

Dear Members of the Assembly,

Enclosed is a request to you regarding workers compensation / injury leave, Article 30 of the proposed Kenai Borough Employees Contract. Please take time to consider the factors involved in this immediate situation. Though this proposal was agreed to by both parties, a number of classified employees including myself would strongly urge you to review this article and consider the benefits of restoring this article back to its former language. The **prior language of our last contract protects the Borough worker if injured on the job. New language takes away protection provided by the Borough and allows no sick leave option, putting employees in a compromising position.** The Borough would also make no PERS contribution like the prior contract.

As an alternate negotiator for the KBEA negotiating team I learned that the basic reason for this change was due to frustrations by Borough administration with certain employees on injury leave who supposedly take advantage of this leave. Even though managements negotiating team admitted **this change is not due to substantial cost increases** to the Borough, they were intent on doing away with this protection and thus affecting all employees of the Borough who become injured in the capacity of their duties including those responsible employees who are injured and do not take advantage of this injury leave.

Earlier in the negotiations process after the disapproval of the first contract proposal, at the request of a large percentage of classified employees through employee surveys, the workers compensation issue was brought to our negotiating team to be addressed. Due to reasons not disclosed to us **the issue was never brought up again at the second round of negotiations.** Never the less our chief spokesman told employees publicly that if we did not vote for this second proposal, arbitration would be absolute. Consequently our workers compensation issue died due to our vote for the contract out of fear of arbitration. Many members of the KBEA feel there is no hope of restoring this article since the Borough Assembly will ratify the contract regardless. However, there are enough of us that believe the **Assembly can still listen to this important issue and reverse this blatant removal of protection** that injured employees have valued for years.

It also must be understood that some within the Borough are at more of a disadvantage than others regarding injuries **such as firefighters and emergency workers who put their lives at risk in extremely hazardous environments.** According to the new language a firefighter who puts him or her self in harms way and gets hurt **will now receive a fraction of their paycheck.** Further more firefighters must be physically 100% at all times when performing their duties, so even minor injuries can leave them unfit for duty. Many other positions within the Borough inherently have higher chances for injury as well. Why would our administration leave us with this gap in our contract? The Borough brings **no explanation, no modifications, and no new ideas,** to Article 30 section 2 and no confidence in the injured employee.

Many private and public employers provide short term and long-term compensation as a way to make up where workers compensation leaves off. Our prior contract language indeed did just that. We as professional employees for this Borough expect no less protection. If there are dishonest employees taking advantage of the system, then Borough management should make actions to have them terminated, but please don't leave us holding the burden.

Are we worth less to the Borough now than before? I believe the public would understand that it is reasonable the Borough would protect us. As the decision makers with the final say regarding our employment contract I hope you will stand with us in correcting this important issue that affects us as well as our families. Thank You.

Jeff A. Smardo Alt/Neg KBEA
Engineer/Firefighter/Paramedic
Nikiski Fire Department

7:04 JUL -6 AM 10:00
KPB
FIRE DEPARTMENT OFFICE

RECEIVED

ARTICLE 29
OVERTIME, STANDBY, CALL-BACK, SHIFT ASSIGNMENTS

The provisions of the 2003 Fair Labor Standards Act will apply to the terms of this contract, not the new law signed into law by President Bush this January. The standby rate for 56 hour employees has been increased to 3.5 hours. The meal allowance for employees called back to work have been increased. Finally, shift differential has been added to the contract for employees working in 911, MIS and custodial positions whose scheduled start time is after noon.

Pros: Staying with the previous laws allows more members to be paid for overtime work performed. The new FLSA exempts many more employees from overtime.

Standby increases only effect Nikiski Fire Service, from area funds. This rate increased from 2.8% to 3.5%. (This is paid only to those employees who are required to stand by with Borough pagers.)

Meal allowance increased to meet rising costs.

Shift differential expanded in this contract from just the 911 employees to include MIS and custodial positions which are also scheduled to work off hour shifts.

Cons: None.

ARTICLE 30
LEAVE AND HOLIDAYS

[REDACTED] employees who are absent under the provisions of the Family Medical Leave Act (FMLA) may now choose to leave up to 40 hours of sick leave "on the books" to be used upon return to work. The requirements for granting Paternity and Adoptive leave have been changed to be the same as for Maternity leave. Brother-In-Law and Sister-In-Law have been added to the definition of "immediate family" under Bereavement leave.

Pros: Employees can now leave up to 40 hours of leave on the books when they will be absent for extended periods of time.

Paternity and Adoptive leave brought into line (increased) with maternity leave.

Expanded immediate family for bereavement leave.

ARTICLE 31
INSURANCE, RETIREMENT

The healthcare benefits and contract provisions have been completely rewritten. A new plan booklet will be published within 60 days.

ARTICLE 30

- [REDACTED]
- a. If an Employee is injured on the job, the Employer agrees to retain the Employee and to provide full net pay (after mandatory deductions) and insurance. Such an Employee shall remain on injury leave until the first of either of the following events occurs:
1. One year for emergency services Employees/six months for all other Employees; or
 2. The retirement board determines that because of the injury the Employee is entitled to retirement benefits.
- b. The retention with pay and insurance set forth above is expressly conditioned upon:
1. The Employee submitting all necessary forms, reports, medical statements and all other requested information in a timely manner.
 2. The Employee making a full and proper report of the injury to the Workers' Compensation Board; and
 3. The Employee cooperating with the Mayor or his/her authorized designees in the preparation and submission of any necessary retirement forms or other such forms as the Mayor or his/her authorized designee may deem necessary.
- c. Any Employee receiving payment from the Employer pursuant to this Article shall retain any Workers' Compensation benefits received as disability compensation for the injury, and the Employer will pay the balance of his/her regular pay, and such pay shall not be charged to sick leave.
- d. Injury leave applies only to periods of absence for which an employee is receiving temporary disability payments through workers' compensation.
- e. The time frames above apply for each separate injury.


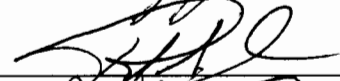
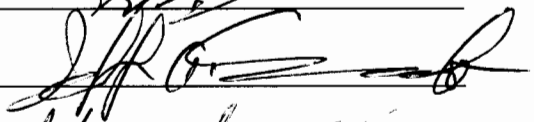
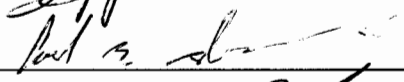

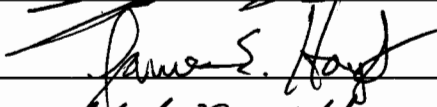
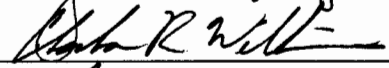
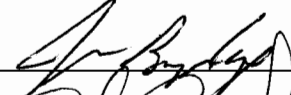
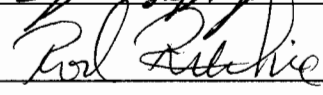
Letter of Appeal To Members Of The Borough Assembly

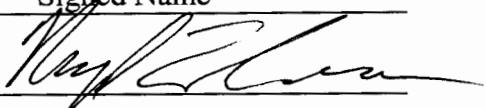
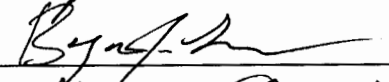

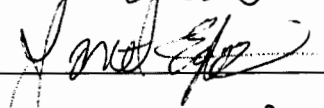
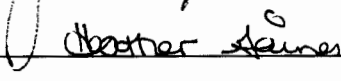
June 22nd, 2004

As concerned classified employees of the Kenai Peninsula Borough, having almost concluded contract negotiations for years 2004 – 2007, we respectfully request that you consider an issue we feel was left unresolved during the negotiations process. The contract was agreed to by the recent vote of KBEA, however it must be considered that we were presented with the threat of arbitration being the absolute next step in the process if the contract was voted down. Whether this was fact or not we were never given an explanation as to the significant change to Article 30, section 2, regarding Workers Compensation also known as Injury Leave.

We believe this article, being one of the hallmarks of our contract for years, has remained as an important shield and an article of good faith since it protects the worker who gets hurt on the job, particularly those who are put in hazardous or more physically demanding environments such as Firefighters, Maintenance and Public Works, Paramedics and EMT's, etc. It gives families the help they need to compensate when these incidents occur. We have been told through our negotiators that this article does not represent a significant cost issue to the borough yet management has expressed its concern of employees taking advantage of injury leave. We ask that you take actions to reinstate this article to its former status since it serves to protect the responsible individual who gets hurt on the job who does not take advantage of this article. Please consider this request during your decision making process. Thank you.

Members in Agreement

Printed Name	Position	Signed Name
Craig J Ralston	Sa Capt	
Richard S. Monyanan	Firefighter	
JEFF SMARDO	ENG FF/EMT-P	
Carl G. Schwarz	Eng/MLP	
Josh Osborn	eng/emt3	
James E. Hoyt	Eng./PM	
CHARLES E. WILLIAMS	FF/PM	
James B. Crisp	FF/EMT	
Rod Ritchie	NPRSA MLP /Lifeguard	

Printed Name	Position	Signed Name
Nigel LaRiccia	(N.P.R.S.A.) Pool Supervisor	
Bryan Ledahl	N.P.R.S.A. Pool Maintenance/Vol. FF	
Sharon Gaines	NPRSA Secretary	
Janet Ebert	Lifeguard/Inst	
HEATHER GAINES	Night Supervisor	

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Printed Name _____ Position _____ Signed Name _____

Matthew L. Quiner Firefighter/EMT *Matthew L. Quiner*

~~Carl G. Schwane~~

Trent Burnett Engineer/EMT *Trent Burnett*

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Members in Agreement

Printed Name	Position	Signed Name
Mary Toll	Platting Officer	Mary Toll
Sylvia V. Miller	PLAT Tech	Sylvia V. Miller
Katie Crane	GIS Tech	Katie Crane
Marla Sweppy	Platting Planner	Marla Sweppy
Kevin C. Williamson	Planner II	Kevin C. Williamson

