KENAI PENINSULA BOROUGH
RESOLUTION 98-014

A RESOLUTION APPROVING A NEW
COLLECTIVE BARGAINING AGREEMENT

WHEREAS, Section 3.04.280 of the Borough Code of Ordinances provides for the adoption of collective bargaining agreements by resolution; and

WHEREAS, the Borough Assembly, by Resolution 95-013, ratified a collective bargaining agreement between the Borough and the Kenai Borough Employees Association which will expire on June 30, 1998; and

WHEREAS, an agreement has been reached between the borough administration and the Kenai Borough Employees Association regarding wages, benefits and other terms and conditions of employment beginning July 1, 1998; and

WHEREAS, the Collective Bargaining Agreement has been ratified by the membership of the Kenai Borough Employees Association and the borough administration recommends that the Assembly ratify the agreement for the Borough;

NOW THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:
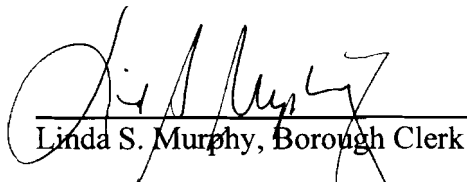
SECTION 1. That the attached Letter of Agreement between the Borough and the Kenai Borough Employees Association effective July 1, 1998 is approved and incorporated by reference.
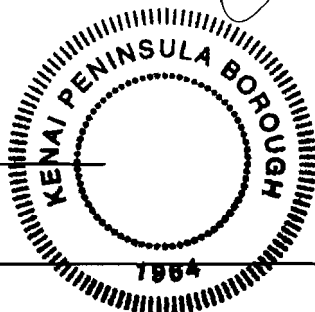
SECTION 2. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD DAY OF MARCH, 1998.

Jack Brown, Assembly President

ATTEST:

Linda S. Murphy, Borough Clerk

Letter of Agreement
between the
Kenai Peninsula Borough
and the
Alaska Public Employees Association/AFT
representing the
Kenai Borough Employees Association

It is hereby agreed and understood between the parties that the terms and conditions of the 1995 - 1998 Agreement between the parties, are renewed in their entirety with the following changes:

Article 23, Sections 6 and 8, shall read:

Section 6. Wage Schedule.
a.   The 1997 wage scale shall be adjusted on July 1, 1999 by 2% and be as follows: See Attachment #1.

     The 1999 wage scale shall be adjusted on July 1, 2000 by 2% and be as follows: See Attachment #2.
b.   Employees who are beyond step 10 of their range will receive a wage payment in each of the above years. The wage payment for such employees will be equal to 2% of his/her annual wage, and may be adjusted if the employee will become unfrozen according to the new schedules but will not realize the full negotiated increase. These payments are due by August 1st of each year.

Section 8. Cost of Living Payment.
a.   Each bargaining unit member who is employed on July 1, 1998, and who has served the previous 12 full calendar months shall receive a payment of $1250.00. Bargaining unit members with less than 12 months service shall receive a proportionate share of the payment based on each full month of service. The payment is due by August 1.
b.   Leave without pay in excess of 40 hours (56 for 56-hour employees) in one month shall disqualify that month for payment of COLA.

Article 31. Insurances. Retirement.

c.   The Employer agrees to continue to maintain its defined benefit health insurance in subsection a. above. The parties anticipate the average cost per employee for health care will not exceed the following:

February 1, 1998 - January 31, 1999:	$450.00 per month per employee
February 1, 1999 - January 31, 2000:	$475.00 per month per employee
February 1, 2000 - January 31, 2001:	$500.00 per month per employee

The average cost is determined from actual claims costs incurred by the Employer for Bargaining unit members, Borough Management, Assembly members, and Cobra participants, over a twelve month period ending on January 31 of each year of the contract. In the event the actual costs exceed the monthly averages above, the difference shall be made up from the reserves listed on subsection d. below. In the event that reserves identified in subsection d. below are insufficient to cover the costs of the health care, this Agreement will be re-opened for negotiation of this Article as soon as possible after reserve is depleted.

d.   One half the amount of money not expended by the Borough on Health Care to the levels listed in subsection c. above, shall be placed in a reserve account each year. It is intended that this money be used as a reserve account to protect the health care benefits in the event the cost of benefits exceeds the amount(s) in subsection c. above. This fund balance shall begin at $0.00 on February 1, 1998.

Article 39. Duration of this Agreement.

This Agreement shall become effective on July 1, 1998 shall continue in effect until June 30. 2001, thereafter from year to year; provided, however that either party may give the other party written notice of its desire to terminate the agreement or to effect changes therein. Such written notice shall specify the reasons for the termination or the nature of the changes desired, as the case may be. Such notice shall be served upon the other party not less than either December 1, 2000, or December 1st of any annual extension thereof. The parties will meet to negotiate on such termination, modifications, or amendments not less than January 31, 2001 or January 31st of any annual extensions. Nothing herein will preclude the termination. modifications or amendment of this Agreement at any time by written mutual consent of the parties.

Appendix A.
      See Attachment #3.

Agreed to this _____ day of _____, 1998 at Soldotna, Alaska.

For the Borough: **For the APEA/AFT:**

Richard Campbell   **Dennis Geary**
Administrative Officer   **Southcentral Regional Manager**
                                                                          APEA/AFT

FY 2000		**APPENDIX #1**							
40-HOUR STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
A	7.2521	7.5251	7.7980	7.9540	8.1099	8.2659	8.4218	8.5778	8.7338	8.8897
B	7.7598	8.0519	8.3439	8.5108	8.6777	8.8445	9.0114	9.1783	9.3452	9.5121
C	8.3030	8.6155	8.9280	9.1065	9.2851	9.4636	9.6422	9.8208	9.9993	10.1779
D	8.8842	9.2186	9.5529	9.7440	9.9350	10.1261	10.3171	10.5082	10.6993	10.8903
E	9.5061	9.8639	10.2216	10.4261	10.6305	10.8349	11.0394	11.2438	11.4482	11.6527
F	10.1716	10.5544	10.9372	11.1559	11.3746	11.5934	11.8121	12.0309	12.2496	12.4684
G	10.8836	11.2932	11.7028	11.9368	12.1709	12.4049	12.6390	12.8730	13.1071	13.3412
I	11.6454	12.0837	12.5219	12.7724	13.0228	13.2732	13.5237	13.7741	14.0246	14.2750
I	12.4606	12.9296	13.3985	13.6665	13.9345	14.2024	14.4704	14.7384	15.0063	15.2743
J	13.3329	13.8346	14.3364	14.6231	14.9099	15.1966	15.4833	15.7700	16.0568	16.3435
K	14.2661	14.8030	15.3399	15.6467	15.9535	16.2603	16.5671	16.8739	17.1807	17.4875
L	15.2648	15.8393	16.4137	16.7420	17.0703	17.3986	17.7268	18.0551	18.3834	18.7117
M	16.3333	16.9480	17.5627	17.9139	18.2652	18.6164	18.9677	19.3189	19.6702	20.0214
N	17.4766	18.1343	18.7921	19.1679	19.5438	19.9196	20.2954	20.6713	21.0471	21.4230
O	18.6999	19.4037	20.1075	20.5096	20.9118	21.3139	21.7161	22.1182	22.5204	22.9225
P	20.0090	20.7620	21.5151	21.9454	22.3757	22.8060	23.2363	23.6666	24.0969	24.5272
Q	21.4096	22.2154	23.0211	23.4815	23.9419	24.4024	24.8628	25.3232	25.7836	26.2440
R	22.9083	23.7705	24.6326	25.1252	25.6179	26.1105	26.6032	27.0959	27.5885	28.0812
56-HOUR STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
J	9.3648	9.7172	10.0696	10.2710	10.4724	10.6738	10.8752	11.0766	11.2780	11.4794
K	10.0203	10.3975	10.7746	10.9901	11.2055	11.4210	11.6365	11.8520	12.0675	12.2830
L	10.7217	11.1252	11.5288	11.7593	11.9899	12.2205	12.4511	12.6816	12.9122	13.1428
M	11.4723	11.9040	12.3358	12.5825	12.8292	13.0759	13.3226	13.5694	13.8161	14.0628
N	12.2754	12.7373	13.1993	13.4633	13.7273	13.9913	14.2553	14.5192	14.7832	15.0472
O	13.1346	13.6289	14.1232	14.4057	14.6882	14.9706	15.2531	15.5355	15.8180	16.1005
P	14.0541	14.5830	15.1119	15.4142	15.7164	16.0186	16.3209	16.6231	16.9253	17.2276
Q	15.0379	15.6038	16.1698	16.4931	16.8165	17.1399	17.4633	17.7867	18.1101	18.4335
R	16.0905	16.6961	17.3016	17.6477	17.9937	18.3397	18.6858	19.0318	19.3778	19.7239

FY 2001   APPENDIX #2

40-HOUR

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
A	7.3972	7.6756	7.9540	8.1130	8.2721	8.4312	8.5903	8.7494	8.9084	9.0675
B	7.9150	8.2129	8.5108	8.6810	8.8512	9.0214	9.1916	9.3619	9.5321	9.7023
C	8.4691	8.7878	9.1065	9.2886	9.4708	9.6529	9.8350	10.0172	10.1993	10.3814
D	9.0619	9.4029	9.7440	9.9388	10.1337	10.3286	10.5235	10.7184	10.9132	11.1081
E	9.6962	10.0611	10.4261	10.6346	10.8431	11.0516	11.2601	11.4687	11.6772	11.8857
F	10.3750	10.7654	11.1559	11.3790	11.6021	11.8253	12.0484	12.2715	12.4946	12.7177
G	11.1012	11.5190	11.9368	12.1756	12.4143	12.6530	12.8918	13.1305	13.3692	13.6080
H	11.8783	12.3253	12.7724	13.0278	13.2833	13.5387	13.7942	14.0496	14.3051	14.5605
I	12.7098	13.1882	13.6665	13.9398	14.2131	14.4865	14.7598	15.0331	15.3065	15.5798
J	13.5995	14.1113	14.6231	14.9156	15.2081	15.5005	15.7930	16.0854	16.3779	16.6704
K	14.5514	15.0990	15.6467	15.9596	16.2725	16.5855	16.8984	17.2113	17.5243	17.8372
L	15.5701	16.1560	16.7420	17.0769	17.4117	17.7465	18.0814	18.4162	18.7511	19.0859
M	16.6599	17.2869	17.9139	18.2722	18.6305	18.9888	19.3470	19.7053	20.0636	20.4219
N	17.8262	18.4970	19.1679	19.5513	19.9346	20.3180	20.7013	21.0847	21.4681	21.8514
O	19.0739	19.7918	20.5096	20.9198	21.3300	21.7402	22.1504	22.5606	22.9708	23.3810
P	20.4092	21.1773	21.9454	22.3843	22.8232	23.2621	23.7010	24.1399	24.5788	25.0177
Q	21.8378	22.6597	23.4815	23.9511	24.4208	24.8904	25.3600	25.8297	26.2993	26.7689
R	23.3665	24.2459	25.1252	25.6277	26.1303	26.6328	27.1353	27.6378	28.1403	28.6428

56-HOUR

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
J	9.5521	9.9116	10.2710	10.4765	10.6819	10.8873	11.0927	11.2981	11.5036	11.7090
K	10.2208	10.6054	10.9901	11.2099	11.4297	11.6495	11.8693	12.0891	12.3089	12.5287
L	10.9362	11.3478	11.7593	11.9945	12.2297	12.4649	12.7001	12.9353	13.1704	13.4056
M	11.7017	12.1421	12.5825	12.8341	13.0858	13.3374	13.5891	13.8407	14.0924	14.3440
N	12.5209	12.9921	13.4633	13.7326	14.0018	14.2711	14.5404	14.8096	15.0789	15.3482
O	13.3973	13.9015	14.4057	14.6938	14.9819	15.2700	15.5581	15.8463	16.1344	16.4225
P	14.3352	14.8747	15.4142	15.7224	16.0307	16.3390	16.6473	16.9556	17.2638	17.5721
Q	15.3386	15.9159	16.4931	16.8230	17.1529	17.4827	17.8126	18.1425	18.4723	18.8022
R	16.4123	17.0300	17.6477	18.0006	18.3536	18.7065	19.0595	19.4124	19.7654	20.1184

ATTACHMENT #3

APPENDIX A

Kenai Peninsula Borough positions excluded from the Kenai Borough Employees Association:

a. Borough Clerk's Office
1. Borough Clerk
2. Deputy Borough Clerk
3. ~~Senior Clerk Typist~~
4. Administrative Assistant

b. Mayor's Department:
1. Assistant to the Mayor
2. Executive Secretary
3. General Services Director
4. Systems Manager
5. Emergency Management Coordinator
6. Administrative Assistant -General Services
7. Senior Clerk Typist - General Services
8. Risk Manager
9. Safety Manager
10. GIS Manager

c. Legal Office:
1. Borough Attorney
2. Deputy Borough Attorney
3. Legal Secretary

d. Finance Department:
1. Finance Director
2. Controller

e. Assessing Department:
1. Director of Assessing
2. Office Manager
3. Appraisal Manager

f. - Planning Department:
1. Planning Director
2. Borough Surveyor

g. Public Works Department:
1. Public Works Director
2. Major Capital Projects Administrator

h. Solid Waste Department
1. Solid Waste Administrator

i. Maintenance Department:
1. Director of Maintenance
2. Maintenance Foreman

j. Nikiski Fire Service Area:
1. Fire Chief - Nikiski
2. Assistant Chief - Nikiski
3. Battalion Chief - Nikiski

k.   North Peninsula Recreation Service Area:
       1.   Recreation Director
l.   Central Emergency Services:
       1.   Chief
       2.   Assistant Chief
m.   Road Service Area:
       1.   Roads Director