

Introduced by: Mayor  
Date: 12/04/12  
Action: Adopted  
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2012-094**

**A RESOLUTION APPROVING THE 2013 LABOR NEGOTIATION  
PROCEDURES FOR A NEW COLLECTIVE BARGAINING AGREEMENT**

**WHEREAS,** the current collective bargaining agreement between the Kenai Peninsula Borough and the Kenai Borough Employees Association is due to expire on June 30, 2013; and

**WHEREAS,** negotiations for a new contract are scheduled to commence on December 17, 2012; and

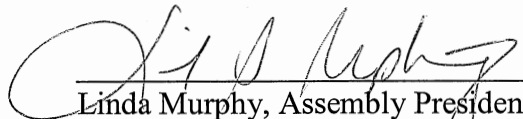
**WHEREAS,** a set of mutually acceptable negotiation procedures have been agreed upon by both parties;

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


**SECTION 1.** That the attached 2013 labor negotiation procedures are approved and incorporated by reference.

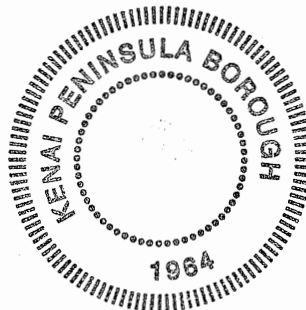
**SECTION 2.** That this resolution takes effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 4TH DAY OF DECEMBER, 2012.**

  
Linda Murphy, Assembly President

ATTEST:

  
John Blankenship, MMC, Borough Clerk



Yes: Haggerty, Johnson, McClure, Pierce, Smalley, Smith, Tauriainen, Wolf, Murphy  
No: None  
Absent: None

Kenai Peninsula Borough  
and the  
Alaska Public Employees Association/AFT  
representing the  
Kenai Borough Employees Association  
Local # 6140

Negotiation Procedures

- I. The Kenai Borough Employees Association and the Kenai Peninsula Borough Administration agree that, to foster sound bargaining relationships and to establish a basis for good faith bargaining with respect to salaries, wages, hours, and other terms and conditions for employment, a mutually satisfactory set of guidelines to direct negotiations is necessary.
- II. The Association and the Administration agree that the following rules will be in force during the duration of the current collective bargaining sessions:
  1. Negotiation sessions shall be as mutually agreed to. The first meeting shall be Monday December 12, 2012. At that time, the parties will set the schedule for future negotiations. During the negotiations process, the parties shall first determine which articles neither party intends to change, and tentatively agree to their acceptance. The parties shall next exchange and discuss issues and proposals for non-economic articles. Economic issues shall be reserved for discussion after the parties have exhausted the discussion of the non-economic issues.
  2. All negotiations sessions shall be closed.
  3. Members of the Administration negotiation team will be: Stormy Brown, HR Director, Paul Ostrander, Chief of Staff; James Baisden, NFSA Chief; Craig Chapman, Finance Director. Members of the Association negotiation team will be: Dennis Geary, APEA, Jennifer Nicoletto, APEA Terry Bookey, Central Emergency Services, Don Pearce, Maintenance, Carrie Henson, Planning and Lynne Carter, MIS, alternate. The President of the KBEA, Ryan Marquis, may attend as an observer. A team member may be replaced because of illness, injury, termination, other similar emergency, or non-availability due to work. Either team, with at least one day's prior notice, may bring in a representative(s) from a department(s) for consultation and observation regarding specific items on the agenda. An Assembly member may be appointed to act as an observer.
  4. The Association and the Administration agree that it is in the best interests of the general public of the Kenai Peninsula Borough to reach a mutually satisfactory employee relations agreement as soon as possible. It is agreed that both parties will make every effort to reach such an agreement on or before Monday, March 18, 2013.
  5. Stormy Brown and Dennis Geary are the chief negotiators for their respective groups for the duration of the current bargaining session. They may designate

an authorized member of their respective team to act in their capacity provided reasonable notice is given.

6. All grievance proceedings will be suspended during the negotiation period.
7. A joint progress report shall be made available, through the Human Resource Specialist, Office of Human Resources, after each negotiation session. Such public notice is issued only to asking parties. Any member of either bargaining team making a statement not in conformity with the official statement may be considered in violation of good faith bargaining. Other parties attending the negotiating sessions are bound by the same rules as the bargaining teams.
8. No work stoppage on the part of the Association or lockout of personnel by the Administration will occur during the duration of the current contract.
9. Initialing of statements of intent by the chief negotiator of both parties denotes tentative agreement of a particular issue. No changes to the contract shall be recognized unless documented by a signed tentative agreement.
10. At the end of each bargaining meeting there shall be an agenda established for the next meeting in order to allow both parties to prepare for a meaningful exchange of ideas concerning designated topics.
11. After thorough discussion of any item has taken place, with both sides exhausting all arguments in favor of their proposal and no agreement having been reached, the sides may mutually agree to suspend discussion in order to further research and amend their proposals for discussion at a future agreed upon date and time. The negotiation process will then continue with the next item on the agenda.
12. The declaration of impasses is a vital portion of good faith bargaining which is necessary to provide a final resolution of items of disagreement.

The following steps shall lead to a declaration of impasse and arbitration of the contested items:

- A. If, after all items to be discussed have been considered, and each party contends it has presented its last best offer on each item and no agreement has been reached, an impasse exists.
- B. If an impasse is reached, either party may make a written request for arbitration.
- C. Each party will have three days to agree on an arbitrator or to request a list of arbitrators from the Federal Mediation Conciliation Service (FMCS).
- D. When a list of arbitrators is received, both parties shall have three days to appoint the arbitrator.
- E. Only the items under contention shall be submitted to the arbitrator for resolution. The arbitrator's decision shall be binding upon both parties.

- F. The Association and the Borough shall equally share costs incurred for the arbitrator.
13. In order to preserve the concept of good faith bargaining, there shall be no discussion concerning the current negotiations between the members of the two parties except during a duly convened negotiation session.
14. Borough employees on the negotiation team shall be considered to be in an on-duty status while attending negotiation/arbitration sessions held during their scheduled work hours/days.
15. The provisions of this document shall govern all negotiation meetings to be conducted during current negotiations.
16. The parties agree that as soon as practical, any tentative agreement reached shall be submitted to the Association membership for ratification. Further, that upon receipt of the ratified agreement (or in the case of arbitration, the arbitrator's award), the agreement will be submitted by resolution at the next regular Assembly meeting for Assembly action.

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Dennis Geary, Chief Negotiator  
On behalf of the KBEA/APEA/AFT (AFL-CIO)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stormy Brown, Chief Negotiator  
On behalf of the Kenai Peninsula Borough Administration

\_\_\_\_\_  
Date