

ARTICLE 1
RECOGNITION

The KENAI PENINSULA BOROUGH, hereinafter referred to as the Employer, recognizes the KENAI BOROUGH EMPLOYEES ASSOCIATION (KBEA), hereinafter referred to as the Association, as the exclusive representative of all Borough Employees, except those delineated in Appendix A of this Agreement, 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 promote harmonious relations between the Employer and the Association.
- b. To recognize the legitimate, reasonable employment-related interests of the Association; to participate through collective bargaining in the determination of the terms and conditions of Employees' employment with the Employer.
- c. To promote fair, reasonable, consistent and safe working conditions.
- d. To promote individual efficiency in service to the citizens of the Kenai Peninsula Borough.
- e. To avoid any interference with efficient and safe operation of the Kenai Peninsula Borough.
- f. To provide a basis for the adjustment of any matter of mutual interest by means of amicable discussion.
- g. To contribute to the continuation of good Employee relations and to be in all respects in the best public interest.

Section 2.

- a. The Employer and the Association shall jointly determine whether any new or reclassified position is to be included/excluded from the Bargaining Unit, subject to the criteria in Subsection d. below. If the parties agree that the position is properly included within the Bargaining Unit, the personnel records will be so annotated.
- b. In the event the parties determine that the position is most properly included within Appendix A and excluded from the Bargaining Unit, at the request of the parties, the Mayor will submit a resolution to the Assembly for approval of the Job Description and inclusion of the position in Appendix A.
- c. In the event the Association and the Employer are unable to agree whether a position is to be included within or excluded from the Bargaining Unit, a determination will be requested of the Borough Assembly. The parties will submit a resolution and position papers regarding classification and request the Mayor to 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. The job positions listed in Appendix A of this Agreement shall not be a part of the Bargaining Unit. 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. "Administrative Discharge" means the discharge from employment of an Employee for medical or other reasons beyond his/her control, which render the Employee unable to perform the essential functions of his/her job. Non-medical administrative discharges shall normally only be carried out after the Employee has failed to successfully complete either their initial probationary period or a plan for improvement under Article 16.
- b. "Administrative Suspension" occurs when an Employee is sent home from the workplace by the Employer for other than disciplinary reasons. This includes, but is not limited to, the pendency of

administrative investigations. The Employee will receive full pay and benefits during this period the same as if he/she was at work in the work place and will not be considered personal or administrative leave. The Employee will make themselves available to respond to the Employer or return to the workplace at any time during normal Borough business hours.

- c. “Association” means the Kenai Borough Employees Association or its designee.
- d. “Bargaining Unit” means, members of the Kenai Borough Employees Association.
- e. “Bumping” or “Bumping Down” means when one Employee with seniority who has been Laid Off is allowed to replace or “bump” a second employee with less seniority who is holding a position in the same or lower pay range. The Employee requesting the bump must meet the minimum qualifications for the requested position. Bumping may be departmental or interdepartmental depending on the circumstances of the job elimination. Please refer to Article 6 and Article 20 for details.
- f. “Classified” shall mean all positions authorized by the Assembly and included in the Bargaining Unit.
- fg. “Call Back” is defined as required to return to work.
- h. “Departmental Seniority” shall refer specifically to the seniority of Employees employed within a department or service area.
- ig. “Employee” means a person in the employ of the Employer who is a member of the Bargaining Unit.
- hj. “Employee Representative” means any Employee designated as such by the Association.
- ki. “Employer” means the Kenai Peninsula Borough.
- lj. “Flexible Position” means an individual position, which has two (2) pay ranges assigned to it for possible payment to the incumbent employee. Normally an Employee, who meets the minimum qualifications for the position when selected for the vacancy, will be hired into the position at the higher pay level. An Employee who does not meet the minimum qualifications at the time of selection, will normally be hired at the lower level and will ascend to the higher pay range after some specified period of time or experience as set out in writing.
- km. “Full-time” means at least 40-hours per week (56-average-hours per week for paramedics, firefighters, engineers, and captains).
- n. “Human Resources Director” means the head human resources official for the Borough.
- ol. “Immediate Family” means 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, grandchildren, and grandparents.
- pm. “Job Description” or “Position Description” is a written statement of duties and responsibilities which are characteristic of a position and includes the education, experience, knowledge, skills and ability required to perform the work of the position. Examples of these duties shall be specifically enumerated.

- gn. “Job Share” is an employment situation where more than one Employee shares the duties of the same position. This can include either full or part-time work days.
- rp. “Just Cause” is generally defined as follows, although special circumstances may warrant exceptions:
1. The Employee had or should have had forewarning of the probable disciplinary consequences of the Employee’s conduct.
 2. The rule, directive, or expectation imposed by the Borough was reasonable.
 3. The application of the rule, directive, or expectation was fair, reasonable, and applied even-handedly.
 4. A fair and objective investigation was conducted prior to the imposition of discipline.
 5. The evidence of wrongdoing on which the Borough relied was credible.
 6. The Employee was given reasonable opportunity to respond to the allegations of misconduct, prior to the imposition of discipline.
 7. The level or degree of discipline was reasonably related to the seriousness of the offense and considerate of the Employee’s past record.
- sp. “Layoff” or “Laid Off” means either the deletion of a position, the loss of Full-time status, or management’s decision to vacate a position.
- ta. “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 ~~e~~E Employees are not regular Employees or Bargaining Unit members.
- uf. “Other related duties as assigned” means tasks or duties that are not identified in the Job Description and can be performed safely by the Employee based on the Employee’s skills, knowledge or ability.
- vs. “Part-time” means less than 40-hours per week.
- wf. “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.
- ~~u.~~ “Personnel Manager” means the head human resources official for the Borough.
- xv. “Regular Status” shall refer to those Employees who have satisfactorily completed the initial probationary period.
- yw. “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. Notwithstanding the previous sentence, Travel Status does not include personal time taken while on Travel Status. Compensable hours while on Travel Status shall be in accordance with the Fair Labor Standards Act, except that all hours the Employee is actually engaged in traveling outside their normal work hours will be compensated at their regular rate (no over time will be paid for these hours) regardless of the time of day. These hours will not be used to determine overtime eligibility in any pay period. 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 Classified 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. On-call 56-hour Employees will be paid overtime in accordance with this Agreement.
- 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, personal leave, health insurance, and the minimum hourly rate of the range commensurate with their duties. The health insurance benefit does not apply to the North Peninsula Recreation Service Area.
- 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. The President of the KBEA will be provided with the Temporary Employee report every pay period.
 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.I.T. 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 required duties. 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, #the Employer, shall submit a request to the Assembly to approve the creation of a new Classified position to perform those duties. If the Assembly does not approve the creation of a new Classified position, the Employer may continue to use temporary employees to perform the above duties. However, if the Employer continues to employ temporary employees to perform the same duties for another eighteen (18) months, the Employer must resubmit a request to the Assembly to approve the creation of new Classified position. 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, sexual orientation, 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, sexual orientation, marital status, changes in marital status, pregnancy or parenthood, political affiliation, or physical/mental handicap/disability.

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 all its exclusive rights and authority under law and expressly and exclusively retains its management rights 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. determine the missions of its departments, commissions and boards;
- b. setting standards and levels of service;
- c. the right to enact personnel rules and personnel policies that do not conflict with this Agreement and do not unreasonably infringe on any terms or conditions of employment. Personnel rules and personnel policies govern the rights and responsibilities of Employees, Supervisors and managers. It is the intent of the Employer to work cooperatively with the Association to develop personnel rules and personnel policies or at a minimum provide an opportunity for review and comment prior to enactment. Any new personnel rule or personnel policy that conflicts with this Agreement or unreasonably affect a term or condition of employment will not be effective until approved by the Association. All Employees must agree to follow and abide by personnel rules and personnel policies either approved by the Association or that are within the Employer's rights to unilaterally enact.
- d. examine, select, promote, transfer and train Employees of its choosing, and to determine the times and methods of such actions;
- e. 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;
- f. establish reasonable work rules, assign hours of work and assign Employees to shifts of its designation in accordance with applicable laws and as outlined in this Agreement;
- g. reduce the work force due to lack of work, funding or other cause consistent with efficient management; discipline, suspend, demote or dismiss Employees in accordance with applicable laws and as outlined in this Agreement;
- h. determine and/or change the facilities, methods, technology, means, organizational structure, size and composition of the work force and allocate and assign work by which borough operations are to be conducted; and,
- i. 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.

Notwithstanding any other provision of this Agreement, the Employer has the right to discipline, suspend, demote or terminate an Employee for reasons including, but not limited to: incompetence, unsatisfactory performance of duties, abandonment of duties, drunkenness or substance abuse while at work, dishonesty or gross disobedience.

Management rights shall be exercised in a manner consistent with applicable federal, state and local laws. The Employer agrees not 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 Classified Full or Part-time paid position 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 Classified 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 Classified 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.**

This Agreement shall safeguard the rights of non-association of Employees who are members of a church or religious body whose tenets or teachings set out the prohibition of the payment of dues, initiation fees, or assessments to a labor organization or Employee association.

Upon application and submission of proper proof of such a religious conviction to the Personnel Manager/Human Resources Director, the Personnel Manager/Human Resources Director shall declare the Employee exempt from becoming a member of the KBEA.

The Borough and the Association shall agree on a list of at least three qualified exempt charitable organizations not affiliated with a religious, labor or Employee association. Employees qualifying as exempt from becoming a member of a labor organization or employee association shall select one organization from the list and pay an amount of money equivalent to regular labor organization or association dues, initiation fees, and assessments to the KBEA through payroll deduction by the Employer. Nonpayment of this money subjects the Employee to the same penalty as if it were nonpayment of dues. The APEA/AFT shall submit proof of contributions to the Personnel Manager/Human Resources Director on a fiscal year basis.

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/Human Resources Director. However, agency fee payers may become members of the Bargaining Unit immediately upon written notice to the Association and the Personnel Manager/Human Resources Director.
- 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 with Employer notification.

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. Such time will be documented on time sheets.
- 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. Reasonable notice of leave shall be provided to the Employer of not less than two (2) business days prior to the scheduled leave when possible. Association leave shall be granted in the following situations:

- a. 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. Elected KBEA Officers and 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) and appointed committee members shall be granted a reasonable amount of Association leave for the purpose of conducting Association business. Such time shall not normally exceed five (5) 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 a 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 increased by a transfer of personal leave from each Employee in an amount and date specified by the Association President. If an Employee does not have the specified hours of personal leave as of the date of the transfer, 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 (APEA/AFT), or the American Federation of Teachers (AFT), and to allow negotiating committee members to prepare for negotiations.

- b. Deductions shall not be retroactive.
- 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 such use shall be in compliance with the guidelines set out in the Employer's Computer Usage Policy. 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 for Association related needs, 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 held financially responsible for stolen or damaged property belonging to the Employer. Notwithstanding the previous sentence, Employees who commit three (3) or more negligent acts of a similar nature, within a 36 month period, may be held financially responsible for lost, stolen or damaged property belonging to the Employer.

Negligent acts that cause property of the Employer to be stolen or damaged may subject the Employee to discipline up to and including termination.

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 allow the Employee, upon a reasonable showing of need by the Employee, an absence from work in full pay status 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 except as provided below.

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. When splitting a work shift across a 7 day period, only one day of the 7 day period may be split between ~~the~~ Employees. All other days in the work shift will be whole work days for each person. For purposes of the work shift, a “day” is defined as one workday as regularly scheduled. When management desires to use a split shift system, assignment to the split shift(s) will be by reverse Departmental Seniority.
- 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.
- c. 911 dispatchers will bid shifts in the same manner as State dispatch employees.
- d. It is the parties’ mutual intent to allow flexibility in scheduling Employee work hours in a manner that accommodates the needs of the Employee and the Employer. Flexible scheduling and other accommodations may be made when mutually agreed to in writing between the Employee and the Employer. Employees have no individual right to waive rights under this Agreement except through an Amendment between the ~~Personnel Manager~~ Human Resources Director and the KBEA.

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).
- c. 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. Work weeks shall begin on Saturday at 12:01 am and end on Friday at 11:59 pm. It is the intent of the Employer to designate the work week as described above for purposes of administrative and accounting ease, not change the regular days (Monday through Friday) worked by most

Employees or to cause Employees to work more often on Saturday and Sunday. 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. ~~Management Information Systems~~ Information Technology, Maintenance, and Custodial employees may be scheduled to work Saturdays. This does not preclude weekend scheduling by mutual agreement. The ~~Personnel Manager~~ Human Resources Director and the KBEA President will be informed of all permanent work hour changes.

- b. For 56-hour Employees, the regular work schedule will consist of twenty-four (24) hour shifts. 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 Classified Full-time positions shall be eligible for 100% of all benefits provided in this Agreement.
- b. Part-time.
1. Employees filling Classified Part-time positions who regularly and consistently work 30-39 hours per week shall be eligible for 75% of all benefits (except health benefits) provided in this Agreement. Employees who regularly work 30 hours per week or more shall be considered Full-time employees for purposes of health benefits in this Agreement.
 2. Employees filling Classified 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 Classified 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 Human Resources Director. 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. Each Employee will also be furnished with copies of all information as it is placed in the Supervisor's file.

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 five (5) years and then destroyed. Sealed documents will be maintained by the Borough Attorney and only be opened by the Borough Attorney or designee in the absence of the Borough Attorney upon request by the Personnel Manager Human Resources Director, or, in the event that the Association or the Employee takes direct legal, administrative or grievance action against the Borough to which that document is directly relevant. Upon request by the Personnel Manager Human Resources Director, the Borough Attorney shall provide the Personnel Manager Human Resources Director with a list of documents in the file. Additionally, the Personnel Manager Human Resources Director may also request a review by the Borough Attorney only for issues with a nexus to promotion, transfer, rehire, or termination (but not rehire following Layoff). Only sealed disciplinary actions which bear a direct relationship to a minimum qualification or essential function of the position into which the Employee has requested promotion, transfer or rehire, may be communicated to the Personnel Manager Human Resources Director. The Employee will be notified if the file is accessed and used in any employment related action/decision. 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 written and dated permission, shall have the right to examine the Employee's personnel files upon notification to the Employer. Permission granted by the Employee will be considered as single-event permission. 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 Classified Employees shall be twelve (12) months.
- b. The initial period of Borough employment in a Classified 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 Classified 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 Classified position classification, shall receive full credit toward the probationary period without such maximum limit. The initial probationary period of a 56-hour Employee may be extended up to an additional six (6) months to fulfill mandatory training requirements. A longer probationary period may be required under Article 18, Section 3.d. The department head may waive the last half of any probationary period at its discretion with the concurrence of the Personnel Manager/Human Resources Director. If the Personnel Manager/Human Resources Director does not concur with the department head, the decision shall be made by the Mayor.
- c. After six months, probationary Employees in Classified positions shall be eligible for full benefits, including accrual of personal leave, from the date of initial hire.
- 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, but may be demoted back to their original position (or a position with similar range and step) if in the sole opinion of the Employer the Employee will not satisfactorily complete probation.
- g. Employees rehired within eighteen months from the date of a Layoff shall not be required to complete a probationary period.
- h. Employees who have previously completed probation, and are 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 occurs:

- 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 tool for professional development and 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 midpoint 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 the midpoint and at the end of their probationary period.

Section 2. Regular Evaluations

When an Employee who is not covered by Section 1 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, but may be completed, for those employees (not covered by Section 1 above) whose performance is at or above acceptable standards. If the Employees' performance is below average, the Supervisor will ~~may~~ complete an evaluation (before the anniversary date) including a plan for improvement as set out in section 6 below. A step increase may be denied through this evaluation. 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, only that~~ the Employee shall be eligible for a step increase as scheduled and consistent with the satisfactory level of performance and consistent with the terms of this Agreement's performance is satisfactory.

Section 3. Supplemental Evaluations

~~The Borough~~ Supervisor 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/Human Resources Director 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/Human Resources Director 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. 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. ~~a.~~ identifies and describes specific gaps in performance,
- b. ~~b.~~ delineates ~~specifies~~ the evaluator's expectations regarding improvement,
- ~~c.~~ describes activities to be undertaken by the Employee to improve his performance,
- ~~d.~~ indicates a time frame for improvement,
- ~~e.~~ sets forth clearly the possible consequences if the expected level of improvement is not attained, and
- ~~f.~~ sets out the date the missed step increase will take effect if the expected level of improvement in performance is reached.

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 7. 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 8.

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. Conduct or performance that is not addressed in an evaluation within one year shall not be considered in subsequent evaluations.

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. The Employer will complete a Justification for Position form, or make other preliminary

procedures to fill all vacant Classified positions within thirty (30) days of the vacancy, unless such a position is not to be filled at the Employer's discretion. 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 send a Borough wide email announcing the vacancy, 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 President. The position vacancy will be posted for a period of not less than ten (10) 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. Vacant Classified position postings which end on a day when the HR office is closed, such as a holiday or weekend day, will be kept open until the end of business on the next day. A KBEA Representative will be allowed to review applications for recently filled positions if so requested by the Association President. Except as provided for in c.1 below, 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. In house posting - Bargaining Unit ~~members~~ Employees need not meet minimum qualifications in the Job Description to apply. 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. In the event that fewer than two (2) Bargaining Unit members meet the minimum qualifications as posted, the Employer (at its sole discretion and on a non-precedent setting basis) may lower the minimum qualifications and re-post the vacancy in accordance with section 1.b above. The reduction in minimum qualifications may result in additional Bargaining Unit members being considered for the vacant position. All complete applications submitted by Employees within the required posting deadlines will be forwarded to the hiring Supervisor for review. If two (2) qualified Employee applicants are being considered, both will be interviewed. A minimum of three qualified Employee applicants will be interviewed when three or more qualified Employee applicants are candidates.
2. Open posting - If fewer than two (2) qualified Regular Status ~~Employees~~ applies, the vacancy may be advertised to the public. The Employer may then interview any fully qualified applicants who meet the minimum qualifications of the Position Description. If no applicant is selected ~~meets the minimum qualifications~~, the Employer, at its sole discretion and on a non-precedent setting basis, may either re-advertise the position internally and/or externally at a later date, or lower reassess and change the qualifications. If the position qualifications are altered, the posting process will be reinstated and re-post the vacancy. This posting must at least be in accordance with section 1.b above within the borough, but may also be advertised simultaneously to the public. 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 passing 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. Promoted Employees:
1. An Employee who has served one-half (1/2) or more of the time required to be considered for the next step increase will, upon promotion to a position in a higher salary range in the Bargaining Unit, be placed at Step 1 of the higher range or such other step as will provide an increase of one (1) range plus one (1) step, whichever is greater.
 2. An Employee who has served less than one-half (1/2) of the time required to be considered for their next step increase will, upon promotion to a new position in a higher salary range in the Bargaining Unit, be placed at Step 1 of the higher range or such other step as will provide an increase of one (1) range, whichever is greater.
 3. If a Bargaining Unit Member in frozen pay status (this includes those at the maximum step in his/her existing pay range) is promoted to a higher job class, the promotion will result in, at a minimum, the equivalent of a one (1) step real increase in compensation.

Section 2. Demotion

- a. The involuntary transfer of a Regular Status Employee to a lower classification with a lower pay rate is a demotion. Disciplinary 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 apply for 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.
- f. Before an Employee can transfer from one fire service area to another, the Employee must pass the receiving department's physical ability test, and may be required to test on firefighter and emergency medical skills.

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 the incumbent Employee with the reassigned or consolidated function(s).

Section 5.

When a Borough Employee moves from an Appendix A position to a position represented by the KBEA under this contract, the Employee's pay shall be the rate that would otherwise be earned through service in a Bargaining Unit position based on the Employee's total years of Borough service.

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 continuous total-employment in a Classified position (based upon the most recent date of hire) represented by the KBEA 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~~Human Resources Director, will submit to the Association twice annually a KBEA seniority list showing the additions and deletions of KBEA members since the last list was correct. The list shall be reviewed, amended, and finally approved by the Association President as being correct. The list is to be received on or about January 1st and again on or about July 1st.

Section 4.

In the event that currently filled positions are brought into the Bargaining Unit as a result of the Employer's takeover 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 personal 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 positions listed in Appendix A ~~positions~~ shall retain seniority rights in the Bargaining Unit for a period of twelve (12)~~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 twelve (12)~~eighteen~~ months above shall be the most recent date of appointment to the position covered by the Collective Bargaining Agreement.

Section 6.

Seniority shall also be measured within a department/service area. If a department/service area choses to use seniority as the basis for assignments, it shall use Departmental Seniority. In the event of a consolidation or transfer of a division, department or service area into another department/service area, the transferred employees will retain the seniority earned in the previous division/department/service area.

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 or service area. 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 Layoff 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, may 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. The Employer may or may not accept a proposal by the Association.

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). Employees in Layoff status who accept a position at a lower pay range, shall have their pay rate frozen for a period of twelve (12) months, and then shall be paid at the appropriate step in the lower pay range.

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 he/she was Laid Off, shall retain recall rights to the position from which he/she was 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 may~~ return to the position from which he/she was Laid Off, should the original position become available. Said employee shall be given actual notice of the pending vacancy and shall be given two (2) weeks from the date of the notice to inform the Human Resources Director whether he/she intends to return to the position from which he/she was Laid Off.

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 medical 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 will leave employment immediately.

With the exception of dishonesty, drunkenness or substance abuse while at work, 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 8/11.2 hours pay for 40/56-hour Employees respectively 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 required minimum qualifications including required certifications, knowledge, skills and abilities 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. Employees must be provided written notification of any change in their Job Description and the effective date of the change.

Section 2.

~~All~~ Classified Job Descriptions are to be reviewed each fiscal year and updated by each fiscal year by the department head. When significant job duties have been changed and updates are necessary, the department head will make recommendations for changes, including with input from the Employee(s) performing the job. Department head recommendations, with Employee(s) comments, will be submitted to the Human Resources Director for review and approval. Once reviewed, the most current approved version of all the Classified Job Descriptions will be provided to the affected Employee(s) posted on the Employer's intranet. Employees may submit a copy of the approved attach to the Job Description and attach notes stating any objections which they have if they do not agree with the description and submit it through their department head to the Personnel Manager Human Resources Director within two (2) weeks of receipt from the Human Resources Director. The Personnel Manager Human Resources Director 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. The decision of the Personnel Manager/Human Resources Director after this review will be final. The current version of all Classified Job Descriptions will be posted on the Employer's intranet.

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. Employees who, as a result of reclassification, realize a decrease in two (2) or more 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" until such time as their wage catches up with the pay schedule for the new range. Employees who, as a result of reclassification, realize a decrease in one (1) range that results in the Employee being placed above the maximum rate of pay for the new range, 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. Employees may be assigned to perform the duties of a higher classification on an "acting" basis when a vacancy exists or when a special limited term assignment necessitates an Employee to work out of class in such a higher classification. To receive acting pay, a written request using the appropriate personnel form shall be completed and provided to the Employee and the Personnel Manager/Human Resources Director prior to the assignment of duties. An Employee

performing the duties of a higher classification including positions listed in Appendix A ~~positions for~~ three work days or more [24 consecutive hours (1 twenty-four hour shift) for 56-hour Engineers] will be paid at the rate of the higher range that would be appropriate in case of promotion. This increase will not be less than the equivalent of a two (2) range increase in pay when filling in for positions listed in an Appendix A position. Employees, who are assigned tasks to perform of an Employee in a higher pay range, may 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 and pay held prior to the "acting" assignment.
- c. All hours worked by qualified Employees "acting in capacity" as a Fire Service Area Captain, shall be paid at the higher wage rate which would be appropriate in the case of promotion. This does not include "acting in capacity" for an approved absence of up to three hours by the assigned shift Captain. However, if an approved absence of up to three hours is extended, all hours "acting in capacity" in excess of the initial three hours, shall be paid at the higher rate.
- d. An hourly Employee assigned to a higher level job class will receive personal leave and holiday pay at their regular hourly rate (of 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~~ the Employer chooses to ~~reclassify~~ review the classification of a position, the Job Description will be evaluated and revised accordingly ~~rewritten~~. The ~~rewritten~~ revised Job Description must be reviewed and signed by the Employee's Supervisor and department head before being forwarded to the ~~Personnel Manager~~ Human Resources Director for scoring and approval. If the change is approved, the ~~Personnel Manager~~ Human Resources Director will insure the change is made with an effective date of a pay rate change in the payroll system. The ~~Personnel Manager~~ Human Resources Director will notify the department head and post a copy of the new Job Description, including footnote scoring, on the borough intranet. In the event the request is denied at any point, or if the time frame for processing the request is considered 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 review is not completed within thirty (30) calendar days or the Supervisor or the department head do not agree with a change in the Job Description, the

Supervisor will notify the Employee of the decision not to accept the changes and the Employee may appeal under the grievance procedure as set forth in Article 26 of this Agreement. If the ~~rewritten recommended changes to the~~ Job Description ~~is-are~~ 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~~Human Resources Director, requesting a change in payroll classification. If the ~~Personnel Manager~~Human Resources Director finds that there is merit in the request, he/she shall immediately make the appropriate change. If the ~~Personnel Manager~~Human Resources Director finds the request not justified, he/she shall advise the Employee of his/her decision and also the Employee's right of appeal under Step Three of the grievance procedure as set forth in Article 26 of this Agreement. Failure of the Human Resources Director to issue a decision within thirty (30) days of receiving the request, will result in an automatic approval of the requested reclassification. In the event of an automatic approval for this reason, the resultingAny change in payroll classification shall be effective as of the date the Borough failed to respond on the date of the automatic approval as noted above.

Section 6. Wage Schedule

- a. Wage schedules are posted in Appendix B.
- b. The wage scale in Appendix B reflects a 32.5% increase to the July 1, 2009-2012 wage scale. This wage scale shall be increased annually on July 1st of each subsequent year by the 2nd half to 2nd half Anchorage CPI-U for the previous December 31st plus 1% or 2.5% whichever is greater.

In addition, all Full-time, benefited Employees shall receive a one-time lump sum payment in the amount of \$500.00 payable on the first full pay period following June 30, 2013. Employees benefited at less than the Full-time level shall receive a prorated lump-sum payment based on their benefit level.

- 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 (2) years of service at the prior Step and three years from Step 10 to Step 11 and 12 in accordance with the procedures set out in Article 16.

Section 7. Professional or Licensure Pay

- a. 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.

- b. Employees required to maintain a Commercial Driver's License (CDL) will be entitled to ~~2.67%~~ professional licensure pay increase above and beyond his/her normal rate of pay while that license or service is required.

Section 8. 56-hour

- a. 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 subsections c and d below.
- b. EMT III/ACLS expanded scope: Employees required to perform EMT III/ACLS duties with expanded scope criteria, as approved by the fire service area's physician sponsor, shall be paid the equivalent of a one (1) step increase over the 2.6% in a. above.
- c. Paramedic I 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 be entitled. To receive paramedic pay an Employee must be a nationally licensed or state licensed paramedic.
- d. Paramedic II Pay: Qualified Employees required to perform paramedic duties shall be paid two (2) steps higher than the Paramedic I pay that he/she would be entitled. To receive paramedic pay an Employee must be a nationally licensed or state licensed paramedic.
- e. Dive Rescue 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.
- f. Fire Investigators: Emergency services Employees who have attained State of Alaska certification-Certification (CFI) and are required to 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.
- g. Hireback or Force hire: A 56-hour employee may be called for a "hireback"/"force hire" to fill in for an absent employee. If the hireback/force hire is cancelled less than twenty-four (24) hours prior to the start of the hireback/force hire shift, the hireback/force hire employee will be entitled to work four (4) hours at their overtime rate.

Section 9. Training Duty

- a. 911 Dispatchers who perform Communications Training shall be paid an additional 5% of the Employee's hourly rate for all hours spent as a trainer.
- b. Fire Service Area 56-hour Employees who are assigned to perform field training/evaluation for newly hired Employees shall be paid an additional 2.6% increase beyond the normal rate of pay; ~~a member assigned to conduct field training must have at least three (3) years of employment~~

~~with the department. Field training pay may not exceed six (6) months from the date of hire of the new Employee.~~

Section 10.

Certification/notice must be submitted to the Human Resources office by the Employee for the above pay described in Sections 7-9. Eligible pay will begin in the first payroll period after the receipt in the Human Resources office of such certification/notice, along with a written request for such pay signed by the Employee and his/her Supervisor. No retroactive pay will be due.

Section 11. Hazardous Duty

Employees who are 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 an Employees' work requires flying in helicopters or fixed wing aircraft within the Borough, a premium of \$5.00 per flight shall be paid for all flights. ~~The Employer will investigate purchasing aircraft passenger flight insurance for Employees, with the Employee as the beneficiary, for all flights within the Borough.~~

ARTICLE 24 PAY PRACTICES

Section 1. Pay Days

Employees shall be paid every two (2) weeks on Fridays. The Borough will electronically direct deposit or mail checks. In the event a Friday falls on a holiday, the paychecks will be electronically deposited or mailed on the last working day preceding the Friday holiday. More than one lost or expired pay or reimbursement check in a fiscal year will incur a re-issue fee equivalent to the stop payment fee charged by the bank to the borough.

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

- a. The Employer shall itemize all deductions on pay checks and shall notify the Employee in advance of all non-Employee authorized deductions.
- b. The Employer shall make authorized payroll deductions for contributions to ICMA institutions for supplementary retirement accounts.

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 and returns all Employer-owned equipment and property by the last day worked, 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 or does not return all Employer-owned equipment by the last day worked, his/her wages and pay for all benefits become due immediately and shall be paid within three (3) working days of his/her last day of employment.

Section 5. Overpayments

Overpayments discovered after two (2) years from the time the overpayment was made will be forgiven by the Employer, unless the overpayment was the result of fraud, deception, the Employee's gross negligence or when the Employee knew or reasonably should have known an overpayment had been made. Employees have an obligation to inform the Employer as soon as they know or suspect that an overpayment has or will occur. The rate at which the overpayment will be repaid will be determined after consultation with the Employee. It is the intent of the parties that the rate and recovery period of the repayment will not cause an undue financial hardship on the Employee.

ARTICLE 25 **DISCIPLINE**

Section 1.

The Employer retains the right to discipline and terminate Employees pursuant to 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, except when the conduct or performance at issue warrants immediate termination.

Section 3.

- a. Employee Notification: In all cases of disciplinary and non-disciplinary actions, the Employer shall provide reasonable notification to, notify the Employee that he/she is entitled to have a representative from the union present at any and all proceedings 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, when reasonable.

- 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/Human Resources Director.

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 policies, 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 1:

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 2:

If relief is not granted at Step 1 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 1 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 1 is automatically waived, but the time frames outlined in Step 1 shall control.

Step 3:

Failing to resolve the grievance at Step 2, the Employee may appeal the grievance in writing to the Personnel Manager/Human Resources Director. Step 3 must be filed by APEA within

fourteen (14) calendar days from the date the Step 2 response is due. Grievances initially filed at Step 3, must be filed within thirty (30) calendar days from the date of action or the date of discovery, whichever is later.

The Personnel Manager/Human Resources Director 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/Human Resources Director shall arrange for the hearing within twenty-one (21) calendar days from the date the Step 3 appeal is received.

Upon completion of the hearing or upon submission of the Step 3 appeal if no hearing is requested, the Personnel Manager/Human Resources Director 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 4: Arbitration.

Failing to resolve the grievance at Step 3 of the grievance procedure, the Employee through APEA only may submit the grievance to arbitration. The Association must notify the Personnel Manager/Human Resources Director no later than fourteen (14) calendar days after receipt of the Step 3 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/Human Resources Director 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 3.

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 any 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 3. 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 Section 1.b above. The Employer agrees to bear the cost of all travel, per diem, meal allowance and reasonable 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 a Career Development Grant program ~~Employee Development Fund~~. Each fiscal year the Employer will contribute up to \$7,500 to this program ~~fund~~. Regular Status Employees may apply for training. Grants may cover all or a portion of the costs of such training.

- b. After approval of the Association President, the department head, and the ~~Personnel Manager~~Human Resources Director, disbursements shall be made.
- 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~~Human Resources Director. Evidence of completed course work must be presented and 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 when training takes place 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. This shall include a reimbursement of up to \$150 toward one pair of prescription safety glasses annually where required for the Employee's job. Employees required to wear prescription safety glasses must provide HR with a copy of the prescription and the receipt proving purchase prior to reimbursement.
- 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. Employees working in Solid Waste, Warehouse, Maintenance ~~department~~ Employees, pool Pool Maintenance personnel, Records Management and Print shop/Mailroom 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. Maintenance department Employees whose jobs require they work in the field, will be provided four (4) uniforms per year in lieu of this allowance.
- d. North Peninsula Recreation Service Area 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 and Safety Committee

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.

The Borough shall establish a Safety Committee to consider matters of work place, personal and occupational safety. The Committee will be made up of three (3) members of the Administration and three (3) members of the KBEA. The Committee shall meet quarterly. Recommendations of a majority of the members of the Committee will be forwarded to the Borough Mayor and the KBEA.

They will identify issues and concerns regarding the recommendations and will suggest options for implementation of the recommendations. Time spent by Bargaining Unit Members in committee meetings will be considered work time. If meetings begin or end outside of work time, that time will not be compensated. A good faith effort will be made to schedule these meetings on work time. This committee will sunset at the end of this agreement unless continued by the parties in the next contract.

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

Section 1. Overtime Rates

- a. All overtime-eligible Employees except 56-hour Employees, who 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 in that week, 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. For purposes of calculating overtime, hours worked will include all hours actually worked in a week as well as scheduled holidays not worked by the Employee in the same week. All overtime must be approved prior to working the overtime.
- b. Overtime for 56-hour Employees shall be paid for any hours worked in excess of the regularly scheduled shift, and in excess of FLSA maximums, including leave taken. Hours actually worked, personal leave count towards overtime due at the end of the FLSA cycle if they have not been compensated for at more than the 56-hour rate of pay. At the end of the FLSA cycle overtime will be paid for all such hours in excess of FLSA maximums. 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 first be offered to all Classified Employees who are assigned the work to be performed.
- d. Employees exempted from the overtime provisions of the Fair Labor Standards Act, shall not receive overtime payments. They shall be eligible for up to 160 hours of administrative leave accrual each calendar year. On the first pay period of each year each such Employee will be credited with 160 hours of administrative leave. There shall be no carry-over of such leave except for special circumstances as approved by the Employee's Department Manager and Director of Human Resources. If at the end of 26 pay periods or upon separation from employment the Employee has not earned a total of 160 hours of such leave, hours taken but not earned shall be deducted from the Employee's personal leave balance or from their final paycheck if enough hours to cover hours are not available. Administrative leave earned under an ongoing project, where the nature of the work prevents taking of leave, such leave may be rolled for use in the next calendar year. Whether an Employee exempted under the FLSA is paid overtime or exempted is at management's sole discretion. Administrative leave eligible Employees are eligible for Call Back as set out in Section 3.d below, but will receive administrative leave earned on an hour for hour basis.
- e. All Employees eligible for overtime pay 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 when required to work those days by management and within the same work week.

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 20 minutes.
- b. Employees on standby status with a pager or cell phone 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 or cell phone 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 Pay

- 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 overtime-eligible 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 overtime-eligible 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.

An overtime-ineligible Employee called back to duty shall be credited with the hours worked toward the fulfillment of administrative leave requirement.

- b. Employees called back and remaining on duty for at least four (4) but less than six (6) hours shall receive a lunch meal allowance. Employees called back for six (6) or more hours shall receive a dinner meal allowance.
- 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.
- d. An Employee called ~~at home~~ to perform work outside ~~normal~~ their regularly scheduled work hours and/or days off including leave, shall be compensated for time spent in excess of seven (7) minutes, which is considered de minimus, at their eligible rate for non-exempt Employees, or administrative leave credit for exempt Employees.

Section 4. Scheduling Changes

- a. Temporary Reassignment.

40-hour Employees will be given no less than seventy-two (72) hours notice and 56-hour Employees shall be given no less than ninety-six (96) 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 their length of seniority within the department.

The Employee with the most seniority within the department 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 I.T. 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. Employees required to work into a shift with a higher shift differential pay, shall receive the higher differential pay for the hours worked in the shift with the higher differential. This does not apply to Employees normally assigned to work a shift which begins between 7:00 am to noon for hours worked between 6:00 am to 5:00 pm. Shift differential shall not be included in base pay for determining leave, holiday pay or comp time. Any decision by the Employer to convert Employees in a work area not listed above to alternating shifts will be subject to this section. This section does not apply to alternate work schedules set by mutual agreement between the Employee and his/her Supervisor.

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, and the injury was not self-induced, caused by the Employee's own grossly negligent act, or as the result of the Employee's willful or reckless misconduct, the Employer agrees to retain the Employee and to provide insurance as long as the Employee maintains his/her contributions as required by this Agreement. Such an Employee

shall remain on injury leave until the first of either of the following events occurs:

1. One (1) year for emergency services Employees, six (6) 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. The Employer will make staff available to assist Employees with the submission of a worker's compensation claim.
 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. Personal leave may not be used during these periods.
- d. The time frames above apply for each separate injury.
- e. The Employer will notify any Classified Employee applying for injury leave that they may contact their KBEA representative for further assistance.
- e.f. The Employer will adopt return-to-work procedures outlining the process for returning Employees on worker's compensation back into the workplace. As determined by the Employer, and in some cases, returning Employees may be assigned light duty or reduced schedules for a limited amount of time in conjunction with their capacity as assessed by the physician authorizing their release.

Section 3. Personal Leave

~~Commencing July 1, 2010,~~ Personal leave shall ~~replace annual and sick leave and~~ be defined as any leave accrued by and paid to Employees for the Employees' use for vacation, sickness, or other absences from work.

Each Full-time Classified Employee shall be credited, per pay period, with personal leave according to the following schedule:

<u>Length of Service</u>	<u>40-hour Employee</u>	<u>56-hour Employee</u>
0 through 2 years	6.4 <u>7616</u> hours	9.2 <u>4308</u> hours
over 2 years but less than 5 years	7. <u>706923</u> hours	10.7 <u>7692</u> hours
over 5 years but		

less than 10 years 9.2~~4308~~ hours 12.9~~3231~~ hours

over 10 years 10.7~~7692~~ hours 15.0~~8769~~ hours

▲ Classified Employees with a regularly scheduled work week of less than forty (40) hours shall accrue leave on a pro-rated basis.

~~On July 1, 2010, Employees shall have their annual leave balance transferred to a personal leave account. Each Employee's accrued sick leave shall have fifty percent of that sick leave transferred to his/her personal leave account and the remaining sick leave transferred to the Employee's medical leave bank. Banked medical leave will be used only in the event of illness or injury of the Employee or the Employee's immediate family. There will be no further additions to the medical leave bank. If the Employee's medical leave bank has been exhausted, any additional leave shall be charged to personal leave. At the conversion, Employee's who have more than the maximum allowable annual accumulation listed below, will have their personal leave account reduced by the lesser of the following amounts. The actual amount of their personal leave account which exceeds the maximum limit, or an amount equal to the maximum allowable deferred compensation contribution for that Employee in that year. The cash out may be paid to the Employee or contributed to a deferred compensation plan, at the Employee's discretion.~~

- a. Accumulation of personal leave credit shall ~~begin~~ begin upon ~~after completion of six (6) months of the probationary period and shall be retroactive to the date of hire. This notwithstanding, such probationary Employees may apply for up to two (2) days personal leave with the approval of their immediate Supervisor. Employees who are granted use of personal leave prior to completion of probation will be required to authorize the Borough to deduct the cost of the leave time from the total amount of accrued leave granted at the completion of probation.~~ Personal leave shall be credited at the end of each full pay period of employment. ▲ Reduction in personal leave accrual shall be reduced by 1/80 (1/112 for 56-hour employees, 1/40 for Part-time Employees) for each hour the Employee is on leave without pay, suspension or injury leave. ~~Personal 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.~~
- b. Personal leave accumulation shall not exceed 800 ▲ hours for non-56-hour Employees and 1120 ▲ hours for 56-hour/week Employees as of December 31st. On the first pay day after January 15 of each calendar year the Employee will be paid for personal leave accumulation in excess of the above maximums. In either case, the payment shall be based upon the Employee's normal rate of pay.
- c. Upon termination, the Employee shall be paid for any unused personal leave at the Employee's normal rate of pay and any unused personal medical leave bank hours will be forfeited.
- d. Personal 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 ~~personal or administrative~~ leave (personal, administrative, medical or non-disciplinary LWOP) during each year. Effective the end of the first pay period of each calendar year, each Employee's personal leave account shall be reduced by an amount equal to the difference between 80 hours and the amount of ~~personal~~ leave the Employee actually used.
 2. The Employee shall not be compensated for said unused ~~personal~~ leave, unless the Employer has not afforded the Employee a reasonable opportunity to use 80 hours (or 112

for 56-hour Employees). ~~Only personal~~ All personal, administrative, medical and/or non-disciplinary LWOP leave which is actually taken ~~may shall~~ count as part of the 80 hour minimum. Leave ~~used from the Employee's medical leave bank or leave~~ 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.

3. Approval for personal leave shall take into consideration the demands of workload. Every reasonable effort shall be made to schedule personal leave at the convenience of the Employee. The Employer shall respond to the Employee's request for personal leave within ten (10) calendar days if the leave is requested within three (3) months, within twenty (20) days if within six (6) months, and thirty (30) days if within twelve (12) months. Except as provided for 56-hour Employees, leave may not be requested more than twelve (12) months in advance.
4. Except in emergency situations, personal leave which has been approved at least sixty (60) days in advance shall not be changed without mutual agreement.
5. Where two (2) or more Employees within a department simultaneously request personal leave having overlapping times, the Employee having the most seniority within the department 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.

6. Personal leave shall not be debited in advance of time being accrued. In the event that an Employee has a qualifying absence reason and does not have personal leave accrued, leave without pay shall be requested.

e. Personal 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 personal leave, he/she shall receive, in advance on the day before he/she leaves, all accrued personal 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.

f. Cash-in.

Employees may cash in personal leave up to four (4) times per calendar year. A minimum of ~~twenty (20)~~ 40 hours must be cashed in each time. Requests for cash-in must be received by the payroll clerk ~~five (5) work seven (7) calendar~~ days prior to the payday the payment is desired. ~~At no time may an Employee's personal leave balance drop below the difference between leave taken and the minimum amount of leave required to be taken as specified in Section d.3 of this Article.~~ Leave hours cashed in do not count towards the minimum hour requirement in Section ~~3.d.1d.3~~ of this Article. Hours cashed in will be at the Employee's normal rate of pay, not including temporary increases.

g. Medical or personal leave for illness or injury 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 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/Human Resources Director shall determine, in writing, ~~to~~ qualify for the use of medical or personal leave in each individual case.
 5. Paternity, adoptive and bereavement leave.
- h. Such absence may be required to be supported by a physician's certificate to be sent by the Employee to the Office of Human Resources. Employees will not be required to provide physician's certificates for illness or injury of less than three (3) days, unless the Employer has reasonable grounds to suspect fraud. A physician's statement must state the time period for the needed medical-related absence and nature of the illness or injury.
- i. Abuse of this leave policy shall be considered an attempt of fraud against the Employer.
- j. Medical or personal leave use 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 medical or personal 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 medical or personal leave.

Section 4. Association Sick Leave Bank

Members of this Bargaining Unit shall be allowed to donate personal leave to and receive personal leave from Employees in this unit or noncovered employees. Leave donations shall be subject to the following conditions:

- a. Requests for leave donations will be made by the Employee through the Office of 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 Office of Human Resources-Office by that date will be used to cover periods of needed leave with each donating employee's account being charged an equal (four (4) hours per charge) number of hours. Should more donated leave be available than needed, donations will be used in order of arrival in the Office of 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 personal and medical leave have been exhausted. Donated leave does not extend the time periods contained in Section 6.b of this Article.

Section 5. 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)
Martin Luther King Day	(Third Monday in January)
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 Eve	(When Christmas is on Tuesday, Wednesday, Thursday or Friday)
Christmas Day	(December 25)

- b. AND two (2) floating holidays (in lieu of Seward's Day on the last Monday in March, and Alaska Day on October 18), to be credited to the Employee's personal 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 scheduled (non-floating) holiday falls on an Employee's normal day off, he/she shall have one work day added to his/her leave time or have the following work day off at the Employee's option subject to the Employer's needs.

- d. Except for 56-hour/week Employees, any overtime-eligible 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 the equivalent of one work day 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 personal leave account with 5.6 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 personal 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 medical

and then his/her personal 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.
- g. When Employees are job sharing a position, the Employee who has the holiday fall during his/her scheduled period, will receive the holiday pay. Employees job sharing a position on a half day basis will share the holiday pay equally.

Section 6. Family and/or Medical Leave of Absence (FML)

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 (FMLA) 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, this policy shall automatically be modified to comply with the federal law and any newly enacted state law.

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 twenty-four (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 forty (40) hours of personal leave.

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 (6) consecutive months or at least 17.5 hours a week for twelve (12) 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 Immediate Family member. 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 an Immediate Family member, 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 Immediate Family member, 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 an Immediate Family member.
 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 (FML).
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 completed and signed 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/Human Resources Director. The requesting Employee should retain a copy of the completed form and forward the original to the Office of Human Resources for review. (See Human Resources for a copy of Request for Family and Medical Leave of Absence form.) If possible the reason for requested leave is foreseeable, the form should be submitted thirty (30) days in advance of the effective date of the leave.
 2. All requests for FML 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 form: 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 cannot 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 7. Leave without Pay (Non-medical)

- a. Employees may be granted leave without pay not to exceed a total of eighty (80) hours in any anniversary year at the discretion of the Personnel Manager/Human Resources Director 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 eighty (80) hours but for not more than twelve (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/Human Resources Director.
- 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 8. Paternity Leave

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

Section 9. Adoptive Leave

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

Section 10. Bereavement

- a. Full-time Employees.
Employees shall have the option to take up to 64 hours of personal or medical 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 [two (2) separate qualifying periods] of personal or medical leave may be utilized for each family member. Time taken for bereavement in excess of 128 hours shall be first charged to personal leave and then to leave without pay.
- b. 56-hour/week Employees.
Employees shall have the option to take up to 120 hours of personal or medical 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 [two (2) separate qualifying periods] of personal or medical 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 personal leave and then to leave without pay.
- c. Claims for bereavement leave for other than reasons of death may be required to be supported by a statement from a physician.

Section 11. Military Spousal Leave

An Employee may use accrued leave (or take unpaid leave) not to exceed ten (10) regularly scheduled work days when the Employee's spouse is on leave from military deployment in a geographic area that is designated a combat zone. To qualify, the spouse must be a member of a regular, reserve, or auxiliary component of the armed forces of the United States or the organized militia under AS 26.05.010 who is deployed during a period of military conflict and is on leave from military deployment in a geographic area that is designated a combat zone by the President of the United States. Such leave will not be denied.

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 12-1309-10 with the changes listed in this section.

a. Medical and Prescription Plan:

1. Dual Coverage. Employees with dual healthcare coverage through the Kenai Peninsula Borough/School District or other employer-provided coverage must satisfy the individual and/or family deductibles for both before benefit payment by this plan will be made.
2. Plan Booklet. The Borough will publish an Amendment to the Plan Booklet within 60 ninety (90) days after the signing effective date of this Agreement setting out the changed schedule of benefits.
- 2.3. Employees who regularly work 30 hours per week or more shall be considered Full-time Employees for purposes of health insurance.
- b.4. Deductible. Effective January 1, 2014, The the medical deductible will be \$200-250 per person, \$600-750 maximum per family. Also effective on this date, the maximum out of pocket costs for medical services will be as follows: \$1,250 per person, \$3,750 maximum per family.

<u>Out of Pocket Maximum:</u>	<u>Within PPO Network</u>	<u>Outside of PPO Network</u>
<u>Individual</u>	<u>\$2,500 per year</u>	<u>\$7,500 per year</u>
<u>Family</u>	<u>\$5,000 per year</u>	<u>\$15,000 per year</u>

Where similar healthcare services are offered within a 200 mile radius of a PPO-covered facility, the plan will pay no more that the equivalent of the negotiated rate for that service within the PPO.

5. Prescriptions:
Effective January 1, 2014, Employees will be required to pay 20% of the Borough's preferred price for non-generic prescriptions up to an annual out of pocket maximum of \$250400.
6. 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 excepting the amounts required to contributed by Employees. Employees will be

required to contribute to the cost of the medical and prescription coverage for themselves, and enrolled spouses and/or children effective January 1, 2014, in accordance with the following schedule:

<u>Monthly Employee Contribution (Pre-tax) Deduction</u>	<u>Effective 1/1/2014</u>	<u>Effective 1/1/2015</u>	<u>Effective 1/1/2016</u>
<u>Employee (self)</u>	<u>\$ 50</u>	<u>\$ 80</u>	<u>\$ 100</u>
<u>Spouse</u>	<u>\$ 80</u>	<u>\$ 80</u>	<u>\$ 100</u>
<u>Up to two (2) Children</u>	<u>\$ 30</u>	<u>\$ 35</u>	<u>\$ 40</u>
<u>Three (3) or more children</u>	<u>\$ 60</u>	<u>\$ 65</u>	<u>\$ 70</u>

Spouse – \$80 per month, effective January 1, 2011,

Children – \$28 per child, per month, effective January 1, 2011

Employee – \$21.9446 per Employee per pay period, effective July 1, 2011 through June 3, 2011. In the event that the total cost per calendar year exceed the prior year total cost by more than 10%, this article can be re-opened for negotiation at the request of either party with 14 days notice.

7. Voluntary Enrollment in Cost Shifting Plan Option.

If an Employee's spouse voluntarily elects a plan design through his/her employer whose benefits are payable at 80% 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.

8. Employees who have full medical coverage through a spouse, may choose to opt out of healthcare-medical coverage from the Borough only when proof of other coverage is provided to the Office of Human Resources during each open enrollment period. 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.

9. Should any law or regulation impose a tax liability for provided healthcare 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.

10. 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.

Exceptions to subsection a. above include:

The life time maximum benefit under this plan will increase on January 1, 2011 to \$2,000,000.

Coverage for "Family Planning" shall add "Intrauterine and cervical devices".

Dependent definition shall no longer include "any child of your minor dependent".

b. Dental and Vision Plan

Effective January 1, 2014, Full-time benefit eligible Employees may enroll in combined Dental and Vision coverage as a separate election from the Medical and Prescription plan noted above. The monthly premium for this coverage will be \$30 per employee and will include coverage for all qualified dependants of the Employee. Within this coverage, The the borough will pay benefits for the usual and customary charges for Covered Dental Expenses which exceed a ~~\$7550~~ per person, ~~\$150-250~~ per family. The calendar year maximum dental benefits shall be \$1,500. All covered dental Expenses are subject to the Maximum Amount and Limitations sections of the Benefit Provision. Vision coverage ~~The plan will pay include~~ up to \$150 for one set of frames per covered person per twenty-four (24) month period. ~~beginning January 1, 2011. The plan will include RX safety glasses in the vision benefit as of January 1, 2011.~~

cm. 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.

dn. The Employee shall be responsible for paying the Employer's cost of payroll tax associated with disability payments the Employee receives from AFLAC or other 3rd party vendor.

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~~2,500, and the dependent care to the maximum allowed by law.

ARTICLE 32 **PHYSICALS**

Section 1.

Emergency Response Employees (ERE), who conduct firefighting and rescue duties, Landfill workers and specified 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 medical leave, personal 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.

Emergency Response Employees (ERE) who hold safety-sensitive positions or Employees engaged in lifeguarding shall be subject to pre-employment, 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 Amendment to this Agreement.

Section 4.

Emergency Response Employees (ERE) who conduct firefighting and rescue duties shall meet minimum medical requirements, physical agility and fitness standards as a condition of employment. A Labor-Management Committee shall be created to establish the procedures standards and conditions for these standards. These standards ~~and procedures~~ for testing shall be set out in a separate Amendment to this Agreement to be finalized and published within six (6) months of the effective date of this Agreement.

- a. The Labor-Management Committee will use the Department of Defense Fire and Emergency Services Fitness and Wellness Program as a base model when establishing these standards and conditions.
- b. The first test shall be administered no sooner than six (6) months after the effective date of the amendment. All ERE's shall take their first test within twelve (12) months of the effective date of the Amendment.
- c. The actual test location and layout with equipment shall be determined within three (3) months of the effective date of the Amendment. ERE's will be allowed to practice at this location using the actual layout and equipment without limitation as their work schedule allows.
- d. ERE's who complete the test shall not be required to complete the test more than once during each twelve (12) month period.
- e. There will be no pass/fail time restraint. Success will be determined by the ERE completing the test while maintaining consistent forward momentum.
- f. If the ERE does not successfully complete the first attempt of the test they shall be retested no sooner than sixty (60) days following the unsuccessful test. During this period the ERE shall be provided as much shift time as possible for conducting strength and cardio workouts allowing for

interruptions for emergency response.

- g. If an ERE fails to successfully complete the second attempt of the test, they will be removed from fire-fighting duties and placed on a forty (40) hour work week until their next retest. ERE's who fail to successfully complete the second attempt of the test will be retested one final time no sooner than forty-five (45) day after the last unsuccessful test. During this period the ERE shall be allowed two (2) hours of undisturbed exercise period during each scheduled day. If the ERE is unable to successfully complete the test for the third (3rd) consecutive time they may be administratively terminated.
- h. For the purpose of this Article, "consistent forward momentum" shall be defined as forward movement along the circuit course without any one pause lasting longer than thirty (30) consecutive seconds, and no more than two (2) pauses per test.

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 \$100.00 per day; or~~
 - ~~2. Actual expenses plus meal allowances as set out in Section 3 of this Article.~~
- ba. Employees required to travel by air will be reimbursed for any airline fees [including up to one (1) checked bag] in addition to airfare, not to exceed the coach fare.
- eb. Employees required to rent or lease vehicles or travel by taxi at their point of destination will be reimbursed for actual expenses.

Section 2. Lodging

- a. Employees required to stay overnight on approved Borough business will be reimbursed as follows:
1. Actual expenses for commercial lodging (hotel, motel, etc.) as approved by the Borough; or
 2. A per-overnight payment based on the following options
 - i. When an Employee is required to stay overnight in a community or location where commercial lodging facilities are not available, the Employee shall be entitled to a payment in the amount of \$70 per night. Communities considered to be under this "commercial lodging not available" clause are understood to include the communities of Tyonek, Seldovia, Kachemak Selo, Port Graham, Nanwalek, Hope or other communities as agreed upon in advance by the Employer and the Association.
 - ii. When an Employee chooses non-commercial lodging where commercial lodging is available; or when an Employee selects commercial lodging other than the commercial lodging selected or approved by the Borough, the Employee shall be entitled to a payment in the amount of \$50 per night.
- b. In the event the Borough elects to select and rent/lease short or long term housing on behalf of Employees for employees to reside in while on Borough business, the KBEA will participate in the development of the selection criteria of the housing prior to the reservation/selection.

Section 32. 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 a minimum of six (6) months notice prior to providing each with a vehicle. 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 car allowance plus the federal mileage rate traveled on Borough business; or
 2. An Employee who does not receive a car allowance above shall be reimbursed at the federal mileage rate plus 6 cents 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.
 4. The federal mileage rate will change and apply starting the 2nd full pay period following the effective date of the change ~~publication of the new rate.~~

Section 43. 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 Employee is required to travel off the road system in the Borough, for at least three (3) hours between the hours of:

Midnight to 10:00 AM	Breakfast	\$11.00
10:00 AM to 3:00 PM	Lunch	\$14.00
3:00 PM to Midnight	Dinner	\$25.00
- 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 who work a 56-hour schedule will receive \$7.50 per shift worked for meal allowance.
- f. Employees working four (4) hours of overtime shall receive a lunch meal allowance, or Employees working six (6) hours of overtime or more shall receive a dinner 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 and does not violate Borough Code regarding outside employment.
- 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~~ Human Resources Director. Such approval shall not be unreasonably denied and requests for such approval will be processed in a timely fashion.

ARTICLE 35
LEGAL TRUST FUND

- a. In addition to the wages paid per Article 23, the Employer agrees to pay the Alaska Public Employees Association/AFT Legal Trust Fund (hereinafter the Fund) \$12.00 per month per Bargaining Unit Member in pay status in the month in which the contribution is made.
- b. The Employer will remit the amount due for the previous month to the Fund by the tenth (10th) of each month.
- c. The Fund will be sponsored and administered by APEA/AFT and the Employer will have no voice in the amount or type of service provided by this plan, however, services provided by the Fund will not be used in actions involving or in a position adverse to the Kenai Peninsula Borough. The Fund will attempt to obtain the maximum service possible for the employees.
- d. This Article confers only the right to demand and enforce payment of the required contributions. Failure by the Borough to remit the required contribution does not give rise to any grievance or cause of action by the Association, its members or any other person for other harm or damages that might result from the failure of the Borough to remit the required contribution. The provision or retention of legal assistance under this Article is the sole and exclusive responsibility of the Association and/or the member. Unless such actions are taken to demand and enforce payment by the Borough of the required contributions, the Association agrees to defend, indemnify and hold harmless the Borough against any and all legal actions, orders, judgments or other decisions rendered in any proceeding as a result of the implementation of this Article.

ARTICLE 36
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 37 **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 38 **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 39 **SUPERSEDING EFFECT OF THIS AGREEMENT**

This Agreement supersedes all previous agreements and letters of agreements. 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 40 **DURATION OF THIS AGREEMENT**

This Agreement shall become effective on July 1, 201~~3~~⁹ shall continue in effect until June 30, 201~~6~~³, 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, 201~~5~~², 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, 201~~6~~³ 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 41
EXECUTION

This Agreement is executed on behalf of the Kenai Peninsula Borough by its Mayor who has been duly authorized by Resolution ~~2010-032~~, enacted by the Borough Assembly on the ~~3rd day of April, 2010~~.

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, 201~~3~~0.

FOR THE KENAI PENINSULA BOROUGH

_____, Mayor
Mike Navarre

FOR THE KENAI BOROUGH EMPLOYEE ASSOCIATION

_____, President
Ryan Marquis

_____, Negotiator (Chair)
Terry Bookey

_____, Negotiator
Don Pearce

_____, Negotiator
Carrie Henson

ATTEST:

_____, Borough Clerk
Johni Blankenship

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. Clerk's Assistant
4. Clerk's Secretary

b. Mayor's Office:

1. Chief of Staff
2. Special Assistant to the Mayor
3. Administrative Assistant to the Mayor
4. Community and Fiscal Projects Manager
5. Purchasing/Contracting Director
 - a. Environmental Compliance Manager, Risk Manager, Safety Manager, have been moved to FINANCE
 - b. General Services Director (HRD)., HR Specialist, HR Assistant have been moved to HUMAN RESOURCES
 - c. Emergency Management Director and 911 Operations Manager have been moved to OFFICE of EMERGENCY MANAGEMENT
 - d. Purchasing/Contracting Director has been moved to PURCHASING AND CONTRACTING OFFICE
 - e. Systems Manager (Director – IT) has been moved to IT DEPARTMENT
 - f. GIS Manager has been moved to PLANNING

b.c. Office of Human Resources:

1. ~~General Services Director~~ Human Resources Director
2. Human Resource Specialist
3. Human Resource ~~Technician~~ Assistant

e.d. Information Technology Department

1. ~~Systems Manager~~ Director – Information Technology

d.e. Office of Emergency Management

1. Emergency Management Director
2. 911 Operations Manager

e.f. Purchasing and Contracting Office

1. Purchasing/Contracting Director

f.g. Legal Office:

1. Borough Attorney
2. Deputy Borough Attorney
3. Assistant Borough Attorney
4. Legal Assistant
5. Legal Assistant - Collections

g.h. Finance Department:

1. Finance Director
2. Controller
3. Property Tax & Collections ~~Supervisor~~ Manager
4. Accounting ~~Supervisor~~ Manager – Sales Tax
5. Financial Planning Manager
6. Manager – Risk Management
7. Manager – Safety

8. Manager – Environmental Compliance

h.i. Assessing Department:

1. Director of Assessing Borough Assessor - Director
2. Appraisal Manager
3. Assessment Administrative Manager

i.j. Planning Department:

1. Planning Director
2. Land Management ~~Officer~~ Manager
3. Manager - GIS
4. River Center ~~Director~~ Manager
5. ~~Projects Administrator~~ Water Resource Manager

(RIVER CENTER has been removed as a Department; above 2 titles were added to PLANNING)

k. Capital Projects Department:

1. Capital Projects Director
2. Capital Projects Administrator

l. Solid Waste Department

1. Solid Waste Director
2. Land Fill Manager

m. Maintenance Department:

1. Director of Maintenance
2. Maintenance Foreman – Project Manager
3. Maintenance Foreman

n. Nikiski Fire Service Area:

1. Fire Chief
2. Assistant Chief of Operations
3. Battalion Chief for Training and Safety

o. North Peninsula Recreation Service Area:

1. Recreation Director

p. Central Emergency Services:

1. Fire/EMS Chief
2. Assistant Chief

q. Road Service Area:

1. Roads Director
2. Roads Engineer/Project Administrator

r. Kachemak Emergency Service Area:

1. Fire/EMS Chief
2. Assistant Chief

s. Spruce Bark Beetle Program:

1. Spruce Park Beetle Program Manager

t. Anchor Point

1. Fire Chief
2. Deputy Chief

APPENDIX B

July 1, ~~2014~~2013

Wage Schedule:

40-hour

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
G	16.08	16.68	17.29	17.64	17.99	18.35	18.71	19.09	19.47	19.86	20.26	20.66
H	17.21	17.85	18.50	18.87	19.25	19.63	20.02	20.42	20.83	21.25	21.67	22.11
I	18.41	19.10	19.79	20.19	20.59	21.01	21.43	21.85	22.29	22.74	23.19	23.65
J	19.70	20.44	21.18	21.60	22.04	22.48	22.93	23.38	23.85	24.33	24.81	25.31
K	21.08	21.87	22.66	23.11	23.58	24.05	24.53	25.02	25.52	26.03	26.55	27.08
L	22.55	23.40	24.25	24.73	25.23	25.73	26.25	26.77	27.31	27.85	28.41	28.98
M	24.13	25.04	25.94	26.46	26.99	27.53	28.08	28.64	29.22	29.80	30.40	31.01
N	25.82	26.79	27.76	28.32	28.88	29.46	30.05	30.65	31.26	31.89	32.52	33.18
O	27.62	28.66	29.70	30.30	30.90	31.52	32.15	32.79	33.45	34.12	34.80	35.50
P	29.56	30.67	31.78	32.42	33.07	33.73	34.40	35.09	35.79	36.51	37.24	37.98
Q	31.63	32.82	34.01	34.69	35.38	36.09	36.81	37.55	38.30	39.06	39.84	40.64
R	33.84	35.11	36.39	37.11	37.86	38.61	39.39	40.17	40.98	41.80	42.63	43.48

56-hour

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
K	14.80	15.36	15.92	16.24	16.56	16.89	17.23	17.57	17.93	18.28	18.65	19.02
L	15.84	16.44	17.03	17.37	17.72	18.07	18.44	18.80	19.18	19.56	19.96	20.35
M	16.95	17.59	18.22	18.59	18.96	19.34	19.73	20.12	20.52	20.93	21.35	21.78
N	18.14	18.82	19.5	19.89	20.29	20.69	21.11	21.53	21.96	22.40	22.85	23.30
O	19.40	20.13	20.86	21.28	21.71	22.14	22.58	23.04	23.50	23.97	24.45	24.93
P	20.76	21.54	22.32	22.77	23.23	23.69	24.16	24.65	25.14	25.64	26.16	26.68
Q	22.22	23.05	23.89	24.36	24.85	25.35	25.86	26.37	26.90	27.44	27.99	28.55
R	23.77	24.66	25.56	26.07	26.59	27.12	27.67	28.22	28.78	29.36	29.95	30.54