

Introduced by: Mayor
Date: 07/06/04
Action: Adopted
Vote: 8 Yes, 0 No, 1 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2004-069**

A RESOLUTION APPROVING A NEW COLLECTIVE BARGAINING AGREEMENT

WHEREAS, KPB 3.04.280 provides for the adoption of collective bargaining agreements by resolution; and

WHEREAS, the Borough Assembly, by Resolution 2001-025, ratified a collective bargaining agreement between the borough and the Kenai Borough Employees Association which expired on June 30, 2004; 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, 2004; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

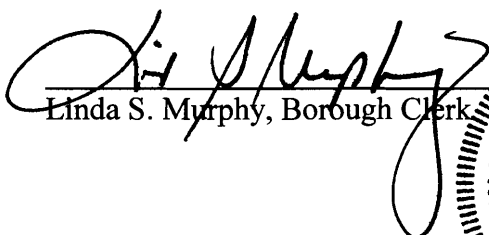
SECTION 1. That the attached Collective Bargaining Agreement between the borough and the Kenai Borough Employees Association effective July 1, 2004 is approved and incorporated by reference.

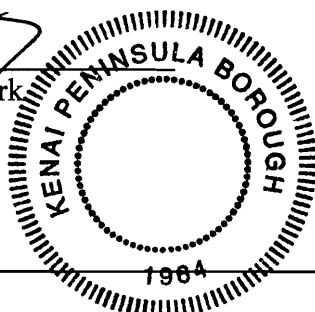
SECTION 2. That this resolution takes effect retroactively to July 1, 2004.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 6TH DAY OF JULY, 2004.


Pete Sprague, Assembly President

ATTEST:


Linda S. Murphy, Borough Clerk





Collective Bargaining Agreement

between the

KENAI PENINSULA BOROUGH

and the

***KENAI BOROUGH EMPLOYEES
ASSOCIATION***

Effective

July 1, 2004 through June 30, 2007

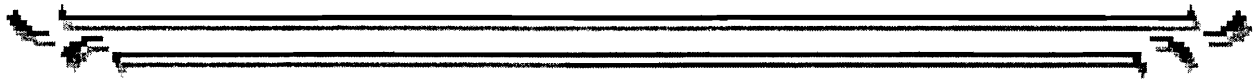


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ARTICLE 1
RECOGNITION

The KENAI PENINSULA BOROUGH, hereinafter referred to as the Employer, recognizes the KENAI BOROUGH EMPLOYEES ASSOCIATION, hereinafter referred to as the Association, as the exclusive representative of all Borough Employees, except those delineated in Appendix A of this Agreement and Hospital Service Area employees, for the purpose of collective bargaining with respect to salaries, wages, hours, and other terms and conditions of employment. The Employer shall not negotiate, confer, or handle grievances with any Employee organization other than the Association or its designee on matters concerning unit members of the Kenai Borough Employees Association.

Section 1.

The Employer and the Association now enter into an Agreement reached through collective bargaining which will have the following purposes:

- a. To recognize the legitimate, reasonable interests of the Association; to participate through collective bargaining in the determination of the terms and conditions of Employees' employment with the Employer.
- b. To promote fair, reasonable, and safe working conditions.
- c. To promote individual efficiency in service to the citizens of the Kenai Peninsula Borough.
- d. To avoid any interference with efficient operation of the Kenai Peninsula Borough.
- e. To provide a basis for the adjustment of any matter of mutual interest by means of amicable discussion.
- f. To contribute to the continuation of good Employee relations and to be in all respects in the best public interest.

Section 2.

- a. The job positions listed in Appendix A of this Agreement shall not be a part of the bargaining unit covered by this Agreement. After the effective date of this Agreement, the parties will meet from time to time to discuss changes to Appendix A.
- b. The Employer and the Association shall jointly determine whether regular positions are to be included in the bargaining unit, subject to the criteria in Subsection d. below.
- c. In the event the Association and the Employer are unable to agree that a position is to be included within or excluded from the bargaining unit, the determination shall be made by the Borough Assembly. The Employer agrees that, upon request of the Association, the Mayor will submit a resolution to the Assembly for determination with an explanation that an agreement on the determination could not be reached. The decision of the Borough Assembly is final and not subject to the grievance procedure.
- d. Positions filling the following criteria are to be included in Appendix A:
 1. Department head positions.
 2. Positions in the Borough Clerk's Office (excluding Records Management).

3. Division head positions in the Mayor's department including Assistant to the Mayor.
4. Attorneys employed by the Borough.
5. Confidential positions in the Mayor's Office, Human Resource Office, and Legal Office.
6. Positions having direct responsibility for one or more major borough programs or functional areas.
7. Supervisory positions where the primary duty is to supervise other employees. A supervisory position is one having authority in the interest of the Employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively recommend such action, if in connection with the foregoing, the exercise of authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

ARTICLE 2 **DEFINITION OF TERMS**

Section 1. Tense, Number, and Gender.

- a. Words in the present tense include the past and the future tense, and words in the future tense include the present tense.
- b. Words in the singular number include the plural, and words in the plural number include the singular.
- c. Words of any gender include masculine, feminine, and the neuter; and when the sense so indicates, words of the neuter gender may refer to any gender.

Section 2. Definitions.

In this Agreement, unless otherwise provided or the context otherwise requires;

- a. "Association" means the Kenai Borough Employees Association or its designee.
- b. "Bargaining Unit" means members of the Kenai Borough Employees Association.
- c. "Classified" means in the bargaining unit.
- d. "Call back" is defined as required to return to work.
- e. "Employee" means a person in the employ of the Employer who is a member of the bargaining unit.
- f. "Employee Representative" means any Employee designated as such by the Association.
- g. "Employer" means the Kenai Peninsula Borough.
- h. "Flexible Position" means an individual position which has multiple pay rates assigned to it for possible payment to the incumbent employee. Normally an employee will be hired into the

position at the lower level and will ascend to the higher pay range after some specified period of time or experience.

- i. "Full time" means at least 40 hours per week (56 hours/week average hours per week for paramedics, firefighters, engineers, and captains).
- j. "Job Description" is a written statement of duties and responsibilities which are characteristic of a position and includes the education, experience, knowledge, and ability required to perform the work of the position. Examples of these duties shall be specifically enumerated.
- k. "Just Cause" means, but is not limited to, incompetence, unsatisfactory performance of duties, abandonment of duties, drunkenness, dishonesty, and gross disobedience.
- l. "Layoff" means either the deletion of a position, the loss of full time status, or management's decision to vacate a position.
- m. "On-call Employees and Volunteer Employees" are those persons who do not work regularly scheduled shifts, and who respond only to emergency calls or are available for stand-by status or who work on a fill-in basis. Such employees are not regular employees or bargaining unit members.
- n. "Part-time" means less than 40 hours per week.
- o. "Personnel Files" means all those documents, reports, written or otherwise recorded evaluations of the Employee's performance while performing duties on behalf of the Employer and any other material pertaining to the Employee's employment that is kept in those files.
- p. "Personnel Manager" means the head human resources official for the Borough.
- q. "Regular Position" shall mean all positions authorized by the Assembly as a classified position.
- r. "Regular Status" shall refer to those Employees who have satisfactorily completed the initial probationary period.
- s. "Travel Status" Employees shall be considered in travel status from the time an authorized trip begins until it ends. For purposes of interpretation, travel status will begin and end when the Employee leaves and returns to their immediate work station if travel begins or ends during assigned working hours, or when the Employee leaves or returns to their home, if travel begins or ends outside assigned working hours. Compensable hours while on travel status shall be in accordance with the Fair Labor Standards Act. If an employee elects a slower mode of travel than that available and offered by the Employer, the additional travel time is not compensable. Employees required to travel after hours and on weekends shall have travel scheduled such that there is reasonable time for rest/recuperation prior to training and work upon return.

ARTICLE 3 **TEMPORARY EMPLOYEES**

Section 1.

The parties recognize that the Employer will occasionally need to hire temporary employees. Temporary employees may not be hired for a regular position except as specified in Section 2 of this

Article. Temporary employees are not members of the bargaining unit and are not entitled to rights and benefits under this Agreement except as otherwise provided for in this Agreement.

Section 2.

- a. A temporary 56 hour employee shall be assessed a service fee as defined in Article 7, Section 2.c after he/she has worked in a position in excess of 1456 hours in any consecutive 12 month period.
- b. A temporary 40 hour employee shall be assessed a service fee as defined in Article 7, Section 2.c after he/she has worked in a position in excess of 1040 hours in any consecutive 12 month period.
- c. Upon becoming Service Fee Payers due to a. or b. above, Employees shall receive holiday pay, vacation and sick leave, health insurance, and the minimum hourly rate of the range commensurate with their duties.
- d. Service Fee Payers are not covered by any provision of this Agreement unless specifically noted, and are not members of the bargaining unit.
- e. The following temporary appointments may remain in temporary status and shall not be subject to the provisions of a. and b. above. These employees shall be so informed in writing at the time they are hired.
 1. Substitute: A temporary appointment to a position which is temporarily vacated by a regular employee on leave, temporary light duty or acting in a higher capacity. Appointment shall be limited to the duration of the temporary vacancy.
 2. Project: A temporary appointment to complete specific work, which is anticipated to be completed within seven (7) months, and which is not a regular and continuing function of any regular employee. Appointment shall be limited to the duration of the project unless by mutual agreement between the Borough and the Association.
 3. Kenai Borough School District high school students working in M.I.S. as a part of school arranged work study programs.
- f. No temporary emergency service employee shall be utilized to replace regular employees who are absent for any reason unless they are qualified to perform the duties which the service area is empowered to provide. Such employees shall be paid at the Step 1 of the range commensurate with their qualifications.

Section 3.

If the Employer employs (a) Temporary employee(s), except at the North Peninsula Recreation Service Area Pool, to perform the same duties for 18 or more consecutive months, it shall submit a request to the Assembly to approve the creation of a new regular position to perform those duties. The intention of this section is to avoid the use of Temporary employees, either by the use of a single employee or several different employees, to perform the same duties for the Employer for more than eighteen (18) months.

ARTICLE 4
NONDISCRIMINATION

Section 1.

The Employer agrees to comply with all state and federal laws, rules or regulations prohibiting discrimination against any person with regard to employment because of race, religion, color, national origin, age, sex, marital status, changes in marital status, pregnancy or parenthood, political affiliation, or disability. The Employer further agrees that this nondiscrimination provision relates to solicitation for employment, rates of pay, selection for training, promotion, layoff, and termination.

Section 2.

The Association agrees to admit and represent all Employees without regard to race, religion, color, national origin, age, sex, marital status, changes in marital status, pregnancy or parenthood, political affiliation, or physical/mental handicap.

ARTICLE 5
ASSOCIATION ACTIVITIES

The Employer will not in any manner, directly or indirectly, attempt to interfere with matters between any of its Employees and the Association; it will not in any manner restrain or attempt to restrain any Employee from belonging to the Association or from taking an active part in the Association; the Employer will not discriminate against any Employees because of their Association membership or Association activities.

ARTICLE 6
MANAGEMENT RIGHTS

It is recognized that the Employer retains the right, except as otherwise provided in this Agreement, to manage the affairs of the Borough and to direct its work force. Such functions of the Employer include, but are not limited to:

- a. recruit, examine, select, promote, transfer and train Employees of its choosing, and to determine the times and methods of such actions;
- b. assign and direct the work; develop and modify job descriptions as well as assign the salary range for each classification, and allocate positions to those ranges; determine the methods, materials and tools to accomplish the work; designate duty stations and assign Employees to those duty stations;
- c. reduce the work force due to lack of work, funding or other cause consistent with efficient management; discipline, suspend, demote or dismiss Employees for just cause;
- d. establish reasonable work rules; assign hours of work and assign Employees to shifts of its designation.
- e. the right to contract out work performed by bargaining unit members if the Employer determines that a cost savings or increased efficiency will be achieved. When the contracting out of work is being considered, the Employer shall withhold taking such action to provide the Association 14 calendar days from the date of notification of intent to contract out for presentation of alternate

methods of performing the work or effectuating the cost savings before the decision is made by the Employer. The Employer will provide all available cost comparisons to the Association. The cost of termination notice periods or pay shall not be included in the cost of contracting out.

Notwithstanding the provisions of Article 21 employees displaced by contracting out will be given bumping rights by seniority across departmental lines for any position for which they are qualified. Bumping rights apply only to positions at the same or lower pay ranges. Qualifications will be based upon the existing job descriptions at the time of layoff. Article 18 Section 3 will apply to employees accepting a lower range position.

Employees displaced as a result of contracting out who have completed their probationary period will receive three times the normal termination pay or notice due.

All of the functions, rights, powers and authority of the Employer not specifically abridged, delegated or modified by this Agreement are recognized by the Association as retained by the Employer.

Management agrees that the management rights article shall not be used as a guise to unfairly discriminate against any employee, group of employees, or the Association.

ARTICLE 7 **SECURITY OF THE PARTIES**

Section 1. Membership Requirements

- a. Any employee who is filling a regular full or part time paid position not on Appendix A will be required as a condition of employment to join the Association or pay an Agency Fee equal to the membership dues for the purpose of administering this contract.
- b. Upon hire of a new Employee, the Employer shall advise the Employee of the terms and conditions of Section 1 of this Article and the Employer shall provide the new Employee with an Association membership form.
- c. The Employer shall provide each Employee with a copy of the signed Agreement and chapter bylaws. It shall be the Association's responsibility to provide the Employer with sufficient copies of the current, ratified bylaws.

Section 2. Dues and Fees.

- a. **Membership Dues.**
Membership dues and fees for Bargaining Unit Members shall be in accordance with the bylaws of the Association.
- b. **Agency Fees.**
Employees in the classified service choosing not to become members of the bargaining unit shall be assessed an Agency Fee equal to membership dues.
- c. **Service Fees.**
Temporary employees becoming Service Fee Payers in accordance with Article 3, Section 2(a) and (b) shall be assessed a service fee equal to membership dues.

- d Religious Objectors.
Employees who have a bona fide religious belief forbidding affiliation with a labor association will not be required to pay any dues or Agency Fees or Service Fees to the Association. To ascertain the bona fide religious objections, the Employee must submit adequate written proof to the Personnel Manager and the Association secretary.

The Association may request a hearing before the Personnel Manager to ascertain the genuineness of the beliefs.

Employees who are found to have bona fide beliefs must contribute a monthly sum equivalent to membership dues to a charitable organization approved by the Personnel Manager and must submit proof of contributions to the Personnel Manager and the Association secretary.

Section 3. Payroll Deductions.

- a. Deductions for Membership Dues, Agency Fees or Service Fees will be made beginning with the first pay period following initial employment.
- b. The Employer shall promptly pay to the Association those authorized dues, fees, and/or assessments deducted from the Employee's wages.
- c. Employees who choose to change their status from a member to an Agency Fee Payer may do so after giving thirty (30) days written notice to the Association and the Personnel Manager. However, Agency Fee Payers may become members of the bargaining unit immediately upon written notice to the Association and the Personnel Manager.
- d. Any Employee who has been employed for more than thirty (30) days and who is not in compliance with the provisions of this Article shall, upon the request of the Association, be terminated by the Employer.

Section 4. Representatives.

- a. The Association may have one Employee Representative for every department or service area who shall be authorized to handle complaints and grievances. The representative must be an Employee of the department or service area which he/she represents. The Association shall provide to the Employer a list of all authorized Employee Representatives.

The Association shall be empowered to change (or substitute) the members of this list at any time upon written notification to the Employer. The Employee Representative may make reasonable visits within the work area he/she represents.

The Association may have representatives who are not Employees of the Employer who shall be authorized to speak for the Association in all matters governed by this Agreement and shall be permitted to visit any work area at any time upon approval of the Employer. Such approval will not be unreasonably denied. The Association shall provide to the Employer a list of all such authorized representatives.

- b. During working hours, the Employee Representatives shall be allowed to handle complaints and grievances or other Association duties under this Agreement with the proper Employer Representative. Employee Representatives shall suffer no loss in compensation for time spent in the pursuit of their Employee Representative duties. Employee Representatives shall be granted reasonable time not to exceed four (4) hours per week for the purposes provided in this section.

- c. Upon the concurrence of the department head and when the normal flow of work will not be seriously disrupted, the Employee Representative will be allowed to confer periodically and for a reasonable length of time with Employer Representatives to work out solutions to problems on matters not deemed critical but which, because of convenience to both management and labor, can be moved toward resolution.

Section 5. Association Leave.

Employees granted Association leave shall be paid for their leave time, shall not have any leave account debited, and shall not be required to make up the time. Association leave shall be granted in the following situations:

- a. Three (3) Employee members of the KBEA negotiating committee shall receive Association leave for all time necessary for the conduct of contract negotiations, including reasonable time for negotiating committee meetings outside of the negotiations themselves.
- b. Association leave shall be granted for all reasonable time necessary to process grievances, including arbitrations, for grievants, Employee Representatives and elected Association officers who may be involved, and witnesses.
- c. Employee Representatives shall be granted up to sixteen (16) hours per calendar year of Association leave to attend Association sponsored training.
- d. Elected Association officers (President, Vice President, Secretary & Treasurer) shall be granted a reasonable amount of Association leave for the purpose of conducting Association business. Such time shall not normally exceed four hours per week.

Association leave will not be unreasonably denied. Requests for Association leave will normally be made through the Association President or his/her designee and will be made in as timely a fashion as possible.

Section 6. KBEA Business Leave Bank.

- a. There is hereby created an KBEA Business Leave Bank (Bank) which shall be administered by the Association with records kept by the Employer. The Bank shall be used for Association member absences (not covered by Association leave above) as set out in this section. The Bank shall be established by an automatic transfer each October 1 of annual leave from each Employee in an amount specified by the Association. If an Employee does not have the specified hours of annual leave as of October 1, hours shall be transferred when the Employee has accrued them. The Bank will be used as approved by the Association President to allow Association officials to attend KBEA business meetings, business meetings or training sponsored by the Alaska Public Employees Association or the American Federation of Teachers, and to allow negotiating committee members to prepare for negotiations.
- b. The President of the Association may cancel the automatic leave deduction for any year in which sufficient cash is available for purposes of the Bank.
- c. The Employer agrees that every reasonable effort will be made to release Association Representatives to attend APEA meetings. However, the parties recognize that situations may arise that prevent representatives from being present.

Section 7. Meeting Space.

Where there is appropriate available meeting space in the Borough office, maintenance or service area buildings owned or leased by the Employer, this space may be used for meetings by the Association at no cost to the Association with reasonable notice to the Employer. Approval shall not be unreasonably denied.

Section 8. Intra-Borough Mail.

The Association shall have the privilege of using the Intra Borough mail system or any method of Intra-Borough communications used by the Employer. Any costs incurred for postage, envelopes, duplicating, or use of any other goods or materials of the Employer shall be borne by the Association.

Section 9. Bulletin Boards.

The Association shall have the right to use bulletin board space in each department for the purpose of posting Association information.

Section 10. Office Equipment.

The Association shall have the right to use Borough office equipment provided that the Employer is notified, and approves of the use and conditions specified.

ARTICLE 8
STRIKE/LOCKOUT

Section 1.

The Association agrees that it will not authorize, instigate, aid, or engage in any work stoppage, slowdown, sick-out, refusal to work, picketing or strike against the Employer during the life of this Agreement.

Section 2.

The Employer agrees that there will be no lockout of Employees during the life of this Agreement.

ARTICLE 9
PROTECTION OF RIGHTS

Section 1.

An Employee shall not be required in the performance of his/her duties to violate any federal, state, or local law. Each Employee is required to act with due care and regard for his/her own safety and that of his/her fellow Employees and the person and property of any and all other persons.

Section 2.

Except in cases of proven deliberate or grossly negligent acts, Employees shall not be responsible for stolen or damaged property belonging to the Employer.

ARTICLE 10
LEGAL ASSISTANCE

If the Employer determines that an Employee did not engage in conduct beyond the scope of the Employee's authority or which constituted willful misconduct or gross negligence in the performance of the Employee's job duties, the Employer, upon request by the Employee, agrees to provide for the legal defense of the Employee in any legal action brought against the Employee as a result of the performance of the Employee's job duties.

If the Employer determines that the Employee did not engage in conduct beyond the scope of the Employee's authority or which constituted willful misconduct or gross negligence, the Employer agrees to compensate the Employee; upon a reasonable showing of need by the Employee, an absence from work will be allowed to prepare the Employee's case for negotiation or trial. The Employer also agrees to pay any judgment rendered against the Employee if the Employer has provided legal services to the Employee pursuant to this Article.

The Employer may, with reservation, undertake the defense of an Employee pursuant to this Article. If the Employer has, under reservation, provided legal services, the obligation to pay a judgment against the Employee is not operative until final determination is made by the Employer of the Employee's eligibility for legal services under this Article. If the Employer has, with reservation, undertaken the defense of an Employee and if a court of competent jurisdiction deems that the Employee acted beyond the scope of the Employee's authority or with willful misconduct or gross negligence, the Employer has no liability whatsoever to the Employee or any other person as a result of such determination. In such cases as this, the judgment, costs, and fees will be borne by the Employee as in any other instance where the court determines that the Employee acted beyond the scope of the Employee's authority or with willful misconduct or gross negligence.

ARTICLE 11
NEPOTISM

It is in the best interests of all concerned to establish procedures which will eliminate conflict which could be caused by employing members of the same family.

- a. The Employer will not discriminate against members of the same family in selecting, hiring, promoting, demoting, or dismissing Employees because of the relationship between Employees providing that one family member is not in the supervisory chain of command over another.
- b. The Employer will attempt to assign qualified employees to positions where there will be minimal official contact with a member of the same family.
- c. Family, for the purposes of this Article, is defined as spouse, parents, siblings, children (including foster, step, and adopted), and any individual permanently residing in the same household.

ARTICLE 12
HOURS OF WORK

Section 1. Work Shift.

- a. The Employer agrees to be reasonable in assigning work shifts. Due consideration will be given to the impact on the Employees.

- b. For Employees working a 56-hour week schedule, the normal work shift will consist of 24 consecutive hours. It is expressly understood that meal breaks are not designated.

Section 2. Meal and Relief Breaks.

- a. Employees working at least six (6) hours shall receive a meal break of not less than thirty (30) minutes or more than sixty (60) minutes. Meal breaks are not considered time worked.
- b. All Employees, except 56-hour Employees, shall be allowed a total of fifteen (15) minutes of relief (including smoking) break(s) during the first half of the shift (at least four hours) and a total of fifteen (15) minutes of relief (including smoking) break(s) during the second half of the shift (at least four hours). Uniform smoking rules will be applied to all employees in each work site and they will comply with Alaska Statute 18.35.300 through 18.35.341.

Section 3. Work Week.

- a. All full-time Employees, except 56-hour Employees, will be guaranteed a minimum of 40 hours in a workweek with two consecutive days off each week. Where practicable, part time employees shall also have two consecutive days off each week. 40 hour employees except for 911 dispatchers, pool employees, landfill workers and any others mutually agreed to by the parties, will normally be scheduled to work their 40 hours between Monday and Friday of each workweek. Data Processing, Maintenance, and Custodial employees may be scheduled to work Saturdays. This does not preclude weekend scheduling by mutual agreement.
- b. For 56-hour Employees, the regular work schedule will consist of three twenty-four (24) hour shifts on a nine (9) day cycle. The shift change will be at 8:00 a.m. unless the parties mutually agree to either an earlier or later change time.

Any non-temporary change made shall not start earlier than 7:00 a.m. or later than 9:00 a.m. If the parties agree to a change in the time, the change must remain in effect for a minimum of six (6) months. Before a change is made, thirty (30) calendar days written notice will be given to the affected Employees. The provisions of this subsection will not apply to Employees undergoing basic training.

For purposes of this Agreement, a normal workweek for 56-hour Employees may include a work shift on Saturday, Sunday, and/or a holiday.

Section 4. Benefits Based on Work Week.

- a. Full-time.
Employees filling regular full-time positions shall be eligible for 100% of all benefits provided in this Agreement.
- b. Part-time.
 - 1. Employees filling regular part-time positions who regularly and consistently work 30-39 hours per week shall be eligible for 75% of all benefits provided in this Agreement.
 - 2. Employees filling regular part-time positions who regularly and consistently work 20-29 hours per week shall be eligible for 50% of all benefits provided in this Agreement.

3. Employees filling regular part-time positions who regularly and consistently work fewer than 20 hours per week shall not be eligible for benefits provided in this agreement.
4. Part-time employees may waive all such benefits authorized by this Agreement.
5. For purposes of these sections "regularly and consistently" means at least three (3) consecutive pay periods including periods while in acting status and "benefits" means leave, holidays, insurance, and expense allowances.

ARTICLE 13 **EMPLOYEE RECORDS**

Section 1. Personnel Files.

There shall exist a central personnel file in the office of the Personnel Manager. Each Employee will be furnished with copies of all information as it is placed in the file. There shall also exist an Employee Discussion Record maintained by each supervisor to document any important discussions held with the Employee. All entries shall be discussed with the Employee at the time the entry is made, and the Employee's comments shall be noted.

All documentation which may be used to support disciplinary action and evaluations must be initialed by the Employee prior to being placed in the files. In the event an Employee refuses to initial a document, which is to be used in support of disciplinary action, the supervisor shall note the refusal on the document, and then place it in the files. Such documents and any documentation of a derogatory nature will be purged from all files not later than 24 calendar months from the date of insertion. Documentation so purged will be sealed for an additional 12 months and then destroyed. Sealed documents will only be opened in case the Association or the employee takes direct legal or grievance action against the Borough specific to that document. Disciplinary documentation may be retained beyond the initial 24 month period if there is a reoccurrence of the problem. Purging in that case will be based upon the date of the most recent document.

Section 2. Member Review.

An Employee shall have access to his or her files at any time upon reasonable notice to the Employer and shall be provided a copy of the files or any parts thereof upon reasonable request.

Section 3. Association Review.

Association representatives, with the Employee's permission, shall have the right to examine the Employee's personnel files upon notification to the Employer. The Employer shall make available the original personnel files for examination by the Association representative. Copies of documents shall be furnished to the Association upon reasonable request.

Section 4.

No secret files shall be kept on any Employee.

ARTICLE 14
PROBATION PERIOD

- a. Probationary periods for Borough employees shall be as follows:
- Pay ranges A - L (except for those below) Six (6) months
- 911 Dispatchers, and Pay ranges M-Y Twelve (12) months
- b. The initial period of Borough employment in a regular position shall be a probationary period, except that an Employee who has worked as a temporary Employee in the same job prior to his hire for the regular position shall receive day-for-day credit toward the probationary period up to a maximum of one half the required period. Temporary Employees who have become Service Fee Payers as the result of Article 3, Section 2, and are hired into the same regular position classification, shall receive full credit toward the probationary period without such maximum limit. A longer probationary period may be required under Article 18, Section 3.d. The Employer may waive the last half of any probationary period at its discretion.
- c. Probationary Employees in regular positions shall be eligible for full benefits, including annual and sick leave, from the date of initial hire, except that annual leave may not be taken in the first six months in a regular position.
- d. Probationary Employees who have not attained regular status may be dismissed at any time during the probationary period if in the sole opinion of the Employer they will not reach satisfactory status or if an Employee with transfer back rights exercises those rights. Dismissal during the probationary period is not subject to the grievance procedure in Article 26.
- e. Upon satisfactory completion of the initial probationary period, the Employee automatically attains regular status.
- f. Regular status employees who are promoted shall serve the appropriate probationary period under "a" above. Regular status employees in probationary status may only be discharged for just cause.
- g. Employees rehired within eighteen months from the date of a layoff shall not be required to complete a probationary period.
- h. Employees rehired into the same job family within eighteen months from the date employment terminated (except for layoffs) shall not be required to complete a probationary period.
- i. For g. and h. above the Employee must have attained regular status prior to the day employment terminated or layoff was effective.

ARTICLE 15
ANNIVERSARY DATE

Section 1.

Anniversary dates shall be established when one of the following events occur:

- a. The date of initial hire into a regular position or most recent promotion or demotion.

- b. The date of transfer to a different range by change of job assignment.

Section 2.

For Employees on layoff status who are recalled to work, or for employees on leave without pay (non-medical), the anniversary date will be moved one (1) month later for each month of layoff status or leave without pay after the last anniversary date. The anniversary date will be unchanged for up to three (3) months of leave without pay (medical and maternity).

ARTICLE 16 PERFORMANCE EVALUATION

An established evaluation process is an effective means of communication between Employees and the supervisor and provides a vehicle for improvement of performance which will in turn improve service to the public.

Section 1. Probationary Evaluations

The performance of employees who are in their initial probationary status will be evaluated at the mid point and at the end of their probationary period. The Borough may evaluate the employee at other intervals during the probationary period. The performance of employees during the first year after completion of their initial probationary status will be formally evaluated by the employee's anniversary date.

Employees on probation following a promotion will be evaluated at least at the end of their probationary period.

Section 2. Regular Evaluations

When an employee who is not covered by Section A and is performing satisfactorily, the employee will receive a step increase under the schedule set out in Article 23 without the supervisor preparing a formal annual evaluation. Annual evaluations will not be required for those employees (not covered by Section 1 above) whose performance is at or above acceptable standards. If the supervisor has not completed the evaluation process by the employee's anniversary date, it will be assumed, for purposes of eligibility for a step increase, that the employee's performance is satisfactory.

Section 3. Supplemental Evaluations

The Borough may conduct a supplemental evaluation at any time. When a supervisor believes that an employee's performance is below acceptable standards, the supervisor will so notify the employee and prepare an interim evaluation and plan for improvement. An employee may request a supplemental evaluation at any time; however, the supervisor is not required to prepare a supplemental evaluation more than once a year, measured from the employee's anniversary date.

Section 4. Evaluation Procedures

Evaluations should be written by supervisory personnel who have directly supervised the employee for the majority of the evaluation period. If no such supervisor is available, the department director may evaluate the employee. The employee's other supervisors, if available, may be required to submit written comments. Employees shall not be required to write their own evaluation.

The Borough shall devise forms and establish standards to be used by supervisors in filling out job evaluations. Those standards shall be uniformly applied by the Borough in evaluating an employee. Any change in evaluation form or system shall be reviewed with the Association. KBEA will provide input for such changes within 30 days after receiving the written proposed change.

The evaluation shall be discussed with the employee not less than fifteen (15) days prior to the employee's anniversary date. Upon completion of this discussion the evaluation shall be signed by the employee and the evaluator. The employee's signature shall not constitute agreement with the evaluation.

Comments added after the employee signs the evaluation will be discussed with the employee and an additional signature of the employee will be required.

Employees are required to sign their evaluation within five (5) days of receiving it. If an employee has not signed the evaluation within the five (5) day time period, the supervisor shall note the failure to sign on the evaluation, and it shall continue through the normal evaluation process without the employee's signature.

Section 5. Appeals

The supervisor who completed the evaluation, will initially review the evaluation with the department head. The department head shall not sign the evaluation until it has been presented to the employee. Any Employee who is dissatisfied with a written evaluation may request that his/her supervisor hold the evaluation for seven (7) calendar days in order that he/she may prepare a rebuttal. The rebuttal shall be attached to the evaluation prior to being forwarded on to the department head for finalization. Any Employee, through the Association, may request in writing to the Personnel Manager that an investigation be conducted into the accuracy of the evaluation and adjust the evaluation if necessary to conform to the facts ascertained during the investigation. Such requests must be submitted within thirty (30) calendar days of the Employee's receipt of the final evaluation. An evaluation is final when the evaluation is signed by the department head and a copy with all signatures is provided to the employee. The Personnel Manager agrees to initiate the investigation no later than twenty-one (21) calendar days after receipt of the Employee's request. The investigation must be completed within thirty (30) calendar days. A copy of the investigation report shall be sent to the Employee and the Association. The parties agree that the procedure described in this subsection is the sole and exclusive method of resolution of disputes of evaluations not involving step increases. Evaluations which involve a denial of step increase are grievable under Article 26 of this agreement.

Section 6. Untimely Responses

If the evaluation justifies a pay increase and the evaluation is late for reasons other than the fault or delay of the employee, any pay increase due will be implemented on the anniversary date.

Section 7. Plans for Improvement

In the event the evaluator notes less than satisfactory performance by an employee, the evaluator shall, within fifteen (15) days from the time the employee signs, or fails to sign, the evaluation, develop a plan for improvement that:

- a. delineates the evaluator's expectations regarding improvement,
- b. describes activities to be undertaken by the employee to improve his performance,
- c. indicates a time frame for improvement, and

d. sets forth clearly the possible consequences if the expected level of improvement is not attained.

This plan for improvement shall be discussed and clarified with the employee within 15 days from the time the employee receives the improvement plan, and shall be considered part of the evaluation process. At the request of the employee, an Association representative may be provided with a copy of the plan for improvement or be present at the discussion. This section does not apply to employees in their initial probationary period.

Section 8. Deadlines

All deadlines contained in this Article may be relaxed in the event either the employee or supervisor is unavailable due to approved leave in excess of five (5) days, by the amount of such approved leave.

Section 9.

The parties recognize that for an evaluation to have meaning it must have a reasonable nexus to the period for which the evaluation is written. Any evaluation regarding conduct or performance that is not provided by the anniversary date shall be considered void and shall be destroyed.

ARTICLE 17 **MERIT PRINCIPLES**

The parties agree that it is their mutual intent to strengthen the merit principles and shall use all due diligence to maintain merit principles among all Employees to the end that Employees be selected, appointed and promoted from among the most qualified, not on the basis of personal connections.

ARTICLE 18 **PROMOTION, TRANSFER, DEMOTION**

Section 1. Promotion.

- a. A transfer of a regular status Employee to a higher classification with a higher pay rate is a promotion. It shall be the intent of the Employer to make promotional opportunities available to Employees. Vacancies which occur within the classified service shall first be offered to the qualified Employees who are not in probationary status. This does not include flex positions.
- b. When there is a vacancy to be filled by promotion or new appointment in a classified position or when a new classified position is created, when the position is to be filled, the Employer shall post a conspicuous notice of that vacancy on the bulletin board in the fire stations, swimming pool area, maintenance shop, and coffee room of the Borough Administration Building. Such notice shall be readily observable by the Employees, and the Employer shall deliver a copy of that notice to the Association's designated representative. The position vacancy will be posted for a period of not less than ten calendar days. Interested employees must notify the human resources office of their interest within the ten (10) calendar day period and provide an updated application or resume. The most qualified regular status Employee who applies for a position shall be promoted. On-call and volunteer employees may apply under this section only for regular positions in the same job classifications and service area for which they have been employed as on-call and volunteer employees. They may be appointed only if no qualified regular status employee applies.

- c. Open or vacant positions as posted in accordance with Section 1.b. shall be filled based on merit and subject to the following criteria:
1. Bargaining unit members need not meet minimum qualifications in the job description to apply (if no applicant meets the minimum qualifications, the Employer, at its sole discretion and on a non-precedent setting basis, may lower the qualifications). Each posting of a vacancy will reflect the information that bargaining unit members may apply regardless of whether or not he/she meets the minimum qualifications.
 2. If no qualified regular status Employee applies, or if no Employee applicant meets the minimum qualifications for the position, the vacancy may be advertised to the public. The Employer may then interview any fully qualified applicants. If no applicant meets the minimum qualifications, the Employer, at its sole discretion and on a non-precedent setting basis, may lower the qualifications. If the Employer chooses to lower the qualifications, it will review all applicants, including Employee applicants, to determine if anyone meets the new lower qualifications. If any Employee applicants meet the revised minimum qualifications, he/she will be given priority over public applicants meeting the revised qualifications.
 3. Satisfactorily pass examinations when applicable;
 4. Satisfactory personnel evaluation reports.
- d. An Employee promoted or transferred to a new position shall have the right within three (3) months to request transfer back to his/her former position . The final decision rests with management.
- e. A promoted Employee will receive the equivalent of a one range increase (equal to the current earned step in the new range, i.e. Range C Step 3 to Range D step 3) or be placed at the minimum pay rate of the new range, whichever produces the higher salary.

Section 2. Demotion.

- a. The involuntary transfer of a regular status Employee to a lower classification with a lower pay rate is a demotion. Demotions shall only occur for just cause.
- b. A demotion shall be subject to the grievance/arbitration procedure specified in this Agreement.
- c. It is understood that the Employee will not replace another Employee who has satisfactorily completed his probationary period.
- d. A demoted Employee will not be allowed to make application to the position from which he/she was demoted until the passage of six months from the date of demotion.
- e. An employee demoted for disciplinary reasons shall be placed at Step 1 of the new range to which he or she is assigned or such other step as may be mutually agreed.

Section 3. Transfer.

- a. The Employer may transfer an Employee from one classification to another classification of equal pay level between the respective organizational units upon mutual agreement between the affected department heads and the Employee.

- b. An Employee may request and be granted a transfer to an equal or lower classification provided that the affected department head(s) concur. Concurrence shall not be unreasonably withheld. Budget constraints may be considered by the employer when considering a voluntary transfer. By mutual agreement between the employer, the association and the member, an employee may agree to a reduction in compensation greater than that provided in c. below.
- c. Transfers will be allowed only when it is established that the Employee meets the minimum qualifications (if the employee does not meet the minimum qualifications, the Employer, at its sole discretion and on a non-precedent setting basis, may lower the qualifications) of the position to which he is being transferred and that there is no loss of pay, seniority, or benefits unless the Employee consents to such a loss. Salary shall be reduced one range at the same step for each range which the Employee loses in transferring.
- d. Employees transferred prior to completing one half of their initial probationary period shall be subject to an extended probationary period of up to six months from the date of transfer unless the new position is similar in nature and job description. However, no employee who has completed his/her initial probationary period shall be required to complete a new probationary period when transferring under this section.
- e. Employees transferring to a lesser job as a result of "Bump-down" due to layoffs shall be frozen in pay until such time as a catch up occurs. If such a transfer results in the member being placed above the maximum rate of pay for the new range, the member will remain "frozen" for a period of 24 months after which he/she will be placed at the maximum rate of pay for the new position.

Section 4.

When there are reassignments of functions from one department to another, consolidation of functions of a department or any transfers of positions from one department to another, the Employer will reassign or transfer affected Employees to other positions for which they qualify.

ARTICLE 19 SENIORITY

Section 1.

The Employer recognizes the principle of seniority in the application of layoffs and recall. Seniority in this Agreement shall be determined based on total employment in a regular position with credit given on an hour-for-hour basis for any temporary service within the previous three (3) years prior to regular position hire. Seniority credit shall not accrue during periods of leave without pay (non-medical) in excess of eighty (80) hours in any calendar year or leave without pay (medical and maternity) in excess of three (3) consecutive months.

Section 2.

An Employee discharged for just cause will lose his/her seniority standing.

Section 3.

The Personnel Manager will submit to the Association twice annually a seniority list which shall be reviewed, amended, and finally approved by the Association secretary as being correct. The list is to be received on or about January 1 and again on or about July 1.

Section 4.

In the event that currently filled positions are brought into the Bargaining Unit as a result of the Employer's take over of services previously performed by another governmental entity, incumbents shall receive leave and other benefits based on the length of their service with the other governmental entity. However, for purposes of seniority as against other Borough employees (including but not limited to bumping rights and annual leave priority) the incumbents' seniority begins on the date of the Employer's take over.

For purposes of computing seniority against other similarly situated employees, the incumbent's total service with the Employer and the previous governmental entity will be considered.

Section 5.

Employees who move to Appendix A positions shall retain seniority rights in the bargaining unit for a period of eighteen months. Appendix A employees who move to Association positions shall be placed at the step and range in accordance with the transfer language in Article 18 unless the move is a result of discipline in which case the demotion language shall apply. The seniority date for such personnel after the eighteen months above shall be the date of appointment to the position covered by the collective bargaining agreement.

ARTICLE 20
LAYOFF AND RETURN RIGHTS

Section 1.

In the event of layoff, Employees with the greatest seniority will be given bumping rights to existing bargaining unit positions for which they are qualified within their department. Bumping rights apply only to positions at the same or lower pay range. Part-time Employees may not bump full-time Employees. Qualifications will be based on the existing job descriptions at the time of layoff. Article 18, Section 3 will apply to those Employees accepting a lower range position.

Section 2.

The Employer agrees that there shall be no layoff of regular Employees while there are temporary Employees in the Employer's service in any job classification for which a laid off Employee would be eligible and willing to work. No on-call Employees shall be used for regular shift work while regular Employees are in lay off status and are willing to work in the position. Offers for temporary work must be accepted and begun within three calendar days.

Section 3.

In an attempt to avoid layoffs, the Association, consistent with work requirements, will seek to find Employees who volunteer to take leave without pay or to work a reduced work week, or consider reduction of Employee work hours equally distributed among affected personnel.

Section 4.

Employees shall maintain their rights to recall for eighteen (18) months after the date of layoff. Recall rights apply only to positions at the same or lower pay range in any department for which an Employee in layoff status is qualified. The Human Resource Office shall notify all Employees in layoff status of all vacancies in the bargaining unit for which they have expressed an interest. It shall be the Employees' responsibility to keep the Human Resource Office apprised of their current address, phone number, and

any new skills or experience not reflected in their Official Personnel Folder. Employees in layoff status shall be offered vacancies in the bargaining unit for which they are qualified ahead of transfer applicants but not ahead of promotion applicants within the department (unless the position is the one from which they were laid off).

Section 5.

The Employee last laid off shall be the first rehired into a position for which he/she is qualified. The Employee with the most seniority will have priority if layoff dates are the same.

Section 6.

An Employee who has accepted a position at a lower salary range from which laid off shall retain recall rights to the position from which laid off for the time period provided in Section 4 of this Article. An Employee who has accepted a different position at the same or a lower level shall return to the position from which he/she was laid off, should the original position become available.

Section 7.

A laid off Employee who receives an offer to return to the position from which he/she was laid off must accept that offer and report to work within 30 calendar days or lose all layoff rights.

Section 8.

Return from layoff anytime within the eighteen (18) month period restores the unpaid portion of the Employee's sick leave balance. This unpaid balance is not subject to further payoffs.

ARTICLE 21 **RESIGNATION/TERMINATION**

An Employee who intends to terminate his service with the Employer shall submit a written resignation to his/her supervisor stating his/her last date of employment. Resignations shall be submitted as early as possible, but at least two (2) weeks before the final work day unless mutually agreed before hand between the Employer and the Association. A copy of an Employee's resignation shall be attached to the form effecting separation and be filed in the Employee's personnel file. The Employer shall send a copy of the resignation to the Association. At the Employer's option the Employee may be paid two weeks full pay and benefits and allowed to leave employment immediately.

With the exception of dishonesty, drunkenness, physical misconduct, abusive or lewd behavior, abandonment of duties, loss of required license or certification or gross disobedience, which have no minimum notice period, all regular Employees shall be given two weeks notice of termination. The employer may elect to provide full pay in lieu of notice. Probationary Employees shall be given one week's notice or one day's pay for each complete month of service up to a maximum of 10 months from their most recent date of hire, whichever is more. The option of notice or pay shall be the Employer's.

ARTICLE 22
JOB DESCRIPTIONS

Section 1.

The Borough may establish class specifications for each related class of positions in the Borough classification plan, i.e. Clerical, Accounting, Maintenance Mechanic, etc. These class specifications will generally describe the duties of the classification and establish minimum qualifications.

Each position in the classified service will have a job description setting forth the usual and regular duties and requirements of that position giving brief examples of the duties involved. Classification decisions will be based upon the particular job description for the position being considered and not on the generic class specification.

The Employer may change assignments of Employees within the same class as long as the reassignment is within the same department and is the same range.

Section 2.

All job descriptions are to be reviewed and updated each fiscal year by the department head with input from the Employee performing the job. Each Employee shall receive a copy of his/her revised job description not later than October 15th of each year. Employees may attach to the job description any objections which they have if they do not agree with the description given them and submit it through their department head to the Personnel Manager. The Personnel Manager will review any such objections and cause changes to be made to the description if warranted and will respond in writing to the employee within sixty (60) days of receipt of such objections.

Section 3.

If, in the process of reclassification, an Employee is disqualified, he/she shall be afforded all the rights and provisions as described in Article 20.

Section 4.

When a revised job description indicates a substantial increase or reduction in responsibilities or duties, reclassification shall occur. Reclassifications resulting in an increase in range(s) shall result in placement at the same step currently held in the new range not to exceed a maximum increase of two full ranges, but in no case less than the Step 1 of the new range. Employees who, as a result of reclassification, realize a decrease in range(s) shall be frozen in pay until such time as a catch up occurs. If such a reclassification results in the member being placed above the maximum rate of pay for the new range, the member will remain "frozen" for a period of 24 months after which he/she will be placed at the maximum rate of pay for the new position. However, no employee who has completed his/her initial probationary period shall be required to complete a new probationary period when their position is reclassified under this section.

ARTICLE 23
JOB CLASSIFICATION AND PAY PLAN

Section 1. Obligation of the Employer.

It is the obligation of the Employer to establish and maintain a classification system and a pay plan.

Section 2. Temporary Duties.

Employees may be required on a temporary basis to perform duties which are duties normally performed by other classifications, however, the Employee will not be required to perform a duty which he/she is incapable of doing or to perform duties not directly related to his/her job.

Section 3. Lower Classification Duties.

An Employee may occasionally be required to perform duties of a lower classification and shall not suffer any loss of pay during those periods. The parties agree that assignment of such duties shall not be used for disciplinary purposes.

Section 4. Acting in a Higher Classification.

- a. An Employee performing the duties of a higher classification including Appendix A positions for one full week or more [36 consecutive hours (1½ twenty-four hour shifts) for 56 hour Engineers] will be paid at the rate of the higher range that would be appropriate in case of promotion. Employees tasked only with insuring that their operational unit is functioning properly on a routine, day to day basis will receive a one (1) range increase.
- b. In the "acting" position, the Employee is subject to the same conditions as if the assignment were permanent except that periods of leave of one full day/shift or more and cash-outs will be at their regular "non-acting" rate of pay. At the time the "acting" assignment is terminated, the Employee shall resume the position held prior to the "acting" assignment.

Section 5. Reclassifications.

- a. The Employer and the Association will meet on a periodic basis for the purpose of discussing proposed or recommended Reclassifications of bargaining unit positions. The Association may nominate positions which it feels should be reclassified.
- b. Payroll Range Placement.

There are two methods that the payroll placement of a position may be changed. The first involves a decision by the Borough to increase the range and the second by a request of an Employee.

 1. Action by the Borough. In the event management chooses to reclassify a position, the job description will be rewritten. The rewritten job description must be reviewed and signed by the Employee's supervisor and Department Head before being forwarded to the Personnel Manager for approval. If the change is approved, the Personnel Manager will insure the change is made immediately in the payroll system and notify the Department Head and the Association. In the event the request is denied at any point, or if the time frame for processing the request is excessive, the affected Employee may choose to request the payroll classification change as stated in #2 below.
 2. Request by Employee. An Employee may request that his/her payroll placement be changed. The Employee's job description must be rewritten and forwarded to the Employee's Department Head through his/her supervisor. The review by the supervisor and Department Head must be completed within 30 calendar days. If the supervisor or the Department Head do not agree with a change in the job description, the Employee may appeal under the grievance procedure as set forth in Article 26 of this Agreement. If the rewritten job description is approved by both the supervisor and the Department Head, it will then be forwarded on to the Association Reclassification Committee. The

Committee will review the revised duties and issue a revised payroll placement in written response to the Employee. If the Employee chooses, he/she may submit the revised job description along with the Reclassification Committee evaluation to the Personnel Manager, requesting a change in payroll classification. If the Personnel Manager finds that there is merit in the request, he/she shall immediately make the appropriate change. If the Personnel Manager finds the request not justified, he/she shall advise the Employee of his/her decision and also the Employee's right of appeal under the grievance procedure as set forth in Article 26 of this Agreement. Failure to issue a decision within thirty (30) days, will result in an automatic approval of the requested reclassification. Any change in payroll classification shall be effective as of the date the Borough failed to respond.

Section 6. Wage Schedule.

a. July 1, 2004:

40 HOUR

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
A	8.1409	8.4473	8.7536	8.9287	9.1038	9.2789	9.4539	9.6290	9.8041	9.9792
B	8.7108	9.0386	9.3664	9.5537	9.7411	9.9284	10.1157	10.3030	10.4904	10.6777
C	9.3205	9.6713	10.0221	10.2225	10.4229	10.6234	10.8238	11.0243	11.2247	11.4251
D	9.9729	10.3483	10.7236	10.9381	11.1525	11.3670	11.5815	11.7960	12.0104	12.2249
E	10.6710	11.0726	11.4742	11.7037	11.9332	12.1627	12.3922	12.6217	12.8512	13.0806
F	11.4180	11.8477	12.2774	12.5230	12.7685	13.0141	13.2596	13.5052	13.7507	13.9963
G	12.2173	12.6771	13.1369	13.3996	13.6623	13.9251	14.1878	14.4506	14.7133	14.9760
H	13.0725	13.5645	14.0564	14.3376	14.6187	14.8998	15.1810	15.4621	15.7432	16.0243
I	13.9876	14.5140	15.0404	15.3412	15.6420	15.9428	16.2436	16.5444	16.8452	17.1461
J	14.9667	15.5300	16.0932	16.4151	16.7370	17.0588	17.3807	17.7025	18.0244	18.3463
K	16.0144	16.6171	17.2197	17.5641	17.9085	18.2529	18.5973	18.9417	19.2861	19.6305
L	17.1354	17.7803	18.4251	18.7936	19.1621	19.5306	19.8991	20.2676	20.6361	21.0047
M	18.3348	19.0249	19.7149	20.1092	20.5035	20.8978	21.2921	21.6864	22.0807	22.4750
N	19.6183	20.3566	21.0949	21.5168	21.9387	22.3606	22.7825	23.2044	23.6263	24.0482
O	20.9916	21.7816	22.5716	23.0230	23.4744	23.9259	24.3773	24.8287	25.2802	25.7316
P	22.4610	23.3063	24.1516	24.6346	25.1177	25.6007	26.0837	26.5667	27.0498	27.5328
Q	24.0332	24.9377	25.8422	26.3590	26.8759	27.3927	27.9096	28.4264	28.9433	29.4601
R	25.7156	26.6834	27.6512	28.2042	28.7572	29.3102	29.8632	30.4163	30.9693	31.5223

56 HOUR

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
J	10.5123	10.9080	11.3036	11.5297	11.7557	11.9818	12.2079	12.4339	12.6600	12.8861
K	11.2482	11.6715	12.0948	12.3367	12.5786	12.8205	13.0624	13.3043	13.5462	13.7881
L	12.0356	12.4885	12.9415	13.2003	13.4591	13.7180	13.9768	14.2356	14.4945	14.7533
M	12.8781	13.3627	13.8474	14.1243	14.4013	14.6782	14.9552	15.2321	15.5091	15.7860
N	13.7795	14.2981	14.8167	15.1130	15.4094	15.7057	16.0020	16.2984	16.5947	16.8910
O	14.7441	15.2990	15.8539	16.1709	16.4880	16.8051	17.1222	17.4392	17.7563	18.0734
P	15.7762	16.3699	16.9636	17.3029	17.6422	17.9815	18.3207	18.6600	18.9993	19.3385
Q	16.8805	17.5158	18.1511	18.5141	18.8771	19.2402	19.6032	19.9662	20.3292	20.6922
R	18.0621	18.7419	19.4217	19.8101	20.1985	20.5870	20.9754	21.3638	21.7523	22.1407

b. The above 2004 wage scale reflects a 3.1% increase to the 2003 wage scale and shall be adjusted annually as follows:

1. On July 1, 2005, the 2004 wage schedule shall be increased by the 12/31/04 CPI-U for Anchorage.

2. On July 1, 2006, the 2005 wage schedule shall be increased by the 12/31/05 CPI-U for Anchorage.
- c. New Employees will not be placed above the Step 1 for any position unless the association is notified and afforded the opportunity for input before such action is taken.
- d. Upon completion of twelve months of satisfactory service at Step 1 all Employees will be advanced to Step 2 in the range to which his/her position is assigned.
- e. Upon completion of twelve months of satisfactory service at Step 2 all Employees will be advanced to Step 3 in the range to which his/her position is assigned.
- f. After reaching Step 3 in the range to which his/her position is assigned all employees will be entitled to receive merit/longevity steps for each two years of service at the prior Step and each three years from Step 8 to Step 9 and 10 in accordance with the procedures set out in Article 16.

Section 7. Professional Pay.

Upon mutual agreement between the parties any Employee who provides professional license or services beyond the basic requirements of his/her position, which provides substantial cost savings or additional benefit to the borough, will be entitled to the equivalent of a one range professional pay increase above and beyond his/her normal rate of pay while that license or service is required.

Section 8. Paramedic and Dive Rescue Pay.

- a. Paramedic Pay: Qualified Employees required to perform paramedic duties shall be paid one (1) pay range higher, at the same step, than he/she would otherwise. To receive paramedic pay an Employee must be a nationally licensed or state licensed paramedic.
- b. EMT III/ACLS: When required by their position, 56 hour Employees who attain EMT III/ACLS status shall be paid an additional 2.6% of the employee's hourly rate. This does not apply to individuals receiving paramedic incentive pay in subsection a. above.
- c. Dive Pay: Those required to perform dive rescue duties shall be paid an additional 2.6% of the employee's hourly rate. To receive dive incentive pay an Employee must be open water dive certified and must make proficiency dives as prescribed by the department. The department shall furnish all necessary equipment for these proficiency dives.
- d. Fire Investigators: Emergency services employees who have attained certification and conduct fire investigations shall be paid an additional 2.6% of the employee's hourly rate. The certification must be maintained and current to qualify for this additional pay.

Section 9. Hazardous Duty.

Employees required to participate in asbestos removal or other mutually agreed upon activities will be compensated for at one range over the Employee's basic rate as established by this Article for all hours so engaged. Such work must be for projects for the removal of friable asbestos where Federal requirements to provide protective clothing and devices apply. This provision does not apply to encapsulation work.

When Maintenance and Assessing Employees' work requires flying in helicopters or fixed wing aircraft within the Borough, a premium of 10% over the applicable rate of pay shall be paid for all flight time.

ARTICLE 24
PAY PRACTICES

Section 1. Pay Days.

Employees shall be paid every two (2) weeks.

Section 2. Effective Date of Increases.

Monetary increases shall be effective the first day of the pay period following the date of eligibility for the increase.

Section 3. Itemized Deductions.

The Employer shall itemize all deductions on pay checks and shall notify the Employee in advance of all non-Employee authorized deductions.

Section 4. Termination Pay.

- a. When an Employee is terminated, his/her wages become due immediately and shall be paid within three (3) working days.
- b. When an Employee provides two (2) weeks written notice of resignation, his/her wages and pay for all benefits become due immediately and shall be paid on the Employee's last day of employment. When an Employee does not provide two (2) weeks written notice of resignation, his/her wages and pay for all benefits become due immediately and shall be paid within seventy-two (72) hours of his/her last day of employment.

ARTICLE 25
DISCIPLINE

Section 1.

The Employer retains the right to discipline, correct non-disciplinary performance deficiencies, and terminate Employees only for just cause, except that probationary employees may be terminated as set out in Article 14.

Section 2.

The Employer agrees to utilize the concept of progressive discipline for the purposes of correcting the performance of Bargaining Unit Members.

Section 3.

- a. **Employee Notification:** In all cases of disciplinary and non-disciplinary actions, the Employer shall notify the Employee of the reasons for such action concurrent with the commencement of the action.

In all cases of termination, the Employer shall notify the Employee in writing of the reasons for the action prior to termination.

- b. Association Notification: In all cases of disciplinary and non-disciplinary actions and terminations, the Employer agrees to notify the Association in writing concurrent with the commencement of the action.

Section 4.

The Employer shall be required to provide documentation of actions taken under Section 1 of this Article and all such actions will be subject to the agreed upon grievance procedure.

Section 5.

All termination actions shall be signed by the Mayor or the Personnel Manager.

ARTICLE 26 GRIEVANCE/ARBITRATION PROCEDURE

Section 1. Purpose.

A grievance is defined as any controversy or dispute by an Employee, group of Employees, or authorized Employee Representative concerning rates of pay, hours, or other terms and conditions of employment involving the interpretation, application, or alleged violation of any provision of this Agreement or any rules and regulations adopted subsequent to the signing of this Agreement.

Having a desire to promote and maintain labor relations harmony, the parties agree that they will promptly attempt to adjust all complaints or disputes arising between them. If differences or disputes of any kind arise between the Association or the Employees covered herein and the Employer, the parties agree to utilize the following procedure as the sole means to resolve such disputes or complaints.

Section 2. Grievance Steps.

Step One:

When a grievance arises from an action or inaction on the part of the Employer, the Employee shall have thirty (30) calendar days from the date of action or the date of discovery, whichever is later, in which to personally, or with the assistance of his/her employee representative or an APEA staff member lodge a written complaint with his/her immediate supervisor.

The immediate supervisor then has seven (7) calendar days to respond in writing to the Employee and APEA either denying the grievance or granting the relief sought.

Step Two:

If relief is not granted at Step One to the Employee's satisfaction, the complaint must then be reduced to writing by APEA and submitted to the Employee's department head within fourteen (14) calendar days from the date the Step One response is due.

The department head then has seven (7) calendar days to respond in writing to the aggrieved Employee and APEA either denying the grievance or granting the relief sought. The parties agree that decisions issued by department heads and accepted by the grievant are final and binding on both parties.

It is agreed that if the Employee's immediate supervisor is the department head, Step One is automatically waived, but the time frames outlined in Step One shall prevail.

Step Three:

Failing to resolve the grievance at Step Two, the Employee may appeal the grievance in writing to the Personnel Manager. Step Three must be filed by APEA within fourteen (14) calendar days from the date the Step Two response is due.

The Personnel Manager shall review the facts and if requested shall hold a fact-finding hearing offering the aggrieved party and the Association an opportunity to express their views. The Personnel Manager shall arrange for the hearing within twenty-one (21) calendar days from the date the Step Three appeal is received.

Upon completion of the hearing or upon submission of the Step Three appeal if no hearing is requested, the Personnel Manager shall have fourteen (14) calendar days to reduce his/her decision to writing and submit such concurrently to both the Employee and the Association.

Step Four: Arbitration.

Failing to resolve the grievance at Step Three of the grievance procedure, the Employee through APEA only may submit the grievance to arbitration. The Association must notify the Personnel Manager no later than fourteen (14) calendar days after receipt of the Step Three decision of its intent to arbitrate the grievance. The Association shall state specifically which article(s) the Employer may have violated.

Section 3. Selection of Arbitrator.

When the need to select an arbitrator exists and a mutually agreeable arbitrator is not available, the parties will obtain a list of seven (7) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service. The Agency is to be selected by mutual agreement of the parties. After review of the list, the representative from each side will meet and alternately eliminate a name from the list until the list is narrowed to one (1) individual. The Personnel Manager will then make arrangements with the American Arbitration Association or the Federal Mediation and Conciliation Service for the services of the selected arbitrator.

Section 4. Arbitration Hearing: Procedure.

The parties hereto, for the purpose of the conduct of such hearing as may be necessary, incorporate by reference the provisions of the Uniform Arbitration Act, enacted in AS 09.43.010 through AS 09.43.220. It is understood by the parties that arbitration hearings will be conducted as soon as possible and that each party shall be given the opportunity to appear in person and to produce witnesses and cross examine such witnesses as may be presented by the opposing party. With respect to the conduct of the hearing, the parties agree that Post Hearing briefs shall normally not be required unless one party gives written notice prior to the hearing that it desires to file such a brief.

Section 5. Arbitration: Decision.

- a. The authority of the arbitrator:
 1. The arbitrator may consider only the particular issue or issues presented in writing by the Association which have been processed through the grievance procedure. The arbitrator shall have the power to interpret the terms of the Agreement.
 2. The decision of the arbitrator shall be based solely on the existing terms of the Agreement, and the arbitrator shall have no power to add to, subtract from, or modify any of the terms of the Agreement.

3. The arbitrator shall have no power to establish wage rates, job classifications except those brought as an appeal in accordance with Article 23, or fringe benefits of any kind.
- b. The award of the arbitrator shall be final and binding on the parties. Both parties agree that from the inception of a dispute and pending a selection of an arbitrator and the award of the arbitrator, the subject matter controversy shall not be changed and the status quo shall, in all respects, be maintained as prior to the dispute. Fees and other expenses incurred through the services of the arbitrator shall be borne entirely by the losing party. If in the opinion of the arbitrator neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's best judgment.

Section 6. Abandonment of Grievance.

Failure by the grieving party to process the grievance through all the steps of the grievance/arbitration procedure within the time frame of each step shall constitute abandonment of the grievance. Failure by the responding party to process all steps for the grievance/arbitration procedure within the time frame of each step shall be recognition of the merits of the grievance and the relief sought shall be granted.

Grievances shall be processed on a form mutually agreed upon by the parties.

Section 7. Extension of Time Frames.

Time frames for the grievance/arbitration process may be extended only by mutual agreement of the Association and the Employer.

Section 8. Grievance of Termination.

A grievance regarding the termination of an employee shall be filed at step three.

Section 9. Employment Status.

- a. Any Employee who has been terminated and filed a grievance on such action in accordance with the procedures in the Agreement shall be considered suspended without pay or benefits until all steps of the procedure have been followed.
- b. If the Employee is reinstated he/she shall not be subject to any loss of pay, benefits, or seniority, except as may be agreed upon by the parties or ordered by an arbitrator.

Section 10. Class Action Grievance.

Class action grievances shall be submitted by the Association representative to the supervisor having jurisdiction over the entire class of grievances. If the class includes grievants from more than one department, the grievance shall be filed at Step Three. A class action grievance is a situation which allegedly adversely affects two or more Employees in the same manner, or a situation in which the Association believes the Employer has violated the Agreement but in which there are no known grievants. The grievance must state clearly and specifically the relief sought, the provisions of the Agreement alleged to have been violated, and the specific nature of each violation. The Employer agrees to cooperate with the Association in reasonable efforts to identify Employees who may be considered grievants. Failure to file a class action grievance does not bar the filing of a grievance subsequently on behalf of an Employee.

Section 11. Delivery of Grievances and Responses.

When a written grievance or response is delivered by mail, it shall be sent return receipt requested to the respondent or to the person filing the grievance. When a written grievance or response is hand-delivered, the respondent or the person filing the grievance shall acknowledge receipt in writing on the grievance or response. Copies of all written responses to grievances at any step shall be sent to the APEA Field Office in Anchorage.

Section 12. Time.

For the purposes of the time frames in this article, a grievance or response delivered by mail shall be considered submitted on the date of mailing, but the time for response or for filing the next step shall not begin to run until the day after actual receipt. A hand-delivered grievance or response shall be considered submitted on the date of delivery, and the time for response or for filing the next step begins to run on the day after that date. If the last day of a time period falls on a Saturday, Sunday or holiday, the period will be extended until the next business day.

ARTICLE 27 TRAINING

Section 1. Training Required by the Employer.

- a. The Employer may require an Employee to register for and complete any course of academic, professional, or vocational study offered by an institution which is related to the requirements of the Employee's position. The Employee shall be given leave with pay when such courses are during normal working hours. When courses are held during the Employee's non-working hours, the Employer shall compensate the Employee at the Employee's normal hourly rate of pay. Employees shall be paid in accordance with articles in this Agreement governing travel, per diem, and meal allowances. The full cost of required training, including tuition, text, and course materials and incidental expenses, shall be borne by the Employer.
- b. Employees who are required to attend training courses shall be considered in pay status for the purpose of overtime calculations.
- c. When an Employee must take training courses to maintain a job-required professional certification, the Employer agrees to compensate the Employee at the Employee's normal hourly rate of pay. Employees attending such training shall be considered in pay status in accordance with paragraph b. above. The Employer agrees to bear the cost of all travel, per diem, meal allowance and incidental expenses in accordance with this Agreement and also to pay all tuition, registration fees, certificate fees, text and course materials including lab fees.

Section 2. Career Development Grants.

- a. The Employer agrees to set up and maintain an Employee Development Fund. Each year the Employer will contribute \$7,500 to this fund with the General Government and Service Areas sharing the cost on a per capita basis. Regular status Employees may apply for training. Grants may cover all or a portion of the costs of such training.
- b. After approval of a committee of three, which will be composed of one member of the Association, one department head, and the Personnel Manager, disbursements shall be made. Approval must be received prior to the commencement of training.

- c. Grants will be applicable to Borough-related training. Each grant application shall state how the requested study will aid the personal or professional growth of the Employee. The Employee's department head may comment as to the degree of job-related applicability.
- d. The Employer may provide additional training funds but cannot provide less than the contribution specified in Section 2 a. of this Article.
- e. Except where job-related activities interrupt the course of study, the Employee will reimburse the Employer for course work expenditures when the Employee does not complete said course work. A grade of less than a "C" or "satisfactory" does not constitute course completion, except under exceptional circumstances as approved by the Personnel Manager. Evidence of completed course work will become a part of the Employee's personnel file.
- f. Personnel receiving training paid for by the Kenai Peninsula Borough must utilize the training for the enhancement of the Kenai Peninsula Borough for a minimum of one year after successful completion of the course. Prior to the beginning of training, Employees shall agree by contract with the Borough to reimburse the Borough in accordance with the following schedule if the Employee leaves the employ of the Borough prior to the end of the utilization period.

Months of Service After Training	Amount Due Borough
0-6	All
7-8	1/2
9-10	1/4
11-12	1/8
- g. Employees attending training under this section will be considered in a pay status only during their normal working hours.

ARTICLE 28
SAFETY, UNIFORMS, EQUIPMENT

Section 1. Safety Devices and Uniforms.

- a. The Employer shall provide all devices, apparel or equipment necessary for an employee's safety in accordance with applicable laws. If special tools, equipment, clothing or uniforms are required for accomplishing work assignments, the Employer shall be responsible for supplying same.
- b. All 56 hour/week Employees and 40 hour/week Emergency Service Employees required to wear uniforms shall receive three (3) uniforms his/her first year of employment and two (2) uniforms per year (or one Nomex flight suit for NFSA Employees) thereafter or an alternative mutually agreed to. Such uniforms shall be supplied by the Employer or the Employee shall be reimbursed for the actual cost of the uniforms, at the discretion of the Employer. Maintenance allowance in the amount of \$3 per pay period (\$78 per year) will be paid each Employee. Additionally, department approved footwear will be provided at the time of hire and will be replaced by the Employer after the department head determines that the footwear is beyond repair.
- c. Maintenance department Employees, pool maintenance personnel and print shop employees (excluding office personnel) shall receive an allowance in the amount of \$6.25 per pay period (162.50 per year) for appropriate work clothing and shoes. This amount shall also cover the cost of maintaining the clothing and shoes. Employees receiving such an allowance may not file a

claim for damages to clothing and shoes under the property claim Section 2 of this Article. However, the Employer may choose to provide three (3) uniforms per year in lieu of this allowance.

- d. Recreation department Employees engaged in lifeguarding and swimming instruction shall be provided appropriate swimsuits by the department.
- e. It is understood that the footwear, clothing, and uniforms described in b., c., and d. above will not be worn during off-duty hours except as incidental to reporting to or returning from duty.
- f. Where the nature of assigned duties dictates, the Employer agrees to furnish, in addition to the above, rubber boots, turnout coats, bunkers, helmets, helmet shields, breast and hat badges, gloves, safety boots, and any other special clothing.
- g. Equipment as in a. and f. above is, and remains, the property of the Borough and is required to be turned in to the department upon termination.

Section 2. Reimbursement for Damaged Property.

In the event that items of clothing or personal property, excluding jewelry, necessary to an Employee's work assignment are damaged while the Employee was performing duties as required by the Employer, the Employer shall reimburse the Employee for the value of such clothing or personal property. Items damaged due to employee negligence are not reimbursable. The condition of the clothing or personal property immediately prior to such damage shall be taken into account in determining its value. The Employer shall take prompt and timely action to process Employee claims for damaged personal effects. Claims for watches may not exceed \$100.00. No claims shall be allowed under this section for damage to vehicles. It is the intent of the parties that mileage reimbursement shall cover the cost of vehicle insurance.

Section 3. Safety.

It is the obligation of the Employer to exert all reasonable efforts to maintain safe and healthful working conditions for all Employees. Employees recognize that they have a key role in maintaining safe working conditions. It shall not be a violation of this Agreement or grounds for discipline or dismissal if an Employee refuses to work on what the Employee reasonably believes to be unsafe conditions for his/her job.

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

Section 1. Overtime Rates.

- a. All Employees except 56-hour employees required to work more than 40 hours in a week, shall be paid at the rate of 1.5 times their regular hourly rate for all hours worked beyond 40 hours, except as set forth in subsection d. below. At the Employee's option, subject to the Employer's needs, he/she may take compensatory time during the same pay period at 1.5 times the hours worked.
- b. Overtime for 56 hour Employees shall be paid for any hours worked in excess of the regularly scheduled shift, and in excess of 204 hours in the 27 day FLSA cycle, including leave taken. Hours actually worked, annual leave and sick leave count towards overtime due at the end of the 27 day cycle if they have not been compensated for at more than the 56-hour rate of pay. At the

end of the 27 day cycle overtime will be paid for all such hours in excess of 204 hours. Overtime will be compensated at 1.85 times the regular rate of pay for all such hours.

- c. Overtime shall be distributed on an equitable basis. Overtime shall not be made available to on-call or temporary employees unless no Employee volunteers. Employees and others will not be scheduled to work overtime unless he/she has previously satisfactorily performed the assigned work. Overtime shall be first offered to Regular Employees who are assigned the work to be performed.
- d. Employees exempted from overtime under the Fair Labor Standards Act in effect on July 1, 2003, shall not receive overtime payments. They shall be eligible for up to 150 hours of administrative leave each calendar year. On January 1 of each year each such employee will be credited with 150 hours of administrative leave, there shall be no carry-over of such leave. If at the end of the year or upon separation from employment the employee has not earned a total of 150 hours of such leave, hours taken but not earned shall be deducted from the Employee's annual leave balance. Whether an Employee is paid overtime or exempted is at management's sole discretion.
- e. All employees will be compensated at their overtime rate of pay for all hours actually worked on the sixth and seventh consecutive day without a day off.

Section 2. Standby Time Pay.

- a. In cases where it is found necessary by the department head to have Employees remain available for work in a "standby status" outside of their normal working hours, the Employer shall provide the Employee who is on standby status with a paging device. This pager will be maintained by the Employer in proper working order and will have a range of not less than five (5) miles. It is understood that an Employee on standby status shall not go beyond the range of the pager's signal and emergency services Employees shall be able to respond to a call back within 15 minutes.
- b. Employees on standby status with a pager shall receive two (2) hours pay for non 56-hour Employees and 3.5 hours pay for 56 hour/week Employees at the normal hourly rate for each 24 hours or portion thereof on standby status. If the Employer does not issue a pager to an Employee on standby status, thereby requiring the Employee to have constant access to a telephone, the Employer shall pay the Employee four (4) hours pay for non 56-hour Employees and 5.6 hours pay for 56 hour/week employees at the normal hourly rate for each 24 hours or portion thereof on standby status.

Section 3. Call Back.

- a. A 56-hour Employee called back to duty shall receive pay at a rate of 1.85 times the regular rate of his/her hourly rate, with a minimum of two (2) hours paid for each time he/she is called back. Any time worked in excess of two (2) hours shall be rounded up to the nearest quarter hour. A non 56-hour Employee called back to duty shall receive pay at a rate of 1.5 times his/her normal hourly rate, with a minimum of three (3) hours paid for each time he/she is called back. 40-hour emergency service employees called back for a fire or medical emergency shall receive pay at a rate of 1.5 times his/her normal hourly rate, with a minimum of two (2) hours paid for each time he/she is called back.
- b. Employees called back for at least four but less than six hours shall receive a meal allowance of \$10.00. Employees called back for six or more hours shall receive a meal allowance of \$20.00.

- c. An Employee called back for medivacs will receive a minimum of four (4) hours pay at 1.85 times his/her normal hourly rate. Additional compensation will be paid at the same rate for actual hours worked for medivacs exceeding four (4) hours in duration.

Section 4. Scheduling Changes.

- a. **Temporary Reassignment.**
40 hour Employees will be given no less than seventy-two hours notice and 56 hour employees shall be given no less than ninety-six hours notice before a temporary change in their regular work shift, or they shall receive their overtime rate of pay for hours worked within the 72 or 96 hour notice period. When a temporary reassignment is necessary, and two or more employees are equally qualified and available to perform the duties required by the reassignment, reassignment shall be governed by seniority.

The Employee with the most seniority shall have the option to take the reassignment or refuse it. Temporary shift assignments shall not exceed thirty (30) working days, except that in an emergency this limitation may be extended by mutual agreement of the Employer and the Association.

- b. **Permanent Reassignment.**
Employees will be given no less than thirty (30) calendar days notice before a permanent change in their work shift or they will be paid at their overtime rate of pay for all hours worked within the 30-day notice period.
- c. Shift assignments shall not be used for the purpose of disciplining Employees. Assignments shall be determined by the department head but the department head shall consider any reasonable arrangement proposed by the Employees in the department.
- d. **Shift Differential**
911 Dispatch Employees, Custodians and Employees of the MIS who are assigned to and work a shift starting between 12:00 noon and 7:59 pm shall receive 3.75% increase in pay for all hours worked in each such shift. Employees who are assigned to and work a shift starting between 8:00 pm and 5:59 am shall receive 7.5% increase in pay for all hours worked in each such shift. Shift differential shall not be included in base pay for determining leave, holiday pay or comp time.

ARTICLE 30 **LEAVE AND HOLIDAYS**

Section 1. Court Leave.

Employees called to serve on jury duty shall receive their regular pay. Jury duty pay, excepting reimbursement of expense money, will be assigned to the Employer. If an Employee must appear in court in connection with his/her job, he/she will be considered to be in pay status for all time connected with the court appearance.

Section 2. Injury Leave.

- a. If an Employee is injured on the job, the Employer agrees to retain the Employee and to provide 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 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. Injury leave applies only to periods of absence for which an employee is receiving temporary disability payments through workers' compensation. Annual and sick leave may not be used during these periods.
 - d. The time frames above apply for each separate injury.
 - e. Employees on Injury leave on June 30, 2004, will be grand-fathered to and receive the pay benefit in the 2001-2004 contract in this section until the end of his/her eligibility period as set out in those provisions.

Section 3. Annual Leave.

- a. Each full time regular Employee shall be credited, per pay period, with annual leave with pay according to the following schedule:

Length of Service	Full-time Employee	56 hours/week Employee
0 through 2 years	4.6154 hours	6.4616 hours
over 2 years but less than 5 years	6.4616 hours	9.2308 hours
over 5 years but less than 10 years	7.6923 hours	10.7692 hours
10 years and over	9.2308 hours	12.9231 hours

- b. Accumulation of annual leave credit shall begin after completion of the probationary period or six months and shall be retroactive to the date of hire. Annual leave shall be credited at the end of each full pay period of employment. Reduction in annual leave accrual shall be reduced by 1/80 (1/112 for 56-hour employees) for each hour the Employee is on leave without pay, suspension or injury leave. Annual leave may be used at any time after six months of paid service and with the approval of the department head in whose department the Employee works.
- c. Annual leave accumulation shall not exceed 480 hours for full-time Employees and 775 hours for 56 hour/week Employees. On the first pay day after January 15 of each calendar year the

Employee will be paid for annual leave accumulation in excess of the above maximums. In either case, the payment shall be based upon the Employee's normal rate of pay.

- d. Upon termination, the Employee shall be paid for any unused annual leave at the Employee's normal rate of pay.
- e. Annual leave, usage.
 - 1. Except for emergency situations and the first calendar year of employment, every Employee shall be required to use at least 80 hours (112 for 56-hour Employees) of annual leave during each year. Effective the end of the first pay period of each calendar year, each Employee's annual leave account shall be reduced by an amount equal to the difference between 80 hours and the amount of annual leave the Employee actually used.

The Employee shall not be compensated for said unused annual leave, unless the Employer has not afforded the Employee a reasonable opportunity to use 80 hours (or 112 for 56 hour employees). Only annual leave which is actually taken may count as part of the 80 hour minimum. Leave assigned to the sick leave bank or cashed in does not qualify as part of the minimum. For Employees covered by Article 29, Section 1.d., administrative leave may be used to meet the above minimums.

- 2. Approval for annual leave shall take into consideration the demands of workload. Every reasonable effort shall be made to schedule annual leave at the convenience of the Employee. The Employer shall respond to the Employee's request for annual leave within ten (10) calendar days if the leave is requested within three months, within twenty (20) days if within six months, and thirty (30) days if within twelve months. Except as provided for 56-hour Employees, leave may not be requested more than twelve (12) months in advance.
 - 3. Except in emergency situations, annual leave which has been approved at least sixty (60) days in advance shall not be changed without mutual agreement.
 - 4. Where two or more Employees within a department simultaneously request annual leave having overlapping times, the employee having the most seniority will be given his/her choice. Otherwise leave shall be granted on a first come first served basis. Where Employees are co-workers with employees of other agencies, seniority will be based on service with their respective agencies.

- f. Annual Leave Pay Advance.

Upon a written request to the payroll clerk at least fourteen calendar days prior to the last pay day before an Employee is scheduled to go on annual leave, he/she shall receive, in advance on the day before he/she leaves, all accrued annual leave pay to which he/she is entitled on all pay days occurring during his/her absence. Any Employee who works a partial pay period before going on leave may have that pay period check deposited to his/her account on the normal pay day or mailed to a prescribed address. Split periods will not be paid in advance.

- g. Cash-in.

Employees may cash in annual leave up to four times per calendar year. A minimum of 40 hours must be cashed in each time. Requests for cash-in must be received by the payroll clerk seven (7) calendar days prior to the payday the payment is desired. At no time may an Employee's annual leave balance drop below the difference between leave taken and the minimum amount of leave required to be taken as specified in Section 3.e.1. of this Article. Leave hours cashed in do not count towards the minimum hour requirement in Section 3.e.1 of this Article. Hours cashed in will be at the Employee's normal rate of pay, not including temporary increases.

Section 4. Sick Leave.

- a. Each full-time Employee shall accrue sick leave from the date of employment at the rate of 4.6154 hours per pay period, regardless of length of service.
- b. Each full-time 56 hour Employee shall accrue sick leave from the date of employment at the rate of 6.4616 hours per pay period, regardless of length of service. An Employee's sick leave accrual will be reduced by 1/80 (1/112 for 56 hour Employees) for each hour the Employee is on leave without pay, suspension, or injury leave.
- c. Sick leave may be granted only after the department head is satisfied that the absent Employee was entitled to it because of:
 1. An illness or injury which would inhibit the Employee from performing his/her duties effectively;
 2. A communicable disease;
 3. A member of his/her immediate family (spouse, children, parents) having an injury or illness requiring the attendance of the Employee;
 4. Such other conditions which substantially affect the physical or psychological health and well-being of the Employee, for which the Personnel Manager shall determine, in writing, to qualify for the use of sick leave in each individual case.
 5. Paternity, adoptive and bereavement leave.
- d. Such absence may be required to be supported by a physician's certificate. Employees will not be required to provide physician's certificates for illness or injury of less than three days, unless the Employer has reasonable grounds to suspect fraud. A physician's statement must state the time period and nature of the illness or injury. Employees without sufficient sick leave to cover a period of illness or injury may use annual leave only if supported by a physician's statement.
- e. Abuse of this sick leave policy shall be considered an attempt of fraud against the Employer.
- f. Sick leave will be allowed for medical, dental, optical, chiropractic, optometric, and psychiatric appointments which the Employee cannot schedule for non-work time.

For services which are available locally, travel time from the Employee's work place to the place of appointment and return, will be chargeable to sick leave but is restricted to not more than thirty (30) minutes each way. For services which are not available locally, reasonable travel time to and from facilities will be chargeable to sick leave.
- g. If the Employee terminates or retires in good standing, he/she shall receive 25% of the value of the unused sick leave after five years of service and 50% after ten years of service.

Section 5. Association Sick Leave Bank.

Members of this Bargaining Unit shall be allowed to donate annual and/or sick leave to and receive annual and/or sick leave from employees in this unit or noncovered employees. For each member with at

least five years service with the borough, 25% of any transfers of leave may be taken from that member's sick leave balance. For members with 10 years or more service 50% of all such transfers may come from the member's sick leave balance. Leave donations shall be subject to the following conditions:

- a. Requests for leave donations will be made by the employee through the Human Resources Office. Requests will be forwarded to all employees and departments with a cut-off date for donations. All donations (minimum of four hours and in multiples of four) received in the Human Resources Office by that date will be used to cover periods of needed sick leave with each donating employee's account being charged an equal (four hours per charge) number of hours. Should more donated leave be available than needed, donations will be used in order of arrival in the Human Resources Office. Excess donated leave will be saved for the following payroll(s), if the individual does not report back to work. Upon return to work, any excess hours will be returned to the donating employee.
- b. The borough will convert the donated leave hours to dollars at the regular hourly rate of the donor. The dollars will then be converted to hours of leave at the hourly rate of the recipient.
- c. Donations of leave under this section will not reduce the mandatory leave usage requirements established in the agreement.
- d. Leave donations may not be used unless and until all accrued annual and sick leave have been exhausted. Donated leave does not extend the time periods contained in Section 7.b. of this Article.

Section 6. Paid Holidays.

- a. All full-time Employees (except 56 hour/week Employees) shall receive their regular compensation for the following holidays or parts thereof:

New Year's Day	(January 1)
President's Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Day after Thanksgiving	
Christmas Day	(December 25)
- b. AND three floating holidays (in lieu of Lincoln's Birthday on February 12, Seward's Day on the last Monday in March, and Alaska Day on October 18), to be credited to the Employee's annual leave account on the holiday. As an exception to the foregoing, Presidents' Day and Veterans' Day shall be treated as floating holidays for Maintenance Department and Solid Waste Landfill Employees.
- c. Except for 56 hour/week Employees and Employees regularly scheduled for work on a rotating shift basis, when a holiday listed in subsection a. above falls on Saturday, the preceding Friday shall be observed as a holiday; and when the holiday falls on Sunday, the following Monday shall be observed as a holiday.

For full-time employees, if a holiday falls on an Employee's normal day off, he/she shall have eight (8) hours added to his/her leave time or have the following work day off at the Employee's

option subject to the Employer's needs. For Employees working more than eight (8) hours per day, if a holiday falls on the Employee's normal day off that Employee can either, at his/her option, have eight (8) hours credited to his/her annual leave account, or choose to take the preceding or following day off and have his/her annual leave account reduced by the difference between his/her normally scheduled hours and eight (8) hours subject to the Employer's needs; if the holiday falls on the Employee's normal work day, he/she will not work and will receive eight (8) hours holiday pay for that day and have his/her annual leave account reduced by the difference between his/her normally scheduled hours and eight (8) hours.

- d. Except for 56 hour/week Employees, any Employee who is required to perform work on one of the holidays listed in subsection a. above shall be compensated at one and one-half times the rate of regular pay for hours worked and shall receive eight (8) hours of holiday pay.
- e. Emergency services Employees working a 56 hour/week schedule shall be compensated for holidays in the following manner:
 - 1. The Employer shall credit the annual leave account with 5.1692 hours for each full pay period of service. Holiday hours shall not be credited for periods of time the Employee is on leave without pay, suspension, or injury leave.
 - 2. When an emergency services Employee who works a 56 hour/week schedule is scheduled to work one of the holidays and does not work, his/her annual leave account shall be charged for twenty-four hours except that if the absence is because of illness, bereavement, paternity, or adoptive leave, the absence will be charged against the Employee's sick leave account.
 - 3. When an emergency services Employee who works a 56 hour/week is called in to work on one of the holidays, he/she shall be paid at a rate 1.85 times his normal hourly rate.
- f. Employees must be regular Employees on the work day before and work day after the holidays listed in a. and b. above to be eligible for holiday pay.

Section 7. Family and/or Medical Leave of Absence.

- a. Policy.

The following conditions apply to instances when an employee requests time off for family and medical leave of absences for a limited period with job protection and no loss of accumulated service provided the employee returns to work. It is the intent of the Employer to grant family and medical leave as required by both the Federal Family and Medical Leave Act of 1993 and the provisions of AS 23.10.500-23.10.550, whichever provides greater rights. Should AS 21.10.500 - .550 be repealed, the provisions contained in this section to comply with the law will automatically be modified to comply with the federal law only.
- b. Definition of Family and Medical Leave.

A family and/or medical leave of absence shall be defined as an approved absence available to eligible employees for up to eighteen (18) weeks of leave in any consecutive 24 month period or twelve (12) weeks in any consecutive 12 month period under particular circumstances that are critical to the life of a family member. Leave may be taken: upon the birth of the employee's child; upon the placement of a child with the employee for adoption or foster care; when the employee is needed to care for a child, spouse, or parent who has a serious health condition; or when the employee is unable to perform the functions of his or her position because of a serious health condition.

- c. **Scope of Family and Medical Leave.**
The provisions of this policy shall apply to all family and medical leaves of absence except to the extent that such leaves are covered under other paid employment benefits plans or policies for any part of the eighteen (18) weeks of leave to which the employee may be entitled under this policy. In other words, if an employee is entitled to paid leave under another benefit plan or policy, the employee must take the paid leave first. However, an employee may choose to enter leave without pay status and retain up to 40 hours of paid sick leave credit.
- d. **Eligibility for Family and Medical Leave.**
To be eligible for leave under this policy an employee must have been employed for at least 35 hours a week for six consecutive months or at least 17.5 hours a week for twelve consecutive months preceding the commencement of the leave.
- e. **Basic Regulations and Conditions of Family and Medical Leave.**
1. The Employer will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. At its discretion, the Employer may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Employer and the employee.
 2. If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule.
 3. Spouses who are both employed by the Employer are each entitled to a total of eighteen (18) weeks of non-concurrent leave for the birth or adoption of a child or for the care of a sick parent.
 4. The Employer shall designate qualifying periods of leave as family or medical leave.
- f. **Notification and Reporting Requirements for Family and Medical Leave.**
When the need for leave is foreseeable, such as the birth or adoption of a child or planned medical treatment, the employee must provide reasonable prior notice and make efforts to schedule leave so as not to disrupt Employer operations. In cases of illness, the employee will be required to report periodically on his or her leave status and intention to return to work.
- g. **Status of Employee Benefits During Family and Medical Leave of Absence.**
During the first eighteen weeks of family leave, the Employer must maintain the employee's coverage under any group health plan on the same conditions and at the same level as coverage would have been provided if the employee had been continuously employed during the entire leave period. However, the Employer may require an employee to pay all or part of the costs of maintaining health insurance coverage during any additional periods of unpaid leave.
- h. **Procedures for Requesting Family and Medical Leave.**
1. **Completion of Request for Family and Medical Leave of Absence Form:** A request for Family and Medical Leave of Absence form must be originated in duplicate by the employee. This form should be completed in detail, signed by the employee, submitted

to the immediate supervisor for proper approvals, and forwarded to the Personnel Manager. (See attached copy of Request for Family and Medical Leave of Absence form.) If possible, the form should be submitted thirty (30) days in advance of the effective date of the leave.

2. All requests for family and medical leaves of absence due to illness will include the following information attached to a completed Request for Family and Medical Leave of Absence: sufficient medical certification stating (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; and (c) the appropriate medical facts within the knowledge of the health care provider regarding the condition. In addition, for purposes of leave to care for a child, spouse, or parent, the certificate should give an estimate of the amount of time that the employee is needed to provide such care. For purposes of leave for an employee's illness, the certificate must state that the employee is unable to perform the functions of his or her position. In the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

i. Employee Status After Leave.

An eligible employee who takes family leave for the intended purpose of family leave, shall be entitled on return from such leave:

1. to be restored to the position of employment held by the employee when the leave commenced; or
2. to be restored to an equivalent position with equivalent employment benefits, pay and other conditions of employment.

j. Intermittent Leave or a Reduced Work Schedule.

An employee may take family and medical leave or medical leave intermittently if necessary. When the need for intermittent leave is foreseeable, the employee must give notice to the Employer thirty (30) days in advance of the time the leave is to begin. If the employee can not give thirty (30) days notice, he must give notice as soon as practicable. When an employee takes intermittent leave for family or medical leave purposes, the Employer may require the employee to show that the intermittent leave was medically necessary. The employee can be required to produce a health care provider certification showing that the intermittent absences are a part of, or may result from, the treatment the employee is receiving for a serious health condition. The Employer has the right to require the employee to recertify the medical necessity of the leave, which ordinarily will not be required more frequently than every thirty (30) days. However, if the Employer receives information that casts doubt on the validity of the certification, the Employer may require recertification on a more frequent basis. If the Employer for some reason suspects that the employee's doctor has misdiagnosed the condition or is fraudulently certifying the need for leave, the Employer has the right to have a doctor of its choosing examine the employee. The Employer will pay for the second examination and it will not be performed by a doctor who is employed on a regular basis by the Employer. The Employer will not contact the employee's doctor to verify the legitimacy of the certification. If the opinion of the doctor selected by the Employer differs from that of the employee's doctor, the Employer may require a third examination, at its expense, to be performed by a doctor designated or approved jointly by the Employer and the employee.

Section 8. Leave without Pay (Non-medical).

- a. Employees may be granted leave without pay not to exceed a total of 80 hours in any anniversary year at the discretion of the Personnel Manager and department head for whom the Employee works. Such leave shall not be unreasonably denied.
- b. Regular Employees may be granted leave of absence without pay in excess of 80 hours but for not more than 12 consecutive months. Requests for leave of absence without pay under this section shall be in writing and shall set forth periods of time requested for a leave of absence and shall also set forth the purpose of such leave of absence. After review of the application, leave of absence without pay may be granted upon the approval of the department head and the Personnel Manager.
- c. Employees using leave of absence under this section shall first use accumulated leave to be followed by leave of absence without pay.
- d. During the leave of absence period all pay, all benefits, and all other conditions of employment shall become suspended until such time as the Employee returns to duty, except that portion of a leave of absence covered by the Employee's accumulated leave shall be treated as ordinary leave.
- e. All leaves of absence shall be subject to the condition that the department head may cancel leave at any time upon prior written notice to the Employee specifying a reasonable date of termination of such leave. The Mayor or his/her designee may serve notice on the Employee that his/her leave of absence is terminated and that the Employee will be advised to return to duty by a certain day or his/her employment will be terminated. Cancellation may only be for reasonable cause and the Employer's notice shall specify reasons for cancellation.
- f. Leave without pay may be terminated upon the discovery that the Employee is using said leave for purposes not approved.
- g. Employees on approved leaves of absence may be replaced with temporary employees if necessary. Returning Employees will resume their former positions with appropriate adjustments to anniversary and seniority dates.

Section 9. Paternity Leave.

The Borough shall grant male employees paternity leave in the same manner the Borough grants maternity leave.

Section.10. Adoptive Leave.

The Borough shall grant employees leave for adoption in the same manner the Borough grants maternity leave.

Section 11. Bereavement.

- a. Full-time Employees.
Employees shall have the option to take up to 64 hours of sick leave per instance upon notification to the Employer of a death or imminent death of a member of the Employee's immediate family. A maximum of 128 hours (2 separate qualifying periods) of sick leave may be utilized for each family member. Time taken for bereavement in excess of 128 hours shall be first charged to annual leave and then to leave without pay.

- b. 56 hour/week Employees.
Employees shall have the option to take up to 120 hours of sick leave per instance upon notification to the Employer of a death or imminent death of a member of the Employee's immediate family. A maximum of 240 hours (2 separate qualifying periods) of sick leave may be utilized per Employee in any calendar year for bereavement. Time taken for bereavement in excess of 240 hours shall first be charged to annual leave and then to leave without pay.
- c. Immediate family, for purposes of bereavement leave, is defined as spouse, children (including step, adopted and foster), son-in-law, daughter-in-law, parents, parents-in-law, siblings, brother-in-law and sister-in-law, and grandparents.
- d. Claims for bereavement leave for other than reasons of death may be required to be supported by a statement from a physician.

ARTICLE 31
INSURANCES, RETIREMENT

Section 1. Health, Life, and Travel Insurance.

- a. The Employer will provide the same level of Employee health, life and travel insurance as existed for FY 90-91 with the changes listed in this section. On July 1, 2004, the following plan changes will be implemented. For employees with dual healthcare coverage through the Kenai Peninsula Borough/School District, the individual and/or family deductibles must be satisfied before benefit payment will be made. The Borough will publish a new Plan Booklet within 60 days after the signing of this Agreement setting out the new schedule of benefits.
- b. The coverage will also now include the following preventative procedures as a part of the regular plan benefits:
 - 1. Pap Smears one time per year.
 - 2. Mammography one time per year.
 - 3. Colon and Prostrate Exams as medically necessary prior to age 40, every two years from age 40 to age 50 and annually after age 50.
 - 4. Monthly Well Baby Examinations for new born babies to and including 24 months of age.
 - 5. Birth control drugs as prescribed by a physician.
- c. Deductible and Break Point. The deductible and break point will remain unchanged through December 31, 2004. Effective January 1, 2005, the deductible will increase from \$100/\$300 to \$150 per person, \$450 maximum per family, and the break point will increase from \$2500/\$7500 to \$3750 per person, \$11,250 maximum per family.
- d. Dental Cleaning and Examination two times per year, full coverage for:
 - (a) oral examinations;
 - (b) bite-wing x-rays; and,
 - (c) prophylaxis (the cleaning and scaling of the teeth).

Only those items listed above will be paid at 100% for the usual and customary charges. The borough will pay benefits for the usual and customary charges for all other Covered Dental Expenses which exceed a \$50 per person, \$150 per family, Deductible Amount at the Percentage shown in the summary plan description. All covered dental Expenses are subject to the Maximum Amount and Limitations sections of the Benefit Provision.

- e. Exceptions to subsection a. above include:
1. Chiropractic and/or Roling care will be limited to 10 visits per calendar year per individual.
 2. Gastric Bypass procedures will be subject to preapproval and conditioned on prerequisites set out in the plan document.
 3. All visits to an Emergency Room will be subject to a \$75 co-pay for each visit (per family) which are determined not to be an emergency procedure as coded by the hospital.
- f. Voluntary Enrollment in Cost Shifting Plan Option.
If an employee's spouse voluntarily elects a plan design through his/her employer who's benefits are payable at 40% or less and another high option plan exists, benefits paid by the Borough will be reduced to 20%. Additionally, if the spouse's reduced plan design contains a maximum annual benefit payment, the benefits payable under the Borough plan will be limited to that same amount. This reduced benefit will apply to the spouse and any dependent children who are primary under the spouse's plan.
- g. The Employer agrees to continue to maintain its defined benefit health insurance in subsection a. above. The Borough will continue to pay the monthly costs of healthcare for all Employees. However, the Employees will be required to contribute to the cost of the healthcare for spouses and or children effective January 1, 2005, in accordance with the following schedule:
Spouse - \$20 per month
Children - \$10 per child, per month (maximum \$50 per month)
Maximum per family - \$50 per month
- h. Employees who have full medical coverage through a spouse, may choose to opt out of healthcare coverage from the Borough. Such an opt-out, or subsequent opt back into the Borough paid healthcare, could only be made during the normal open enrollment period or as otherwise identified in the Borough's health plan document.
- i. Should any law or regulation impose a tax liability on any Borough employee, the applicable provisions of this Article shall be re-opened for negotiations at the request of either party with 14 days notice.
- j. A Health Care Committee previously established shall be continued, and shall meet no less than bi-monthly with the Consultant. The Committee shall review health care costs, utilization, and methods for cost containment. The Committee may provide health care newsletters and flyers on health care related issues. This committee will continue to be of a strictly advisory nature.
- k. Health Trust.
Should the Alaska Public Employees Association/AFT (AFL-CIO) establish a health trust, the Association may elect to conduct a vote of its members to determine the interest in joining the health trust as an alternative to the defined benefit insurance in section a. above. In the event the vote of the membership is to seek a change from the Employer's defined benefit health insurance, the Association shall notify the Employer of its desire to meet. The parties shall meet within 30 days of the Association's notice of its desire to reopen this article of this Agreement.

Section 2.

- a. The Employer shall continue contracting with the State of Alaska's Public Employees Retirement System for retirement benefits.
- b. The Employer shall continue to offer a deferred compensation program to be funded entirely by Employee contribution.

- c. The Employer shall continue to offer an IRS "125" dependent care and health care programs. The Health Care Spending Account limit shall be established at \$3,000, and the dependent care to the maximum allowed by law.

ARTICLE 32 PHYSICALS

Section 1.

Emergency service Employees, Landfill workers and specified (by mutual agreement) Maintenance employees working with known hazardous materials shall undergo a medical exam as prescribed by the Employer at least every two years. Cost of the exam shall be borne by the Employer. The examining physician will submit a report to the Employer stating whether the Employee is or is not medically able to perform the job duties as described in the job description.

Section 2.

Unless prohibited by the Americans With Disabilities Act, if a physician determines that an Employee is unable to perform the job duties as described in the job description:

- a. For correctable conditions, the Employee shall be placed on sick leave, then annual leave, then leave without pay (medical) for a total period not to exceed six (6) months. At the end of the six (6) month period (or earlier if the condition has been corrected), the Employee shall undergo another physical examination. If the Employee is still unable to perform his/her job duties, he/she shall be administratively terminated.
- b. For permanent conditions, the Employee shall be administratively terminated.
- c. For a. and b. above, if the condition is due to an on-the-job injury, the provisions in Article 30 shall apply.

Section 3.

Employees engaged in emergency response or lifeguarding shall be subject to pre-employment, random, post-accident and reasonable suspicion drug and alcohol testing. A Labor-Management Committee shall be created to establish the procedures and conditions for these tests. The procedures and conditions of such testing shall be set out in a separate Letter of Agreement to this Agreement.

Section 4.

Emergency Response Employees shall meet minimum physical agility and fitness standards as a condition of employment. A Labor-Management Committee shall be created to establish the standards and conditions for these standards. These standards and procedures for testing shall be set out in a separate Letter of Agreement to this Agreement.

ARTICLE 33
REIMBURSABLE EXPENSES

Section 1. Travel.

- a. Employees while traveling on approved Borough business requiring an overnight stay will be reimbursed for food and lodging expenses as follows:
 - 1. Either \$80.00 per day; or
 - 2. Actual expenses plus meal allowances as set out in Section 3.
- b. Employees required to travel by air will be reimbursed for airfare not to exceed the coach fare.
- c. Employees required to rent or lease vehicles or travel by taxi at their point of destination will be reimbursed for actual expenses.
- d. An employee may choose to drive a personal vehicle instead of traveling by air, and the Employee will be reimbursed either at 49.5 cents per mile (37.5 cents for those receiving a car allowance) or airfare, whichever is less. Round trips from the Central Peninsula area to the Anchorage/ Mat-Su area will be reimbursed at \$ 105. Round trips from Homer to the Anchorage/Mat-Su area will be reimbursed at \$ 130.

Section 2. Personal Vehicle Usage.

- a. The Borough may provide vehicles necessary to conduct official Borough business, in lieu of providing a monthly car allowance. The Borough shall give current employees receiving a car allowance (as of July 1, 2004) a minimum of six (6) months notice prior to providing each with a vehicle. Vehicles furnished by the Borough shall be four wheel drive and/or all wheel drive. Prior to developing an RFP for the purchase of vehicles, the Borough will meet with the users to gather vehicle information and specifications for employees to perform their jobs safely.
- b. Employees required to use their personal vehicle in the conduct of Borough business will be reimbursed as follows:
 - 1. When in the best interest of the Borough and upon approval of the mayor, an Employee will be reimbursed \$300.00 per month plus \$.375 per mile traveled on Borough business; or
 - 2. An Employee whose vehicle is used occasionally on Borough business and less than subsection 1 above shall be reimbursed at \$.495 per mile for each mile driven on approved Borough business.
 - 3. Any Employee in subsection 2 above shall receive no less than \$2.00 per trip.

Section 3. Meal Allowance.

- a. A meal allowance will be allowed an Employee who is on travel status outside a radius of 30 miles from the employee's usual place of work, or when the travel requires air transportation, for at least three hours between the hours of:

Midnight to 10:00 AM	Breakfast	\$ 10.00
10:00 AM to 3:00 PM	Lunch	\$ 10.00
3:00 PM to Midnight	Dinner	\$ 20.00

- b. The above rates are applicable within Alaska. Rates for travel outside of Alaska will apply to the same time frames, but will for each calendar year be based on the federal government local meal rate plus \$1 per meal, effective on January 1st of that calendar year.
- c. These are maximum allowable rates and are intended to include tips.
- d. Meal allowances will not be paid if the applicable meal is provided by the Borough paid event, conference or transportation.
- e. Emergency services employees will receive \$5.00 per shift worked for meal allowance.
- f. Employees working four (4) hours overtime shall receive a \$ 10.00 meal allowance, or Employees working six (6) hours overtime or more shall receive a \$ 20.00 meal allowance.

ARTICLE 34
OUTSIDE EMPLOYMENT

An Employee may work in other employment (including self-employment) subject to the following limitations:

- a. His/her additional job will not interfere with his/her performance as a borough employee, is not in conflict with his/her borough employment, is not worked during his/her scheduled borough work hours, and does not reflect discredit on the borough.
- b. His/her borough employment is not used to gain an unfair advantage for his/her outside employment.
- c. Borough time, equipment and supplies are not used.
- d. He/she has written, prior approval from his/her department head and the Personnel Manager. Such approval shall not be unreasonably denied and requests for such approval will be processed in a timely fashion.

ARTICLE 35
SAVINGS CLAUSE

Section 1. Violations.

If any article or part of an article of the Agreement should be decided by a court of competent jurisdiction, or by mutual agreement of the Employer and the Association, to be in violation of any federal or state law, or if adherence to or enforcement of an article or part of an article should be restrained by a court of law, the remaining articles of the Agreement shall not be affected.

Section 2. Replacement.

If a determination or decision is made pursuant to Section 1 of this Article that part of this Agreement is found to be in violation of federal or state law, the parties to this Agreement shall convene for the purpose of negotiating a satisfactory substitute for the invalidated article, section, or portion thereof.

ARTICLE 36
PRINTING OF THE AGREEMENT

The parties agree that an Association representative and a person appointed by the Employer will meet and mutually agree on the format, size, and specifications of the Agreement to be printed. The Employer shall print or be responsible for the printing of the Agreement. The parties will designate the number of copies of the Agreement each desires and each party will be responsible for the cost involved in printing that number of copies.

ARTICLE 37
CONCLUSION OF COLLECTIVE BARGAINING

This Agreement is the entire Agreement between the Employer and the Association. The parties acknowledge that they have fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior Agreements and understandings and concludes all collective bargaining for the duration of this Agreement.

ARTICLE 38
SUPERSEDING EFFECT OF THIS AGREEMENT

If there is any conflict between the terms of this Agreement and any personnel rules or policies and procedures, the terms of this Agreement shall supersede those rules or policies and procedures in their application to the Association members.

ARTICLE 39
DURATION OF THIS AGREEMENT

This Agreement shall become effective on July 1, 2004 shall continue in effect until June 30, 2007, 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, 2006, 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, 2007 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.

ARTICLE 40
EXECUTION

This Agreement is executed on behalf of the Kenai Peninsula Borough by its Mayor who has been duly authorized by Resolution 2004-069, enacted by the Borough Assembly on the 6th day of July 2004.

This Agreement is executed on behalf of the Association as authorized by the Ratification vote which took place as recorded in the records of the Association.

This Agreement is effective as of the 1st day of July, 2004.

FOR THE KENAI PENINSULA BOROUGH

Dale L Bagley, Mayor
Dale Bagley

FOR THE KENAI BOROUGH EMPLOYEE ASSOCIATION

Dennis Geary, Chief Negotiator
Dennis Geary

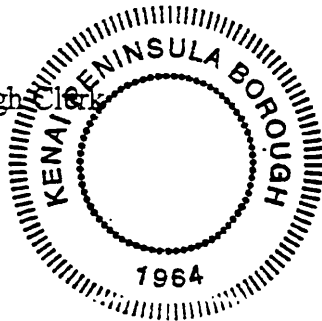
Dick Krapp, Negotiator
Dick Krapp

Eric Dabney, Negotiator
Eric Dabney

Paul Knight, Negotiator
Paul Knight

ATTEST:

Sherry Bizz, Borough Clerk
Deputy



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 later than either December 1, 2006, or December 1st of any annual extension thereof. The parties will meet to negotiate on such termination, modifications, or amendments not later than January 31, 2007 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.

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FOR THE KENAI PENINSULA BOROUGH

Dale L Bagley, Mayor
Dale Bagley

FOR THE KENAI BOROUGH EMPLOYEE ASSOCIATION

Dennis Geary, Chief Negotiator
Dennis Geary

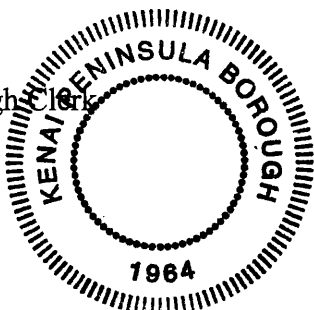
Dick Krapp, Negotiator
Dick Krapp

Eric Dabney, Negotiator
Eric Dabney

Paul Knight, Negotiator
Paul Knight

ATTEST:

Sherry Bizz, Borough Clerk
Deputy



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. Administrative Assistant

b. Mayor's Office:

1. Assistant to the Mayor
2. Executive Secretary
3. General Services Director
4. Systems Manager
5. Emergency Manager
6. Administrative Assistant – General Services
7. Secretary – General Services / Risk Management
8. GIS Manager
9. Risk Manager
10. Safety Manager
11. Business Development Manager
12. Grants Manager
13. Enterprise Applications Manager
14. Oil & Gas Liaison
15. Purchasing/Contracting Officer
16. Workers' Compensation Manager
17. Environmental Compliance Manager

c. Legal Office:

1. Borough Attorney
2. Assistant Borough Attorney
3. Legal Assistants

d. Finance Department:

1. Finance Director
2. Controller
3. Property Tax & Collections Supervisor
4. Accounting Supervisor(s)
5. Financial Planning Manager

e. Assessing Department:

1. Director of Assessing
2. Office Manager
3. Appraisal Manager

f. Planning Department:

1. Planning Director
2. Land Management Officer
3. Kenai River Center Manager

g. Public Works Department:

1. Capital Projects Director
2. Major Capital Projects Administrator

- h. Solid Waste Department
 - 1. Solid Waste Director

- 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

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