A. Who Approves

The division director approves the evaluation at the division level, and the human resources manager or designee at the department level.

B. Where it Goes

After review with the employee and signature by the division director or designee, the evaluation, and memorandum are sent to the Human Resources Section for final processing.

1. Reclassification Action

Refer to Section 16, Types of Positions/Position Classification, for procedures on reclassification of an existing position. After the reclassification of a filled position has been approved by the Human Resources Manager under delegated authority, the personnel action will be processed. The employee and the division will receive a copy of the personnel action document and a copy of the reclassification authorization.

9. STATUS AND SALARY CHANGES (continued)

2. Promotion

A promotion is movement of an employee to a different position at a higher salary range.

A. Paperwork Needed to Process a Promotion

- (1) An eligible list must be worked in accordance with procedures in Section 2, Hiring Process.
- (2) A Performance Evaluation Report must be prepared for an employee being promoted. Instructions for writing and completing the evaluation form are provided in Section 8, Performance Evaluations.
- (3) A Request for Personnel Action (RPA) Form 00-005 (Addendum B).

A. Who Approves

- (1) worked eligible list must be signed by the appointing supervisor.
- (2) The evaluation is approved at the division level by the division director or designee and at the department level by the human resources manager or designee.

A. Where it Goes

After review with the employee and signature by the division director or designee, the evaluation, the worked eligible list, and RPA are sent to the Human Resources Section for processing.

1. Acting in a Higher Range

Employees who receive prior written delegation to perform the duties of a position in a higher salary range may be compensated at the higher range. Refer to Section 13, Pay Administration to determine the required terms and conditions.

A. Paperwork Needed to Process Acting in a Higher Range

A delegation memorandum to the employee from the division director or designee, stating the scope and duration of the assignment. The delegation to act in a position in a higher salary range must be assigned prior to commencement of acting status.

9. STATUS AND SALARY CHANGES (continued)

B. Where it Goes

The employee receives the original memorandum with a copy sent to the Human Resources Section for processing.

1. Demotion

A demotion is movement from a job class in a higher range to a job class in a lower range within the same class series or parallel class. The demotion may be voluntary or for cause (involuntary).

A. Voluntary Demotion

Assistance in identifying the appropriate job classification for the purpose of voluntary demotion and appropriate step placement is available from the Human Resources Section.

(1) Paperwork Needed to Process

- a. A memorandum from the employee accepting a voluntary demotion.
- b. For a voluntary demotion to a lower job class not in the same class series, division directors must complete Addendum C, a memorandum requesting the determination of the relatedness of the job class and the appropriate step placement for the employee.
- c. A Performance Evaluation Report is required when an employee accepts a voluntary demotion. Instructions for writing and completing the evaluation form are provided in Section 8, Performance Evaluations.
- d. A Request for Personnel Action (RPA), Form 00-005 (Addendum B).

(1) Who Approves

- a. The Human Resources Section determines and approves the relatedness of job classes for purposes of voluntary demotion and approves the appropriate step placement based on creditable State service. Supervisors must allow a

SUPERVISOR'S MANUAL

9. STATUS AND SALARY CHANGES (continued)

minimum of ten working days for this approval process prior to making the hire.

- b. The evaluation is approved at the division level by the division director or designee and at the department level by the human resources manager or designee.

- c. The division director or designee approves the RPA.

(1) Where it Goes

- a. The division director sends Addendum C to the Human Resources Section for initial review and approval.

- b. The evaluation, after review with the employee and signature by the division director or designee, and RPA are sent to the Human Resources Section for final processing.

A. Involuntary Demotion

Information regarding step placement beyond step-for-step is available from the Human Resources Section.

(1) Paperwork Needed to Process

- a. The supervisor must provide the employee with a memorandum stating the reasons for the involuntary demotion.

- b. For an involuntary demotion to a lower job class not in the same class series, division directors must complete Addendum D, a memorandum recommending a lower job class for demotion and step placement.

- c. A Performance Evaluation Report (Addendum A) must be completed for an employee who is involuntarily demoted. Instructions for writing and completing the evaluation form are provided in Section 8, Performance Evaluations.

- d. A Request for Personnel Action (RPA), Form 00-005 (Addendum B)

SUPERVISOR'S MANUAL

9. STATUS AND SALARY CHANGES (continued)

(1) Who Approves

- a. The Human Resources Section determines and approves the related class and step placement.
- b. The evaluation is approved at the division level by the division director or designee and at the department level by the human resources manager or designee.
- c. The division director or designee approves the RPA.

(1) Where it goes

- a. The division director sends Addendum D to the Human Resources Section for review and approval.
- b. The evaluation, after review with the employee and signature by the division director or designee, and the RPA are sent to the Human Resources Section for final processing.

1. Transfers within the Department

A transfer for purposes of this section is movement of an employee from one position to another in the same job class. This movement may be within the same division or between divisions in the Department of Administration. The transfer may also include a change in the employee's work schedule from part-time to full-time or full-time to part-time.

Paperwork required when an employee transfers into the Department of Administration from another department is outlined in Section 3, New Employee Orientation.

A. Paperwork needed When Moving From One Position to Another in the Same Job Class within the Department.

- (1) A Performance Evaluation Report (Addendum A) must be prepared if the employee is changing supervisors. Instructions for writing and completing the evaluation are provided in Section 8, Performance Evaluations.
- (2) A Request for Personnel Action (RPA), Form 00-005 (Addendum B).

A. Who Approves

9. STATUS AND SALARY CHANGES (continued)

The evaluation is approved at the division level by the division director or designee, and at the department level by the human resources manager or designee.

B. Where it Goes

After review with the employee and signature of the division director or designee, the evaluation and RPA are sent to the Human resources Section for final processing.

1. Miscellaneous Changes

A. Changes in Marital Status

The forms listed below should be reviewed and updated as necessary upon a change in marital status. Marital status changes may also require changes in benefits and beneficiaries.

- (1) Address Authorization/Change Form.
- (2) W-4 Form.
- (3) Designation of Beneficiary for Unpaid Compensation.
- (4) Supplemental Benefits System Beneficiary Form.
- (5) Beneficiary Designation for PERS.
- (6) Group Health Plan Change Form.
- (7) Basic Insurance and Optional Life Insurance Enrollment or Change Card.
- (8) Employee Affidavit

A. Change of Beneficiaries and/or their Address(es)

Employees can change their beneficiaries by completing forms (3), (4), (5) and (7) above, and sending them to the Human Resources Section.



10. TRANSFERS

Purpose

To provide Department of Administration supervisors and managers with procedures and guidelines for transferring employees between positions and transferring positions and employees from classified to the partially exempt or exempt service, or from partially exempt or exempt to the classified service.

Authority

Alaska Statute 39.25.130

Personnel Regulations 2 AAC 07.115, 210, and 500

General Government Unit (**GGU**), Supervisory Unit (**SU**), Confidential Employees Association (**KK**), and Labor Trades and Crafts (**LTC**) collective bargaining agreements

Background

The term “transfer” is used to reference the movement of an employee between positions or the movement of positions between the classified and partially exempt or exempt service. Each type of transfer action has specific procedures and is discussed below.

Procedure

1. Voluntary Transfer

The movement of a permanent or probationary employee from one position to another in the same job class or a parallel class is considered a voluntary transfer. Employees wishing to transfer as described above may request the Division of Personnel (DOP) to certify their name to eligible lists as a “transfer.” However, the employee’s name need not always appear on a list to effect a transfer. If there are no layoff or injured worker candidates to consider, the hiring supervisor may contact any eligible employee directly to offer a transfer. The Human Resources Section will determine if there are layoff or injured worker candidates who must be considered prior to offering a position to a transfer candidate. See Section 2, Hiring Process, for more information.

An employee who accepts a transfer submits a written notice to the current supervisor. Notice is normally given two weeks prior to the effective date of the transfer; however, notice can be waived by the supervisor.

Transferred employees retain accrued benefits and status, such as step placement and merit anniversary date.

10. **TRANSFERS (continued)**

Under the Alaska Family Leave Act, a pregnant employee is entitled to transfer to another suitable position for the duration of the pregnancy. A position is suitable if:

- A. it is an existing unfilled position in the same administrative division in which the employee is currently employed;
- B. it is less strenuous or less hazardous than the employee's current position;
- C. the transfer is recommended by a licensed health care provider;
- D. the employee is qualified and immediately able to perform the duties of the position.

If these circumstances arise, contact the Human Resources Section to effect the transfer.

2. Transfer for the Good of the Service

It is within management's authority to transfer an employee for business reasons, e.g., improving delivery of services to the public. Such a transfer may include a change in duty station or location. If a transfer involving a location change is necessary, the employee must be given written notice of the intended action. If a **GGU**, **SU**, or **KK** employee does not wish to change locations, the transfer must be approved by the director of the DOP. The procedure is as follows:

- A. The supervisor or manager who intends to transfer an employee must submit a memorandum through the human resources manager, to the director of the DOP explaining the reason for the transfer. The memorandum also must include the employee's job classification title, PCN, current organizational unit, and the organizational unit and location to which the employee is to be transferred.
- B. If the transfer is approved, but the employee chooses not to accept the transfer, the employee is entitled to layoff in lieu of transfer. Refer to Section 11, Layoff, for further information.

LTC employees will not be compelled to accept a transfer from one duty station to another duty station.

3. Transfer of Employee from one Service to Another

An employee who transfers from the classified service to the exempt or partially exempt service, may have return rights to the classified service. Provisions for return to the classified service vary by collective bargaining agreement.

10. TRANSFERS (continued)

- A. **SU** employees do not have a leave of absence provision in their collective bargaining agreement when they accept an exempt or partially exempt position.
- B. **GGU, LTC, and KK** employees may request a leave of absence with a right of return to the currently held position. Management may approve the request for a leave of absence prior to the effective date of the action.
- C. Supervisors reviewing an employee's request for a leave of absence to accept a partially exempt or exempt position should consider the following:

(1) Approving a Limited Leave of Absence:

Personnel Regulation 2 AAC 07.500 allows **KK** employees to be given a leave of absence to accept an appointive position in the partially exempt or exempt service upon a finding by the Commissioner of the Department of Administration that such leave is in the best interests of the department. Granting of the leave must be in writing with a copy provided to the Director of the DOP before the leave begins. The leave may be for a period not to exceed four years but may be extended in writing by the commissioner for additional periods. Such approval allows the employee to return to their former classified position at any time the limited leave of absence is in effect.

The **GGU** and **LTC** collective bargaining agreements allow an employee to request a leave of absence which may be approved by the Commissioner of the Department of Administration. Such approvals may remain in effect for the life of the collective bargaining agreement.

(2) Not Approving a Leave of Absence:

The employee must be given written notice before the last day of work in the classified position that a leave of absence will not be granted. Copies of the notice must be submitted to the Human Resources Section and the DOP. The employee may then choose to remain in the classified position or transfer to the exempt or partially exempt position. An employee who chooses to transfer under these conditions does not have a right to return to the classified position.

(3) Cancellation of a Leave of Absence:

A leave of absence may be cancelled at any time by the commissioner upon prior written notice to the employee. Notice must include a reasonable date for termination of the leave. A copy of the notice must be provided to the Human Resources Section and the DOP. An employee who chooses not to return when the leave of absence is cancelled loses return rights to the classified position.

10. TRANSFERS (continued)

D. Refilling the Position

If the incumbent is granted a leave of absence, the position may only be refilled on a substitute basis.

- (1) If the expected duration of the absence is less than the probationary period established for the position, a nonpermanent substitute may be hired. Refer to Section 15, Nonpermanent Positions, for further information.
- (2) If the duration of the absence is expected to be longer than the probationary period established for the position, a permanent substitute may be hired. Applicants for a permanent substitute position must be informed in writing of the potential loss of employment due to the return of the incumbent granted a leave of absence. A permanent or probationary employee who accepts a substitute appointment under these circumstances also has return rights to their prior position. However, no further appointments with return rights in this chain of circumstances are available.

4. Transfer of Position from one Service to Another

- A. **Classified position to exempt/partially exempt service**—A classified position may be transferred to the exempt or partially exempt service by Executive Order, by act of the legislature, or by the Personnel Board. The Personnel Board, upon written recommendation of the commissioner of the Department of Administration, may move any classified position into the partially exempt service if, in the judgment of the Board, the position involves:

- (1) principal responsibility for the determination of policy;
- (2) principal responsibility for the way in which policy is carried out; or
- (3) responsibilities and duties not susceptible to the ordinary recruiting and examining procedures.

Managers who wish Personnel Board consideration in these circumstances should contact the human resources manager so that proper documentation can be prepared and presented to the Board.

If the position is filled, the incumbent may remain in the position or decline to remain in the position. An employee who declines to remain in the position has layoff rights to the classified job class, unless the employee resigns.

10. TRANSFERS (continued)

- B. **Exempt/Partially Exempt Position to Classified Service**—An exempt or partially exempt position may be transferred to the classified service by Executive Order, by act of the legislature, or by the Personnel Board. If the position is filled, the incumbent may remain in the position as an exempt/partially exempt employee for a maximum of one year.

- (1) Once a position is classified, it must be filled by working an eligible list. An eligible list may be requested and worked at any time. However, if an exempt/partially exempt incumbent has remained in the position, the list should be worked as soon as possible after the employee's name appears on the list. The partially exempt employee must compete with all other eligible candidates.

All the rules which govern working and hiring from the eligible list must be followed. Laid off employees and injured worker candidates have precedence over other candidates on the list, including the exempt/partially exempt employee. If there are no laid off employees or injured worker candidates on the list, the hire must be made from among the top five ranks of interested and available candidates or from a documented underutilized group.

- (2) An exempt/partially exempt employee who remains in the position and who is not hired from an eligible list must be terminated no later than one year after the position becomes classified.

Managers who wish the Personnel Board to consider movement of an exempt/partially exempt position into the classified service should contact the human resources manager so that proper documentation can be prepared and submitted to the Board.



11. LAYOFF

Purpose

To provide the Department of Administration supervisors and managers with procedures and guidelines for placing employees on layoff and information regarding the rights of laid off employees.

Authority

Alaska Statute 39.25.150

Personnel Regulations 2 AAC 07.405 and 2 AAC 07.800

General Government Unit (**GGU**), Supervisory Unit (**SU**), Confidential Unit (**KK**) and Labor, Trades and Crafts Unit (**LTC**) collective bargaining agreements

Background

Layoff is used for work force reductions in the classified service. Exempt and partially exempt employees do not have layoff rights.

An employee in the classified service may be laid off for any of the following reasons:

- * the employee holds a permanent substitute appointment and the incumbent returns to the position;
- * a position is abolished;
- * there is a shortage of work or funds;
- * there are changes in work assignments, e.g., position reclassification or movement to a new location;
- * there is a change in the status of the position, e.g., from full-time to part-time or seasonal;
- * any other reason that is outside the employee's control.

No permanent/probationary employee may be laid off while there are emergency, nonpermanent or provisional employees serving in the same class in the same department or organizational unit, or serving in other classes performing work to which the permanent/probationary employee could reasonably be assigned.

GGU, **KK** and **SU** layoff rights extend for a period of three years from the date of layoff. **LTC** layoff rights extend for two years from the date of layoff.

11. LAYOFF (continued)

The following alternatives should be considered before a decision is made to lay off an employee:

Job Sharing—One position is filled with two employees while another is left vacant and the employees work alternate portions of a day, week, month, or year.

Part-Time—An employee works less than 37.5 hours per week.

Seasonal—An employee works less than 12 months per year. A seasonal employee normally works full-time during the work season each year; the remainder is taken as leave without pay (LWOP).

Leave Without Pay—The employer and employee may mutually agree to a period of approved leave without pay for a specific time period. The approval process varies based on the collective bargaining agreement or personnel regulations.

Voluntary Layoff—An employee in any bargaining unit with greater seniority may choose to be laid off in place of an employee with the least seniority. A letter of agreement may be required; contact the Human Resources Section for assistance.

Procedures

As soon as managers know there will be layoffs they must contact and work closely with the human resources manager throughout the layoff process. The human resources manager is available to provide information on alternatives to layoff, the layoff process, as well as provide counseling to potential layoff candidates.

1. Organizational Units for Layoff Purposes

A. The Department of Administration is subdivided into organizational units for layoff purposes. The basic structure for organizational units is:

(1) GGU, KK and SU

- a. Department
- b. Division
- c. Location
- d. Job Classification Series (Job Classification for **KK** employees)
- e. Position Status (i.e., full-time, part-time)
- f. Bargaining Unit

(2) LTC

11. **LAYOFF (continued)**

There are no organizational units in the **LTC** unit. Employees are laid off based on duty station seniority.

- B. The department's appointing authority (commissioner or designee) may propose other organizational units or further subdivisions by submitting a written plan to the director of the DOP. Organizational units may be recognized on the basis of geographic area, function or employment status. The DOP will notify the requesting authority when a new organizational unit is approved or disapproved.
 - (1) A request for an organizational unit change should be made as far in advance of an anticipated layoff as possible. However, collective bargaining agreements require no less than the following time frames:
 - a. **GGU**—the organizational unit must be approved at least 30 calendar days before a notice of layoff is issued.
 - b. **SU**—the organizational unit must be approved at least 30 calendar days before the effective date of a layoff.
 - c. **KK**—the organizational unit must be approved in accordance with 2AAC.07.800.
 - (2) The DOP may withdraw recognition of an organizational unit at any time it determines such action is in the best interest of the State. The DOP will notify the department if recognition is withdrawn.

2. Order of Layoff

- A. Prior to issuing a notice of layoff to any employee, the division must obtain an order of layoff from the Human Resources Section.
 - (1) The Human Resources Section computes layoff points for each employee in the organizational unit.
 - a. **GGU SU** and **KK**—Layoff seniority points are computed based on the employee's length of probationary/permanent time in the classified service.
 - b. **LTC**—Layoff is determined from the contractually required duty station seniority rosters.
 - (2) Once layoff points have been computed, the Human Resources Section prepares the order of layoff listing employees in ascending order of layoff points. By contract, **GGU**, **KK** and **SU** employee representatives/union stewards have "super seniority" and shall be listed last on the order of layoff regardless of the number of layoff points.

11. **LAYOFF (continued)**

- (3) If two or more employees have equal layoff points, order on the list is determined by the following tie breakers:
 - a. **Veterans' Preference**—A veteran or former prisoner of war has seniority and is listed after an employee who is not a veteran or former prisoner of war.
 - b. **Class Series**—For **GGU** employees with equal layoff points, the employee with greater length of service within the current class series (e.g., Administrative Clerk I, II, III) has seniority and is listed after an employee with less service in the class series.
 - c. **SU**— employees who have the least months, or parts thereof, of permanent/probationary State service shall be laid off first.
 - d. **Employer Discretion**—If the tie remains after application of all tie breakers in the bargaining unit, the employer chooses which of the employees to lay off. Contact the human resources manager should this occur.
- (4) Generally the Human Resources Section will issue an order of layoff within ten days of receipt of a request.
- B. **LTC** employees are laid off in reverse order of duty station seniority. Seniority is based on the date of entry by a permanent/probationary employee into an established or new duty station (location). Seniority lists are maintained by the supervisor at each duty station and must be updated every six months.

3. Employee Election to Displace (“Bumping Rights”)

When the position being vacated by layoff is classified above the entry (I) level in a class series, the employee being laid off may elect to “bump” to a position which is classified at a lower level in the same class series if the employee to be laid off has more layoff points than at least one lower level employee. Bumping rights do not extend outside the bargaining unit of the person being laid off.

- A. Geographically Expanded Units: Collective bargaining agreements for the **GGU** and **SU** provide for geographic expansion of the organizational units for layoff purposes under defined circumstances. These expansions must be complied with in determining the orders of layoff. See **GGU** Article 12, Section 3, C, 2; and **SU** Article 17, Section A.

11. **LAYOFF (continued)**

- B. **LTC** employees may exercise bumping rights to a lower level in the same class series at the employee's duty station provided the employee is qualified to perform duties at the lower level and is not the least senior in the lower classification.
- C. Any **GGU**, **SU**, or **LTC** employee who bumps to a lower level job class must be assigned duties appropriate to the lower level, and must be paid at the salary range or wage grade for the lower level class.
- D. **KK** employees do not have geographic expansion or bumping rights.

4. Notification

- A. Supervisors must provide written notice of layoff to an employee in advance of the date layoff will occur. Contractual requirements are:
 - (1) **GGU** and **SU** permanent employees must receive written notice of layoff at least ten working days for **GGU**, and two weeks for **SU** before the layoff date.
 - (2) **GGU** and **SU** probationary employees must receive written notice of layoff. If possible, the employee should receive notice at least ten working days for **GGU**, and two weeks before the layoff date.
 - (3) **KK** permanent and probationary employees must receive written notice of layoff at least two weeks before the layoff date.
 - (4) **LTC** employees in year round positions will receive two weeks notice prior to layoff or two weeks pay in lieu of notice. Every effort should be made to provide seasonal employees with two weeks notice.
 - (5) Where possible, written notice of layoff should be issued at least 30 days prior to the layoff date.
- B. A notice of layoff includes the following:
 - (1) the effective date of the layoff;
 - (2) the reason(s) for the layoff;
 - (3) information regarding the employee's right to "bump" to a lower level in the class series, if applicable;
 - (4) information regarding the effects of layoff on employment status;
 - (5) information regarding the rights and responsibilities of laid off employees; and

11. **LAYOFF (continued)**

- (6) a statement that the employee's name will be placed on the layoff list for the job class, position type, and location in which layoff occurs unless the employee completes the Conditions of Employment Upon Return from Layoff, Form 02-216 (Addendum A) indicating a willingness to work in other locations.

A completed Form 02-216 is returned to the Human Resources Section by the employee.

Addenda B and C are sample layoff letters. If a bumping option exists, the employee being laid off must be informed of the option, including the position to which the employee may bump. Also, if the lower level position is filled, the incumbent of that position must be notified of the possibility of layoff due to bumping.

The Human Resources Section must review layoff-related correspondence prior to it being sent out. This includes both the official notice of layoff to the employee and any other correspondence issued to staff concerning layoff.

5. **Benefits and Layoff**

Addendum D describes in detail the effect of layoff on benefits and the choices an employee may make at the time of layoff. A copy of Addendum D should be provided to the employee along with the layoff letter. The supervisor should insert current health insurance premiums for the employee's information. Page one of Addendum D should be completed by the employee and returned to the Human Resources Office.

- A. **Health Insurance**—Coverage for **GGU, KK** and **LTC** employees remains in effect through the last day of the month in which the employee is laid off.

Coverage for **SU** employees extends for thirty days commencing with the first day of layoff status.

Employees have several options for retaining health insurance coverage while in layoff status. To retain coverage, the employee must complete the appropriate Group Health Continuation Plan Enrollment Form which may be obtained at the Division of Retirement and Benefits web site at:

<http://www.state.ak.us/local/akpages/ADMIN/drb/forms/formlist.htm>

- B. **Supplemental Benefits (SBS) Insurance**—Coverage remains in effect through the last day of the month in which layoff occurs. Health insurance coverage purchased as an active employee under SBS may be purchased while on layoff status. All other SBS insurance coverage will lapse.

- C. **Life Insurance**—Basic and/or optional life insurance coverage may be purchased.

11. LAYOFF (continued)

- D. **Annual/Personal Leave (GGU, KK and SU)**—At the time of layoff, the employee receives a lump sum payment for all accrued annual/personal leave. Upon written request from the employee, federal income tax may be withheld from this payment at a flat rate of 28 percent rather than at the rate specified on the employee's W-4 form.

LTC employees, upon layoff, may retain up to 150 hours of personal leave for use upon their return to work. Tax options for leave paid off are the same as for **GGU, KK** and **SU**.

- E. **Sick Leave**—The sick leave balance for **GGU** employees remains intact and will be available for use upon recall to State employment. Upon expiration of the layoff period or the resignation of the employee, the sick leave balance is canceled.
- F. **Retirement (PERS)**—The PERS account remains intact and is not refundable to laid off employees. Contributions cease upon layoff and resume when the employee returns to work. An employee who is terminated at the expiration of layoff or who resigns before expiration of the layoff period may elect to receive a refund.
- G. **Supplemental Benefits (SBS)**—The SBS account remains intact unless the employee elects a refund payable 90 days after the date of layoff. If the employee is rehired before the end of the 90-day payment period, the refund will be cancelled. Contributions cease upon layoff and resume when the employee returns to work. An employee who is terminated at the expiration of layoff or who resigns before expiration of the layoff period may elect to receive a refund.
- H. **Deferred Compensation**—The employee must contact the Division of Retirement and Benefits (DRB) within 60 days of the date of layoff to either defer payment or elect a form of payment. If the employee returns to work before the end of the 60-day payment waiting period, the employee must contact DRB to cancel the refund. Contributions cease at the time of layoff. An employee who wishes to resume contributions after being recalled to work must contact the DRB in order to reinstate the deduction. An employee who is terminated upon expiration of layoff or who resigns while on layoff may elect to receive a refund.

6. Rights of Laid Off Employees

A **GGU, KK** or **SU** employee has the right to return to the employee's job class for three years from the date of layoff unless the employee obtains other State employment in the classified service at a pay range equal to or higher than that from which layoff occurred (regardless of position status). Appointment to a nonpermanent position does not affect layoff rights. An employee who is recalled at a pay range lower than that from which layoff occurred retains all layoff rights for any remaining portion of the layoff period.

11. **LAYOFF (continued)**

An **LTC** employee has rights to return to their job class for a maximum of two years from the date of layoff.

- A. Any laid off employee has a right to return to the job class and location from which layoff occurred.
 - (1) A **GGU**, **KK** or **SU** employee may request consideration to return in other locations by submitting form 02-216, Conditions of Employment Upon Return From Layoff (Addendum A), to the DOP.
 - (2) An **LTC** employee should report to the union hall to obtain referrals for other positions.
- B. Upon recall from layoff, an employee is entitled to retain former step placement.
- C. A laid off employee may apply for employment in State job classes other than the one from which laid off. Because procedures may vary, contact the Human Resources Section for assistance.
- D. Laid off employees are entitled to claim Unemployment Insurance (UI) benefits. Employees facing layoff should contact the local Department of Labor, Employment Services Section, immediately upon receipt of the layoff notice to receive information and counseling regarding UI benefits.

7. Recall From Layoff

- A. When a vacant **GGU**, **SU** or **KK** position is to be filled, the hiring supervisor must offer the position to a laid off employee, if there is one in the job class and location of the vacancy. **LTC** employees are recalled in order of duty station seniority. The seniority date does not change while an employee is laid off.
- B. When a job offer/notice of recall is issued (via certified mail, return receipt requested) to a laid off employee residing in Alaska, the employee has ten calendar days to respond. Except in extenuating circumstances, failure to respond or report to work as directed will result in loss of layoff rights. Supervisors should check with the Human Resources Section prior to making a final decision about terminating the rights of a laid off employee.
- C. A laid off employee who declines a position under conditions specified for return to the job class loses all layoff rights and is terminated from State employment.
- D. Moving expenses from the location of layoff to a new location upon recall are the responsibility of the employee. The State is not obligated to pay moving expenses associated with recall from layoff.

11. LAYOFF (continued)

8. Paperwork Needed to Process Layoff

The following paperwork is submitted to the Human Resources Section no later than the employee's last day of work.

- A. Copy of the layoff letter or memorandum.
- B. Department of Administration time and attendance report form reporting the employee's hours worked and/or leave taken in the final pay period.
- C. Performance Evaluation Report.
- D. Request for Personnel Action. (Form 02-006)
- E. A "Conditions of Employment Upon Return From Layoff form" (Addendum A) is required if the employee wishes to specify additional locations or other conditions under which reemployment will be accepted.
- F. Layoff Selection and Acknowledgment Form (first page of Addendum D).

9. Paperwork Needed Upon Recall From Layoff

The following paperwork is submitted to the Human Resources Section when an employee is recalled from layoff:

- A. A Request for Personnel Action (Form 02-006).
- B. A copy of the Workplace Alaska certification or LTC referral, if applicable.
- C. Forms to execute any changes, e.g., address, tax withholding, etc.

11. LAYOFF (continued)

ADDENDUM A

CONDITIONS OF EMPLOYMENT UPON RETURN FROM LAYOFF

Upon layoff from your position, your name will be placed on the layoff list for your current job class, location, status (i.e., full-time/part-time/seasonal) and bargaining unit. When positions in your job class become vacant, laid off candidates will be referred in the following order, one name at a time according to layoff points: 1) from the organizational unit in which the vacancy exists; 2) from the department; and 3) from all departments. Use this form to change your layoff rights regarding status and locations, or to restrict the departments to which you wish to be referred. Entries on this form will supersede any prior information. If you want to be considered for rehire in another bargaining unit for this job class, you will have to review current vacancies in *Workplace Alaska* and apply on-line at <http://notes.state.ak.us/jobs>.

To be referred, you must have the same stated conditions as the current vacancy.

If you do not respond to a job inquiry or if you decline a job offer which meets your stated conditions, your name will be removed from the layoff list and you will lose all layoff rights.

Remember, these conditions apply ONLY to the job class and bargaining unit in which you have been laid off. You may update this information by submitting an updated form. The change will be effective only after the form is received and processed by the Division of Personnel and will not affect layoff lists prior to this.

Name	Social Security Number	Job class
<p>LOCATIONS where I will work:</p> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"><input type="checkbox"/> Anchorage</div> <div style="width: 25%;"><input type="checkbox"/> Fairbanks</div> <div style="width: 25%;"><input type="checkbox"/> Juneau</div> <div style="width: 25%;"><input type="checkbox"/> Ketchikan</div> <div style="width: 25%;"><input type="checkbox"/> Other _____</div> <div style="width: 25%;"><input type="checkbox"/> Other _____</div> <div style="width: 25%;"><input type="checkbox"/> Other _____</div> <div style="width: 25%;"><input type="checkbox"/> Other _____</div> </div> <p>If more than 8 "other" locations are desired, please provide the additional locations on a separate sheet of paper.</p>		
<p>STATUS I will accept:</p> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> (A) Permanent full-time <input type="checkbox"/> (B) Permanent part-time <input type="checkbox"/> (C) Permanent seasonal </div>		
<p>DEPARTMENTS: <input type="checkbox"/> I <u>will</u> work for ANY department. <input type="checkbox"/> I <u>will NOT</u> work for the following departments:</p> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"><input type="checkbox"/> Administration</div> <div style="width: 33%;"><input type="checkbox"/> Fish & Game</div> <div style="width: 33%;"><input type="checkbox"/> Natural Resources</div> <div style="width: 33%;"><input type="checkbox"/> Community & Economic Development</div> <div style="width: 33%;"><input type="checkbox"/> Health & Social Services</div> <div style="width: 33%;"><input type="checkbox"/> Public Safety</div> <div style="width: 33%;"><input type="checkbox"/> Corrections</div> <div style="width: 33%;"><input type="checkbox"/> Labor & Workforce Development</div> <div style="width: 33%;"><input type="checkbox"/> Revenue</div> <div style="width: 33%;"><input type="checkbox"/> Education & Early Development</div> <div style="width: 33%;"><input type="checkbox"/> Law</div> <div style="width: 33%;"><input type="checkbox"/> Transportation & Public Facilities</div> <div style="width: 33%;"><input type="checkbox"/> Environmental Conservation</div> <div style="width: 33%;"><input type="checkbox"/> Military & Veterans Affairs</div> </div>		
<p>** MAKE SURE YOU KNOW YOUR LAYOFF RIGHTS. FAILURE TO SUPPLY THIS INFORMATION TO THE DEPARTMENTAL HUMAN RESOURCES OFFICE BY THE EFFECTIVE DATE OF YOUR LAYOFF WILL AUTOMATICALLY PLACE YOU ON THE LAYOFF LIST FOR ANY DEPARTMENT, BUT <u>ONLY FOR YOUR CURRENT LOCATION AND STATUS</u>. Again, list only those criteria under which you would be willing to accept employment.</p>		

Signature _____ Date _____

SUPERVISOR'S MANUAL

11. LAYOFF (continued)

ADDENDUM B

CERTIFIED MAIL

[Name]

[Date]

[Address]

[City, State, ZIP]

Dear [Name]:

I regret to notify you that you will be laid off from your position as [job class] effective at the close of business on [date]. This layoff is a result of [reason] and in no way reflects on your service to the department or to the State.

In accordance with your collective bargaining agreement, a laid off employee may have "bumping rights," i.e., the option to displace the employee with the least number of layoff points in the next lower classification in the class series, provided the laid off employee has more layoff points than the lower level employee. In order to determine which position should be offered to you, the Human Resources Section reviewed layoff points for the incumbents of the following positions:

Classification

Location

PCN

Based on this information, you are being offered the position of [job class] in [location]. If you wish to accept this position, please notify me in writing within ten working days of receipt of this notice, otherwise the offer will be withdrawn. If you do accept the lower level position, you will retain layoff rights to positions in the job class from which you were laid off.

Your layoff status will terminate if you are re-employed in the classified State service at the same or higher salary range or if you are not re-employed by [layoff date plus three years]. In the meantime, your name will be placed on the layoff list for [job class, location and position status in which layoff occurred]. If you wish to change the conditions under which you will accept recall, please complete the attached Conditions of Employment Upon Return From Layoff form and return it to me before the effective date of layoff. If you decline a position which meets the conditions you specify, you will lose your layoff rights.

If your address changes while you are on layoff status, it is important that you notify the Human Resources Section immediately. You should also notify the Division of Personnel of any change of address. When a recall notice is issued, you will have ten calendar days in which to respond regarding your availability for work if you reside within Alaska, 14 calendar days if you reside outside of Alaska. Failure to respond will result in the removal of your name from the layoff list and the loss of your layoff rights. Therefore, it is important that your address be kept current.

Enclosed is information regarding your layoff rights and responsibilities. Please read it carefully. If you have any questions, please feel free to contact me or the Human Resources Manager for assistance.

Sincerely,

[Closing Signature]

Enclosures (2)

cc: Section Supervisor

SUPERVISOR'S MANUAL

11. LAYOFF (continued)

Nearest Union Business Office
Employee Personnel File
Human Resources Section

ADDENDUM C

CERTIFIED MAIL

[Name] [Date]
[Address]
[City, State, ZIP]

Dear [Name]:

Due to [reason], it has become necessary to lay off employees in your organizational unit at a higher level in your job classification series. Your collective bargaining agreement provides employees facing layoff with "bumping rights," i.e., an option to displace the individual in the next lower classification with the least number of layoff points. For your organizational unit, you have the least number of layoff points. Therefore, you will be displaced and laid off if the employee designated for layoff chooses to exercise bumping rights. If this occurs, you will receive official notice of layoff from your position effective [date]. At that time, you will also receive information explaining any bumping rights you may have.

If the employee facing layoff chooses not to accept this option, you will not be displaced. I have asked for a decision within ten working days. Once I have received this decision, I will notify you whether or not we must proceed with your layoff.

If I can be of assistance to you or if you have any questions, please feel free to contact me or the Human Resources Manager.

Sincerely,

[Closing Signature]

cc: Section Supervisor
Nearest Union Business Office
Employee Personnel File
Human Resources Section

11. LAYOFF (continued)

ADDENDUM D

BENEFIT SELECTION AND ACKNOWLEDGMENT FORM

Employees being laid off are able to select specific benefit options. Please refer to the attached information to help ensure your understanding of these options.

Health Insurance

Yes No

☐ ☐ I wish to purchase continued health insurance coverage while on layoff. I have completed the health insurance continuation plan enrollment form and mailed it directly to the carrier with the first month's premium.

Leave

Yes No

☐ ☐ I wish to have federal income tax withheld from my leave payoff at a flat rate of 28 percent.

Yes No

☐ ☐ **LTC**, I wish to retain up to 150 hours of personal leave to be used upon return to work. If "No," all personal leave will be paid in a lump sum.

Recall Options

Yes No

☐ ☐ I wish to be considered for recall to locations other than my current duty station. A Conditions of Employment Upon Return From Layoff form is attached. I understand that the State is not obligated to pay any moving costs associated with a recall from layoff.

I understand it is my responsibility to notify my employer of any change in the information below which occurs while I am on layoff. Failure to do so may affect my layoff rights.

Signature

Date

Printed Name

NOTE TO THE SUPERVISOR: Send this form to the Human Resources Section with other paperwork placing the employee on layoff.

Contact Address and Telephone Number for Recall

My Telephone Number (or message) is: _____

My Mailing Address is: _____

11. LAYOFF (continued)

ADDENDUM D

INFORMATION FOR EMPLOYEES BEING LAID OFF

In anticipation of questions you may have as you face layoff, the following information is being provided. If you have other questions or concerns, please contact the Human Resources Section for assistance.

GENERAL

Upon layoff, your name will be placed on the layoff list for your current job class, location, position status (i.e., full-time, part-time), and bargaining unit. You may expand your layoff rights to other locations and position status types, or restrict the departments to which you will accept recall from layoff. To do so, you must complete and submit the attached Conditions of Employment Upon Return From Layoff form. When filling out this form, be sure the conditions you indicate are truly acceptable to you. Refusing a recall consistent with the conditions you select will result in the loss of your layoff rights.

Any contributions you have in the retirement system remain in the account. SBS may be refunded, if requested, after 90 days in layoff status. Retirement and SBS contributions resume when you return to work. A deferred compensation account will be paid to you unless payment is deferred by requesting deferral from the Division of Retirement and Benefits Division within 60 days of the date of layoff. Deductions for Deferred Compensation may be reinstated after you return to work by submitting a change form to the Division of Retirement and Benefits.

GGU, KK and SU Employees—Your layoff period extends for three years from the date of layoff.

LTC Employees—Your layoff period extends for two years from the date of layoff.

You have layoff rights during the entire layoff period allowed by your contract unless you:

1. are returned to any position in the job class from which laid off;
2. decline a recall offer consistent with your designated conditions of employment;
3. are employed in another job class in the classified service at the same or higher salary range as you held when laid off; or
4. voluntarily resign from State service while you are laid off.

You may also lose layoff rights for failure to respond to a recall notice within ten calendar days of the date of notice if you reside within Alaska, 14 calendar days if you reside outside of Alaska. For this reason, it is very important to notify the department Human Resources Section and the Division of Personnel if your address changes.

Exempt, partially exempt, and nonpermanent employment does not affect your layoff status.

If you are not recalled to employment with the State before the expiration of the layoff period, you will be considered as having terminated without prejudice.

You will not receive retirement credit while you are laid off.

You will not accrue leave nor receive holiday pay while you are laid off.

The date you are eligible for a merit or longevity increase will change and a new anniversary date will be determined when you return to work for the State. If you return to work in the job class or class series from which you were laid off, your anniversary date will be set forward one month for each 23 working days you were laid off.

11. LAYOFF (continued)

If you are hired in a different job class, you will serve a new probationary period and establish a new anniversary date.

The date when your annual/personal leave accrual rate changes will also be set forward one month for each 23 working days you are laid off.

LEAVE **GGU, KK and SU** Employees—You will receive a lump sum payment for your accrued annual/personal leave balance. You may choose to have federal tax withheld from this lump sum leave payment at a flat rate of 28 percent rather than the rate specified on your current W-4. If you wish this option, please indicate on the Benefit Selection and Acknowledgement form (page one of this addendum).

LTC Employees—You may elect to retain up to 150 hours of personal leave to be used upon return to work. If you wish his option, please indicate on the Benefit Selection and Acknowledgement form.

GGU Employees—Your sick leave balance remains intact while you are laid off and will be available for use when you return to State employment. This also applies to **LTC, KK and SU** employees with surplus sick leave accounts (sometimes referred to as medical leave bank). If you do not return to work for the State within the layoff period, you will be considered terminated as noted above and your sick leave or surplus sick leave balance will be canceled.

HEALTH INSURANCE **GGU, KK and LTC** Employees—Your group health insurance coverage will remain in effect through the last day of the month in which you are in pay status. For example, if you were laid off March 4 you would be covered for the entire month of March. If you were laid off March 31, your coverage ends that day and you would **not** be automatically covered for the month of April.

SU Employees—Your group health insurance coverage will remain in effect for 30 days commencing with the first day of layoff status. For example, if you were laid off March 4, you would be covered for the month of March through April 4. If you were laid off March 31, you would be covered through April 30.

Supplemental Benefits (SBS) Insurance—For **GGU** employees, health insurance coverage purchased under the SBS program as an active employee may be purchased while on layoff status. All other SBS insurance coverage will lapse the last day of the month in which layoff occurs.

After the coverage period has lapsed, you will be without health insurance coverage unless you:

- pay the premiums to retain coverage;
- have a spouse whose health insurance plan covers you; or
- return to work in a position covered by a health insurance plan.

If you return to work for the State in a permanent/probationary or long-term nonpermanent position, health insurance coverage resumes the day you return to work.

You have several options for continuing health insurance while laid off. Premium rates are subject to change. You should confirm the rates with your supervisor or the Human Resources Section prior to making a decision about continuing coverage or making premium payments. No partial month premiums are available. If you wish to continue coverage, complete the Leave Without Pay/Layoff Health Continuation Plan enrollment form available at the Division of Retirement and Benefits Web Site (<http://www.state.ak.us/local/akpages/ADMIN/drb/forms/formlist.htm>) and mail it to the provider with your first month's premium within 31 days of layoff. The following options apply to **GGU** employees:

GROUP HEALTH PLAN (80% PLAN) Coverage under this plan is identical to the group plan you have when you are working. The plan includes medical, dental, visual, and audio insurance for you and your eligible dependents.

11. LAYOFF (continued)

GROUP HEALTH PLAN PLUS SBS OPTION I* This plan includes the same benefits as described above and adds all the benefits contained under the SBS Option I plan. You may elect this plan only if you are already enrolled for SBS Option I. The “employee only” or “employee and family” option selected must be the same as your current selection under SBS Option I. Premiums are calculated by adding the SBS Option I premium to the basic group health premium.

SBS OPTION II (80% PLAN)* Coverage for this plan is outlined in the SBS Information Booklet and is for medical coverage only. There are no dental, visual or audio benefits, and there is a \$250 annual deductible per person. Coverage is available for “employee only” or “employee and family.”

The following options apply to **SU** and **KK** employees covered under the Select Benefits Program:

The coverage you are eligible to continue may be equal to or less than the coverage you had as an active employee. You may continue medical only or choose to include dental and/or vision with the medical plan. For example, if you currently have standard medical, dental, or vision, you may elect to continue standard or economy medical (but not premium). In addition, you may elect standard or preventative dental (but not premium) and/or any vision plan. You must elect medical to continue either dental or vision. Coverage options are as follows:

If you choose not to continue the Group Health Insurance Plan while on layoff, your coverage resumes the day you return to work. Coverage for your eligible dependents also resumes the day you return to work, unless they are confined in a hospital or similar institution on that date. In this case, coverage is delayed until they are discharged. SBS coverage resumes on the first day of the month following the deduction of a full months premium.

LTC employees should contact their Health Trust at 1-800-446-3671 for information on continuing health insurance.

LIFE INSURANCE Your group Life Insurance Plan has two options. The first one is the Basic Life Insurance and the other is an Optional Life Insurance plan that you may have selected, and for which you pay the premium. In order to continue the Basic Life Plan coverage, you must send a separate check the first of each month payable to Provident Life and Accident. (Include your social security number and group number W-185 on the check.) If you have previously selected Optional Life Insurance and wish to continue this plan, you may combine the premiums for both the Basic and Optional Life Insurance in a single check.

If you are not sure whether you have previously selected optional life insurance coverage and/or what your premium is, you can tell by looking at your end of the month pay stub. If there is a dollar amount shown in the “Miscellaneous Deductions” field (code 331 LIFE INS), you have optional insurance and the amount shown is the premium.

EMPLOYMENT While on layoff you are entitled to claim Unemployment Insurance (UI) benefits. You should contact the local Department of Labor Employment Service immediately to obtain information and counseling regarding UI benefits. The payoff of your annual/personal leave balance will delay your eligibility for UI benefits.

You may request to be placed on the eligible list as a rehire candidate for lower levels of the class series from which you are laid off. If you are recalled at a lower pay range, you will retain all layoff rights for any remaining portion of the layoff period. If you have any other questions or concerns as you face layoff, please talk to your supervisor or contact the Human Resources Section.



12. PROCESSING SEPARATIONS

Purpose

To provide Department of Administration supervisors and managers with guidelines for processing paperwork when an employee separates from State service or transfers to another State agency.

Authority

Alaska Statute 39.30 (SBS), 39.35 (PERS)

Personnel Regulations 2 AAC 07.395-.425

General Government Unit (**GGU**), Supervisory Unit (**SU**) and Labor, Trades and Crafts Unit (**LTC**) and Confidential Unit (**KK**) collective bargaining agreements.

Background

The State payroll, personnel and benefit systems are affected whenever an employee resigns from State service, transfers to a different position, is dismissed or retires. The employee must complete a variety of documents to close or change payroll and personnel records and to notify the various benefit systems on how to manage the benefit accounts. Likewise, the supervisor must complete certain documents in order to formalize the employee's separation or transfer.

The following chart shows the usual types of separations and the forms required to process each action. A general explanation of the purpose for each form follows the chart.

Procedure

1. Supervisors are responsible for ensuring that separating employees complete the necessary forms. All separation paperwork must be received by the Human Resources Section no later than one working day after the date of separation. Offices outside of Juneau, and those in Juneau that cannot get separation paperwork to the Human Resources Section as required, are to FAX (465-2263) the Request for Personnel Action and the final time and attendance report and/or leave slips to the Human Resources Section by close of business on the final day of work.

When an employee separates from State service there are specific time requirements to issue the final wage and leave payments. When a **GGU** or **KK** employee terminates, their wages, less terminal leave and retirement contributions, become due immediately and shall be paid during business hours no later than the fifth (5th) working day after termination. For **LTC** and **SU** employees, payment must be paid no later than the fourth (4th) working day following termination. Failure to meet these time frames may result in a penalty pay award to the employee. **PX** and **XE** employees do not have specific time requirements.

SUPERVISOR'S MANUAL

12. PROCESSING SEPARATIONS (continued)

2. The supervisor must provide the employee with the proper forms and ensure that the employee is briefed on the purpose of each form and advised of the right to continue medical coverage, if eligible to do so. A variety of plan options are available to employees who desire to purchase medical coverage for themselves and their eligible dependents. Information regarding leaving state employment is available from the Human Resources Section or the Division of Retirement and Benefits Web site:
<http://www.state.ak.us/local/akpages/ADMIN/drb/forms/formlist.htm>
3. The supervisor should prepare an evaluation of the employee's performance prior to the last day of employment. Nonpermanent employees who have worked for less than 30 days do not require an evaluation unless one is determined to be necessary.
4. On the last day of employment the supervisor is responsible for making certain the employee has turned in all building keys, official badges, identification cards, charge cards, elevator pass cards or equipment issued to the employee by the State. Outstanding advances for travel, moving, or education costs must be cleared. The supervisor will also need to determine whether security codes or passwords need to be changed or canceled to protect the continuing security of State data systems.

SEPARATION REQUIREMENTS

Form Identification	Separation Types					
	Addendum Reference	Retirement	End of Temporary/ Nonpermanent Appointment	Inter-Departmental Transfer	Resignation	Death*
Request for Personnel Action (02-006 1/95)	A	R	R	R	R	R
Performance Evaluation Report (02-252)	B	R	C	R	R	O
Time and Attendance Report and Leave Request/Report	C1.C2 C3	R	R	R	R	R
Health Continuation Rights Information Packet	D	R	C		R	
			End of Temporary/	Inter-		

SUPERVISOR'S MANUAL

12. PROCESSING SEPARATIONS (continued)

Form Identification	Addendum Reference	Retirement	Nonpermanent Appointment	Departmental Transfer	Resignation	Death*
PERS/TRS Notice of Termination of Employment (02-1806)	E	R			R**	
PERS/TRS Consent to Refund (02-805)	F				O	
SBS Annuity Benefit Election Form (ABE)	G	R**	R**		R**	
Form of Payment and Benefit Commencement Date/Deferred Compensation (DCP001)	H	O			O	
Annual/Personal Leave Payoff Form	I	O	O		O	

* Refer to Section 5, Employee Benefits, for additional information.

R = Required O = Optional C = Check with Human Resources Section R** = Required if requesting refund or transfer

1. **Request for Personnel Action** —This form serves as a transmittal document advising what kind of personnel transaction is to occur; acknowledges that certain employee and payroll information has been received or submitted; and that State property was cleared prior to the date of separation. This form allows the employee to state the reason for resignation and to provide a permanent mailing address as well as a mailing address for the final pay warrant. Both the supervisor and employee sign the form. The original of the completed form is sent to the Human Resources Section. This form replaces the need for a letter of resignation from the employee.
2. **Performance Evaluation Report** —The supervisor should prepare an evaluation of the employee's performance from the ending date of the last evaluation (or from the first day of service in the position, whichever applies) to the date of separation. The form is signed by the supervisor, the employee, and the division director or designee and sent to the Human Resources Section for final processing. Refer to Section 8, Performance Evaluations, for guidance on the evaluation and appropriate rater's recommendations when an employee is separating.
3. **Department of Administration Time and Attendance Report-Leave Request** — The supervisor must ensure that an overtime eligible employee has completed and submitted a

12. PROCESSING SEPARATIONS (continued)

time and attendance report through the last day of work. If a non-overtime eligible employee took any leave during their last pay period, the leave slip must be submitted to the Human Resources Section for processing along with their final pay. Failure to submit the required documentation may result in untimely payment of final wages. Signed forms should be forwarded to the Human Resources Section.

4. **Health Continuation Rights Information Packet** —When an employee separates from a position that is covered by the State's group health plan, coverage ends on the last day of the month in which the employee worked, or was on medical leave status. **SU** employees receive health insurance for 30 days from their last day worked. Federal law requires the State to notify employees who will lose health insurance coverage because they are separating of their right to continue the same plan by purchasing coverage. This information is provided by the employee's supervisor. Information should also be provided about health conversion plans from which an employee may choose coverage. Forms are available on Retirement & Benefits Website. Refer Labor, Trades and Crafts (LTC) employees who separate to the Health Trust at 276-7611 in Anchorage or (800) 446-3671 for continuation of health insurance information.

Life insurance offered under the group health/life plan (basic and optional), and/or that offered under the SBS plan, may be continued after separation. Supervisors should inform employees that conversion privileges exist and refer them to the Human Resources Section for details. The conversion privilege must be exercised within 31 calendar days of separation.

5. **Notice of Termination of Employment/Refund Application** —This form will advise the Division of Retirement and Benefits to refund the retirement account or request a plan-to-plan transfer once the employee has separated from the Public Employees Retirement System (PERS). The form does not need to be completed if the employee does not request a refund. If completed by the employee, the supervisor must send the form to the Human Resources Section where the employer portion of the form will be completed, certified, and forwarded to the Division of Retirement and Benefits. Refunds are subject to penalty if distributed before age 59 ½.
6. **Consent to Refund** —An employee who is both married and vested or whose PERS benefits are subject to the terms of a Qualified Domestic Relations Order (QDRO) may not receive a refund of the retirement account unless the spouse or other eligible person gives written consent to the refund. This form provides such consent and must accompany the Notice of Termination of Employment form, if applicable. Refund of the employee's account prior to reaching retirement age required under the PERS may subject the employee to federal tax penalties.
7. **Annuity Benefit Election Form—Alaska Supplemental Annuity Plan** —This form must be completed if the employee is requesting a refund or a plan-to-plan transfer. This

12. PROCESSING SEPARATIONS (continued)

form provides the Division of Retirement and Benefits with instructions on how to handle the SBS annuity account when an employee leaves State service. The employee may select from a variety of payment options. There is an initial 90-day waiting period before payment processing begins. The benefit commencement date may be deferred to the future, but not later than the first day of the month following the employee's 70th birthday. Complete benefit details may be found in the Supplemental Benefits System Information Booklet. Refund of the employee's account prior to reaching the age of 59 ½ may subject the employee to federal tax penalties.

If you are married, or were married during the time your contributions were placed in the account, but are now divorced or separated, and have a total account balance greater than \$3,500, you must choose a Joint and Survivor Annuity – with your spouse named as survivor unless you and your spouse, or former spouse, or both, as applicable, complete the waiver in Section D. If a waiver is completed, you can choose any form of payment. You do not need to complete the waiver if your account is \$3,500 or less at the time of application for payment.

8. **Form of Payment and Benefit Commencement Date** —State employees who participate in the Deferred Compensation Program must notify the plan administrator if they wish to receive payment of the benefit. An employee may also designate a deferral of the benefit to a date not later than the first day of the month following their 70th birthday. The employee should be aware of federal tax obligations that may result by electing to commence the benefit payment. This form may be obtained from the Division of Retirement and Benefits and returned directly there for processing. At the time of separation an employee may have their normal deferred compensation deduction or an additional amount equal to the allowable maximum for the year. Employees must inform the Division of Retirement and Benefits in writing and prior to separation to arrange for these deductions.
9. **Annual/Personal Leave Payroll Form**—If an employee has more than one month of leave, they may elect to have the lump sum taxed at 28% by submitting this form.

All the forms are available at the Department's Human Resources Section Website:
<http://www.state.ak.us/local/akpages/ADMIN/das/hrs/separat.htm>



13. PAY ADMINISTRATION

Purpose

To provide Department of Administration supervisors and managers with procedures and guidelines for step placement and pay increase issues; requesting approval of advance step placement; appointing an employee to act in a higher range; as well as information on common types of premium pay and overtime, pay problems, travel time, and compensatory time.

Authority

Alaska Statute 39.25.150(2) and (18), Alaska Statute 39.27.025

Alaska Administrative Manual, Section 200.00-360.00

Personnel Regulations 2 AAC 07.320, 325-345, 390

Fair Labor Standards Act

General Government Unit (**GGU**), Supervisory Unit (**SU**), Confidential Unit (**KK**), Labor Trades and Crafts Unit (**LTC**) collective bargaining agreements.

1. Advance Step Placement

Advance step placement for initial appointment to the classified or partially exempt service or the appointment of a current classified or partially exempt employee to a lower class not in the same class series must be based on exceptional qualifications of the appointee and/or difficulty in recruiting for the position.

All requests for advance step placement for classified employees must be approved by the Human Resources Manager prior to the date of appointment. Requests for advance step placement upon initial appointment in the partially exempt service must be approved by the commissioner of the Department of Administration prior to the date of appointment. Managers and supervisors should request advance step placement as soon as it becomes an issue in order to avoid any delay in the appointment process. The supervisor must not promise the appointee any step other than A unless approval for another step has already been granted in writing. Advance step placement is treated as an exception and sufficient justification must exist in order to be approved.

The **GGU**, **SU**, and **KK** contracts and personnel regulations provide for advance step placement. There is no provision for advance step placement under the **LTC** contract.

A. Justification for Advance Step Placement Consideration

- (1) Exceptional qualifications must be demonstrated using the following criteria:

13. PAY ADMINISTRATION (Continued)

- a. education and/or experience of the appointee must substantially exceed the minimum qualifications for the job class and that of other candidates ranked the same or higher on the eligible list; and
- b. the exceptional qualifications must be of particular benefit in the position.

(1) Difficulty in recruiting for a position must be demonstrated in one of the following ways:

- a. recruitment efforts produced fewer than five interested and available applicants (continuous open recruitment alone is not sufficient justification for advance step placement); or
- b. out-of-state recruiting produced fewer than five interested and available applicants.

A. What Step May be Authorized

- (1) For each complete year of experience at a level higher than that needed to qualify for the job class, and for each earned and related college degree above the degree requirement, steps up to and including C step may be authorized.
- (2) When difficulty in recruiting is the sole reason for considering advance step placement, steps up to and including C step may be authorized.
- (3) When recruiting difficulties and exceptional qualifications exist together, higher steps up to and including F step may be authorized.
- (4) Alaska Statute 39.27.022, the longevity statute, does not allow advanced step placement beyond F step, regardless of exceptional qualifications or recruiting difficulty.

A. Requesting Advanced Step Placement

- (1) When requesting advanced step placement using the exceptional qualifications criteria, the requestor must:
 - a. Assure the eligible list has been worked

13. PAY ADMINISTRATION (Continued)

properly.

- b. Review the application of the appointee and applications of other candidates ranking equal to or higher than the appointee on the eligible list to determine if the qualifications of the appointee substantially exceed other candidates.
- c. Review the Position Description (PD) to verify that the appointee's exceptional qualifications are relevant to the position.
- d. Prepare a memorandum of justification from the division director to the human resources manager, comparing the appointee's education and experience to that of other candidates, explaining the particular benefits the appointee will provide in the position, and stating the desired step. When both difficulty in recruitment and exceptional qualifications exist, the memorandum of justification must address both issues.
- e. Attach copies of the worked eligible list and applications for the appointee and other available and interested candidates ranked equal to or higher than the appointee.
- f. Forward the memorandum and attachments to the human resources manager. The requestor will be notified of the human resources manager's decision.

(1) When requesting advanced step placement because difficulty in recruitment exists, the requestor must:

- a. Prepare a memorandum from the division director to the human resources manager summarizing the dates and types of active recruitment, the results recruitment produced, and stating the desired step. When both difficulty in recruitment and exceptional qualifications exist, the memorandum of justification must address both issues.
- b. Attach a copy of the worked eligible list.
- c. Forward the memorandum and attachment to the human resources manager. The requestor will be notified of the human resources manager's decision.

When requesting advance step placement for a partially exempt employee

13. PAY ADMINISTRATION (Continued)

the memorandum of justification outlining the appointee's exceptional qualification and/or difficulty in recruitment should be addressed to the Commissioner of Administration through the Human Resources Manager. The requestor will be notified of the Commissioner's decision.

Because the human resources manager can only approve advance step placements prior to appointment of the employee, supervisors and managers must allow adequate time to prepare their request and have it reviewed in the human resources office. Advance step placement requested after the employee begins work cannot be approved.

1. General Step Placement

Guidelines for step placement when a personnel status change occurs are defined in personnel regulations and collective bargaining agreements and are summarized in this section. Supervisors and managers should also refer to Section 9, Status and Salary Changes, for paperwork requirements on salary or status change actions.

A. Rehire

"Rehire rights" is a technical term describing a classified employee's right to be rehired without having to be selected from a ranked eligible list. Partially exempt employees do not have rehire rights as described below.

- (1) A former **GGU**, **SU** or **KK** permanent/probationary employee has "rehire" rights when re-employed in the same job class, a parallel job class, or a lower class in the same class series within two years (three years for **KK**) of the date of separation. The employee must have separated in good standing. Contact the Human Resources Section for determination of a parallel job class.

In these circumstances, the former employee may be hired at any step up to and including the last step which had been earned and granted. For example an employee who separated while holding D step in the salary range may be rehired at step D, C, B or A, at the discretion of the supervisor. The supervisor does not need approval from the human resources manager for step placement of a rehired employee. However it will be necessary to call the Human Resources Section to verify which step was last earned and granted, that the employee separated in good standing within the last two years (or three for **KK**) and that there are no layoff employees or injured workers.

Alaska Statute 39.27.022, the longevity statute, does not allow placement beyond step F upon rehire, regardless of whether a former employee had earned a longevity step.

13. PAY ADMINISTRATION (Continued)

An employee rehired under this section must serve a new probationary period. If rehire occurs above step A, the employee will not be eligible for merit increase consideration until the 16th day of the month following the completion of one year in the job class. Such rehires must serve seven years of continuous State service, with two years at step F, before a longevity increase may be granted.

A former **LTC** employee rehired into a job class in which they held permanent or probationary status for a period of six consecutive months within two years immediately preceding their rehire shall be moved from step A to step B after 30 calendar days. If the employee is on leave without pay while at step A, the movement to step B will be delayed one day for each day of leave without pay.

A. Transfer

The salary step (including longevity increments) of permanent or probationary employees moving laterally from one position to another in the same salary range remains unchanged. This applies to lateral movement in the same or parallel class, or an unrelated class assigned the same salary range. When moving to an unrelated class assigned the same salary range, there is a new probationary period and merit anniversary date. Contact the Human Resources Section for determination of a parallel class.

B. Salary Range Changes

When a class of positions moves from one pay range to a higher pay range, the salary of all employees in the class is assigned to the same step in the new range as was held in the old range, with no change in merit anniversary date.

C. Promotion

(1) A **GGU, SU** or **KK** permanent/probationary employee who has served less than one-half of the time required to be considered for the next step increase shall, upon promotion to a position in a higher salary range, be placed at step A or such other step as will provide an increase of one step, whichever is greater. A **PX** employee's salary must be equal to the salary of the lowest step at the higher range that provides at least the salary provided by a one-step increase in the range of the class from which promoted.

(2) A **GGU, SU** or **KK** permanent/probationary employee who has served one-half or more of the time required to be considered for the

13. PAY ADMINISTRATION (Continued)

next step increase shall, upon promotion to a position in a higher salary range, be placed at step A or such other step as will provide an increase of at least two steps, whichever is greater. A **PX** employee who has served one-half or more of the time required for consideration for a step increase in the class from which promoted must receive a salary closest to a two-step increase in the range of the class from which promoted.

- (3) Any promoted employee entering a new range at a longevity increment shall be treated as if that longevity step had been earned in the new range and further increments are granted accordingly.
- (4) When the employee changes bargaining units or leaves a bargaining unit upon promotion, the rate on the salary schedule which represents the one-or two-step increase as explained in (1), and (2) above, shall be located on the promoted employee's former salary schedule. The employee shall be placed at the step in the new range, on the new salary schedule, which comes closest to the dollar amount as determined in (1) or (2) above.
- (5) If an **LTC** employee is moving to **GGU, SU, KK**, or vice versa, step placement is determined by the Division of Personnel on a case-by-case basis.
- (6) An **LTC** employee at step A promoted to a higher wage grade will move to step A in the new wage grade. An employee promoted while at steps B or C will be placed at the lowest step in the new wage grade which provides an increase equal to the next step in the former wage grade. Employees at step D will be placed at the lowest step in the higher wage grade that equals or exceeds three percent over step D of the wage grade from which promoted.

A. Demotions

A demotion for purposes of this section is movement from a job class with a higher salary range to a job class in a lower salary range within the same class series or a parallel class. The human resources manager determines parallel classes. The demotion may be voluntary or involuntary.

When an employee accepts a position in a lower class which is not closely related or in the same class series, it is not considered a demotion. Step placement is at step A. Higher step placement may be approved by the human resources manager based on exceptional qualifications and/or recruitment difficulties. The procedure is the same as advance step placement discussed in 1.A.(1) above. The human resources manager also determines what is a related job class.

13. PAY ADMINISTRATION (Continued)

(1) Voluntary Demotion

- a. Voluntary demotion step placement is based on creditable State service or at a higher step based on exceptional qualifications as determined and approved by the human resources manager. Creditable State service as defined by the Division of Personnel is "classified permanent/probationary State employment of acceptable quality which demonstrates progressively greater value to the State as this phrase has been interpreted in granting pay increases, and is at or above the salary range of the job class to which the employee is moving."
- b. An **LTC** employee shall enter the new wage grade at the step that best reflects creditable State service at or above the wage grade to which demoted.
- c. Contact the Human Resources Section for assistance in determining step placement based on creditable State service.

(1) Involuntary Demotion

If a **GGU**, **SU**, or **KK** permanent/probationary employee or a **PX** employee is demoted for cause, the employee's step placement must remain unchanged or be set at another step in the range as approved in advance by the human resources manager.

A. Reallocation of Job Class

The salary step of an **GGU**, **SU**, **KK**, **LTC** or **PX** employee whose position is reallocated from one class to another class at the same salary range shall remain unchanged.

The salary of a **GGU**, **SU**, **KK**, **LTC** or **PX** employee whose position has been assigned to a lower pay range or reallocated to a class at a lower pay range will be paid as follows:

- (1) If the current salary is the same as a step in the new range (excluding longevity steps unless earned), the employee will enter the new range at that step.

13. PAY ADMINISTRATION (Continued)

- (2) If no step in the lower pay range provides the same salary, F step must be assigned and the salary remains frozen at the former rate until an earned merit step advancement or other adjustments to the compensation plan cause the rate for the step to exceed the frozen rate.
- (3) For **PX** and **LTC** employees, the frozen rate is paid for two years at which time it will revert to the rate for the assigned step.

1. Pay Increases

A. Granting a Step Increase (**GGU**, **SU**, **KK**, **PX**)

Pay increases (steps B, C, D, E, and F) are established by the personnel regulations or applicable collective bargaining agreement and are referred to as either merit increases or performance incentives. Movement through these steps is accomplished by the award of a merit increase on the merit anniversary date. The merit anniversary date for classified employees is the 16th of the month following completion of probation and annually thereafter. However, personnel actions such as demotion or promotion may change the merit anniversary date. Also, the merit anniversary date is moved forward one calendar month for each 23 days of leave without pay. The merit anniversary date for **PX** employees is determined as if the employee served a probationary period.

- (1) A one step merit increase may be granted to **GGU**, **SU**, **KK**, or **PX** employees who have received an overall performance evaluation of acceptable or above, and have demonstrated satisfactory service of a progressively greater value to the State. A rating of acceptable or higher does not guarantee an employee a merit increase. Both the **GGU** and **SU** contracts clarify the meaning of “progressively greater value”.
- (2) A two step increase may be granted to **PX** employees when they have met the above conditions and the employee’s overall performance evaluation is rated as outstanding.
- (3) If all the criteria for awarding a merit increase have been met, the employee is entitled to a merit increase. The rater’s recommendation to grant the merit increase will be made on the performance evaluation report. Refer to Section 8, Performance Evaluations, for specific information.

13. PAY ADMINISTRATION (Continued)

A. Denying a Merit Increase (GGU, SU, KK, PX)

If all the criteria for awarding a merit increase have not been met, the employee is not entitled to a merit increase. In the space for the rater's recommendation on the performance evaluation report form, the rater will write, "not recommended for a merit increase." Refer to Section 8, Performance Evaluations, for specific information. It may also contain a statement "reevaluate in _____ days." The step may be granted on the 16th day of the month following completion of a performance evaluation confirming that the employee has met the applicable criteria. The interval of time before reevaluation will vary depending upon the circumstances. Continuous low acceptable or unacceptable performance may also call for disciplinary action or dismissal.

B. Withdrawing a Step (GGU, SU, KK, PX)

If an employee's performance has become less than acceptable, the supervisor may withdraw a salary step. The procedures for doing so are set forth in collective bargaining agreements and personnel regulations. If there are questions, contact the human resources manager.

C. Longevity Step Increases

Longevity increments, those designated as steps J, K, L, and M on the salary schedule are provided under AS 39.27.022 and in most collective bargaining agreements. Employees are eligible for longevity when two criteria are met: (1) prescribed length of service, and (2) an acceptable performance rating.

To meet the length of service requirement the employee must have worked for the State for seven continuous years, have been at the F step of a given range for at least two years (J), four years (K), nine years (L), or thirteen years (M). The conditions for length of service may be met simultaneously. For example, an employee rehired at step F will have been at step F continuously for seven years when condition (1) is satisfied and will go directly to the second longevity increment (K).

An employee who has met the prescribed length of service and received a performance evaluation with an overall rating of acceptable or better will be given a longevity increase.

Longevity step placement can be complex when employees move from one salary range to another or from one bargaining unit to another. Supervisors and managers should confirm longevity increase dates with the Human Resources Section.

D. LTC Service Bonus Steps

13. PAY ADMINISTRATION (Continued)

Each new **LTC** employee enters at step A and remains in the step for 6 months at which time the employee is automatically placed at step B. The movement from step A to Step B shall be extended one month for each 23 working days of leave without pay in a leave year.

Service bonus steps C and D are awarded in subsequent years as prescribed by the contract. The requirements are seven years (C) or nine years (D) of continuous probationary/permanent service with the State and two years at the previous step.

The provisions of AS 39.27.022, the longevity statute, do not apply to **LTC** employees. Service bonuses are not tied to performance evaluations; however, **LTC** employees are to be evaluated at the end of the probationary period and annually thereafter.

1. Acting in a Higher Range

Collective bargaining agreements and personnel regulations allow employees to be temporarily assigned the duties and receive the salary of a higher level position. Supervisors and managers should review contractual provisions, personnel regulations, and the following procedures in order to determine when it is appropriate to consider having an employee act in a position paid at a higher range.

An appointment to act in a higher range is:

- (1) a temporary exception to the classification and pay plan;
- (2) not intended to sidestep or circumvent the competitive examination process or advantage a candidate applying for the position;
- (3) not intended to sidestep the classification process; and
- (4) to be used only when other alternatives have been considered and were not viable.

Supervisors should consider all alternatives before delegating authority to act in a higher range. The State is not required to make such assignments each time a higher level employee is absent.

It is not cause for disciplinary action if an employee declines a delegation to act in a higher range.

Employees do not have to be on the eligible list in order to be appointed to act in a higher range, however, specific licensing requirements cannot be waived.

13. PAY ADMINISTRATION (Continued)

Employees covered by collective bargaining receive credit in the application process for time served at a higher level. The service does not automatically qualify them for placement on the eligible list.

A. Procedure

- (1) A copy of the written delegation to act in a higher range is sent to the Human Resources Section within two days of the action so salary adjustments can be made at the proper time. A sample delegation notification is included as Addendum A. The supervisor must track the time frames and notify the employee when the ending date of the acting appointment is near and that the employee will be returned to the normal rate of pay.
- (2) The terms of the acting appointment (when it starts, when it ends, and what is expected) must be given to the employee in writing, with a copy to the Human Resources Section.
- (3) Employees should be instructed to indicate on their time and attendance report that they are in acting status.
- (4) Written requests for extensions of acting appointments must be submitted to the human resources manager at least ten calendar days prior to the ending date. If approval has not been received by the deadline, the employee must be removed from acting status and returned to normal duties. All requests for extensions must be initiated by the affected division director or designee.

A. Provisions for Acting in a Higher Range

The following is a summary by collective bargaining agreement of procedures for appointing an employee to act in a higher range.

- (1) **GGU Employees**
 - a. Employees must receive prior written delegation from the employee's division director or designee to perform essentially all of the duties of a specific position.
 - b. Employees must be in acting status for more than 15 consecutive calendar days after which they are paid at the step of the higher range that would be appropriate in the case of promotion. Pay will be retroactive to the first day the employee

SUPERVISOR'S MANUAL

13. PAY ADMINISTRATION (Continued)

entered acting status.

- c. The acting appointment cannot exceed the absence of the incumbent or 60 calendar days, whichever comes first. If the incumbent's absence is more than 60 days an extension may be requested as described above.
- d. Employees must be informed that sick or annual leave used or cashed in is at the employee's regular rate of pay. An employee's acting status must be noted on the time and attendance report.
- e. The **GGU** agreement provisions are used when a **GGU** employee is appointed to act in a higher range, regardless of whether the higher range position is in another bargaining unit or not in a bargaining unit.
- f. Employees receive pay on the **GGU** salary schedule and retain overtime eligibility if their original position is overtime eligible.

(1) **SU** Employees

- a. The authority to perform the full duties of a specific higher level position must be delegated to the employee in writing by the supervisor, with a copy to the Human Resources Section.
- b. Employees must be in acting status for more than ten consecutive working days after which they are paid at the step of the higher range that would be appropriate in the case of promotion. Such pay will be retroactive to the first day the employee entered acting status.
- c. If the acting appointment exceeds 60 days, the Division of Personnel must be notified in writing of the anticipated duration of the acting appointment.
- d. Personal leave used or cashed in is at the employee's regular rate of pay. An employee's acting status must be noted on the time and attendance report.
- e. The **SU** agreement provisions are used when

SUPERVISOR'S MANUAL

13. PAY ADMINISTRATION (Continued)

an **SU** employee is appointed to act in a higher range, regardless of whether the higher range position is in another bargaining unit or not within a bargaining unit.

- f. **SU** employees receive pay on the **SU** salary schedule and retain overtime eligibility if their original position is overtime eligible.

(1) **KK** Employees

- a. The authority to perform essentially all the duties of a specific position in a higher range must be delegated to the employee in writing by the supervisor, with a copy to the Human Resources Section.
- b. Employees must be in acting status for more than 15 consecutive calendar days after which they are paid at the step of the higher range that would be appropriate in the case of promotion. Pay will be retroactive to the first day the employee entered acting status.
- c. The acting appointment cannot exceed the absence of the incumbent or 60 calendar days, whichever comes first. If the incumbent's absence is more than 60 days, an extension may be requested as described above.
- d. Personal leave used or cashed in is at the employee's regular rate of pay. An employee's acting status must be noted on the time and attendance report.
- e. The **KK** agreement provisions are used when a **KK** employee is appointed to act in a higher range, regardless of whether the higher range position is in another bargaining unit or not in the bargaining unit.
- f. Employees receive pay on the **KK** salary schedule and retain overtime eligibility if their original position is overtime eligible.

(1) **LTC** Employees

- a. Employees directed by the employer to work at a higher rated wage grade for a minimum of three hours will be paid at the higher wage grade for the entire shift.

13. PAY ADMINISTRATION (Continued)

b. If the work at the higher rated wage grade extends beyond 30 days, there will be a change in the employee's classification unless the employee is temporarily substituting for another employee who is absent, provided the employee substituting is the most senior qualified employee available.

c. The **LTC** contract provisions apply only to positions and employees within the bargaining unit.

(1) **PX** employees

a. The authority to perform essentially all the duties of a specific position in a higher range must be delegated in writing by the Commissioner of the Department of Administration.

b. Employees must be in acting status for more than 30 consecutive calendar days after which they are paid at the step of the higher range that would be appropriate in the case of promotion. Such pay will be retroactive to the first day the employee entered acting status.

c. The acting appointment cannot exceed the absence of the incumbent, or 60 consecutive calendar days, whichever comes first. If the incumbent's absence is more than 60 days an extension may be requested as described above.

d. The personnel regulations are used when a **PX** employee is appointed to act in a higher range, regardless of whether the higher range position is in a bargaining unit or not within a bargaining unit.

e. **PX** employees receive pay on the **PX** salary schedule and retain overtime eligibility if their original position is overtime eligible.

1. Premium Pay

Common types of premium pay include shift differential, standby, recall, lead, and hazard pay. Premium pay is paid in addition to the employee's base salary or hourly rate. Supervisors and managers must inform employees under what conditions premium pay will occur and ensure proper authorization and reporting on the time and attendance form.

13. PAY ADMINISTRATION (Continued)

A. Shift Differentials

- (1) A **GGU, SU, KK** or **PX** employee who works a swing shift beginning between 12 noon and 7:59 p.m. is entitled to an additional 3.75 percent of the annualized hourly rate for all time worked. An overtime eligible employee is entitled to the additional 3.75 percent times the time and one-half overtime rate for any overtime hours worked on the swing shift (hourly rate x 1.5 x .0375).

LTC employees follow the same swing differential rules above except the starting time of a swing shift for **LTC** begins at 11:00 a.m.

- (2) A **GGU, SU, KK, PX** or **LTC** employee who works a grave shift beginning between 8:00 p.m. and 5:59 a.m. is entitled to an additional 7.5 percent of the annualized hourly rate for all time worked. An overtime eligible employee is entitled to the additional 7.5 percent times the time and one-half overtime rate for any overtime hours worked on the grave shift (hourly rate x 1.5 x .075).

The payment of shift differential is provided for in either collective bargaining agreements or AS 39.27.025.

The beginning time of the employee's regularly assigned shift determines whether the shift differential is paid. For example, if an employee who regularly works the day shift is assigned to work additional hours beginning at 8:00 p.m., the additional hours worked are paid at the employee's regular rate, and no shift differential is appropriate.

A. Lead Pay

Only the **LTC** contract provides for the following kinds of premium pay:

- (1) When four or more employees (except laborers, custodians and helpers in a variety of job classes performing unskilled or semi-skilled work in public buildings) are working on the same shift as a crew, one shall be selected as the working leader.
- (2) When eight or more employees are on the same shift as a crew in one area, one shall be selected as a nonworking foreman.
- (3) An employee authorized to act as a working leader is paid an additional 75 cents per hour over their base rate for all such hours of leading other workers. An employee authorized as a nonworking foreman

SUPERVISOR'S MANUAL

13. PAY ADMINISTRATION (Continued)

shall be paid an additional \$1.50 per hour above the base hourly rate for all such hours acting as a foreman.

- (4) Authorization for such appointments will be the right of management.

A. Hazard Pay

- (1) A **GGU**, **SU** or **LTC** employee is eligible for hazard pay under the following working conditions. There is no provision for hazard pay for **KK** or **PX** employees.

- a. working at heights of more than 25 feet above the ground on towers, bridgework, or antennae;
- b. handling explosives or related activity so designated by the employer;
- c. transportation by helicopter required by the employer;
- d. direct involvement in the clearing of an avalanche from the roadway (limited to equipment operators and spotters).

In addition to the above working conditions, **GGU** and **SU** employees are also eligible for hazard pay when working from low-altitude, light fixed-wing aircraft (except pilots) and underwater diving.

- (1) Hazard pay is reported in four-hour increments and is paid at 7.5 percent of the annualized hourly rate. The four-hour increment begins when the employee begins to work under one of the above-mentioned conditions. An increment ends four clock hours after it begins (regardless of the employee's official work hours).

All hazardous duty performed during the time covered by a four-hour increment is considered compensated by the single four-hour payment, whether the employee is in continuous hazardous duty during the four-hour period or the employee spends separate portions of the four-hour period in hazardous duty status.

If additional work under hazardous conditions is performed after the expiration of a four-hour hazard pay increment, a new hour-hour hazard pay increment begins and the employee is compensated accordingly.

13. PAY ADMINISTRATION (Continued)

A. Standby Pay

- (1) When **GGU**, **SU** or **KK** employees are directed to remain at home or to periodically report their whereabouts and be available for immediate duty, their names are placed in standby status or on a standby roster. **GGU** and **KK** employees will be compensated an additional 10 percent of 7.5 times the employee's annualized hourly rate for each calendar day, or portion of a calendar day, assigned to standby status or to a standby roster.
- (2) **SU** overtime eligible employees shall receive an amount equal to $\frac{3}{4}$ of one hour's pay at the hourly base rate. Overtime ineligible **SU** employees shall receive 1.25 hours pay for each calendar day or portion of a calendar day of such assignment.
- (3) **LTC** employees are assigned to an "on call" roster when directed to remain at home or to report their whereabouts periodically and be available for immediate duty. Employees are paid one straight time hour for each calendar day or portion of a day assigned to an on call roster.

E. Recall

- (1) An overtime eligible **GGU**, **SU** or **LTC** employee who is called back to work within four hours of the end of the shift is entitled to overtime pay for any hours worked, whether or not the employee has met the minimum workweek requirement for overtime.
- (2) An overtime eligible **GGU**, **SU**, or **LTC** employee who is called back to work later than four hours after the end of the shift is entitled to four hours of overtime pay for any hours worked, whether or not the employee has met the minimum workweek requirement for overtime. If total recall hours exceed four, the employee shall receive overtime pay for all recall hours worked.

Recall is distinguished from additional work that is scheduled in advance. Additional work that is scheduled in advance is not treated as recall even if there is a break between the end of the regular shift and the beginning of the additional work hours. The employee must meet the minimum workweek requirement before overtime is paid.

There is no provision for recall pay for **KK** and **PX** employees.

13. PAY ADMINISTRATION (Continued)

1. Overtime

A. Who is Eligible?

- (1) All hourly-paid employees are considered eligible for overtime.
- (2) All **LTC** employees are considered eligible for overtime.
- (3) **GGU, SU, KK, PX** and **XE** employee's overtime eligibility is determined in accordance with the Fair Labor Standards Act (FLSA).

A supervisor can verify overtime eligibility by contacting the Human Resources Section. A supervisor who is uncertain as to whether a position should be overtime eligible can request that the position be reviewed for overtime eligibility by the human resources manager. In this circumstance an updated position description must be prepared and forwarded to the Human Resources Section.

A. What Work is Paid at an Overtime Rate?

(1) **GGU Employees**

Full and part-time overtime eligible **GGU** employees receive overtime pay only for hours worked in excess of 37.5 in the workweek. The workweek is defined as "37.5 hours in pay status from Sunday midnight to Sunday midnight within a maximum of five consecutive days. All full-time employees are guaranteed a full workweek. All employees will be entitled to two consecutive days off each week."

- (a) A **GGU** overtime eligible employee who regularly works a 37.5 hour week shall receive overtime for hours worked in excess of 37.5 hours of work in the workweek.
- (b) A **GGU** overtime eligible employee who works on a day designated as a holiday will be paid time and one-half for all hours worked regardless of meeting the minimum workweek requirement.

(1) **LTC Employees**

- (a) Full and part-time **LTC** employees shall be paid overtime for all hours of work in excess of eight hours in one

13. PAY ADMINISTRATION (Continued)

day and 40 hours of work in one week. Between 7.5 and 8, and 37.5 and 40, compensation will be at the straight-time rate.

- (b) A full-time **LTC** employee will receive overtime for work performed on the first or second regularly scheduled day off.
- (c) A full-time **LTC** employee will receive double-time for all work performed on the seventh consecutive day of work.
- (d) All hours worked on a holiday will be paid at the overtime rate.

A workweek for an **LTC** employee is defined as “37.5 hours within five consecutive days and all permanent full-time employees are guaranteed a full workweek, provided they are ready, willing and able to work; unless suspended, on layoff or on leave without pay.”

(1) **SU, KK and PX employees**

Overtime eligible **SU, KK and PX** employees receive overtime pay only for hours worked in excess of 40 hours of work in the workweek. The workweek is defined as “37.5 hours in pay status from Sunday midnight to Sunday midnight within a maximum of five consecutive days. All full-time employees are guaranteed a full workweek. All employees will be entitled to two consecutive days off each week.”

- (a) An overtime-eligible employee who works in excess of 40 hours in a workweek will be paid overtime for hours in excess of 40. Between 37.5 and 40 hours, compensation will be at the straight-time rate.
- (b) An **SU** or **KK** overtime eligible employee who works on a day designated as a holiday will be paid overtime for all hours worked regardless of meeting the minimum workweek requirement. **PX** overtime eligible employees will receive straight-time compensation for hours worked on a holiday in addition to holiday pay provided by 2 AAC 07.810.

A. Overtime Request/Authorization Procedures

All overtime must be approved by the supervisor in advance of the overtime being worked. Overtime eligible employees who work overtime without prior

SUPERVISOR'S MANUAL

13. PAY ADMINISTRATION (Continued)

authorization may be insubordinate and create a financial liability for the State. Discipline may be appropriate for both the employee working the unauthorized overtime and the supervisor who has allowed the situation to occur.

B. Reporting Overtime

Overtime is reported on the time and attendance report form for each pay period. The supervisor should initial all overtime hours on the time and attendance report to indicate written approval.

C. Miscellaneous Considerations

Overtime for **GGU, KK, SU** and **PX** is calculated and paid based on the number of hours worked after the employee has reached 37.5 or 40 hours of work (not for leave taken after meeting that threshold). No overtime pay is due unless the employee actually performs work after satisfying the minimum workweek. Human Resources Section staff will carefully monitor overtime worked and leave used during the same workweek to ensure overtime is properly paid and that the leave account is correctly charged. In cases where the overtime/leave must be changed, an explanation of the transaction will be sent to the employing division's timekeeper who will be responsible for discussing it with the supervisor. It is the supervisor's responsibility to discuss changes with the employee.

Alternative workweeks which affect the calculation of overtime are established only through a letter of agreement with the appropriate union and the State.

7. Pay Problems

The State pays employees on a semi-monthly basis. The official paydays are the 15th and the last day of the month. In order to ensure a timely arrival of warrants on payday, payroll warrants are mailed early in order to arrive on the official payday. Employees may have payroll warrants mailed to an address of their choice, or electronically deposited into a bank or credit union. In Juneau, employees may have their warrant or remittance statement delivered to the work site.

A. Pay Shortages or No Pay

If an employee believes a payroll warrant is in error, or does not receive a warrant, the employee should be advised to follow these procedures:

- (1) Verify that the time and attendance report was filled out correctly and submitted to the proper timekeeper. If not, an amended time and attendance report should be completed, signed by both the employee and supervisor, and sent to the Human Resources Section with a notation explaining the discrepancy. The time and attendance report must be clearly

SUPERVISOR'S MANUAL

13. PAY ADMINISTRATION (Continued)

marked "amended." The Human Resource Section will issue the payment at the earliest possible time.

- (2) For other discrepancies the supervisor or employee may contact the Human Resources Section to make arrangements for payment at the earliest possible time.

- (3) A **GGU**, **SU**, **KK** or **LTC** employee may complete an Employee Notice of Pay Problem (Form 02-091, Addendum B) and send it to the Human Resources Section. Both the employee and supervisor must sign and date the form. A complete and detailed explanation of the pay problem must be written legibly, or typed, in the explanation section.

Supervisors should FAX a copy of this form to the Human Resources Section at 465-2263 as soon as it is received and reviewed.

- (4) Once the pay shortage as described on the Notice of Pay Problem form has been verified by the Human Resources Section, the pay procedures below apply.

- (a) **GGU**—"Pay no later than 15 days. If the pay shortage is \$100 or more, penalty pay applies for late payments. Pay shortages of less than \$100 shall be paid on the next regular payroll warrant."

- (b) **SU**—"If the pay shortage is \$20 or more, pay within 10 working days. If the pay shortage is less than \$20, pay on the next regularly scheduled paycheck."

- (c) **LTC**—"If the pay shortage is \$25 or more, pay no later than 15 days. If the pay shortage is less than \$25, pay on the next regularly scheduled paycheck or within the 15-day time frame, whichever is later. Penalty pay applies for late payments."

- (d) **KK**—"Pay shortages shall be paid no later than 15 days after verification of a written complaint. Pay shortages of \$100 or less shall be paid on the next semimonthly payroll." Penalty pay applies to late payments.

A. Lost Paycheck

An employee who was issued a payroll warrant but did not receive it, or received it and it was subsequently lost or destroyed, should contact the Human Resources Section so a stop payment/reissue action can be initiated.

13. PAY ADMINISTRATION (Continued)

Once the stop payment/reissue process begins and the original warrant is received or located, it cannot be redeemed. The face of the warrant must be clearly marked “**Void**” and immediately returned to the Human Resources Section.

A replacement warrant will be sent to the employee at the earliest possible time. The stop payment/reissue process generally takes two working days from receipt of the request by the Human Resources Section

B. Penalty Pay

When a **GGU**, **KK**, or **LTC** employee fails to receive a payroll warrant as scheduled, the penalty pay provisions of each agreement may apply, provided the employee has completed the Employee Notice of Pay Problem form as required. Failure by the employee to submit a time and attendance report in a timely manner may negate penalty pay. In **GGU**, **LTC** and **KK**, penalty pay is \$40 per day for each day the warrant is late, up to a maximum of \$400.

When a **SU** or **LTC** employee terminates, wages are due no later than four working days from the date of termination. When a **GGU** or **KK** employee terminates, wages are due no later than five working days from the date of termination. If the termination pay warrant is not issued within these time frames penalty pay may be due.

Penalty pay is normally charged to the employee's division. Supervisors are required to closely monitor submission of correct time and attendance reports and termination paperwork and employee Notices of Pay Problem in an effort to reduce the department's liability for penalty pay.

8. Travel Time

Whether time spent in travel status is compensable is governed by the Fair Labor Standards Act (FLSA) for **GGU**, **SU**, **KK**, **LTC** and **PX** overtime eligible employees.

A. FLSA Travel—“All in a Day's Work”

Travel which encompasses leaving and returning to the duty station on the same day is called “all in a day's work.”

(1) Noncompensable Travel

Employees are **not eligible** for compensation for:

- a. traveling from the employee's residence (home, hotel, etc.) to the airport, ferry terminal, etc., or vice versa;

13. PAY ADMINISTRATION (Continued)

and

- b. meal breaks (one-half hour, or longer) while in travel status.

(1) **Compensable Travel**

Employees **are eligible** for compensation for:

- a. carrier check-in time, or from the time waiting begins, whichever is later;
- b. time spent traveling as a passenger, excluding (1) above;
- c. time spent waiting for and picking up luggage and equipment;
- d. time spent returning equipment to its storage site when required to do so immediately following travel; and
- e. time spent performing actual work outside of regularly scheduled working hours.

A. FLSA Overnight Travel

(1) **Noncompensable Travel**

Employees are **not eligible** for compensation for:

- a. time traveling from the employee's residence (home, hotel, etc.) to the airport, ferry terminal, etc., or vice versa; and
- b. meal breaks (one-half hour, or longer) while in travel status;
- c. time spent traveling, as a passenger, outside of regularly scheduled working hours (generally before 8:00 a.m. and after 4:30 p.m.) **on any day**.

(1) **Compensable Travel**

Employees **are eligible** for compensation for:

13. PAY ADMINISTRATION (Continued)

- a. carrier check-in time, or from the time waiting begins, whichever is later;
- b. time spent traveling, as a passenger, during regularly scheduled working hours **on any day** excluding B-(1) above;
- c. time spent picking up or arranging for the shipment or transportation of State equipment;
- d. time spent waiting for and picking up luggage and equipment;
- e. time spent returning state equipment to its storage place when required to do so immediately following travel;
- f. time spent performing actual work outside of regularly scheduled working hours; and
- g. time spent as a driver.

LTC employees only are entitled up to a maximum of two hours of straight-time pay for travel that occurs outside the employee's regularly scheduled hours of work, on any day of the week.

These straight-time hours do not count toward the eight hours per day or 40 hours per week necessary to receive overtime or for the purpose of fulfilling the workweek.

A. Payment of Compensable FLSA Travel Time

Compensable travel time is considered to be time worked and is added to other compensable hours for the workweek. If the travel occurs after the minimum workweek requirement has been met, or the employee performs work after reaching 37.5 hours of work for the week, the hours in excess of 37.5 are paid at the overtime rate for **GGU** employees. For **SU**, **KK** and **PX** employees, hours worked in excess of 40 hours of work are paid at the overtime rate.

LTC employees receive overtime pay for all work in excess of eight hours of work in any one day and forty hours of work in any one week. Compensable travel time is considered to be time worked and is added to other compensable hours for the workday and workweek.

B. Reporting Compensable FLSA Travel Time

13. PAY ADMINISTRATION (Continued)

Compensable travel time must be claimed by the employee on the next time and attendance report form submitted following the travel. Form 02-194, Addendum C, is to be completed and attached to the time and attendance report for FLSA travel.

9. Compensatory Time

The FLSA provides an element of flexibility for the State, and a choice for some employees regarding compensation for overtime hours worked. The Act allows the State to provide compensatory time off in lieu of monetary compensation for overtime at the rate of time and one-half hours of compensatory (comp) time for each hour of overtime worked. The Act allows for comp time to the extent that it is provided for under a collective bargaining agreement, or other employment agreement.

A. Who is eligible?

The **GGU**, **KK** and **SU** collective bargaining agreements have provisions for comp time as follows:

- (1) **GGU**—Comp time may be established for overtime eligible employees or groups of employees by a Letter of Agreement between the State and the union on behalf of the employee(s).
- (2) **SU** and **KK**—Overtime Eligible employees may request comp time at time and one-half in lieu of paid overtime with the approval of the immediate supervisor. Comp time will normally be used during the pay period in which the overtime is worked. Comp time not used between December 16 and December 15 of the following calendar year will be paid at time and one-half.

Compensatory time for employees not eligible for overtime may be established only through a written Letter of Agreement between the State and the union.

- (3) **PX** overtime eligible employees may request comp time in lieu of paid overtime with the approval of their supervisor. Earned comp time must be used within three months from the date of accrual. Any unused comp time will be paid in cash.

A. Processing Compensatory Time Agreements

- (1) All comp time agreements must be in writing, between the

SUPERVISOR'S MANUAL

13. PAY ADMINISTRATION (Continued)

supervisor and the employee, or, if required, by a formal Letter of Agreement as mentioned above.

- (2) A copy of the agreement must be sent to the Human Resources Section so a comp time account can be established for the employee in the Alaska Payroll System (AKPAY).
- A. Compensatory Time Accrual Rates and Limits
 - (1) **GGU**—Comp time accrues at time and one-half for hours worked in excess of 37.5 hours of work in the workweek.
 - (2) **SU, KK, and PX**—comp time accrues at time and one-half for hours worked in excess of 40 hours of work in the workweek.
 - (3) The FLSA limits comp time to a maximum of 240 hours for most employees. All hours earned above the maximum will be paid as overtime.
- A. Reporting Compensatory Time Earned/Used
 - (1) Earned comp time is reported in the remarks column of the time and attendance report form with the description comp time earned. Enter the actual hours worked, not the time and one-half equivalent.
 - (2) Used comp time is reported in the miscellaneous leave column of the time and attendance report form with the description in the remarks section as comp time used.
 - (3) The use of comp time is requested and approved in the same manner as the use of annual or personal leave, by completing Form 02-035, Leave Request/Report. Check the box “Other” in the leave type section and write “Comp Time” on the explanation line. Compensatory time is used before and in lieu of annual/personal leave.

Employees have a right to use accrued comp time. Supervisors are cautioned not to allow employees to accrue more comp time than can realistically and in good faith be granted as time off at a later date. Accumulated comp time is paid off annually under the **KK** and **SU** agreements and is charged to the employee's default labor distribution code.

SUPERVISOR'S MANUAL

13. PAY ADMINISTRATION (Continued)

ADDEMDUM A

MEMORANDUM

State of Alaska

To: The Employee
Employee's Current Title
Employee's Current PCN

Date:

From: Authorized Person

Per Article _____, of the _____ collective bargaining agreement or 2 AAC 07.333 of the personnel regulations, you are hereby appointed acting _____, because (give reasons(s) for the need to make an acting appointment). This appointment will begin _____ and end on _____.

Suggested Continued Narrative for GGU and KK:

The contract states you are to perform essentially all of the duties of the higher position. If this delegation exceeds 15 consecutive calendar days, you will be paid at the step of the higher range that would be appropriate in the case of promotion, retroactive to the first day.

Such delegation to act in the higher range shall not exceed 60 calendar days unless approval to extend has been obtained from the Human Resources Manager, Department of Administration, prior to the end of the 60 days.

Suggested Continued Narrative for SU:

The contract states you are to perform the full duties of the higher position. If this delegation exceeds ten consecutive working days, you will be paid at the step of the higher range that would be appropriate in the case of promotion, retroactive to the first day.

If the delegation exceeds 60 calendar days, the Division of Personnel will be notified of the anticipated duration of the acting appointment.

Suggested Continued Narrative for PX:

The personnel regulation states you are to perform essentially all the duties of a specific position in a higher range. If this delegation exceeds 30 consecutive calendar days, you will be paid at the step of the higher range that would be appropriate in the case of promotion, retroactive to the first day.

SUPERVISOR'S MANUAL

13. PAY ADMINISTRATION (Continued)

Such delegation to act in the higher range shall not exceed 60 calendar days unless approval to extend has been obtained from the Human Resources Manager, Department of Administration.

cc: Human Resources Section



14. LEAVE ADMINISTRATION

Purpose

To provide Department of Administration supervisors and managers with information and guidelines on the types, accrual, usage and duration of leave, and establish standardized notification and approval processes.

Authority

Alaska Statute 23.10.500-.550, 39.20.200-.400

Alaska Administrative Code 2 AAC 07.500 and 2AAC 08.010-.999

Alaska Family Leave Act and Federal Family and Medical Leave Act

General Government Unit (**GGU**), Supervisory Unit (**SU**), Confidential Unit (**KK**), Labor Trades and Crafts Unit (**LTC**) collective bargaining agreements

Background

State supervisors and managers are responsible for the day-to-day administration and approval of leave. Although leave may not be unreasonably denied, managers must plan and schedule leave so that it does not interfere with orderly office operations.

All leave requests must be submitted by the employee to the supervisor on Form 02-035, State Leave Request/Report Form, commonly called a leave slip (Addendum A).

Procedures

1. Annual/Personal Leave

A. Accrual of Annual/Personal Leave

Eligible **GGU** employees accrue annual leave. Eligible **KK**, **LTC**, **SU**, partially exempt (**PX**) and exempt (**EX**) employees accrue personal leave. Annual/personal leave accrual is based on the number of years of eligible State service, as shown on the following chart. Accruals are posted to employee leave accounts on a semi-monthly basis. The leave year begins on December 16 and ends one year later on December 15.

SUPERVISOR'S MANUAL

14. LEAVE ADMINISTRATION (Continued)

Full Time GGU Employee Annual Leave Accrual Schedule		
YEARS OF PER SERVICE	SEMI-MONTHLY ACCRUAL RATE	DAYS YEAR
0-2 years	4.69	15
2-5 years	6.56	21
5-10 years	7.50	24
10 or more	9.38	30

Full Time SU, KK, LTC, PX and EX Employee Personal Leave Accrual Schedule		
YEARS OF SERVICE	SEMI-MONTHLY PER ACCRUAL RATE	DAYS YEAR
0-2 years	7.50	24
2-5 years	8.44	27
5-10 years	9.38	30
10 or more	11.25	36

- (1) Annual leave for employees who work less than full time accrues on a prorated basis, depending on the number of hours in pay status during each pay period.
- (2) Long-term nonpermanent employees, as defined in the **GGU** and **SU** agreements, accrue leave, while other nonpermanent employees do not.
- (3) Employees may use leave after it is posted to their individual accounts, and after the completion of a threshold period of employment. **GGU** employees may use leave after 90 calendar days; **SU, LTC, PX** and **EX** employees may use leave after 30 calendar days; **KK** employees may use leave as soon as it is posted to their leave account.
- (4) **SU, KK, LTC, PX,** and **EX** employees may accrue and maintain an unlimited number of hours in their personal leave accounts.
- (5) The **GGU** agreement places a maximum of 450 hours on the amount of annual leave that can be carried over from one leave year to the next. **GGU** employees will be paid in cash for the unused hours over 450 unless the employer, after consultation with the employee, requests the excess leave be carried over to be used within 90 days from the end of the leave year. Carry over requests shall be in writing and must detail the specific reason for the leave carry over and be approved by the Commissioner. Currently, the Commissioner has delegated this approval authority to division

14. LEAVE ADMINISTRATION (Continued)

directors. It is the supervisor's responsibility to assure the employee has the opportunity to take at least the minimum amount of leave. The approved leave carry over request should be forwarded to the Human Resources Section for record keeping.

A. Use of Annual/Personal Leave

Annual/personal leave may be granted at any time business permits if approved by the supervisor in advance of the use. An employee's request for leave may not be unreasonably denied.

1. Sick Leave

Generally employees who are absent due to illness or injury must notify their immediate supervisor no later than 15 minutes past the scheduled starting time. In the absence of the immediate supervisor, the next highest level supervisor is to be advised. Employees should advise the supervisor of the expected date or time of their return to work. Some divisions within the Department of Administration have an internal call-in policy that requires a longer notice prior to the scheduled starting time. Supervisors should notify employees in writing of internal call-in requirements and inform them of their responsibility to notify the supervisor when they will be absent due to illness or injury.

The **GGU** collective bargaining agreement provides that if an employee on annual leave is injured or becomes so ill as to require either the services of a physician or hospitalization, annual leave may be converted to sick leave. A written statement from the attending physician stating the employee would have been unable to perform the duties of the job if the employee had not been on annual leave is required, unless the supervisor is satisfied the employee became too ill to have worked.

A. Accrual of Sick Leave for **GGU** Employees

Sick leave accrual is posted to the employee's sick leave account on a semi-monthly basis, and is available for use immediately upon posting.

Permanent full time and long-term nonpermanent full time **GGU** employees accrue sick leave at a rate of 4.69 hours per pay period or 15 days per year.

Sick leave for **GGU** employees who work less than full time shall accrue leave at a prorated rate based on hours in pay status during each pay period.

SU, KK, LTC, PX and **EX** employees do not accrue sick leave. Personal leave is used to cover absences for medical reasons.

SUPERVISOR'S MANUAL

14. LEAVE ADMINISTRATION (Continued)

B. Use of Sick Leave

At the discretion of the supervisor, an employee may be granted use of sick leave for a medical or dental appointment or to attend to a member of the employee's immediate family. The supervisor may require a physician's certification of illness or injury for absences of three days or more, or if leave abuse is suspected.

3. Family Leave

The Alaska Family Leave Act (AFLA) and the Federal Family and Medical Leave Act (FMLA) entitle a qualifying employee to use leave for certain family and medical reasons.

A. Entitlements and Requirements Under the Laws

Listed below is a comparison of the entitlements and eligibility requirements in FMLA and AFLA. Both laws work simultaneously to provide the best entitlement for qualifying employees. Because each situation can be unique, the Human Resources Section is available to answer any questions you may have on the application of these laws.

PROVISION	COMPARISON OF FMLA AND AFLA	
	FMLA	AFLA
Employment Threshold	<u>Worked</u> for the State for 12 months and <u>worked</u> for 1,250 hours in the previous 12 month period; and is working at a location with at least 50 employees in a 75-mile radius.	Employed by the State for at least 35 hours per week for at least six consecutive months or 17 ½ hours per week for at least 12 consecutive months; and working at a location that had at least 21 employees within 50 road miles during any 20 consecutive week period in the preceding two calendar years PX and XE employees do not have a threshold requirement.
Leave and Holidays	Leave and holiday hours do not count toward the hours worked threshold.	Leave and holiday hours do count toward employment threshold
Maximum Entitlement for Medical Leave	12 workweeks during a 12-month period may be taken consecutively, intermittently or on a reduced work schedule.	18 workweeks during a 24-month period may be taken consecutively, intermittently or on a reduced work schedule.
Maximum Entitlement for Parental Leave	12 workweeks ending 12 months following birth or placement for adoption or foster care.	18 workweeks ending 12 months following birth or placement for adoption.
Combinations of Medical and Parental Leave	Any combination provides a single 12-workweek entitlement.	Medical leave and parental leave each provide an 18-workweek entitlement within a 24 month period; or, one year following birth or placement, respectively.

SUPERVISOR'S MANUAL

14. LEAVE ADMINISTRATION (Continued)

Joint Entitlement with Spouse	For parental leave and to care for serious health condition of parent, spouses may only take a combined period of 12-workweeks.	Each parent has a full 18 workweek entitlement, but may take them simultaneously only with approval.
Definition of Health Care Provider	Doctors of medicine and osteopathy; podiatrists, dentists, clinical psychologists, optometrists, and chiropractors; nurse midwives, nurse practitioners, and clinical social workers; Christian science practitioners listed with the First Church of Christ Scientists, Boston, Massachusetts; any health care provider from whom the State's health insurance carrier or a health trust covering employees accepts certification of the existence of a serious health condition to substantiate a claim for benefits. All health care providers listed above must be authorized to practice in accordance with the law of the state or country in which the health care provider practices and who is performing within the scope of the practice, as defined under law.	Dentists licensed under AS 08.36; physicians licensed under AS 08.64; and psychologists licensed under AS 08.86.
Health Insurance Requirement	The State must maintain the same health insurance coverage as the employee was provided prior to beginning the leave. Coverage must be maintained for the 12-week entitlement. The State also maintains the basic life insurance and travel accident insurance.	No provision for health insurance continuation or maintenance.
Retain Leave While on Leave Without Pay	No requirement.	Employees covered by AS 39.20 and as provided to others through collective bargaining, may retain up to five days of leave in the employees leave account before entering leave without pay for an AFLA qualifying condition.
Placement for Foster Care	Treated the same as birth of a child.	No provision for foster care.
Definitions:	<p>PARENT: biological parent of an employee or an individual who stands or stood <u>in loco parentis</u> to an employee when the employee was a child;</p> <p>SON or DAUGHTER: a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing <u>in loco parentis</u>, who is under 18 years of age, or 18 years of age or older and incapable of self-care because of a mental or physical disability;</p> <p>SPOUSE: a husband or wife as defined or recognized where the employee resides, including common law marriages in states where it is recognized. (Alaska does not recognize common law marriage.)</p>	<p>PARENT: a biological or adoptive parent, a parent-in-law, or a stepparent;</p> <p>CHILD: an individual who is under 18 years of age; or 18 years of age or older and incapable of self-care because of mental or physical disability; or caring for a child with a serious health condition "child" includes an employee's biological, adopted, or foster child, stepchild, or legal ward;</p> <p>SPOUSE: husband or wife.</p>

A. Reasons for Taking Family Leave

Leave is granted to eligible employees for the following reasons:

14. LEAVE ADMINISTRATION (Continued)

- (1) to care for the employee's child after birth, or placement for adoption or foster care;
- (2) to care for the employee's spouse, child, parent, or other covered family member who has a serious health condition; or
- (3) for a serious health condition that makes the employee unable to perform the essential functions of the employee's job.

C. Definition of a Serious Health Condition

A serious health condition is defined as an illness, injury, impairment, physical or medical condition that involves inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with such inpatient care.

A serious health condition involving continuing treatment by a health care provider (HCP) includes any one or more of the following:

- (1) A period of incapacity of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - (A) treatment two or more times by a HCP; or
 - (B) treatment by a HCP on at least one occasion which results in a regimen of continuing treatment under the supervision of a HCP.
- (2) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - (A) requires periodic visits for treatment by a HCP;
 - (B) continues over an extended period of time; and
 - (C) may cause episodic rather than a continuing period of incapacity (i.e., asthma, diabetes, epilepsy, etc.).
- (2) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment, by a health care provider. Examples include Alzheimer's disease, a severe stroke, or the terminal stages of an illness.

14. LEAVE ADMINISTRATION (Continued)

- (3) Any period of absence to receive multiple treatments (including any period of recovery) either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity for more than three consecutive calendar days in the absence of medical intervention or treatment.

Examples include chemotherapy and radiation therapy for cancer, physical therapy for severe arthritis or dialysis for kidney disease.

- (4) Any period of incapacity due to pregnancy, or for prenatal care.
- (5) Any period of absence for treatment of substance abuse when treatment is provided by a HCP or by a provider on referral from a HCP.

Treatment does not include routine physical examinations, eye or dental examinations. Ordinarily, the common cold, the flu, ear aches, upset stomach, headache, etc., do not qualify for family leave. Absence caused by an employee's use of a controlled substance or alcohol does not qualify the employee for family leave.

C. Procedure for Invoking Family Leave

In all circumstances, it is the supervisor's responsibility to determine if an absence, or an employee's request to be absent, for medical reasons qualifies for family leave and provide notice to the employee. If a supervisor is uncertain if the absence qualifies for family leave, there are several aids available in making a determination:

- (1) complete the Supervisor's Checklist for Determining FMLA/AFLA Leave (Addendum B);
- (2) provide the employee with a Certification of Health Care Provider (Addendum C or D, as appropriate) and ask that it be completed and returned within 15 days;
- (3) contact the Human Resources Section for help in determining if the absence qualifies for family leave.

In circumstances where the supervisor requires additional information before making a final determination but believes the absence may qualify, family leave may be invoked conditionally until supporting documentation is available.

Supervisors who are satisfied that an absence qualifies for family leave do not need to complete the Supervisor's Checklist or ask that a Certification of Health Care Provider be completed. In those cases it is sufficient to verbally notify the employee that their absence is considered family leave under either AFLA or FMLA, or both laws.

14. LEAVE ADMINISTRATION (Continued)

When family leave has been invoked or conditionally invoked, simultaneous notification to the Human Resources Section must be provided. The Human Resources Section is responsible for providing the employee with written notice of placement on family leave, entitlements under the law and other information that is helpful to the employee in making decisions about benefit continuation and so on. The law requires written notice be provided to the employee within two working days of verbal notification.

All documentation related to family leave should be forwarded to the Human Resources Section for record keeping. Written information related to family leave is considered confidential and is kept in a medical file in the Human Resources Section.

D. Procedure for Returning to Work

It is the State's policy to require a fit-for-duty statement in the following circumstances:

- (1) where an employee's incapacity from a serious health condition would not be apparent to a layperson;
- (2) where the relationship between the medical facts that support the certification of a serious health condition and the demands of an employee's position would not be apparent to a layperson.

Under the law, an employee must be advised of the necessity to provide a fit-for-duty statement at the time they are given written notice that family leave has been invoked. The Human Resources Section, in consultation with the supervisor, will make this determination and notify the employee.

Employees who are returning to work after a period of family leave should notify their supervisor at least 24 hours in advance of returning to work in order to allow for an orderly transition. Supervisors must assure the availability of a position to which the employee will return.

Employees who exhaust their family leave entitlement, but who cannot return to work, must notify their supervisor in writing. The supervisor determines if continuation of the absence is appropriate. The Human Resources Section and higher level management within the respective division should be consulted in reaching a decision.

Options in these circumstances are:

- ☐ continued use of accumulated sick and/or annual/personal leave;
- ☐ continued use of authorized leave without pay;

14. LEAVE ADMINISTRATION (Continued)

- ☐ invocation of contractual provisions that allow for extended periods of leave without pay for medical disabilities based on years of service, once all accrued leave is exhausted;
- ☐ nonoccupational disability retirement;
- ☐ regular retirement;
- ☐ Supplemental Benefits System disability;
- ☐ enrollment in a re-training program through the Division of Vocational Rehabilitation;
- ☐ participation in the Injured Worker program;
- ☐ administrative separation.

4. Funeral Leave

- A. **GGU** – Employees may utilize up to five days of accrued sick leave to attend a funeral for a member of their immediate family. Under extenuating circumstances, a supervisor may approve additional days of accrued sick leave for this purpose. Immediate family, for purposes of funeral leave means the employee's spouse, children, stepchildren, mother, father, mother-in-law, father-in-law, sister, brother, grandparent or grandchild.
- B. **SU and LTC** – Employees may utilize up to five days of personal leave to attend a funeral for members of their immediate family. Additional personal leave may be granted at the discretion of the supervisor. Immediate family means the employee's spouse, children, stepchildren, mother, father, grandmother, grandfather, mother-in-law, father-in-law, sister or brother.
- C. **PX and EX** – Employees may utilize up to five days of personal leave to attend a funeral for members of their immediate family. Additional personal leave may be granted at the discretion of the supervisor. Immediate family for purposes of funeral leave means the employee's husband, wife, child, father, mother, sister, brother, father-in-law and mother-in-law.
- D. **KK** – Employees may utilize up to ten days of personal leave to attend a funeral for a member of their immediate family. Additional days may be authorized under extenuating circumstances. Immediate family for the purpose of funeral leave is defined as husband, wife, child, father, mother, sister, brother, father-in-law, mother-in-law, grandparents, grandchildren, and stepchildren.

It is the policy of the Department of Administration to liberally grant annual/personal leave for employees to attend funerals not in the immediate family.

4. Surplus Sick Leave

14. LEAVE ADMINISTRATION (Continued)

Surplus sick leave is available to certain **LTC**, **SU**, **KK**, **PX**, and **EX** employees. Surplus sick leave is established when employees move from an annual/sick leave system into the personal leave system, and a portion of their former sick leave account remains available to use for medical reasons.

Specific rules for use of surplus sick leave are extensive: **LTC**, **SU**, and **KK** employees should refer to their collective bargaining agreements, **PX** and **EX** employees should refer to 2AAC 08.090, as questions arise. Supervisor or employees may also contact the Human Resources Section for specific information.

5. Workers' Compensation

The Alaska Workers' Compensation Act (AS 23.30) provides wage continuation to employees who earn leave, and who are in leave status due to a work-related injury. Employees must submit a leave slip marked as workers' compensation (or their supervisor can submit it for them). Days off work because of an occupational illness or injury will be charged first to sick, then annual (or personal leave) as long as the employee has leave. Workers' Compensation will reimburse the employee's leave account according to applicable regulations. After all leave is exhausted employees may keep wage payments provided by Workers' Compensation.

6. Mandatory Leave Usage

All employees are required to take a certain number of days of annual/personal leave each leave year (December 16 of one year to December 15 of the next year). The intent of the mandatory leave policy is to contribute to the health and well being of the employee. Mandatory leave usage also reduces the State's unused leave liability.

A. Any employee who has not been employed the entire leave year is exempt from mandatory leave requirements.

B. **SU**, **PX**, **LTC**, and **KK** employees must take at least five days (37.5 hours) of personal leave each leave year. **GGU** employees are required to take ten days (75 hours) of annual leave each leave year.

(1) By November 16 of each year, employees and their supervisors will be advised by the Human Resources Section of the number of hours of leave that must be taken to fulfill minimum mandatory leave requirements.

(2) Leave cash-ins of up to five days may be applied against the mandatory leave requirement for **GGU** and **KK** employees.

(3) Leave cash-ins do not reduce the mandatory leave requirement

14. LEAVE ADMINISTRATION (Continued)

for **SU**, **LTC** and **PX** employees.

- A. **GGU**, **KK** and **LTC** employees will be paid in cash for any portion of the unused mandatory leave if the division director certifies in writing that the employee was denied the opportunity to use the mandatory leave. Such leave will be paid at the employee's hourly rate of pay.

SU and **PX** employees may retain the unused portion of mandatory leave for use in a subsequent leave year if the division director certifies in writing that the employee was denied the opportunity to use the mandatory leave.

- B. An employee who changes bargaining units during the leave year will be subject only to the mandatory leave usage requirements of the new bargaining unit.

4. Leave Cash-in

All employees may cash-in leave as specifically provided by a collective bargaining agreement or regulation:

- A. **GGU** employees who have in excess of 37.5 hours of accrued annual leave may cash in accrued annual leave up to 37.5 hours in the leave year. **GGU** employees may also cash in accrued annual leave in excess of 37.5 in a leave year. This requires approval of the appointing authority. In the Department of Administration, approval has been delegated to the Human Resources Manager. In no event shall cash in of accrued leave reduce the **GGU** employee's annual leave account to less than 37.5 hours.
- B. **LTC** employees who have at least 225 hours of personal leave may cash in up to 75 hours of personal leave in a leave year. **LTC** employees may also cash in accrued personal leave in excess of 75 hours in a leave year. This requires approval of the appointing authority (delegated to the Human Resources Manager). In no event shall cash in of accrued leave reduce an **LTC** employee's personal leave balance to less than 75 hours.
- C. **KK** employees who have in excess of 37.5 hours of personal leave may cash in accrued personal leave up to three times in one leave year.
- D. **SU** employees who have in excess of 225 hours of personal leave may cash in up to 225 hours of personal leave in a leave year. Additional days of leave may be cashed in with the approval of the appointing authority (delegated to the Human Resources Manager). In no event shall an **SU** employee's leave balance be reduced to less than 75 hours.

14. LEAVE ADMINISTRATION (Continued)

- E. **PX** and **EX** employees who have in excess of 37.5 hours of accrued personal leave may cash in personal leave up to three times in a leave year. Leave cash ins may not reduce the employee's personal leave balance to less than 37.5 hours.

The Internal Revenue Service has informed the State on the proper method for paying and taxing leave cash-ins as supplemental income. In order to comply with this IRS ruling, leave cash-ins will normally appear on the employee's next payroll check following receipt of the request for cash-in. Requests for cash-ins may be faxed to the Human Resources Section (465-2263) in order to meet payroll cutoff dates.

4. Donated Leave

Employees may donate accrued personal/annual leave to another employee to be used for medical reasons or to several State memorial funds. The minimum leave donation is four hours.

- A. Employees wishing to donate annual/personal leave must fill out, date, and sign a leave slip showing the amount of leave they wish to donate. The leave slip must include the name and social security number of the recipient. **GGU**, **LTC** and **KK** employees should be advised to deliver the leave slip(s) to the union of the receiving employee. Donations to **PX** and **SU** employees are to be sent to the Human Resources Section of the department in which the recipient is employed. All employees covered by collective bargaining may not use donated leave until all their accrued sick, annual or personal leave has been exhausted.

- B. Leave donations do not reduce the mandatory leave usage requirements for the donor.

4. Military Leave

- A. An employee who is required to report for a military physical examination is entitled to a leave of absence, without loss of pay, for a period not to exceed three working days.

- B. An employee who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to take a leave of absence, without loss in pay, for a maximum of 16.5 working days in a 12-month period designated by the collective bargaining agreement. Annual/personal leave or leave without pay may be granted after the maximum of 16.5 days has been reached.

- C. In order to qualify for military leave, the employee must be ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction or when under direct military control in the performance of a search and rescue mission.

14. LEAVE ADMINISTRATION (Continued)

The employee is not required to possess written training orders at the time of a request for military leave of absence. However, as soon as the employee is informed in writing of the military training dates, the supervisor should be provided with a copy. The leave slip and military orders are sent to the Human Resources Section for processing. Use of military leave does not reduce the employee's annual/personal leave balance.

4. Emergency Search and Rescue

Employees who possess skills necessary to perform emergency search and rescue operations may be asked by the commissioner of the Department of Public Safety or designee to volunteer their services. Such employees will remain in pay status but are reassigned to the Department of Public Safety for the duration of the emergency search and rescue operation.

5. Court Leave

A. An employee is entitled to use court leave at no loss in pay when summoned to serve as a juror or when subpoenaed as a witness. Court leave is reported on a leave slip and is recorded in the leave system, but is not deducted from the employee's leave balance. Requests for court leave must be supported by a written document such as a subpoena or notice to report for jury duty.

(1) For record keeping purposes, employees who work the grave or swing shift should be placed on day shift for the day, or the duration of the time the employee is scheduled at court.

(2) Compensation for services received from the court must be returned to the Human Resources Section except for compensation earned on an employee's regularly scheduled day off.

(3) Court leave may be utilized only for the hours spent in court and for transportation to and from court during work hours. Employees who are in court for a partial day must return to their duty station for the duration of their scheduled work hours.

A. Employees who are required to testify as a witness in connection with their official duties are considered to be on duty and are not required to report court leave.

4. Other Leaves of Absence

Other leaves of absence may be granted as specifically provided for in collective bargaining agreements or personnel regulations.

14. LEAVE ADMINISTRATION (Continued)

Leave without pay must be approved by the Commissioner of the Department of Administration or designee, with a copy of the written request sent to the Human Resources Manager. To obtain this approval, the immediate supervisor must submit a memorandum, through the appropriate chain of command, requesting leave without pay (LWOP). This memorandum should contain the supervisor's recommendations whether the leave should be approved or denied. Absences can be approved for various purposes such as work-related travel or study, to allow the employee to accept a partially exempt or exempt position, or to allow the employee to accept a substitute position from which the incumbent of record is on leave, or other leave as provided for in collective bargaining agreements or personnel regulations.

An extended absence for disability, illness or injury may be granted in the following circumstances:

- A. **GGU, SU, KK and PX** employees who have exhausted sick/annual/personal leave **may** be granted a leave of absence without pay for disability because of sickness or injury. This leave is limited to one month for each full month of service, up to a maximum of 24 months.
- B. Permanent **LTC** employees who have exhausted all leave and is certified by a medical doctor to be unable to perform their regular or alternate duties within the bargaining unit because of disabling illness or injury **will** be granted up to a maximum of 12 months leave of absence.

The supervisor may periodically require the employee submit a certificate from the attending physician supporting the need for continuing the leave of absence. If the employee does not provide the required certification, or such certification does not support the need, the supervisor may cancel the leave and require the employee to report to work.

Employees must apply in writing for the extended leave without pay offered under their collective bargaining agreement or regulation and provide medical certification to support the application.

14. Effects of Leave Without Pay (LWOP)

- A. **Authorized LWOP** – Authorized LWOP is approved for a variety of situations including family leave, funeral leave, family emergency/sickness, and other approved absences.

Effect: Such leave reduces leave accrual on a prorated basis. It also reduces the semi-monthly salary or wage based on the number of hours of LWOP taken in the pay period.

14. LEAVE ADMINISTRATION (Continued)

- B. **Disciplinary LWOP** – Disciplinary LWOP is used when an employee reports to work late or is ordered off the job for disciplinary purposes, regardless of accrued leave in leave accounts. Disciplinary LWOP is usually in 15-minute increments.
Effect: Such leave reduces leave accrual on a prorated basis. It also reduces the semi-monthly salary or wage based on the number of hours of LWOP taken in the pay period.
- C. **Unauthorized LWOP** – Unauthorized LWOP is used when an employee is absent from work without approval, regardless of accrued leave in leave accounts.
Effect: Such leave eliminates all annual/personal and sick leave accruals in the pay period in which unauthorized LWOP is assessed. It also reduces the semi-monthly salary or wage based on the number of hours of LWOP in the pay period.

The Fair Labor Standards Act requires that LWOP used for disciplinary purposes cannot be charged for less than five consecutive days (a workweek) when the employee receiving the discipline is exempt from the overtime provisions of the Act.

A. **Additional Effects of LWOP**

LWOP may have adverse effects on employee benefits. The supervisor should explain to the employee the adverse impacts before an employee begins any period of LWOP.

- (1) If an employee is on LWOP for the entire working day before or following a holiday, the employee is considered to be on LWOP for the holiday.
- (2) The merit and leave anniversary dates are moved forward one month for each 23 days of LWOP in a leave year, unless specifically provided for in law, regulation, or contract.
- (3) **Health/Life Insurance: Basic Group Health and Life**
Insurance coverage lapses when an employee is on LWOP on the first working day of the month, except for employees in LWOP who are within the first 12 weeks of authorized family leave. Coverage resumes the day the employee reports back to duty. Affected employees may choose to extend coverage during LWOP periods by paying the full monthly premium. The employee should be instructed to contact the Human Resources Section for details on extending coverage during LWOP.
- (4) **SBS Health Option I (GGU employees only):** The SBS benefit option may be extended during a period of LWOP if the employee

14. LEAVE ADMINISTRATION (Continued)

pays the premium and if the employee also pays for the basic group health plan.

- (5) SBS Health Option II (**GGU** employees only): This SBS benefit option may be purchased in lieu of the basic health insurance.
- (6) PERS Credit: If accumulated LWOP exceeds ten days in a calendar year, service credit will not be received for the entire period of LWOP. Employees who qualify for workers' compensation and who default to LWOP have the option of buying back their PERS credit.
- (7) Leave Accrual: Leave accrual is based upon time in pay status. When an employee is on LWOP the leave accrual rate is reduced in proportion to the number of days of LWOP incurred during a pay period.
- (8) Deferred Compensation: Deductions for deferred compensation will discontinue if earned income is not sufficient to continue the contribution.
- (9) LWOP does not count toward satisfying the mandatory leave requirements.

14. Compensatory Time Leave

- A. **Accrual** – Where allowed under contract or personnel regulation, compensatory time is available only to overtime eligible employees. Authorization to accrue compensatory time to be later used as leave may first require a Letter of Agreement with the union and in all cases must be pre-authorized. Compensatory time is accrued as leave in lieu of paid overtime. Refer to Section 13, Pay Administration (Comp Time), for specific information.
- B. **Usage** – Compensatory time accrued as leave must be used before using annual or personal leave. Compensatory time leave balances are paid off in cash, at the appropriate rate of pay, on or about each January 15. Refer to Section 13, Pay Administration (Comp Time), for specific information.



15. NONPERMANENT POSITIONS/EMPLOYEES

Purpose

To provide Department of Administration supervisors and managers with guidelines for establishing nonpermanent positions and for hiring nonpermanent employees.

Authority

Alaska Statutes 39.25.195-.200

Personnel Regulations 2 AAC 07.160, .165(b), .180, .190 and .999

General Government Unit (**GGU**), Supervisory Unit (**SU**) and Labor, Confidential Unit, (**KK**)

Trades and Crafts Unit (**LTC**) collective bargaining agreements

Background

Nonpermanent employee means "an employee in the classified service whose employment is time limited." Nonpermanent position means "a work assignment of less than 120 days, or a work assignment established for a specific program or project."

The **GGU**, **KK** and **SU** bargaining units have provisions for establishing both short-term and long-term nonpermanent positions. The duration is:

GGU Short-term:	120 days or less
KK/SU Short-term:	90 days or less
GGU Long-term:	121 days to one year
KK/SU Long-term:	91 days to one year

A long-term nonpermanent employee receives leave accrual and usage, holiday pay, and health insurance benefits. A short-term nonpermanent employee does not receive these benefits. All types of nonpermanent employees are eligible for Supplemental Benefits, Worker Compensation, and Unemployment Insurance.

The various types of nonpermanent appointments are described below:

Emergency—appointment for a period not to exceed 30 calendar days may be made without prior authorization under conditions requiring immediate action to carry on work required in the public interest.

Normal—appointment for a specific work assignment of less than 120 calendar days.

Project—appointment made to a specific project which is not a regular and continuing function of the department and has an established probable date of termination.

15. NONPERMANENT POSITIONS/EMPLOYEES (Continued)

Program—appointment to a position created to enhance the employee's skills, e.g., student and college interns, and limited to the duration of the program.

Substitute—appointment to a position which is temporarily vacated by the incumbent, and limited to the period of absence.

On-call Substitute—appointment to a position which sporadically requires an employee to be called in to work when any permanent incumbent in the class of positions is absent.

Procedure

1. Emergency Appointments

A. When a critical need exists requiring immediate action in the public interest, an appointing authority may make an appointment not to exceed 30 calendar days without prior approval. A position does not need to be established in the case of an emergency appointment. Within 15 working days after the appointment, the supervisor must prepare and submit a memorandum through the director of the employing division and the human resources manager to the director of the Division of Personnel. The memorandum must contain the following information:

- (1) name of the emergency employee;
- (2) reasons for appointing an emergency employee, including a description of the work required in the public interest, location of the work, and a concise statement of specific negative consequences had the appointment not been made;
- (3) list of alternatives that were considered (e.g., reassigning other employees, authorizing overtime, filling vacant positions, establishing a nonpermanent position, transferring a position from another location, or requesting assistance from another agency) and why they were not feasible;
- (4) the statement: "I hereby certify that the reported facts and statements are correct and that the emergency appointment is justified in accordance with AS 39.25.195 and AS 39.25.200(3)."

Signature of Appointing Authority

Date

B. A supervisor who has determined a need for an emergency employee may make the emergency appointment by any reasonable means available. There is no requirement to use Workplace Alaska. Most often, emergency employees are referred from Alaska Employment Service offices.

15. **NONPERMANENT POSITIONS/EMPLOYEES (Continued)**

2. Other Nonpermanent Positions

- A. For all other nonpermanent appointments, positions must be established prior to the appointment of an employee. The supervisor completes Form 02-230, Request for Nonpermanent Employee, as described below:

Section A must be completed for all types of nonpermanent position requests. Department and division number, class code, and geographic code may be obtained from the Human Resources Section, if necessary. The ending date given in Section A may be no later than the end of the current fiscal year, June 30. The signature of the requestor should be the division director of the employing division.

Section B is completed for normal, project, or program position requests. The supervisor marks the box in this section which describes the kind of nonpermanent position being requested. The signature in Section B must be that of the commissioner of Administration or director of the Division of Administrative Services, who has been delegated approval authority for nonpermanent positions.

Section C cites Session Laws of Alaska (SLA), chapter, page and line of the appropriation or RPL number that will be the funding source of the position. Funding authority cited must cover the time period of the nonpermanent position and end on June 30 unless the appropriation has another specific ending date.

Section D documents the reason why it is necessary to establish a nonpermanent position.

Section E provides a description of duties to support the classification of the position.

When requesting a nonpermanent substitute position, only Sections A and D need to be completed.

- B. After receiving a copy of the approved Form 02-230 from the Human Resources Section, the supervisor may fill the position. Most appointments to nonpermanent positions must be made through Workplace Alaska. Procedures for using Workplace Alaska are described in Section 2, Hiring Process. Exceptions are discussed below:
- (1) **Union Dispatch**—is used when hiring a nonpermanent **LTC** employee. Once the approval to establish the nonpermanent position has been obtained, the Human Resources Section will place a job call to the union. A qualified worker will be referred to the supervisor.

15. NONPERMANENT POSITIONS/EMPLOYEES (Continued)

- (2) **Program Nonpermanent (Interns)**—must be currently enrolled in an educational institution and work assignments must be designed to advance the employee's educational goals.
 - a. In coordination with an advisor or administrator in an educational institution, the supervisor prepares a work plan detailing work assignments and duration of the internship.
 - b. The educational institution refers one or more students for the internship and provides letters of recommendation and verification of current enrollment in an appropriate curriculum. Selection is made from among the students referred.
- (3) **Rehire**—a former permanent/probationary employee with rehire rights to a specific job class may be rehired to fill a nonpermanent position in the same job class without using Workplace Alaska. Rehire rights extend for a period of two years (three years for **KK**) from the date the employee last terminated in good standing from a permanent position in the job class. Confirm rehire rights with the Human Resources Section staff prior to making a job offer.
- (4) **Employment Service referral**—if there are no interested local candidates, the supervisor may fill the position by requesting referrals from the local Alaska Employment Service office unless prohibited by a collective bargaining agreement (**SU**, **KK** and **GGU** contracts require long-term nonpermanent employees to be hired from Workplace Alaska).
- (5) **Waiver of Workplace Alaska**—waivers may be approved by the Human Resources Manager under certain circumstances. The supervisor should request to waive the use of Workplace Alaska on the Request for Nonpermanent Employee form. The waiver of Workplace Alaska does not include waiver of the minimum qualifications. Circumstances where a waiver may be granted include:
 - a. a short-term nonpermanent position at or below range 13;
 - b. a short-term nonpermanent position in a rural area, i.e., outside Juneau, Anchorage and Fairbanks;
 - c. a former nonpermanent employee who was previously hired from Workplace Alaska;
 - d. a current emergency employee who is doing the duties which will be assumed by the nonpermanent position.

15. NONPERMANENT POSITIONS/EMPLOYEES (Continued)

3 Termination, Extension and Conversion

A **GGU** short-term nonpermanent appointment may be extended by the director of the Division of Personnel. If a short-term nonpermanent position is extended, it remains a short-term nonpermanent position. In the event a short-term nonpermanent continues to work beyond 120 days, benefits (health insurance, leave, holidays) shall be awarded retroactive to the date of appointment. The employee has the option to not extend the health benefits retroactively. This is accomplished through a letter of agreement with the union, contact the Human Resources Section for assistance.

The time limits for **SU** long-term nonpermanent positions may be extended by letter of agreement with the union.

- A. Nonpermanent employees may be terminated at any time prior to the ending date of the position. However, they must be terminated no later than the established ending date.
- B. The ending date for a nonpermanent position may be extended if necessary. Requests for extension should be submitted to the Human Resources Manager at least ten days prior to the ending date of the position. Requests must include the following information:
 - (1) position control number (PCN)
 - (2) class title;
 - (3) a new ending date;
 - (4) reasons for the extension;
 - (5) reasons for selecting the date noted above as the new ending date; and
 - (6) the new funding source if the position is being extended into a new fiscal year.
- C. If a permanent position is established to perform the duties currently being performed by a long-term nonpermanent employee, that employee automatically becomes the incumbent of the permanent position, if all the contractual conditions concerning conversion are met.
- D. A **GGU** nonpermanent employee (other than an on-call nonpermanent) who is appointed, or a **SU** or **KK** nonpermanent employee who is converted, as a probationary employee in the same classification, performing the same duties and with no break in service will have the probationary period reduced by one month for each consecutive month of nonpermanent employment, to a maximum of one-half the required probationary period.



16. TYPES OF POSITIONS/POSITION CLASSIFICATION

Purpose

To provide Department of Administration supervisors and managers with general information about the exempt, partially exempt and classified service; obtaining volunteer services; guidelines for preparing classification documents and processing classification actions.

Authority

Personnel Regulations 2 AAC 07.005 - 2 AAC 07.035 and 2 AAC 07.165

Administrative Manual 100.060-100.110 and 250.120

Alaska Statute 39.25.100, 110, 120, 150, 157 and AS 23.40.200

General Government Unit (**GGU**), Supervisory Unit (**SU**), Confidential Unit (**KK**) and Labor, Trades and Crafts (**LTC**) collective bargaining agreements

Definitions

1. Exempt Service

Alaska Statute 39.25.110 defines which positions are in the exempt service and therefore exempted from the provisions of Title 39, commonly known as the Personnel Act. Exempt employees serve at the pleasure of the appointing authority. Their salaries are set by statute. In the Department of Administration, the commissioner, the chief administrative law judge and members of the Alaska Oil and Gas Conservation Commission are in the exempt service.

Under certain circumstances, and with the approval of the governor, exempt positions can be established under AS 39.25.110(9), which reads:

An exempt position may be established for:

persons employed in a professional capacity to make a temporary or special inquiry, study or examination as authorized by the governor.

Contact the human resources manager for additional information on establishing an exempt position as outlined in AS 39.25.100(9).

2. Partially Exempt Service

Alaska Statute 39.25.120 defines which positions are in the partially exempt service. Partially exempt employees also serve at the pleasure of the appointing authority. Positions in the partially exempt service are included in the position classification system and are compensated according to the statutory pay plan.

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

Partially exempt employees are covered by personnel regulations, but are specifically excluded from:

- * taking an examination, qualifying or earning a place on an eligible list in order to be appointed to a partially exempt position;
- * voluntary transfer from the partially exempt service to the classified service;
- * noncompetitive rehire rights;
- * layoff rights; and
- * a hearing before the Personnel Board in the case of demotion, dismissal, or suspension.

Other positions may be placed in the partially exempt service by the Personnel Board, if in the judgment of the Board, the position involves:

- * principal responsibility for the determination of policy;
- * principal responsibility for the way in which policy is carried out; or
- * responsibilities and duties of a type not susceptible to the ordinary recruiting and examining procedures.

Contact the human resources manager for additional information on placing positions into the partially exempt service.

3. Classified Service

Alaska Statute 39.25.100 defines positions in the classified service as consisting of all positions not included in the exempt or partially exempt service.

The Alaska Labor Relations Agency (ALRA) determines the appropriate collective bargaining unit for classified positions. Based on these determinations, the State now recognizes 12 collective bargaining units, who negotiate the terms and conditions of employment for positions and employees included within their unit.

Those positions the ALRA determined not to be in a collective bargaining unit are covered by the State Personnel Act (Title 39), personnel regulations and the statutory salary schedule. For record keeping purposes, these positions have been designated as "excluded."

Classified employees are further subdivided into Class 1, 2 and 3. Class 1 employees, by statute, may not engage in strikes. In the Department of Administration, employees in the

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

Pioneers' Homes and Motor Vehicles are Class 1. Class 2 employees may engage in a strike only after mediation and only for a limited time. All other employees are considered Class 3. These employees may engage in a strike when appropriately called.

Positions in the partially exempt and classified service are subject to the classification procedures outlined in this section.

4. Volunteers

Although not a "service" in the same sense as the classified, partially exempt and exempt service, the State allows the use of volunteer services in the workplace. Volunteers may be part of an organized volunteer program of individuals willing to perform volunteer service for the State. More details on obtaining a volunteer worker are available at the end of this section.

Classification Overview

The director of the Division of Personnel (DOP) is responsible for administration of the State's classification and pay plans and has authority to create new job classes, revise existing job classes, allocate new positions, assign salary ranges, and reclassify existing positions. The human resources manager has been delegated authority to allocate new positions and reclassify existing positions.

The basic components of the classification system are:

- * Position—A group of duties and responsibilities designed to be performed by an individual.
- * Job Class—A group of positions sufficiently similar in duties and responsibilities so that the group may be treated the same for purposes of recruitment, selection, pay, transfer, and layoff. In any one class, the kind and level of work must be essentially the same.
- * Class Series—Two or more classes which are similar as to type of work, but differ as to level of difficulty and responsibility.
- * Occupational Group—A group of classes and class series that encompass related broad occupations, professions, and activities.

The State's position classification system is a means of grouping positions performing like work. This system insures that recruitment, examining, selection, and pay of employees is manageable and consistent.

1. Whole Job Evaluation

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

The method used by the State to create new job classifications and allocate positions to existing classifications is termed “whole job evaluation.” When evaluating positions for proper allocation, the job as a whole is analyzed by comparing it against existing job class specifications and existing positions. Factors considered in this analysis are:

- * nature, variety and complexity of work;
- * nature and extent of supervision received by the incumbent;
- * nature and extent of available guidelines for performance of the work;
- * initiative and originality required;
- * purpose, nature and complexity of working relationships;
- * nature and scope of recommendations, decisions, commitments and consequence of error;
- * nature and extent of supervision exercised over the work of other employees;
- * qualifications required.

Factors not considered in classifying a position are:

- * unusual diligence or overtime;
- * length of service;
- * volume of work;
- * financial need;
- * relative efficiency;
- * unusual qualifications of an incumbent;
- * scarcity of new employees;
- * personality.

2. Job Analysis

A. Job analysis is the systematic process of collecting data and making certain judgments about the important aspects of a specific job. In determining the proper job classification of a position, the classifier may request:

- (1) updated position descriptions (PD) for other positions in the unit;
- (2) examples of work products prepared by the incumbent;
- (3) copies of statutes or regulations governing the work;
- (4) a desk audit of the position.

B. The classifier compiles and analyzes all the important information relative to the position and prepares an allocation memorandum. The memorandum outlines the appropriate job classification, salary range, bargaining unit, overtime indicator, etc., and provides an analysis supporting the classification action.

3. Desk Audits

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

A desk audit, or on-site interview, may occasionally be necessary for the classifier to obtain additional information or clarification about a position and its relationship to others in the organization. If a desk audit is scheduled, the employee and supervisor should review What You Want To Know About Desk Audits (Addendum A), prior to the audit.

Documentation Procedures**1. Position Description (PD), Form 02-8209 (Addendum B)**

PDs are useful in providing clarity and uniform understanding of duty assignments and to explain job assignments to potential employees. PDs should be used as a management tool to evaluate employee performance, plan work methods and organization, identify training needs, and analyze staffing. PDs will be more useful in accomplishing these objectives if they are accurate and clearly written.

The PD is normally completed by the incumbent of the position. The employee is usually most familiar with the details of how the work of the position is accomplished and should have the opportunity to describe the job. This in no way diminishes management's right to assign the work or to disagree with the employee's statements. Space for comments by managers and supervisors is provided in Sections 23 to 28. PDs for new positions, or those which are vacant are completed by the supervisor.

- A. A PD is required for every position in the classified and partially exempt service and should be reviewed annually and formally updated at least every three years. PDs are written:
 - (1) to establish a new position;
 - (2) to update an existing position;
 - (3) to redefine an existing position when job duties or location change occurs;
 - (4) whenever a position review may be appropriate, i.e., reorganization, class or salary study, etc.
- B. Sections 1 through 22 should be written by the incumbent of the position or by the supervisor if the position is vacant.
 - (1) Sections 12 and 13 are critical sections of the PD. It is important to describe each significant job duty and responsibility and give the best estimate of the percent of work time spent on it and the rate of importance of each. For helpful suggestions on writing duty statements and determining percentages refer to Suggestions for Describing Your Position (Addendum C).

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

- (2) Section 14 identifies the physical demands and potential hazards encountered by the position. The information is necessary to comply with the Americans with Disabilities Act and the OSHA Bloodborne Pathogens Standards.
- (3) Sections 15 through 17 are important in the determination of appropriate bargaining unit placement.
- (4) Sections 18 through 20 identify what kinds of equipment, tools or guidelines are needed by the position.
- (5) Section 21 is additional space for an employee to comment on the position.
- (6) Section 22 is the employee's signature block.
- (7) Sections 23 through 28 are completed by the immediate supervisor.
- (8) Section 29 is completed by the division director or designee. The review/approval levels required between immediate supervisor and division director may vary from division to division. Supervisors should follow specific procedures for their division.

2. Organization Charts

Organization charts reflect the relationship of individual positions to each other in a unit, section, division or department. Organization charts also show supervisory relationships, position control numbers (PCNs), classified position titles, locations and salary ranges. Organization charts which include the names of employees are referred to as staffing charts.

A. Organization charts should be updated as follows:

- (1) each budget cycle;
- (2) whenever a position is submitted for reclassification;
- (3) addition or deletion of positions;
- (4) changes in supervisory relationships;
- (5) creation or modification of work units;
- (6) when establishing a new division or its organizational equivalent.

B. Preparing Organization Charts

Organization charts should be formatted as follows:

- (1) On letter size paper if possible. The chart may need to be prepared on oversized paper and reduced to letter size.

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

- (2) Title the page(s) with the department, division and section/unit.
- (3) List each PCN, classification title, salary range and location.
- (4) Units of equal importance (not necessarily the same salary range) are shown on the same horizontal line.
- (5) Lines of direct authority/responsibility are shown as a solid connecting line.
- (6) Advisory, technical or cooperative relationships are shown by a dashed connecting line.
- (7) Special symbols or abbreviations, when required, are explained in a legend.
- (8) Organizational charts are approved and signed by the division director. Significant organizational structure changes will require approval by the commissioner.
- (9) Provide an effective date.

C. Approval Process

- (1) The Human Resources Section must review and approve reorganizations which involve reclassification actions; abolition of positions, work units or divisions; creation or modification of sub-divisional work units, etc.
- (2) Organization changes which involve establishing new divisions or their organizational equivalents must be reviewed/approved by Office of Management and Budget (OMB) and the Governor's Chief of Staff. After this approval, the Human Resources Section will initiate any necessary classification actions.

3. Type 3 Revised Programs (RP)

A. When Type 3 RPs Are Needed

A Type 3 RP memorandum from the Division Director to the Director of Administrative Services must be prepared when a proposed classification action includes any of the following actions:

- (1) an increase or decrease of more than three salary ranges;

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

- (2) reclassification (upward or downward) of a position range 19 and above;
- (3) reclassification from one occupational group to another (the first two numbers of the class code define the occupational group);
- (4) transfer between allocations or appropriations;
- (5) time status change, for example, full-time to part-time;
- (6) creation of a new classified position not authorized in the current budget;
- (7) transfer a position between departments;

The following actions require a memorandum from the Division Director through the Administrative Services Director to the Office of Management and Budget:

- (1) any position being reclassified to or from range 23 or above;
- (2) reclassify an exempt or partially exempt position that is or will be range 19 or above (except PX attorney positions);
- (3) change in service from exempt or partially exempt to classified or vice versa.
- (4) the creation of an exempt or partially exempt position.

B. What is included in the Type 3 RP memorandum:

- (1) the PCN and job class proposed for reclassification;
- (2) why the reclassification is necessary;
- (3) responsibilities of the position when reclassified;
- (4) current duties of the position and proposed disposition of those duties;
- (5) how any increased cost will be funded; and
- (6) in the case of a new position, why the position is necessary.

C. Where Type 3 Revised Programs are Sent

The Type 3 RP and completed PD is sent by the division director or designee to the Human Resources Section who will coordinate obtaining approval of the revised program and processing the classification action.

D. Processing Time

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

Type 3 RPs and the classification action may require up to 30 days for approval and processing.

Classification Procedures

1. Establishing a New Position

A new position can be established when the necessary authorization has been received through the budget process or by RP, and the PD has been reviewed and classified by the Human Resources Section.

A. Documentation Needed to Establish a New Position

- (1) A PD detailing the duties and responsibilities of the position. The PD is signed by the supervisor and the division director.
- (2) An updated organization chart incorporating the new position.
- (3) A Type 3 RP.

B. Where the Documents Go

The supervisor submits the PD, organization chart and revised program, if applicable, to the Human Resources Section for approvals and processing.

C. Processing Time

A new position can be established within 30 calendar days after receipt of a complete classification package, provided that a new job class or revision to an existing job class is not required. Once the position is established, the division director or the designee will receive confirmation of the position control number (PCN), job classification, salary range, effective date, etc., from the Human Resources Section. The position may then be filled using appropriate procedures. No offer of employment should be made until the position is established.

D. Effective Date

The effective date is designated in the memorandum from the human resources manager to DOP establishing the position. It is usually the date of the memorandum.

2. Updating an Existing Position

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

PDs shall be rewritten and submitted for review and confirmation of the classification every three years. A review or an update of a PD should also be completed by the employee or supervisor in the following circumstances:

- * duties assigned have changed;
- * during the performance evaluation review process;
- * transfer of a position, its supervisor, or subordinate(s);
- * new, revised or deleted programs, projects, laws, goals, or objectives;
- * organization or leadership changes;
- * organizational growth or reduction; and
- * changes in special requirements of the position (licensure, etc.).

A. Documentation Needed to Update an Existing Position

- (1) A PD detailing the duties and responsibilities of the position, signed by the employee (if filled), the supervisor, and the division director.
- (2) An updated organization chart showing the relationship of the position to others in the work unit.

B. Where the Documents Go

The documents are submitted to the Human Resources Section for processing.

C. Processing Time

Updated PDs will typically be reviewed within 30 calendar days of receipt of a complete package. The division director or the designee will receive written confirmation of the current classification or notice of reclassification.

3. Reclassification of an Existing Position

When the duties of a position substantially change, a reclassification may be appropriate. If the position is filled, the incumbent of a reclassified position is deemed certified and need not be on the eligible list to be placed in the position. Under certain circumstances, employees on layoff status may have layoff rights over the incumbent of a reclassified position. The Human Resources Section will advise if a layoff situation exists prior to the reclassification action.

A. Documentation Needed for a Reclassification

- (1) A PD that clearly shows the changes that have occurred. The PD must be signed by the employee (if filled), the supervisor and the division director.

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

Because positions are inter-related, updated PDs may need to be submitted for other positions in the organizational unit.

- (2) An explanation on the first page of the PD explaining the reason for the change, why the request is warranted, and what has changed to warrant the reclassification of the position.
- (3) An organization chart showing the relationship of the position to others in the work unit.
- (4) A Type 3 RP, if applicable.

B. Where the Documents Go

The PD, organization chart and RP, if applicable, are submitted to the Human Resources Section for approvals and processing.

C. Processing Time

Single positions will be reclassified within 30 calendar days of receipt by the Human Resources Section of a complete classification package. Time frames for large projects with multiple positions, desk audits, reorganizations and/or class specification revision or development will be negotiated by the Human Resources Section and the DOP. The division director or designee will receive written confirmation of the reclassification action and effective date.

D. Effective Date

The effective date for reclassification of a filled position is the first or the 16th of the month following the date of the reclassification memorandum from the Human Resources Section. The effective date for a vacant position is designated in the memorandum from the Human Resources Section. Under certain conditions the effective date may be another date mutually agreed upon by both parties. Effective dates will not be retroactive.

4. Flexible Staffing Agreements

Flexible staffing is a management tool designed primarily to aid in recruitment, provide for retention of employees, and allow maximum flexibility to hiring managers while streamlining the reclassification process. Flexible staffing is appropriate for a class series that includes a trainee level and a journey (working) level. Flexible staffing allows entry into an occupational field, provides for on-the-job training and can result in upward movement to the journey level of the class. A plan should be developed by the supervisor which provides training and duty assignments needed for the incumbent to move from one level to the next.

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

Only certain job classes are eligible to be covered by a flexible staffing agreement. Contact the Human Resources Section to determine if a class/position is eligible to be covered by a flexible staffing agreement. If the job class is eligible for flexible staffing, an agreement may be initiated by submitting a PD to the Human Resources Section describing each level of the position.

Positions covered by a flexible staffing agreement may be filled at any level covered by the agreement. Layoff considerations must be taken into account when flexing a position.

A. Documentation Needed to Initiate a Change of a Flexibly-Staffed Position

- (1) A memorandum or email from the supervisor to the Human Resources Section requesting reallocation of a vacant flexibly staffed position.
- (2) If the position is filled, justification and explanation how the incumbent qualifies for the next level is required from the supervisor through memorandum or email to the Human Resources Section.

B. Processing Time

Positions will be flexed within five working days of receipt of the request by the Human Resources Section. The division director or designee will receive written confirmation of the action.

C. Effective Date

The effective date for flexing a filled position is the first or the 16th of the month following approval by the Human Resources Section. The effective date for a vacant position is the date of approval by the Human Resources Section. Effective dates will not be retroactive. The position must be flexed to the appropriate level before an appointment is made or a promotion is processed.

5. Position Transfer to Another Location

For appropriate business reasons, a vacant position, or a filled position with the concurrence of the incumbent, may be transferred from one geographic location (duty station) to another. A transfer without the consent of the employee requires prior approval of the director of the DOP.

Before requesting the transfer of a position to another location the following factors need to be considered:

- * the impact of the transfer on the units and positions involved (old and new);

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

- * will a bargaining unit change be required;
- * will the transfer cause significant changes in the work of other employees;
- * will the duties of the transferred position change significantly; and
- * will there be increased costs associated with the transfer (moving expenses, pay differentials)?

A. Documentation Needed for Transferring a Position

- (1) If the employee does not agree to transfer, explain in a separate memorandum through the human resources manager to the director of the DOP why the transfer is in the best interest of the State.
- (2) If the duties of the position have changed as a result of the change in location, or the PD is more than three years old, an updated PD must be prepared, signed by the employee (if filled), the supervisor and the division director.
- (3) An organization chart showing the relationship of the position to others in the new work unit.

B. Where the Documents Go

The documents are submitted through the Human Resources Section to the DOP for processing.

C. Processing Time

Vacant positions can be transferred within five working days of receipt of the request. With the concurrence of the employee, filled positions will be transferred in accordance with the appropriate bargaining unit agreement. The division director or designee will receive written confirmation of the action taken.

6. Time Status Changes

A change in time status occurs when an existing permanent position is changed between full-time, part-time and seasonal. Such actions require approval of a Type 3 RP. Changing the status of a filled position may have layoff implications, check with the Human Resources Section.

A. Documentation Needed for a Time Status Change

- (1) If the job duties have changed due to the change in status, or the PD is over three years old, a PD detailing the duties and responsibilities of the position,

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

signed by the employee (if filled), the supervisor and the division director must be submitted to the Human Resources Section by the supervisor.

- (2) An organization chart showing the relationship of the position to others in the work unit.
- (3) A Type 3 RP.

B. Where the Documents Go

The PD, organization chart and revised program are submitted to the department Human Resources Section for processing.

C. Processing Time

Time status changes will be processed within five working days of receipt by the Human Resources Section. This will take longer if layoff or reclassification is involved. The division director or designee will receive written confirmation of the status change.

7. Transfer of PCN Between Departments/Divisions

A. Documentation Needed for Transfers Between Departments/Divisions--(Receiving Department)

- (1) A new PD must be submitted if the job duties will change due to the department/division transfer or the PD is over three years old. Sometimes this cannot be accomplished until after the transfer has actually occurred and the duties of the position have been more clearly defined.
- (2) A Type 3 RP.
- (3) An organization chart showing the relationship of the position to others in the work unit.
- (4) A copy of the document (administrative order, legislation, etc.) authorizing the transfer.

B. Where the Documents Go

The documents are submitted to the Human Resources Section.

C. Processing Time

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

Requests for transfer between departments/divisions should be submitted 30 calendar days prior to the date the action is to take effect to allow for proper review.

D. Effective Date

The effective date for these transfers is generally established in the authorizing documents.

8. Fair Labor Standards Act (FLSA) Overtime Review

FLSA overtime eligibility is reviewed each time a PD is updated.

A. Documentation Needed for Reviewing FLSA Overtime Eligibility

- (1) A PD detailing the duties and responsibilities of the position, signed by the employee, the supervisor and the division director.
- (2) An organizational chart showing the relationship of the position to others in the work unit.

B. Where the Documents Go

The documents are submitted to the Human Resources Section for a decision on overtime eligibility.

C. Processing Time

This type of action will be finalized within 30 calendar days of receipt of all required documents. The division director or designee will receive a copy of the memorandum of decision made by the human resources manager.

D. Effective Date

The effective date for a filled position is the first or the 16th of the month following the date of the memorandum from the human resources manager. The effective date for a vacant position is designated in the memorandum from the human resources manager.

9. Bargaining Unit Designation Review

Bargaining unit designation is reviewed each time a PD is updated.

A. Documentation Needed for Bargaining Unit Designation Review

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

- (1) A PD detailing the duties and responsibilities of the position, signed by the employee, the supervisor and the division director.
- (2) An organization chart showing the relationship of the position to others in the work unit.

B. Where the Documents Go

The documents are submitted to the Human Resources Section for initial review and then forwarded to the DOP for determination of bargaining unit designation.

C. Processing Time

Vacant positions will be processed within 30 calendar days of receipt by the DOP. Filled positions, with the agreement of both unions involved, will be processed within 45 calendar days. If a union appeals the movement of a filled position, the request must go before the Alaska Labor Relations Agency. The division director or designee will receive a copy of the memorandum of decision made by the DOP or the Alaska Labor Relations Agency.

D. Effective Date

The effective date for a filled position is the first or the 16th of the month following the date of the memorandum from the DOP. The effective date for a vacant position is the date of the memorandum from the DOP.

10. Establishing a New Job Class

The DOP administers approximately 1,000 separate job classes. It is a DOP policy to limit the number of job classes in the classified and partially exempt service. A proliferation of job classes complicates the administration of the classification plan and can result in inefficient use of the State's recruitment, examining and certification resources. Whenever possible, positions are allocated to existing job classifications.

The Human Resources Section can assist in matching the duties and responsibilities of a position to an established job class. In the event that this is unsuccessful, the creation of a new job class is requested.

A. Documentation Needed to Establish a New Job Class

- (1) A PD detailing the duties and responsibilities of the position, signed by the employee, the supervisor and the division director.

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

- (2) An organization chart showing the relationship of the position to others in the work unit.
- (3) An approved Type 3 RP if the requested action meets the criteria. The division director or designee is responsible for preparing the RP and providing it to the human resources manager along with the PD and organization chart.
- (4) A draft class specification is submitted. The Human Resources Section is available to assist in preparing a draft class specification.

B. Where the Documents Go

The documents are submitted to the Human Resources Section for initial review and then forwarded to the DOP for processing. If the DOP proceeds with establishing a new job class, significant input from the affected division director or designee and Human Resource Section will be necessary.

C. Processing Time

Time frames for development of a new job class will be negotiated on a case-by-case basis.

D. Effective Date

The effective date is usually the first or the 16th of the month following the date of the allocation memorandum from the DOP.

11. Volunteer Workers

Volunteer workers may not be used in violation of any collective bargaining agreement.

A. Obtaining Volunteer Services

- (1) An agency may respond to any advertisement or other notice that volunteers are available or may solicit volunteer services, when appropriate.
- (2) An agency may screen volunteers in order to assure the volunteer is familiar with the work to be accomplished and has knowledge of standard safety practices.
- (3) An agency may accept the services of a volunteer worker when satisfied the worker will meet the needs of the employer.

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

- (4) The Human Resources Section maintains a complete listing of agencies who offer the services of volunteer workers.

B. Benefits for the Volunteer

- (1) Volunteers receive no compensation, health or life insurance, retirement credit or leave, etc.
- (2) Volunteers are protected under the State's liability insurance coverage in the event of a claim for damages while acting as a volunteer for the employer.
- (3) Volunteers may receive "considerations" such as food, lodging, and some types of travel accommodation, if provided by the official volunteer program. If volunteers receive these considerations they may be eligible for worker's compensation rather than the State's liability insurance. Each case is determined on an individual basis.
- (4) Time spent as a volunteer may be credited toward meeting minimum qualifications for appropriate State job classes.
- (5) Many volunteers are students working in unpaid internships who require a record of performance for their educational program. Supervisors should be prepared to provide a written record of performance if required by the volunteer program.

C. Paperwork Requirements

Because volunteers receive no compensation or benefits, they do not need to complete any of the standard State forms normally filled out by new or terminating employees.

Supervisors may want to enter into a written agreement with the volunteer or volunteer agency, laying out the terms of the voluntary work. Supervisors should complete the Volunteer Service Agreement (Addendum D) in accordance with Administrative Manual 250.120.

PAPERWORK REQUIRED FOR CLASSIFICATION ACTIONS

Nature of Classification Action	PD	Org. Chart	Revised Program	Request to Reallocate Flex Staff Position	Draft Spec.
---------------------------------------	----	---------------	--------------------	--	----------------

SUPERVISOR'S MANUAL

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

New Position	R	R	R		
Update Existing Position	R	R			
Reclassification	R	R	C		
Flex Staff Request				R	
Position Location Transfer	R	R	C		
Time Status Change	R	R	R		
New Job Class	R	R	C		O
Transfer Between Departments/Divisions	R	R	R		O
FLSA Overtime Review	R	R			
Bargaining Unit Designation Review	R	R			
R = Required C = Check with Human Resources Section O = Optional					

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

ADDENDUM A

WHAT YOU WANT TO KNOW ABOUT DESK AUDITS
A Guide for Employees and Supervisors

WHAT IS A DESK AUDIT?

Sometimes called a job audit or an on-site interview, it is a way of getting up-to-date facts about a particular position. Usually, the audit is held directly with the employee.

IS IT IMPORTANT?

It certainly is! A desk audit is an important step in the position classification process. Jobs are classified accurately only when the information about duties and responsibilities performed is current, correct and well understood.

WHY AND WHEN IS A DESK AUDIT CONDUCTED?

Jobs in the State of Alaska are constantly changing. New programs, new tools, different procedures, organization changes, and increased employee skill and knowledge are only a few ways that duties and responsibilities are affected. Jobs are looked at from time to time to assure proper pay level and to ensure that the work performed is correctly documented in the class specifications and positions correctly classified. Some examples of when this is done are:

Your job is identified for audit during a classification study. This is when all the positions which are identified as being in one job classification or a class series are reviewed for appropriate placement in the job family and correct salary placement. Most jobs are found to be correctly classified even though some position descriptions are updated to show changes in the work that is done. Previous errors may be found and corrected.

A promotion is recommended by your supervisor. Your supervisor may decide that there have been major changes to your job and requests an audit to determine if a promotion is in order.

New class specifications are to be applied to your position. There is a continuing program to revise class specifications to reflect changes in work done by the State. Specifications help keep the classification system current, and are applied to positions as soon as possible after they are received in the Human Resources Section.

WHAT IS YOUR ROLE IN A DESK AUDIT?

We hope you will put your best foot forward. The desk audit interview is not a time for modesty (or for that matter, for exaggeration). Here are some ways that you can help the position classifier/interviewer to obtain complete and accurate information about your job.

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

ADDENDUM A CONTINUED

You want the interviewer to understand your job and the work you perform to accomplish your assignments. You will receive a more equitable evaluation of your position if you try to give accurate information about what you do without trying to inflate the importance of tasks, omit less important (in your judgment) tasks, or give less weight to some tasks.

You need some idea of what the interviewer wants. The important parts, or “factors,” of jobs are listed below to give you some general ideas. Eight basic job factors are used for classifying professional, technical, administrative and clerical positions. They are:

1. nature, variety, and complexity of work;
2. nature and extent of supervision received;
3. nature and extent of available guidelines for performance of the work;
4. initiative and originality required;
5. purpose, nature and complexity of working relationships;
6. nature and scope of recommendations, decisions, commitments, and consequence of error;
7. nature and extent of supervision exercised over the work of other employees; and
8. qualifications required.

Think about your job. How does it relate to the basic job elements shown above? Do you find that your present position description is a good reflection of your job? Is it accurate? What kind of assignments have you had in the last year? Can you group these into several categories so that you can talk about the different kinds of work that you do? What are the major duties, those that take most of your time and are related to the reason for your job? What are the minor duties? Have you had one-time-only assignments? What are they? Can you determine rough percentages of time for the major categories of work that you do? What kind of responsibilities do you have? What written guidelines do you refer to? How does your supervisor review your completed work?

Organize the information about your job. Do not worry about the way that a position description may be written. What is important is the way that you want to tell someone about your job. What do you think is really important about the work that you do, or what is critical about your responsibilities? Where you start is not too important. Be sure that you do not miss telling about some part of your job that is important. To avoid this pitfall, it is sometimes helpful to make some notes before the interview, or to outline how you want to tell the story. It might be helpful to write down reference numbers to the kind of written guides you use. Having examples of your work at hand is useful and the interviewer may want to look at the reference material and procedures manuals you use in performing your work.

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

ADDENDUM A CONTINUED

Remember that it is your job that will be classified, not you as a person. Over the years there has been some “mystery” about job classification, and many misunderstandings about what is important. There are several issues that come up frequently; factors that **cannot** be considered when jobs are classified. Some of these are:

- The qualifications of the person on the job. The work is classified, not the abilities of people.
- Accuracy required on the job. Every employee is expected to do accurate work.
- The amount of work accomplished. Your supervisor sets the standard of performance that is expected. It is the kind and level of work which is important in classifying jobs, not the amount.
- Length of service.
- Working titles of positions. Classification decisions are based on the duties and responsibilities of the job, not what it is called.
- Other matters unrelated to the job, e.g., quality of performance and personality.

Be prepared for the audit. The desk audit is as important to you as almost any other kind of interview you may have in your work life. In most cases, the audit will not take more than an hour of your time. Make arrangements not to be interrupted. If it is possible, a private place to meet is helpful in completing the audit.

WHAT HAPPENS AFTER THE AUDIT?

The facts that you have provided about your job will be discussed with your supervisor.

What you have told the position classifier about your job will provide a better understanding of your duties and responsibilities. This will help in the analysis and decision steps that follow.

One final point. Please remember that the objective is to assure that jobs are correctly understood and classified—that is, not too high or too low, but at the proper salary range. Your participation can help meet that goal.



16. TYPES OF POSITIONS/POSITION CLASSIFICATION

ADDENDUM C

SUGGESTIONS FOR DESCRIBING YOUR POSITION

It is essential that the Human Resources Section be furnished with adequate, accurate and detailed information as to the duties and responsibilities of your position. Sometimes it is difficult to describe the duties of a position. For this reason, it is suggested that you compose your statements on a separate sheet of paper and review it in the light of these instructions before completing the Position Description (PD). Certain viewpoints and suggestions are offered to help you in preparing a comprehensive statement of your duties and responsibilities.

1. **DESCRIBE IN DETAIL THE WORK YOU PERFORM.** Section 13 is a very important section. You may use additional pages if necessary. Label them "Section 13, continued," and attach to the PD. Sometimes it is helpful to keep a log of tasks for a week or two and then organize your notes into Section 13.
2. **DO NOT USE BROAD GENERAL TERMS WITHOUT EXPLANATION.** Try to give a clear picture of your work, so that one unacquainted with it may gain a general understanding of duties and responsibilities. If your position requires professional, scientific, or technical training, describe it so that another person in the same field could understand the position.
3. **MAKE CLEAR STATEMENTS.** Avoid the use of adjectives such as difficult, important or complex. These are of no value to the analyst who must classify your position. Rather, describe why a task is difficult, important or complex.
4. **MAKE ORIGINAL AND INDEPENDENT STATEMENTS: USE YOUR OWN WORDS**
Do not copy information from class specifications or other job descriptions. Descriptions of classes of positions are given in broad terms so as to include many individual positions. Do not collaborate with others in your office doing similar work. Original descriptions give a better picture of the work performed and therefore, result in more accurate classification than one description prepared by several employees.
5. **SUGGESTIONS FOR PREPARING CLEAR, DESCRIPTIVE JOB STATEMENTS**
 - A. If you are a secretary, rather than stating: "I take dictation and transcribe my notes," explain the kinds of dictation—correspondence, reports, informal conferences or formal hearings. Explain the subject matter—general, administrative, medical, engineering or legal. Do you have occasion to compose your own letters? How often? Under what circumstances? If your position requires you to have advanced computer capabilities or production level typing speed and accuracy, state what capabilities and list the words per minute.
 - B. If you are an inspector, it is not sufficient to say: "I assist in the enforcement of the Occupational Safety and Health Act by making inspections and preparing reports." Explain:
 - (1) where you make the inspections;

ADDENDUM C CONTINUED

- (2) list your contacts;
 - (3) describe what you inspect;
 - (4) list what the inspection covers;
 - (5) describe the purpose of your inspection;
 - (6) explain what you look for;
 - (7) detail the points you cover in your report;
 - (8) state if the report is done on a prescribed form or if you use your own initiative and material to organize it; and
 - (9) explain to whom the report is presented and what action could be taken based on your report.
- C. If you are an administrative officer, the description of your work is generally broader in nature. In such cases, a satisfactory description of Section 13 can be prepared by considering replies to such questions as the following:
- (1) What functions do you direct, supervise and control?
 - (2) What responsibility do you have in the formulation and development of operating plans, programs, budget and policies?
 - (3) What type of decisions do you make that do not require higher approval and are generally not reviewed?
 - (4) What matters do you generally have recommendation authority?
 - (5) Over what geographic areas do you have administrative control?
 - (6) Give statistics such as the size of the agency, number of staff, or number of subordinates, annual amount of receipts, disbursements, collections or other figures that will serve as an index.
6. **AVOID LOOSE AND VAGUE EXPRESSIONS.** Statements such as “I assist in,” “I coordinate” or “I handle correspondence in connection” without explaining just what you DO when you handle correspondence are of little use. The fact that you assist in doing certain duties shows the purpose of your work, but it does not show exactly what you DO. Obviously, there are a great many ways of assisting in a given project. An executive secretary, a typist, a messenger, a mail clerk and a file clerk may all “handle correspondence” each in their own way.

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

16.24

Rev. 7/1/98

ADDENDUM C CONTINUED

7. **USE TYPICAL TASKS AS ILLUSTRATIONS.** Sometimes the best way to make a duty statement clear is to use typical task illustrations. Avoid the unusual or exceptional task that occurs once in a lifetime. The tasks used as illustrations should be typical of the duties occurring time and time again. Do not be reluctant to give specific tasks merely because you believe that it is common knowledge that they are part of the duties of your position. For example, a nurse in describing work ought to specify taking and recording temperatures, administering prescribed medications, changing dressings, etc.
8. **OBJECTIVE BASED JOB STATEMENTS.** Sometimes it is helpful to think of your work as requiring you to accomplish certain major objectives or tasks. In all but the simplest jobs, these major objectives are accomplished through lesser or contributing tasks. This process of dividing each task into its contributing tasks should obviously not be carried out to the point of being ridiculous. For example, the opening and closing of a file cabinet are tasks which contribute to the objective of filing a paper. When writing your description consider all the relative contributing tasks that make up a given objective and incorporate them in your duty statements.
9. **PERCENTAGES OF TIME.** You are asked to show the percent of your time given to your different duties in the column to the left of the space provided in Section 13 of the PD. Everyone understands that ordinarily you can not distribute your time exactly. Please give your best estimate. The following chart of percentage relationships should be helpful in establishing the amount of time spent on any given task:

If percentages are based on a 7.5 hour day:

1 hour	=	13%	5 hours	=	67%
2 hours	=	27%	6 hours	=	80%
3 hours	=	40%	7 hours	=	93%
4 hours	=	53%	7.5 hrs	=	100%

If percentages are based on a 37.5 hour week:

1 hour	=	4%	5 hours	=	13%
2 hours	=	5%	6 hours	=	16%
3 hours	=	8%	1 day	=	20%
4 hours	=	11%			

If percentages are based on a month = 21.7 days = 162.5 hours:

1 day	=	5%	4 days	=	19%
2 days	=	9%	1 week	=	23%
3 days	=	14%	2 weeks	=	46%

Try to put on paper the best possible description of your job. Your cooperation in preparing carefully and thoroughly considered statements will be appreciated. It will also facilitate a quicker response to your request.

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

16.25

Rev. 7/1/98



SUPERVISOR'S MANUAL

16. TYPES OF POSITIONS/POSITION CLASSIFICATION

ADDENDUM D

VOLUNTEER SERVICE AGREEMENT

This Agreement is entered into between the State of Alaska, Department of _____ (State) whose address is: _____ and _____ (Volunteer) whose address is: _____. WHEREAS, the Volunteer desires to participate as an unpaid worker in the following program _____ (Program) at _____ (Division, facility or location); performing the following activities:

_____ alongside, but not displacing State employees and, WHEREAS, the State desires to allow the Volunteer to participate in said Program, NOW, THEREFORE, the parties agree as follows:

The Volunteer agrees to participate without compensation for his/her services in the Program under the direct supervision of state employee: _____ (Supervisor).

In consideration of the benefits received by the State from the Volunteer's participation in the Program, the State agrees to extend to the Volunteer all medical benefits and compensation afforded to its employees under the Alaska Workers' Compensation Act (AWCA) in the event the Volunteer suffers injury, illness or death arising out of the performance of his/her services while acting within the course and scope of his/her volunteer duties. It is agreed that weekly compensation for disability or death will be based on the minimum rate of compensation under AS 23.30.175. It is agreed that compensation or medical benefits will not be provided when the volunteer may be eligible for workers' compensation coverage from any other employer or from any other medical or disability policy. Disputes regarding payment of compensation and medical benefits under this agreement are agreed to be decided by the Alaska Workers' Compensation Board without stipulating to the Board's jurisdiction.

The State agrees to defend, indemnify, and hold harmless the Volunteer in the same manner and to the same extent the State protects its employees from any claim, demand, suit for property damages or personal injury including death allegedly caused by the Volunteer's activities if the Volunteer: a) at the time of the occurrence was acting in good faith within the course and scope of his/her volunteer duties in accordance with the directions of the Supervisor; b) the Volunteer provides immediate notice to the State of any claim; and c) the Volunteer cooperates in the defense and does not stipulate to any judgment or settlement without the State's approval.

The Volunteer understands the State does not insure loss or physical damage to its employee's personal vehicle, equipment, or other personal property used while performing state work; nor will the State provide property insurance coverage for loss or physical damage to any Volunteer's personal vehicle, equipment, or other personal property used while performing his/her volunteer duties.

In consideration of the benefits received from participation in the Program and the protection offered by this Agreement, the Volunteer: 1) accepts the remedy provided by the Alaska Workers' Compensation Act as his/her sole legal remedy from the State if the Volunteer suffers work-related injury, illness or disease while acting within the course and scope of his/her volunteer duties; 2) transfers his/her right to recover from others who may be responsible for the injury, illness, or disease to the State and/or its assigns; and 3) agrees to cooperate and to do everything necessary to enable the State and/or its assigns to enforce the right to recover from others.

The Agreement is effective on the day when signed by the person designated below as the Program Director and filed with the Division of Risk Management.

The Volunteer acknowledges he/she has read this Agreement, understands it and agrees to be bound by its terms.

SIGNED: _____

DATE: _____

Volunteer: _____ Phone _____

Number: _____

Program _____ Supervisor: _____ Title: _____ Phone _____

Number: _____

Program Director: _____ Title: _____ Phone _____

Number: _____

SUPERVISOR'S MANUAL

16. TYPES OF POSITIONS/POSITION CLASSIFICATION (continued)

Will Volunteer be Traveling? YES ☐ NO ☐ **If YES, indicate mode with "S" for State-owned or "P" for Personally-owned:** Vehicle ☐ Plane ☐ Boat ☐ ATV ☐

copy - Department/Program

copy – Volunteer

copy - Division of Risk Management Forms/Word/Volunteer



17. TRAINING

Purpose

To provide Department of Administration supervisors and managers with guidelines for providing training opportunities to employees.

Authority

Alaska Statute 39.25.050
Personnel Regulation 2 AAC 07.300

Background

It is the policy of the Department of Administration to maximize effectiveness and productivity by providing training opportunities to employees on the essential skills necessary to perform their current duties and within available resources.

Training will be approved without regard to race, religion, color, national origin, age, sex, physical disability, marital status, change in marital status, pregnancy, or parenthood.

For purposes of this section, training is defined as college, trade, craft or skills courses, seminars, workshops, and professional meetings in contrast to on-the-job training provided by the immediate supervisor. Training is grouped into three categories defined as:

Basic Orientation—Required for all new employees to the department.

Skills, Attitudes, and Values—Includes technical, administrative, supervisory and management training.

Executive/Leadership—Custom training for the Department of Administration executive management team. Provided at the discretion of the commissioner.

Procedure

1. Training Registration

Registration for employee training may be requested directly by the employee's supervisor or the personnel contact in the division.

2. University Accredited Courses

The Department of Administration may pay for specific college courses that are directly related to an employee's current job and in some cases for courses that will prepare an employee for advancement.

17. **TRAINING (continued)**

- A. Tuition for courses offered on a regular basis through a university will be paid initially by the employee, unless the employee is directed by the supervisor to take the course.
- B. The division director or designee will determine the amount of reimbursement for the class, based on its job relatedness and money available for this purpose.
- C. To be eligible for reimbursement, an employee must receive prior written approval (see addendum A) for reimbursement from the division director or designee and receive a passing grade of C or better. There will be no reimbursement for auditing classes.
- D. Upon completion of the course, the employee may request reimbursement by submitting all receipts (not a cancelled check), documentation indicating completion of the course with a passing grade, and the previously-approved request for reimbursement to the Human Resources Section for processing. Requests for reimbursement should be made within 60 days of the end of the course.
- E. The employer may reimburse the cost of tuition for the course. In general, costs for lab fees, books or supplies will not be paid unless required by the collective bargaining agreement. Costs of student activity fees or other additional fees for credit will not be paid.
- F. When an employee is directed or required to attend a course, the employer will pay all costs associated with the course.
- G. Overtime eligible employees directed to attend training outside of normal working hours must receive overtime compensation if the employee's hours of work and training exceed the minimum workweek (or work day for **LTC**). The supervisor may choose to alter an employee's normal workweek schedule to avoid this liability.

3. Reimbursement Agreements

Employees are required to sign a reimbursement agreement for all courses having a tuition dollar value of \$500 or more (see addendum B)

The agreement states that the employee agrees to reimburse the department for 100% of the department's costs for tuition, other fees and course materials if the employee leaves State of Alaska service within six months, and 50% of the department's costs if the employee leaves State of Alaska service between six months and one year from completion of the training. Beyond one year, employees are not expected to reimburse the department.

It is agreed that if employment with the State of Alaska is terminated as a result of death, prolonged illness, disability, or layoff, the employee will not be required to reimburse the State for tuition, other fees, and course materials.

17. **TRAINING (continued)**

3. Training Plans

- A. Supervisors and managers are encouraged to complete a yearly evaluation of employee training needs, establish a training plan for each employee, and include it as part of the performance evaluation. The training plan does not constitute a binding commitment on the part of the State to provide all or part of the suggested training.
- B. Supervisors and managers are encouraged to keep track of training attended by each employee during the fiscal year. This information should be sent to the Human Resources Office for reporting purposes, as well as documented in the employee's annual performance evaluation and can be used for budgeting purposes.

4. Training Information

The Human Resources Section distributes information about up-coming training offered across the state.

SUPERVISOR'S MANUAL

17. TRAINING (continued)

ADDENDUM A

DEPARTMENT OF ADMINISTRATION
TRAINING REQUEST

NAME: _____ SSN: _____

DIVISION: _____ SUPERVISOR: _____

VENDOR INFORMATION

VENDOR: _____

CLASS TITLE: _____

DATES: _____ LOCATION: _____

COST: _____

SPECIAL ACCOMODATION REQUESTED: _____

TYPE OF TRAINING:

A. _____ Mandatory-Required by Supervisor
100% Funding

C. _____ Job-Related: Cost reimbursed
at 100%

B. _____ Job Related:
100% Funding

D. _____ Career Related Cost reimbursed
at 50%

Funding: CC _____ LC _____ Account _____

If the training tuition exceeds \$500, a Reimbursement Agreement must be signed by the employee:

Employee Date: _____

APPROVAL:

Date: _____

Immediate Supervisor

17. TRAINING (continued)

ADDENDUM B

**DEPARTMENT OF ADMINISTRATION
TRAINING REIMBURSEMENT AGREEMENT**

It is agreed that if employment with the State of Alaska is terminated in less than one year, unless the termination is a result of death, prolonged illness, disability, or layoff, the employee will reimburse the State for tuition, other fees, and course materials in accordance with the following schedule:

- a) 100% if termination occurs before completing 6 months,
- b) 50% if termination occurs after 6 months or before 12 months,
- c) 0% if termination occurs after 12 months.

Termination for reasons due to misconduct or delinquency on the part of the applicant or employee, or to false statements on appointment documents, either prior to, or subsequent to employment will be considered as termination for reasons within the control of the applicant or employee.

It is agreed that the employee may be required to reimburse the department if he/she fails to attend the event and the department is unable to obtain a refund.

It is further agreed that the State of Alaska shall have the right to deduct from the undersigned employee's final paycheck any monies owing to the State in accordance with the above schedule or to recover such monies by other legal means.

Training Course Title_____

Amount subject to this reimbursement agreement:_____

Supervisor's Signature _____Date_____

Employee's Signature _____Date_____



18. WORKERS' COMPENSATION

Purpose

To provide Department of Administration supervisors, and managers with guidelines for reporting on-the-job injuries or illness; affects on leave, and other considerations.

Authority

Alaska Statute 23.30, Workers' Compensation Act
Alaska Statute 39.25.158, Reemployment Rights
Alaska Administrative Manual 250.120
Personnel Regulation 2 AAC 07.097

Background

In accordance with State and federal law, workers' compensation benefits are payable to Department of Administration employees who are injured or contract a disease in the course of their employment. Benefits generally include the cost of medical care and lost wages. If the injury was purposely self-inflicted, caused by the employee's intoxication, or caused by the employee being under the influence of drugs (unless the drugs were taken as prescribed by the employee's doctor), the claim is not payable. Carelessness or negligence by the employee, or a fellow employee, does not necessarily invalidate a claim. The State's adjuster will determine if a claim is payable. All injuries are reported on the forms shown as Addenda A and B.

Any injury, accident, or incident, which could create a liability against the State, must be promptly reported. Refer to this chapter or the Division of Risk Management Claim Reporting Procedures Manual for specific details. A copy of the manual can be obtained by calling the Division of Risk Management at 465-2180 or may be downloaded from the Division of Risk Management's home page on the State of Alaska, Department of Administration Internet/Intranet.

Procedure

1. Filing a Claim

An employee injured on the job must report the injury or illness on Form 02-921, Report of Occupational Injury or Illness (Addendum A). The form is completed and distributed on the date of injury, or as soon thereafter as possible. Forms are available from the Human Resources Section.

- A. After receiving any required medical attention and notifying the supervisor, the employee completes items 1 through 17 of the form and gives it to the supervisor after signing in space #16 of the form.

18. WORKERS' COMPENSATION (continued)

- B. The supervisor completes items 18 through 50. In the event the employee is unable to complete items 1 through 17, the supervisor completes the entire form and notes in space #16 the employee is unavailable. If the supervisor does not know an answer or the question does not apply in the given situation, the supervisor should respond accordingly; distribution and processing of the claim should not be delayed. Failure to immediately complete and distribute the form may result in a delayed payment to the injured employee and a 25 percent penalty assessed against the State, charged to your Division.

2. Distribution of Forms

A. Report of Occupational Injury or Illness, Form 02-921

The supervisor distributes the completed and signed form as follows:

BLUE COPY	Mail Stop #0700 Alaska Department of Labor Workers' Compensation Division -or- mail to: P.O. Box 25512 Juneau, AK 99802-5512 Telephone: 465-2790
WHITE COPY	Mail Stop #0200 Department of Administration Division of Risk Management –or- Mail to: P.O. Box 110218 Juneau, AK 99811-0218 Telephone: 465-2180
PINK COPY	Ward North America, Inc. Workers' Compensation Department 3330 Arctic Blvd. 206 Anchorage, AK 99503
GOLDENROD	Human Resources Section, MS 0208
YELLOW AND GREEN COPIES	Employee

You will notice the Employee's green copy is different with respect to the bottom section of the form. There is an additional section that is to be completed by the employee if there is an absence of more than three days caused by the illness or accident. It asks the employee for information about their tax filing status on their income tax return. The employee should be instructed to complete the lower section

SUPERVISOR'S MANUAL

18. WORKERS' COMPENSATION (continued)

and reverse side of the green copy and submit it directly to Northern Adjusters, when applicable.

- B. When receiving medical treatment, the injured employee should request the attending physician to file a "Physician's Report of Occupational Injury or Illness" and to state the injury occurred on the job. The attending physician will have this form available. The attending physician will send the form to:

Ward North America, Inc.
3330 Arctic Blvd. 206
Anchorage, AK 99503

A copy should also be sent to:

Alaska Department of Labor
Workers' Compensation Division
P.O. Box 25512-5512
Juneau, AK 99802

All medical expenses incurred as a result of a work-related injury should be submitted to Ward North America, Inc., rather than the employee's regular insurance carrier.

3. Supervisory Responsibilities

- A. If the injured employee does not, or cannot, complete Form 02-921, the supervisor must report the injury. It is the responsibility of the supervisor to complete and distribute the form no later than ten days after having knowledge that an employee has been, or claims to have been, injured while on official State business.
- B. Supervisors are required to complete Form 02-932, Supervisor's Accident Investigation Report (Addendum B), when it will add to the overall understanding of an employee's reported workers' compensation injury or illness.

If completed, it should be distributed as follows:

BLUE COPY	Division Director
-----------	-------------------

YELLOW COPY	Department of Administration Division of Risk Management P.O. Box 110218 Juneau, AK 99811-0218
-------------	---

PINK COPY	Supervisor's copy
-----------	-------------------

18. WORKERS' COMPENSATION (continued)

GREEN COPY

Human Resources Section

- C. The federal Occupational Safety and Health Administration (OSHA) requires that an employer must report any employment accident which results in a fatality or an in-patient hospitalization within eight hours of the event or when the employer became aware of the event. The reporting may be made orally by toll free telephone to the nearest OSHA office. The number is 1-800-321-6742.
- D. Supervisors should monitor the status of injured employees. Depending on the severity of the injury and judgement of the supervisor, periodic physician's statements may be requested including a prognosis for returning to duty. State agencies may designate supervisory personnel or other staff as case managers to assist injured employees through the rehabilitation process and in dealing with the workers' compensation adjuster.
- E. No compensation for wages will be paid for any injury which does not incapacitate the employee from earning full wages for a period of at least three days after the day of injury. If the incapacity continues after this three-day waiting period, the employee may be eligible for wage compensation payments. If the injury results in disability of more than 28 days, payment will then be made for the three-day waiting period. The claims adjuster will arrange for proper compensation for an employee on workers' compensation. The supervisor should assure that leave slips clearly marked "Workers' Compensation" are submitted along with the timesheets, when required, to the Human Resources Section.

Workers' compensation disability payments are not a supplement or addition to the employee's regular pay. The employee's regular pay will be reduced by the amount of the workers' compensation payment, and a portion of the leave used for injury or illness will be reinstated. It is not until employees on workers' compensation have exhausted their leave balances will they receive payment directly from the insurance carrier. Employees should be informed that they may retain these payments.
- F. Supervisors or managers who believe or suspect that an injury or illness is not appropriately covered by workers' compensation are encouraged to report this to either the insurance adjuster or the Division of Risk Management.

4. Volunteers

Volunteers are not eligible for compensation, health or life insurance, retirement credit or other employment benefits provided to paid employees. However, volunteers who are reported to the Division of Risk Management may be provided coverage under an accidental injury policy that provides basic medical expense benefits. This policy is paid for by those Departments/Divisions who wish to participate. Supervisors and managers who have volunteer workers within their agency should provide the names of these

18. WORKERS' COMPENSATION (continued)

individuals to the Division of Risk Management. Volunteers who receive some form of consideration, such as education credit, may be considered "employees" for workers' compensation purposes. Each circumstance will be considered on a case by case basis by the insurance adjusters.

5. Reemployment Rights

Alaska Statute 39.25.158 provides reemployment rights for injured State employees who are unable to return to their previous duties due to a permanent injury or illness incurred on the job. The former employee must request to return to work within 30 days after receipt of a release from a physician indicating the employee is able to return to full or modified duty. The request must be sent to the Division of Personnel directly by the employee.

6. Annual Reporting Requirement

The Occupational Safety and Health Act of 1970 requires preparation and maintenance of a listing of occupational injuries and illnesses. The records are maintained by calendar year on Form OSHA 200 (Addendum C).

Supervisors should comply with internal recording and reporting procedures within their division. Supervisors are responsible for submitting these forms to the human resources manager on January 15 of each year. Extra forms are available from the Human Resources Section. The Human Resources Section will compile annual departmental statistics on occupational illness and injury, as required by the law.

STATE OF ALASKA REPORT OF OCCUPATIONAL INJURY OR ILLNESS

AWCB Case Number

EMPLOYEE: Answer ALL questions 1-20. Follow instructions on the back of the GREEN and CANARY page.

1. Last Name First Name Initial			2. Telephone Number	3. Date of Birth / /	4. Sex <input type="checkbox"/> M <input type="checkbox"/> F	5. Social Security Number
6a. Mailing Address			7a. Residence Address (Do not use P.O. Box; this must be your residence address)			
6b. City State ZIP Code			7b. City State ZIP Code			
8. City, Town, Village where injury occurred			9. Date & Hour of Injury or Exposure to Disease Date / / Hour <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		10. On Employer's Premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	
11. Full Name and Address of Attending Physician			12. Hospitalized? <input type="checkbox"/> Yes <input type="checkbox"/> No		13. Name and Address of Hospital	
City State ZIP Code			City State ZIP Code			
14. Type of Injury or Illness and Part of Body Injured <input type="checkbox"/> Left <input type="checkbox"/> Right			15. Describe How the Injury or Illness Happened (Be specific)			
16. Employee's Signature (If not available, explain)						
						17. Date Signed / /

EMPLOYER: Answer questions 18-49. Carefully follow instructions on PINK page.

18. Department		Code	Division/Location		Code	19. Region (if applicable)	
20. Mailing Address (street and number)						21. Name of Insurer: State of Alaska Self Insurance Program	
City		State	ZIP Code	Telephone		22. Full Name and Address of Adjusting Company	
23. Date Employer First Knew Injury was Work-Related / /		24. Time Employee Left Work Date / / Hour <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.				Mailing Address (street and number)	
25. Will Injury Result in Lost Time Beyond Date of Accident? <input type="checkbox"/> Yes <input type="checkbox"/> No		26. Date Returned to Work / /		27. Death <input type="checkbox"/> Yes <input type="checkbox"/> No Date / /		City State ZIP Code Telephone	
28. Place Where Injury or Illness Took Place (if different from location listed in #20).				29. Employee's Occupation		30. Date Hired by Employer	
31. Earnings Calculated By: <input type="checkbox"/> Hr. <input type="checkbox"/> Day <input type="checkbox"/> Output <input type="checkbox"/> Wk. <input type="checkbox"/> Mo. <input type="checkbox"/> Year			32. Rate of Pay \$ per		33. Days Employee Works per Week <input type="checkbox"/> 3 or Less <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7		34. Scheduled Days Off
35. Workday Began <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.			36. Was Employee Paid for Day of Injury? <input type="checkbox"/> Yes <input type="checkbox"/> No				
37/38. Give Details of How Accident Happened.							
39. Was Accident Caused by Failure of a Machine or Product? <input type="checkbox"/> Yes <input type="checkbox"/> No		40. Were Mechanical Guards or Other Safeguards Provided? <input type="checkbox"/> Yes <input type="checkbox"/> No		41. Name Machine, Substance, or Object Which Directly Injured Employee		42. If Mechanical, Specifically What Part?	
43. Name and Addresses of Witnesses				44. If the Accident Was Caused by Anyone Besides Employee, Give Name and Address			
45. Dependents (name and address in case of death)							
46. If you Doubt Validity of Claim, State Reason (complete Supervisor's Report if necessary, and describe in detail)							
47. Signature of Authorized Employer Representative				48. Title			49. Date Signed / /

WARNING TO EMPLOYEES AND EMPLOYERS: Penalties for fraud or misleading statements. A person who knowingly makes a false or misleading statement that adversely affects another person, is guilty of deception as defined in AS 11.46.180, and may be punished as provided in AS 11.46.120-150.

See Instructions on Back of Pink, Goldenrod, and Canary Pages. Make certain all copies are legible.

STATE OF ALASKA
REPORT OF OCCUPATIONAL
INJURY OR ILLNESS

AWCB Case Number

EMPLOYEE: Answer ALL questions 1-20. Follow instructions on the back of the GREEN and CANARY page.

1. Last Name	First Name	Initial	2. Telephone Number	3. Date of Birth / /	4. Sex <input type="checkbox"/> M <input type="checkbox"/> F	5. Social Security Number
6a. Mailing Address			7a. Residence Address (Do not use P.O. Box; this must be your residence address)			
6b. City State ZIP Code			7b. City State ZIP Code			
8. City, Town, Village where injury occurred			9. Date & Hour of Injury or Exposure to Disease Date / / Hour <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		10. On Employer's Premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	
11. Full Name and Address of Attending Physician			12. Hospitalized? <input type="checkbox"/> Yes <input type="checkbox"/> No		13. Name and Address of Hospital	
City State ZIP Code			City State ZIP Code			
14. Type of Injury or Illness and Part of Body Injured <input type="checkbox"/> Left <input type="checkbox"/> Right			15. Describe How the Injury or Illness Happened (Be specific)			
16. Employee's Signature (If not available, explain)						17. Date Signed / /

EMPLOYER: Answer questions 18-49. Carefully follow instructions on PINK page.

18. Department	Code	Division/Location	Code	19. Region (if applicable)
20. Mailing Address (street and number)				21. Name of Insurer: State of Alaska Self Insurance Program
City	State	ZIP Code	Telephone	22. Full Name and Address of Adjusting Company
23. Date Employer First Knew Injury was Work-Related / /	24. Time Employee Left Work Date / / Hour <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.			Mailing Address (street and number)
25. Will Injury Result in Lost Time Beyond Date of Accident? <input type="checkbox"/> Yes <input type="checkbox"/> No	26. Date Returned to Work / /	27. Death <input type="checkbox"/> Yes <input type="checkbox"/> No Date / /	City	State ZIP Code Telephone

EMPLOYEE: READ AND FOLLOW THE INSTRUCTIONS BELOW

DECLARE YOUR MARITAL STATUS AND THE NUMBER OF YOUR ACTUAL DEPENDENTS ON THE INJURY DATE. "ACTUAL DEPENDENTS" MEANS THE EXEMPTIONS YOU WOULD BE ABLE TO CLAIM IF YOU WERE FILING YOUR INCOME TAX RETURN.

1. MARITAL STATUS: ☐ SINGLE ☐ MARRIED, SPOUSE'S FULL NAME _____

2. DEPENDENTS:

a. <input type="checkbox"/> YOURSELF	<input type="checkbox"/> 65 OR OVER	<input type="checkbox"/> BLIND	Enter number of boxes checked in (a) and (b)	<input type="text"/>
b. <input type="checkbox"/> SPOUSE	<input type="checkbox"/> 65 OR OVER	<input type="checkbox"/> BLIND		
c. <input type="checkbox"/> List first names and birthdates of your dependent children who live with you: _____				

d.	Other Dependents (1) Name	(2) Relationship	(3) Do you provide more than 1/2 of dependent's support?	Enter number of children listed	<input type="text"/>
				Enter number of other dependents	<input type="text"/>

Always check the box labeled "Yourself." Check other boxes if they apply	e. Total Number of Dependents Claimed	Add numbers entered in boxes above	<input type="text"/>
--	---	------------------------------------	----------------------

Employee's Signature	Date
----------------------	------

IMPORTANT!
TURN PAGE OVER AND COMPLETE FORM

TO THE EMPLOYER

This copy should be given to the department's Human Resources Manager and then placed in the personnel file of the injured employee in order to satisfy the requirements of AS 23.30.205(c).

TO THE EMPLOYEE

Obtain first aid or medical treatment immediately. Ask your doctor to mail a "Physician's Report" (07-6102) to the state's claims adjuster and the Workers' Compensation Board.

Notify your employer about your injury. Complete the "EMPLOYEE" section, questions 1-20 of this form.

The following is applicable to injuries which qualify medically as requiring time off from work or which result in a disability:

If you, your employer, and your doctor promptly file reports, there should be no delay in payment of compensation. You will not be paid for the first three (3) days of the disability unless your disability lasts more than 28 days. The first installment of compensation becomes due on the 14th day after the employer has knowledge of the injury, illness, or disease. After the first payment, you should get a check every two weeks while you are disabled. If you have not received payment within 21 days from the date you were injured, contact the adjuster first. If you have any questions or problems, contact the Workers' Compensation office nearest you.

If you believe your work-related injury will keep you from returning to your job at the time of injury and you believe that you may need retraining, you should seek assistance and information about reemployment or retraining programs from the Alaska Division of Personnel or from your department Human Resources Manager. You may also contact the Workers' Compensation Division at:

Alaska Workers' Compensation
Division Offices:

Division of Labor Standards and
Safety Offices:

Anchorage:

3301 Eagle Street, #304
P.O. Box 107019
Anchorage, AK 99510-7019
(907) 269-4980

3301 Eagle Street, #301
P.O. Box 107022
Anchorage, AK 99510-7022
(907) 264-4900

Fairbanks:

675 Seventh Avenue, Station H2
Fairbanks, AK 99701-4586
(907) 451-2889

Juneau:

1111 West 8th Street, #307
P.O. Box 25512
Juneau, AK 99802-5512
(907) 465-2790

1111 West 8th Street, #304
P.O. Box 21149
Juneau, AK 99802-1149
(907) 465-4842

**ALL INFORMATION IN THE WORKERS' COMPENSATION BOARD
FILES, EXCEPT MEDICAL AND REHABILITATION RECORDS, IS
AVAILABLE FOR PUBLIC REVIEW AND COPYING.**

TO THE EMPLOYEE

IF YOU BELIEVE THAT YOU WILL NOT BE ABLE TO WORK FOR MORE THAN THREE (3) DAYS BECAUSE OF YOUR INJURY, IMMEDIATELY FILL OUT THE FORM BELOW AND SEND IT TO THE ADJUSTING SERVICE COMPANY OR YOUR DEPARTMENT'S HUMAN RESOURCES MANAGER FOR FORWARDING TO THE STATE'S ADJUSTING SERVICE.

Check the BOXES which are true for you. Attach wage stubs or records about your earnings as indicated, including deferred income, employer-provided room and board, and employer contributions to a qualified pension or profit-sharing plan.

1. ☐ When injured, I was a seasonal/temporary worker. ATTACH EARNING RECORDS FOR ALL WORK FOR THE CALENDAR YEAR IMMEDIATELY BEFORE THE INJURY.

IF YOU CHECKED BOX NUMBER ONE ABOVE, SKIP TO NUMBER FIVE (5) BELOW.

2. ☐ I was employed less than 13 calendar weeks immediately before the injury. YOU DO NOT NEED TO ATTACH EARNING RECORDS.

3. ☐ I was employed 13 calendar weeks or more immediately before the injury.

- a. ☐ When injured, my wages were calculated by the:
☐ Week ☐ Month ☐ Year

ATTACH EARNING RECORDS IF YOU WORKED FOR MORE THAN ONE EMPLOYER.

- b. ☐ When injured, my wages were calculated by the day, hour, or output. IF YOU WERE EMPLOYED 13 WEEKS OR MORE, ATTACH EARNING RECORDS FOR YOUR MOST FAVORABLE 13 CONSECUTIVE CALENDAR WEEKS WITHIN THE 52 WEEKS IMMEDIATELY BEFORE YOUR INJURY.

4. ☐ When injured, my wages or the basis for my pay had not been set. ATTACH INFORMATION ABOUT THE USUAL WAGE FOR SIMILAR SERVICES.
5. ☐ When injured, I was employed by two or more employers.
6. ☐ When injured, I was a minor, apprentice, or trainee in a formal training program.
7. ☐ I was injured working as a volunteer ambulance attendant, volunteer police officer, or volunteer fire fighter.
8. ☐ I was injured before September 4, 1995.

ALL INFORMATION IN THE WORKERS' COMPENSATION BOARD FILES, EXCEPT MEDICAL AND REHABILITATION RECORDS, IS AVAILABLE FOR PUBLIC REVIEW AND COPYING.

TO THE EMPLOYER

This form must be completed and mailed immediately and in no case later than **ten (10) days** after you have knowledge that your employee has been injured or claims to have been injured while working for you. Be certain to mail the Original Blue Copy to the Alaska Workers' Compensation Board within the 10-day requirement.

"Injury" means accidental injury or death arising out of and in the course of employment and an occupational disease, illness, or infection which arises naturally out of the employment or which naturally or unavoidably results from an accidental injury.

"Injury" does not include **mental injury** caused by stress unless it is established that (A) the work stress was extraordinary and unusual in comparison to pressures and tensions experienced by individuals in a comparable work environment, and (B) the work stress was the predominant cause of the mental injury. A mental injury is not considered to arise out of and in the course of employment if it results from a disciplinary action, work evaluation, job transfer, layoff, demotion, termination, or similar action taken in good faith by the employer.

Failure to file this report within the required time may subject you and/or your insurer to a penalty equal to 20 percent of the amount of compensation due plus interest to the injured worker.

If you believe the employee will be unable to work for more than three days because of injury, be certain to complete items 31, 32, 33, and 34, or contact the adjuster and provide information about employee's earnings.

Blue CopyAlaska Workers' Compensation Board
P.O. Box 25512
Juneau, AK 99802-5512

White CopyAlaska Division of Risk Management
P.O. Box 110218
Juneau, AK 99811-0218

Pink Copy.....The Adjusting Service listed in the State of Alaska
Claims Manual

Goldenrod Copy.....For department's administrative personnel file.

Canary and Green CopiesEmployee

OSHA REQUIREMENTS

Report industrial deaths and accidents to the Division of Labor Standards and Safety. Alaska Statute 18.60.058 requires employers to report to the Division of Labor Standards and Safety an employment accident which is fatal to one or more employees or which results in the overnight hospitalization of one or more employees. The report, which must be made immediately, but no later than 24 hours after receipt by the employer, of information that the accident has occurred, must relate the circumstances of the accident, the number of fatalities, and the extent of the injuries.

ALL INFORMATION IN THE WORKERS' COMPENSATION BOARD FILES, EXCEPT MEDICAL AND REHABILITATION RECORDS, IS AVAILABLE FOR PUBLIC REVIEW AND COPYING.



19. LABOR CONTRACT ADMINISTRATION

Purpose

To provide Department of Administration supervisors and managers with information about their role as labor contract administrators.

Authority

Public Employment Relations Act - AS 23.40.070-23.40.260

General Government Unit (**GGU**), Supervisory Unit (**SU**), Confidential Unit (**KK**) and Labor, Trades and Crafts Unit (**LTC**) collective bargaining agreements

Background

Prior to 1972, the Personnel Rules and Title 39 of the Alaska Statutes governed the actions of the State of Alaska as the employer with respect to wages, hours, and conditions of employment for state employees. These authorities were limited in scope. In 1972, the Alaska Legislature enacted the Public Employment Relations Act (PERA). Under this Act, public employees were granted the “right to organize and form, join or assist an organization to bargain collectively through representatives of their choosing, and engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection” (AS 23.40.080).

The State now recognizes 11 collective bargaining units, with the major units in the Department of Administration being General Government, Supervisory, Confidential and Labor, Trades and Crafts. Only some contractual provisions for these units are specifically addressed in this manual. Other units, covering different groups of employees performing specialized work (often within a single department), are not addressed in this manual. Supervisors should have a copy of the contract(s) covering employees they supervise. Any supervisor who needs a copy of a particular contract may obtain one from the Human Resources Section.

The PERA also established an Alaska Labor Relations Agency (ALRA) that hears and rules on disputes arising under the PERA. The responsibilities of the ALRA include determining appropriate bargaining unit placement, hearing unfair labor practice complaints, and conducting strike votes. Appointed by the Governor and confirmed by the Legislature, the Agency is composed of three members who serve six-year terms. Paid staff of the ALRA are employees of the Department of Labor.

The Labor Relations Section of DOP is delegated the authority to interpret collective bargaining agreements. Human resources managers in the operating agencies administer the contracts on site. Supervisors are cautioned not to independently interpret contracts. Questions should be directed to the human resources manager.

Definitions

19. LABOR CONTRACT ADMINISTRATION (continued)

1. Interpretive Memoranda

From time-to-time the Labor Relations Section issues interpretive memoranda which are in effect until the contractual language is changed through the negotiation process. The memoranda clarify language and usually provide examples of how the contract language should be applied in a specific set of circumstances and provide the background and intent of the parties.

The interpretive memoranda are on file in the Labor Relations Section and copies are sent to agency human resources managers. As new memoranda are issued those that are appropriate for distribution will be sent out to holders of this manual.

2. Letters of Agreement

Collective bargaining agreements are legal and binding contracts. However, situations may arise where a particular provision of the contract is contrary to the best interests of the State and the union. In these circumstances, it is possible for the union and the Labor Relations Section to enter into a Letter of Agreement (LOA) to create, alter, or set aside contractual language in favor of other language that resolves a situation for both parties. Once in effect, LOAs are also legal and binding. LOAs may be entered into on behalf of an individual employee, a group of employees or all employees in the bargaining unit. Either the State or the union may initiate LOAs.

The human resources manager is available to assist supervisors and managers in drafting LOAs for review and approval by the Labor Relations Section. The supervisor should be prepared to provide the contractual provision to be addressed, the position control number and/or employees involved and, most importantly, the outcome to be achieved. LOAs may not be executed by individual employees. A proposed LOA is not in effect until signed by both the union and the commissioner of Administration or designee for the State.

3. Unfair Labor Practices

In general, the PERA prohibits a public employer and labor organization covered by the Act from interfering, restraining, or coercing public employees in the exercise of their rights to form or join a labor organization, or to engage in concerted activities for mutual aid or protection. In addition, the Act prohibits a public employer or labor organization from refusing to bargain collectively in good faith. Specific unfair labor practices are listed in AS 23.40.110. A person, employer or labor organization may file charges of unfair labor practices with the ALRA.

Examples of issues defined as unfair labor practices for an employer:

19. LABOR CONTRACT ADMINISTRATION (continued)

- * questioning employees about their union activities with the intent to restrain or coerce.
- * disciplining or disparate treatment (either favorably or unfavorably) of employees because of union activity or inactivity.
- * refusing to hire a qualified applicant because the applicant is either active or inactive in a union.
- * attempting to influence votes or otherwise interfere with a union certification or decertification election.

4. Union Stewards/Employee Representatives

Collective bargaining agreements authorize the union to appoint a reasonable number of stewards/employee representatives who are employees of the State. These stewards/employee representatives have the right to conduct union business as provided in their respective contracts.

The **GGU** and **SU** agreements allow union stewards/employee representatives a maximum of nine hours per month to handle grievances and/or complaints without loss of compensation. This time should be identified in the Remarks column of the time and attendance report. Time needed to handle grievances and/or complaints beyond the nine hours must be taken as union business leave. All other time off to transact authorized union business must be taken as union business leave or as authorized annual/personal leave.

The **LTC** and **KK** agreements allow stewards/employee representatives to conduct union business after providing the employer with notice of such activity.

All time taken to handle grievances and/or complaints, or other union business leave, must be approved in advance by the supervisor. The supervisor has the right to question the request for time off to the extent necessary to determine if a leave slip is required. Such requests for leave shall not be unreasonably denied. Supervisors do not need to change the work schedule or standards to accommodate the union business of stewards/employee representatives.

A list of authorized union stewards/employee representatives is available in the department's Human Resources Section or the Labor Relations Section of DOP.

5. Union Business Leave

19. LABOR CONTRACT ADMINISTRATION (continued)

The **GGU**, **SU**, **KK** and **LTC** bargaining units have business leave banks. The purpose of the bank is to compensate bargaining unit members when they participate in union activity as provided for in the respective agreements.

A bargaining unit member who wants to use union business leave must get prior approval for the leave from the immediate supervisor. Business leave is granted in the same manner as annual/personal leave and such leave will not be unreasonably denied. Union business leave is recorded in the miscellaneous leave section of the time and attendance report. The employee delivers the signed leave slip to the respective union.

6. Employee Files

Supervisors must not keep secret any files, logs, or other records on employees. A secret file is any file kept without the employee's knowledge. Generally, supervisors should notify employees at the time of their orientation that a working file will be kept, its location, what types of documents may be placed in the file and that it may be reviewed at any reasonable time. Reference to this notification can be made on the Employee Orientation form given to the employee when they are hired. See Section 3, New Employee Orientation. Having given this notice, supervisors do not need to inform employees each time an item is added to the file, nor does the employee need to see every document prior to it being placed in the file.

Access to working files is limited to the employee and those with a business reason.



20. DISCIPLINARY ACTION

Purpose

To provide Department of Administration supervisors and managers with general guidelines when considering employee disciplinary action. There are many exceptions to the guidelines presented below. Each instance of disciplinary action must be considered individually. Disciplinary action **should not commence without first discussing it with the department human resources manager.**

Authority

Alaska Statute 39.25.150(15)

Personnel Regulations 2 AAC 07.400, 2 AAC 07.415-420

General Government Unit (**GGU**), Supervisory Unit (**SU**), Confidential Unit (**KK**) and Labor Trades and Crafts Unit (**LTC**) collective bargaining agreements

Background

The purpose of discipline is to bring unacceptable behavior or performance to the attention of the employee so that the behavior or performance can be raised to acceptable standards. Discipline should be focused on helping the employee meet job requirements. If an employee is unable or unwilling to improve, or the misconduct was egregiously severe, dismissal may become necessary. Supervisors must be justified in administering discipline and the facts of the situation must be clearly documented for the record. This is especially important since a disciplinary action may result in a grievance proceeding and ultimately an arbitration hearing.

Careful preparation before taking disciplinary action will reduce the possibility of a grievance and will also provide a solid foundation and defensible position should a disciplinary action go to arbitration. If the State is unable to uphold disciplinary action, an arbitrator's decision may result in the change of policies and procedures, the reinstatement of an employee, the payment of large monetary awards or any combination of the above. Arbitration decisions may set standards for how future arbitration's are handled and decided. Ultimately, however, the most desirable result of disciplinary action is that work place problems are resolved, relationships between supervisors and employees remain productive, and the objectives of the work unit are achieved.

General Guidelines

1. Progressive Discipline

Progressive discipline is a long-standing principle in labor relations. It requires that appropriate forms and degrees of discipline be used for correcting performance problems. Progressive discipline is not primarily designed to be punitive, but rather affords the employee an opportunity to correct problem behavior or performance.

20. DISCIPLINARY ACTION (continued)

Progressive discipline steps need not be followed "by the book" in all cases. Clearly some behavior is so disruptive, universally understood to be wrong, and incompatible with employment as to require immediate removal of the employee from the work place.

Oral or written instructions that provide a clear explanation of what is expected of the employee are not considered discipline although both are often recommended as a foundation for subsequent disciplinary action. Because letters of instruction are not considered disciplinary, they are not usually filed in the official personnel file.

Employees are entitled to have union representation, usually a union business agent or steward, at meetings and hearings which may result in disciplinary action. The Supreme Court decision in National Labor Relations Board v. Weingarten, Inc. establishes that an employee must be afforded the opportunity for union representation upon request whenever the employee reasonably believes that an interview or meeting may result in discipline. The employee must arrange for such representation and exercising this right cannot unduly interfere with the legitimate business needs of an agency. You may refer to Section 19, Labor Contract Administration, for information about the rights and responsibilities of union representatives/stewards, or contact the Human Resources Office for specific assistance.

Progressive discipline typically includes the following steps of increasing severity and urgency. An example memorandum or letter for each step is provided at the end of the chapter.

A. Warnings (Oral or Written)

The warning should clearly state the problem, why it is a problem, explain how the employee is expected to remedy the problem, and document the consequences of continued poor performance or misconduct. A record of an oral warning should be kept in the supervisor's employee working file. Copies of written warnings should be forwarded to the human resources manager and the appropriate bargaining unit.

B. Written Reprimand

The next step in progressive discipline is written documentation for misconduct, or poor performance. The written reprimand should state the problem, explain how the employee is expected to remedy the problem, and document the consequences of continued poor performance or misconduct. A record of the written reprimand should be kept in the supervisor's working file, with copies forwarded to the official personnel file, the human resources manager and the appropriate union.

20. DISCIPLINARY ACTION (continued)

C. Suspension

If written warnings fail, then suspension may be required to demonstrate management's serious intent to fix the problem.

Suspension without pay may vary in length depending on the nature and degree of seriousness of the problem and other circumstances. As in previous steps, the employee must be told what the problem is, explain how the employee is expected to remedy the problem, and document the consequences of continued poor performance or misconduct. State policy requires that any suspension without pay imposed on an overtime exempt employee must be for not less than one workweek (normally five consecutive days beginning on the first day of the work week and ending on the last day of the workweek). The only exception is for a suspension of less than one week imposed in good faith for a violation of a major safety rule. Supervisors must consult with the human resources manager prior to suspending an employee.

Suspension without pay is generally imposed as a disciplinary measure before discharge is used as discipline. The time following a suspension affords the employee another opportunity to correct the problem and management time to further monitor the situation before imposing the most severe disciplinary action.

Suspension with pay may be used during an investigation of alleged misconduct when it is not appropriate for the employee to remain in the work place. It may be used, for example, when there is concern that the employee may cause harm to self or others, tamper with evidence, or interfere in some way with the investigation. Suspension with pay should only be used when no other viable alternative exists, such as temporary reassignment of the employee.

D. Discharge

If progressive discipline has failed to correct the problem, or if one incident is sufficiently egregious, discharge may be justified. Examples of conduct which may be cause for immediate discharge include gross disobedience, dishonesty, intoxication, substance abuse, physical misconduct, abusive or lewd behavior, or abandonment of duties. It is important to keep in mind that the burden of proof on the State in arbitration is much greater in a discharge case than in other types of disciplinary cases.

Because of the serious implications of discharge, the final decision on whether or not an employee is to be discharged is usually reserved for the division director or designee. The primary responsibility left to lower levels of management in discharge cases is to assure accurate documentation of performance problems, and all steps taken to afford the employee an opportunity to succeed. Supervisors who feel they have grounds to discharge an employee **must confer with the human resources**

20. **DISCIPLINARY ACTION (continued)**

manager and secure necessary approvals from the division director or designee prior to taking final action.

2. Just Cause

Labor contracts and good management principles require that the employer have just cause before it may discipline an employee. In fact, the issue in arbitration's dealing with disciplinary cases is essentially whether the employer had just cause for imposing the discipline. The arbitrator decides the standard for just cause based on the specifics of a particular case; however, some general guidelines apply.

In evaluating just cause, management applies a reasonableness test such as the one Arbitrator Harry Platt defined in a 1947 case:

To be sure no standards exist to aid an arbitrator in finding a conclusive answer.... and, therefore, perhaps the best he can do is to decide what reasonable persons, mindful of the customs and habits of industrial life and of the standards of justice and fair dealing prevalent in the community, ought to have done under similar circumstances and in that light to decide whether the conduct of the discharged employee was defensible and the disciplinary penalty just.

The concept of just cause in labor relations has evolved from contractual roots but with recognition of legal constraints and awareness of the criminal law.

Unions often try to apply a more rigid requirement of "seven tests of just cause". Those who subscribe to this standard would suggest that a "yes" answer is normally required to each of the questions listed below in order for the just cause standard to be satisfied. While no State collective bargaining agreements contain this requirement, a supervisor who analyzed these seven tests prior to taking a disciplinary action would be likely to have given thorough consideration of all factors in determining what discipline is reasonable for the circumstances of a particular case.

- A. The employee must know, or at least be reasonably expected to know, and understand the rule or order and the consequence of disregarding it.
- B. Rules must be reasonable and necessary for the normal conduct of business.
- C. Problem behavior must be investigated before deciding whether to administer discipline. As a reminder, employees are to be afforded the opportunity for union representation during meetings or hearings which could result in disciplinary action.
- D. Investigations must be fair and objective, hearing the other side of the story.

20. **DISCIPLINARY ACTION (continued)**

- E. The investigation must produce substantial evidence or proof that the employee is guilty of the specific offense.
- F. Discipline must be fair; any other employee with the equivalent background breaking the same rule under similar circumstances should be similarly disciplined.
- G. The severity of the penalty should be reasonably related to the seriousness of the offense; the punishment should fit the crime.

3. Due Process

Most employees have a right to due process when they are subject to disciplinary action. Otherwise, a reasonable disciplinary action may be overturned because of a violation of the employee's right to fair and just treatment from the employer.

The Supreme Court decision in Cleveland Board of Education v. Loudermill ruled the due process clause provided that certain substantive rights—life, liberty, and property--cannot be deprived except pursuant to constitutionally adequate procedures. Generally speaking, employees who have achieved permanent status are said to have a “property right” to their job. This was further reiterated in Walt v. State of Alaska, where the Alaska Supreme Court ruled that a pre-termination notice and hearing was required and that employees must be given the opportunity to respond to the allegations and tell “their side of the story” prior to discipline. The following requirements of due process must be observed. This meeting is not a full evidentiary hearing. It is the employee's opportunity to hear the charges against them and provide feedback to the decision maker.

- A. Prior to discipline, the employee must be informed about the charges or allegations of problem behavior.
- B. The employee must be afforded the right to representation. Whenever a supervisor meets with an employee to discuss matters which may involve discipline, the employee has the right to have a union representative present.
- C. The accused employee's side of the story must be heard before arriving at any decision about discipline. Any mitigating circumstances should be considered.
- D. The investigation must persuasively establish that the employee has misbehaved or performed poorly as alleged. All available documents and information from witnesses should be included in the investigation.
- E. If information comes to light during the course of an investigation that indicates criminal activity may have occurred, the investigation should be stopped immediately and the department human resources manager contacted.

20. **DISCIPLINARY ACTION (continued)**

- F. The past record of the employee must be reviewed to determine whether the employee's action was an isolated event or part of a related series of misbehavior.
- G. If disciplinary action results from the investigation, in most cases the union must be notified concurrently with notice to the employee and a copy of any written disciplinary action must be placed in the employee's personnel file maintained by the Division of Personnel. Drafts of written discipline should be reviewed by the human resources manager prior to being issued.
- H. In all cases, notice of disciplinary action to the employee should be made available to the union. The allegations, findings, conclusions, and recommendations may be reduced to writing in an investigation report, however, this is a confidential report and should not normally be made available to the union. Any documentation should be sent to the human resources manager.

4. Conducting the Investigative Meeting

Prior to taking disciplinary action, a supervisor must ascertain all the facts involved. The investigation should include an interview with the employee.

- A. Discuss the matter with the human resources manager prior to taking disciplinary action. An example of a written notice is provided at the end of this chapter.
- B. Advise the employee of the time and place of the meeting.
- C. Give the employee reasonable time to prepare.
- D. Tell the employee discipline may result and the potential severity of the discipline, and the employee may exercise the right to have a union representative present.
- E. Think about who should be at the meeting. If the employee brings a union representative, the human resources manager or other management representatives should also be present either in person or by teleconference.
- F. Give the employee full opportunity to tell the employee's side of the story.
- G. Listen carefully to what the employee has to say.
- H. Tell the employee when you expect to get back to them with your decision.
- I. Give yourself time to make a fair and objective decision after you have evaluated all the evidence.
- J. Consider all mitigating circumstances.

20. **DISCIPLINARY ACTION (continued)**

- K. Keep a written record of your investigation meeting to provide to the human resources manager, if requested, but do not release such records to the employee or the union.

5. Preparing a Written Warning, Reprimand, Suspension or Dismissal

- A. State that the letter or memorandum constitutes a written warning, reprimand, suspension or dismissal.
- B. Include a statement of the request, order, rule, regulation, conduct, or procedure which has been violated.
- C. Give specific facts including date, time, place, witnesses (if any), and actions of the individual involved. Be exact and to the point. Avoid making statements of assumption or using hearsay.
- D. Outline all previous warnings or oral/written reprimands given. State your intent to place a copy in the employee's personnel file.
- E. Indicate that the employee is being given a chance to correct the situation. Also state that if the behavior or performance does not improve, further disciplinary action will be taken. Be sure to state clearly what specific improvement is expected.
- F. Provide space at the end of the document for the employee to acknowledge receipt.
- G. Forward a copy of the letter/memorandum to the human resources manager for inclusion in the employee's personnel file, and send a copy to the appropriate union.

20. DISCIPLINARY ACTION (continued)

MEMORANDUM

STATE OF ALASKA
Department of Administration

To: Employee
Title

Date:

Phone:

From: Supervisor
Title

Subject: Investigatory Interview (Example)

Because it has been alleged that you may have engaged in possible misconduct, you are required to submit to an interview regarding this allegation.

You are directed to report for this interview in the conference room of the _____ at _____ on _____. Failure or refusal to report for this interview will be considered insubordination and will result in immediate dismissal.

You will be expected to answer specific questions during the course of the interview in a forthright and honest manner, failure to do so will result in immediate dismissal.

Due to the nature of these allegations, you may be accompanied by a Union representative if you so desire. You must contact the Union directly if you wish a representative to be present.

If you have any questions or require further information, please do not hesitate to contact me.

Employee Signature

Date

Acknowledgement of Receipt

cc: Division Director
Human Resources
Appropriate Bargaining Unit

20. DISCIPLINARY ACTION (continued)

MEMORANDUM

STATE OF ALASKA
Department of Administration

To: Employee
Title

Date:

Phone:

From: Supervisor
Title

Subject: Warning (*Example*)

INCLUDE:

(*History*) As addressed in the Letter of Instruction provided to you on _____, your frequent absenteeism and working irregular hours is not conducive to a good supervisory relationship with your staff.

(*Date*)

(*Incident*) From this point forward, you are to gain approval for all annual leave in advance from me directly. If you are sick and unable to be at work, I expect you to call me and speak with me personally within 15 minutes of your normal start time of 8:00 a.m. If I am not available, contact my secretary and leave a phone number where you may be reached.

(*Expectation*)

(*Consequences*) You are hereby warned that continued usage of leave without prior approval may result in more severe disciplinary action.

You are also reminded of your grievance rights under Article ____ of the _____(*bargaining unit name*).

Employee Signature

Date

Acknowledgement of Receipt

cc: Division Director
Human Resources
Appropriate Bargaining Unit

***NOTE: Warnings and Reprimands are in memorandum format;
and Suspensions and Dismissals are in Letter format.***

20. DISCIPLINARY ACTION (continued)

MEMORANDUM

STATE OF ALASKA
Department of Administration

To: Employee
Title

Date:

Phone:

From: Supervisor
Title

Subject: Reprimand (*Example*)

INCLUDE:

(*History of
Progressive
Discipline*)

On _____, you received a warning identifying that frequent absenteeism and working irregular hours was not conducive to a good supervisory relationship with your staff. In addition you were instructed to gain approval for all annual leave in advance. Yet since June 1, 1998, you have used 89 hours of sick leave, 3 hours of annual leave, and 35.54 hours of leave without pay.

(*Dates*)

(*Incident/Issue*)

Your leave usage has adversely effected the performance of the program and not only has a negative impact on staff and attainment of program goals, but reflects badly on the division as a whole and our ability to fulfill our mission. In order to provide effective leadership, management and supervision you must immediately curtail the excessive use of unscheduled leave. No leave will be approved without specific prior approval from myself or my designee.

(*Rule*)

(*Expectation*)

In the event you are unable to bring about corrections in accordance with this memo, I will be required to take further actions as required to bring about needed changes in the programs which may include disciplinary action up to and including dismissal

(*Consequence*)

You are hereby advised of your grievance rights under Article ____ of the _____ (*bargaining unit name*).

Employee Signature
Acknowledgement of Receipt

Date

cc: Division Director
Human Resources
Appropriate Bargaining Unit

SUPERVISOR'S MANUAL

20. DISCIPLINARY ACTION (continued)

DEPARTMENT OF ADMINISTRATION

DIVISION OF ADMINISTRATIVE SERVICES

TONY KNOWLES, GOVERNOR

P.O. BOX 110208
JUNEAU, AK 99811-0208
PHONE: (907) 465-5657
FAX: (907) 465-2263

CERTIFIED MAIL #123456

Employee
Address
City State Zip

Date

Dear Employee,

Re: Suspension/Final Warning *(Example)*

INCLUDE:

(Incident/Issue)

This serves as a notice of suspension without pay for your failure to follow directions, provide notice prior to taking leave, and excessive absenteeism. You have received a written warning and reprimand which reinforced a letter of instruction identifying frequent absenteeism and irregular work hours. You were directed to immediately curtail your excessive use of unscheduled leave, and instructed that no leave would be approved without specific approval. You were warned that further disciplinary actions would result if you were unable to make this correction.

(History of actions)

(Date)

When you did not show up for work on _____, I phoned you at your residence. You explained that your doctor changed your medication as a result of your sleep disorder and the medication was not agreeing with you. I requested that you immediately get an appointment with the physician and furnish me with a letter that explained your condition. If your physician prescribed a medical leave of absence to address your disorder, I would support that prescription and you would be granted a time off. However, as the documentation was not provided, I have no choice but to suspend you for a period of two weeks effective 8:00 a.m. _____.

(Expectation)

Upon your return from suspension on _____, you are instructed to take no further leave without my prior written approval. In addition you are directed to call me no later than 8:05 a.m. each morning to report to me that your are at work. If I am unavailable, advise my secretary.

(Consequence)

In the event your excessive absences are not curtailed, you fail to provide notice, or obtain prior approval for your absence, you will receive further progressive disciplinary actions up to and including dismissal. You are hereby advised of your grievance rights under Article ____ of the _____ *(bargaining unit name)*.

cc: Division Director
Human Resources
Appropriate Bargaining Unit

SUPERVISOR'S MANUAL

20. DISCIPLINARY ACTION (continued)

DEPARTMENT OF ADMINISTRATION DIVISION OF ADMINISTRATIVE SERVICES

TONY KNOWLES, GOVERNOR

P.O. BOX 110208
JUNEAU, AK 99811-0208
PHONE: (907) 465-5657
FAX: (907) 465-2263

CERTIFIED MAIL #123456

Employee
Address
City State Zip

Date

Dear Employee,

Re: **Dismissal** *(Example)*

INCLUDE:

(Date)

(Incident/Issue)

On _____ you received a suspension and final warning. The letter stated. "if you fail to report to work by 8:05 a.m., or contact me or my secretary in the morning, or contact me or my secretary in advance of your absence, you will be dismissed..." Since that letter you failed to call in on the 19th of June, although when we checked you reported that you came in at 8:00 a.m. Again on the 20th there was no call and you did not report to work until 9:00 a.m. Your performance in this essential area continues to be unacceptable and I see no prospects for improvement.

*(History of
Progressive
Discipline)*

In addition to the _____ suspension and final warning, we have discussed this unacceptable performance and you have received various memo's on this including, a letter of instruction on _____, a written warning on _____, and a letter of reprimand on _____. Despite this application of progressive discipline, your performance has not improved. You continue to fail to report to work at 8:00 a.m. and fail to comply with my specific directions regarding notification.

(Outcome)

Due to your continued failure to report to work on time or provide notice as instructed, you leave me with no alternative but to dismiss you from your position. You are hereby advised of your grievance rights under Article ____ of the _____ (*bargaining unit name*).

Sincerely,

Division Director

cc: Appropriate Bargaining Unit
Personnel File



21. GRIEVANCES/COMPLAINTS

Purpose

To provide Department of Administration supervisors and managers with guidance on how to handle grievances or complaints and where to find assistance with the process.

Authority

Public Employment Relations Act, AS 23.40.070-23.40.260

Personnel Regulations 2 AAC 07.435-07.445

General Government Unit (**GGU**), Supervisory Unit (**SU**), Confidential Unit (**KK**) and Labor, Trades and Crafts Unit (**LTC**) collective bargaining agreements

Background

A formal grievance or complaint system assures employees receive a fair hearing of their disputes. The existence of a formal mechanism helps to identify and define specific types of employee problems. The grievance procedure is also a means for clarifying matters which are not clearly defined in existing collective bargaining agreements. Collective bargaining agreements may also include other appeal procedures such as those for denial of a pay increase or the classification of a position. These are not considered grievances as outlined in this section.

Supervisors and managers are encouraged to contact the human resources manager for assistance on all steps in the grievance or complaint process.

All steps in the various grievance/complaint procedures are time limited. Any grievance/complaint not filed within the contractual time limits may be denied on procedural grounds and returned without addressing the merits of the case. Since the date of post mark of the mailing of a grievance/complaint can establish if the action was filed timely, supervisors should save the envelope in which it was received. Hand delivered forms should be date stamped and initialed by the recipient.

1. Definitions

A. General Government Unit (**GGU**) and Confidential Unit (**KK**)

The **GGU** and **KK** agreements make a distinction between a grievance and a complaint and have separate procedures and forms for each. A grievance is defined as "any controversy or dispute involving the application or interpretation of the terms of this agreement arising between the union or an employee or employees and the employer." Refer to Article 16 of the **GGU** agreement and Article 12 of the **KK** agreement for specific grievance procedures, which include the steps and time limits that must be followed. A complaint is defined as: "(1) any controversy, dispute or disagreement . . . which does not concern the application or interpretation of the terms of this agreement; (2) is the appeal of a discharge, demotion or suspension of a

21. **GRIEVANCES/COMPLAINTS (continued)**

probationary employee not holding permanent status in another job class. . . .” Refer to Article 15 of the **GGU** agreement and Article 12 of the **KK** agreement for specific complaint procedures, which include the steps and time limits that must be followed.

B. Supervisory Unit (**SU**)

The **SU** agreement defines a grievance as "any controversy or dispute arising between APEA or an employee and the employer." The **SU** does not have a separate complaint process as does **GGU** and **KK**. Refer to Article 10 of the agreement for specific grievance procedures, which include the steps and time limits that must be followed.

C. Labor Trades and Crafts, Local 71 (**LTC**)

The **LTC** agreement defines a grievance as "any controversy or dispute arising between the union or an employee of the bargaining unit and the employer." The grievance process is the sole means of settling any difference, dispute or controversy for **LTC** employees. Refer to Article 9 of the agreement for specific grievance procedures, which include the steps and time limits that must be followed.

2. Additional Considerations

A. Conducting the Grievance/Complaint Meeting

The union or the employer may request a meeting in an attempt to resolve a grievance or complaint. However, a supervisor should discuss possible resolutions with the human resources manager prior to meeting with the employee or union. If a meeting is warranted, the human resources manager will assist the supervisor in arranging a meeting. The following list contains guidelines for conducting and documenting the meeting.

- (1) If the union representative is present, another management person or the human resources manager, if possible, should also be present—either in person or by teleconference.
- (2) Listen to the union's proposal but do not make any commitments; rather, agree to get back to them within a reasonable time regarding the proposal.
- (3) Give yourself time to make a fair and objective decision after you have evaluated what the union has to say.
- (4) If the human resources manager was not present at the meeting, consult with the human resources manager before issuing a decision.

21. **GRIEVANCES/COMPLAINTS (continued)**

- (5) Keep written notes of your grievance meeting in the event it is escalated to higher steps in the process. Do not release your meeting notes to the grievant or to the union representative. If requested to do so, contact the human resources manager.

B. **Role of the Union Representative/Business Agent or Steward/Employee Representative**

The union representative/business agent is an employee of the union and a professional grievance handler. A steward/employee representative is an employee of the State of Alaska who is authorized by the union to represent other union members.

The role of the union representative/business agent or steward/employee representative is to represent the employee and is limited to:

- (1) being present at the grievance meeting;
- (2) asking clarifying questions; and
- (3) suggesting areas for further investigation.

The union representative/business agent or steward/employee representative have:

- (1) no right to cross examine;
- (2) no right to disrupt the meeting;
- (3) no right to demand any action; and
- (4) no right to call witnesses or to demand that others be questioned in their presence.

The **GGU** and **SU** agreements allow union stewards/employee representatives a maximum of nine hours per month in which to handle grievances and/or complaints without loss of compensation. Additional time must be taken as union business leave. Union stewards/employee representatives must get prior approval from their supervisor before beginning steward/employee representative work and must account for this time by indicating the number of hours in the remarks column of the time and attendance report.

The **LTC** and **KK** agreements allow stewards to conduct union business after providing the employer with notice of such activity, and must account for this time by indicating the number of hours in the remarks column of the time and attendance report.

Union representatives who are not employees of the State must have prior approval to visit any work area.

21. GRIEVANCES/COMPLAINTS (continued)

Some Do's for Grievance/Complaint Handlers

- * Do require that the specific nature of any grievance or complaint be identified. Determine whether the matter can properly be designated a grievance.
- * Do consult with the department human resources manager prior to releasing your response to the grievant or union.
- * Do determine the appropriate level of supervision to respond to the grievance or complaint.
- * Do follow the time frames for responding to the grievance or complaint.
- * Do fully inform your supervisor of all discussions about the grievance.

Some Do Not's for Grievance/Complaint Handlers

- * Do not agree to the binding effect of a past practice for settlement of a grievance.
- * If the grievance/complaint does not conform to procedures in the contract for time frames, is not filed with the right person, or does not follow other procedures as outlined in the collective bargaining agreement, do not respond until you have contacted the department human resources manager for guidance.
- * Do not give a lengthy written response on the grievance/complaint form. If the action should be legitimately denied, give a brief written answer, and then state "grievance denied."
- * Do not agree to settle the grievance/complaint until you have discussed the case with the division director or designee and the human resources manager. No settlement may be agreed to that is outside of the supervisor's authority or the department's authority. Settlements that would provide any term of employment different than the term in the collective bargaining agreement are outside of the department's authority and may be authorized only through the Labor Relations Section of the Division of Personnel.



Index

A

Acting in a Higher Range 9.7, 13.9-10
Access to Records 1.1, 1.3
Address Authorization/Change Form 3.4, 3.19
Administrative Orders No. 75 and 81 4.4, 4.21-25
Advanced Step Placement 13.1-3
Agreement for Release of Confidential Records 1.3, 1.5
Americans with Disabilities Act 4.9, 14.29-36, 16.6
Annual Leave 3.1, 3.9, 11.6, 11.16, 11.19, 13.11, 14.1-3, 14.7-10, 19.3-4
Appraisal Interview 8.4-5
Appointment Paperwork 3.2-7
Authorized Leave Without Pay 14.11

B

Bargaining Unit Designation Review 16.15-16
Beneficiary Designation 3.3, 3.5-6, 3.29, 3.33, 3.37
Benefits 3.5-6, 5.1-12
Benefits and Layoff 11.6
Breaks 7.1
Bumping Rights 11.4-5, 11.13, 12.10, 12.12

C

Class 1, 2 or 3 Employees 16.3
Classified Service 4.5, 16.2
COBRA (Health Insurance Continuation) 12.1, 12.4, 12.17, 12.21-22
Compensatory Time 13.21-22, 14.12
Complaint Procedure 21.1-2
Conditions of Employment Upon Return From Layoff 11.5, 11.7, 11.9, 11.11, 11.13
Conducting a Disciplinary Meeting 20.6
Confidential Information 1.2, 1.4-5
Consideration, defined 2.6-7
Coupled Class 9.5
Court Leave 14.9-10

D

Death Benefits 5.11
Deferred Compensation Plan 5.11, 12.5, 12.33
Demotion 8.2, 8.4, 9.3, 9.7-9, 9.17-19, 13.6-7
Desk Audits 16.5, 16.21-23
Direct Deposit Authorization 3.3-4
Discharge/Dismissal 20.3
Discipline 20.1, 20.2-3
Disciplinary Leave Without Pay 14.11
Donated Leave 14.8-9
Drug Free Workplace 3.4, 3.15, 4.3-4
Due Process 20.1, 20.5

E

Early Permanent Status 6.2
Effect of Rater's Recommended Action 8.3-4
Eligible Lists 2.1, 2.5-12
Emergency Appointments 15.1-3
Emergency Search and Rescue 14.9
Employee Affidavit 3.3-4, 3.13
Employee Election to Displace 11.4-5, 11.13, 12.10, 12.12
Employee Files 1.1-2, 19.4
Employee Representatives/Union Stewards 19.3, 21.3
Employment Clearance Form 11.9, 12.3, 12.11
Establishing a New Position 16.9
Establishing a New Job Class 16.16-17
Ethics 1.2, 3.3, 4.1-3
Exempt Service 16.1
Extension of Probationary Period 6.3-4

F

Fair Labor Standards Act (FLSA) Overtime Review 16.15
Family Leave 4.9-10, 6.3, 10.2, 14.4-6, 14.11-12
Filing a Workers' Compensation Claim 18.2-3
Flexible Staffing 9.4-5, 16.12
Flexible Work Schedules 7.2-3
Funeral Leave 14.6, 14.11

G

General Step Placement 13.4
Getting on Eligible Lists 2.13
Grievance, defined 21.2
Group Health and Life Insurance 3.3-5, 5.1-3, 11.19, 14.5, 14.37

H

Hazard Pay 13.13
Health Conversion Enrollment Plan 12.17-21
Health Insurance 3.3-5, 5.1-3, 11.19, 14.5, 14.37
Hiring Interviews and Suggested Questions 2.14
Holidays 3.10, 7.4, 7.6
How to Obtain an Eligible List 2.4
How to Work an Eligible List 2.5-9

I

Identification Cards 1.2, 3.3, 4.6
Injured Workers 2.2, 2.6
Interpretive Memoranda 19.2
Involuntary Demotion 8.4, 9.9, 13.7

J

Jury Duty 14.9-10
Just Cause 20.4

L

Layoff 11.1-23

Lead Pay 13.12-13
Leave Cash-ins 14.8
Leave Without Pay 5.2, 5.6, 6.3, 7.4, 8.2, 11.2, 11.20, 13.7, 14.9-12
Leaves of Absence 14.10-11
Legislative Activity 4.11-12
Letters of Agreement 19.1-2
Longevity Increases 8.6, 9.3, 13.2, 13.4-5, 13.7-9
Lost Paycheck 13.18
LTC Service Bonus 9.4, 13.9

M

Mandatory Leave Usage 14.7-8
Media Contacts 4.10-11
Merit Increases 9.3, 13.7-8
Military Leave 14.9

N

Nepotism 4.8-9
New Employee Information 3.1-50
New Position Authorization 16.9
Nonpermanent Positions 15.1-5
Nonstandard Workweek 7.3-4

O

Office Closures 7.4
Office Hours 7.1
Order of Layoff 11.1, 11.3-4, 11.8
Organization Charts 16.6-7
Organizational Units for Layoff Purposes 11.2, 11.4
Overtime 3.9, 13.11-12, 13.14-17, 13.19, 13.21-23, 14.12

P

Paperwork Needed to Process Layoff 11.8
Paperwork Needed Upon Recall From Layoff 11.9
Partially Exempt Service 2.4, 5.12, 10.4, 11.18, 13.4, 15.1, 16.2
Pay Increases 13.7-8
Pay Problems 13.17-19
Penalty Pay 13.18
Performance Evaluation Appeal 8.1, 8.6
Performance Evaluation Report 8.1-7, 9.2-6, 9.8-10, 11.9, 12.3-4, 12.11, 13.8-9
Personal Leave 3.9-10, 11.6, 11.19, 13.22, 14.1, 14.3, 14.6-10, 19.3-4
Permanent Status 2.2, 2.8, 6.1-4, 8.3, 9.2-3, 21.2
Political Activity 4.5-7
Position Description Questionnaire 16.5
Position Transfer to Another Location 10.2, 16.13
Premium Pay 13.12
Probationary Period 6.1-4
Processing Employee Death Benefits 5.11
Progressive Discipline 20.1-2
Promotion 8.2-3, 9.3, 9.5-7, 13.5, 13.7, 13.11, 13.23
Provisional Appointment 2.4
Public Employees' Retirement System 3.6, 3.10, 3.33
Public Employment Relations Act 19.1

Public Information 1.2
Punctuality 7.2

R

Rebuttal of Evaluation 8.5-6
Recall 13.14
Recall from Layoff 11.8-9, 11.11, 11.17
Reclassification Action 9.4-6, 16.11
Records Access 1.1, 1.3
Records Retention for Hiring Actions 2.12
Reduction of Probationary Period 6.2
Reemployment Rights 2.2, 2.6, 18.4
Rehire 2.3, 2.6, 2.8, 13.4
Reporting Actions on an Eligible List 2.10
Restriction of Candidates on Eligible Lists 2.12
Rights of Laid Off Employees 11.7

S

SA21 16.9
Salary Range Changes 13.5
Secret Files 19.4
Shift Differential 3.6, 13.12
Sick Leave 3.9-10, 5.11-12, 11.6, 11.17, 14.3-4, 14.6-7, 14.11
Standby Pay 13.13
State Identification Cards 1.2, 3.3, 4.6
Step Placement, General 13.4
Supplemental Benefits System 3.3, 3.6, 3.11, 3.37-41, 5.3-5, 9.11, 11.9, 12.5, 12.27-30
Surplus Sick Leave Bank 14.6
Suspension 20.3

T

Time and Attendance Report 3.3, 3.6
Time Status Changes 16.14
Training Calendar 17.3
Training Nominations 17.1-2
Training Plans 17.3
Transfer 2.3, 2.6, 2.8-9, 6.1, 6.4, 9.1, 9.9, 10.1-4, 12.1, 12.3, 13.5, 16.13-14
Transfer of PCN Between Departments/Divisions 16.14
Travel Time 13.19, 13.21
Type 3 Revised Program 16.7-8

U

Unauthorized Leave Without Pay 14.11
Unfair Labor Practices 19.2-3
Union Business Leave 19.3-4, 21.3
Union Stewards/Employee Representatives 19.3, 21.3
University Accredited Courses 17.2
Updating an Existing Position 16.10

V

Voluntary Demotion 8.4, 9.7-8, 13.6
Voluntary Transfer 10.1
Volunteer Workers 16.3, 16.17-18

W

Workers' Compensation 1.2, 14.7, 18.1-11

Working an Eligible List 2.5-9

Workweek, defined 7.1

Written Reprimand 20.6