

**COLLECTIVE  
BARGAINING  
AGREEMENT**

*Between*

**THE KETCHIKAN GATEWAY BOROUGH**

*And*

**THE ALASKA PUBLIC EMPLOYEES  
ASSOCIATION/AFT, AFL-CIO**

*October 1, 2008 through September 30, 2011*

TABLE OF CONTENTS

Article 1 Recognition .....3  
Article 2 Management Rights .....4  
Article 3 Definitions.....6  
Article 4 Hiring, Probation, and Termination.....7  
Article 5 Work Schedule and Overtime.....10  
Article 6 Compensation .....13  
Article 7 Holidays.....14  
Article 8 Paid Time Off.....16  
Article 9 Seniority.....19  
Article 10 Leave of Absence.....21  
Article 11 Jury Duty .....23  
Article 12 Training.....24  
Article 13 Medical Benefits .....25  
Article 14 Retirement Plan.....26  
Article 15 Labor-Management Committee.....27  
Article 16 No Strike - No Lockout .....28  
Article 17 Grievance Procedure.....29  
Article 18 Safety Practices.....32  
Article 19 Travel.....33  
Article 20 Employment Practices.....34  
Article 21 Nondiscrimination .....37  
Article 22 Association Security .....38  
Article 23 General Provisions .....40  
Article 24 Term of Agreement.....42  
Appendix A Schedule of Pay Classifications .....44  
Appendix B Assignment of Wages to Cover Association Dues .....46  
Appendix C Grievance Form.....47  
Letter of Agreement/Uniforms for Airport Safety Officers & Field/Facility  
Officers... .....48  
Letter of Agreement/Airport ARFF Uniform Policy.....49

## **2008 - 2011 COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT is made and entered into by and between KETCHIKAN GATEWAY BOROUGH (hereinafter referred to as the "Employer") and ALASKA PUBLIC EMPLOYEES ASSOCIATION/AFT (hereinafter referred to as the "Association").

### **PREAMBLE**

The purpose of the Agreement is to set forth the understanding reached between the parties hereto with respect to wages, hours, and other terms and conditions of employment.

### **ARTICLE 1**

#### **RECOGNITION**

1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for, and this Agreement shall cover, all full-time and part-time employees in the job classifications set forth in Appendix A to this Agreement, excluding confidential employees, managerial employees, temporary/part-time employees as defined in Section 3.3, guards, department heads, and other supervisors. Whenever the terms "employee" or "employees" are used elsewhere in this Agreement, such terms shall refer to employees within the bargaining unit so defined.

1.2 In addition, absent objections from any other collective bargaining representative, the bargaining unit shall include, and this Agreement shall cover, all full-time and part-time employees in new job classifications created after the effective date of this Agreement, excluding confidential employees, managerial employees, temporary/part-time employees as defined in Section 3.3, guards, department heads and other supervisors, and employees covered by other collective bargaining agreements.

## ARTICLE 2

### MANAGEMENT RIGHTS

2.1 The Association recognizes the right of the Employer to operate and manage the Borough Government, including but not limited to the right to establish and require standards of performance; to maintain order and efficiency; to direct employees; to determine job assignments and work schedules; to determine the materials and equipment to be used; to implement new and different operational methods and procedures; to determine staffing levels and requirements; to determine the kind, type, and location of facilities; to introduce new or different services, products, methods, or facilities; to extend, limit, contract out, or curtail the whole or any part of the operation; to select, hire, classify, assign, promote, transfer, discipline, demote, or discharge employees for just cause; to lay off and recall employees; to require overtime work of employees; to approve leave schedules; and to promulgate and enforce rules, regulations and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Employer, shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned. All matters not covered by the language of this Agreement may be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine. Any claim that the Employer has exercised such rights and power contrary to the provisions of the Agreement may be submitted to the grievance procedure contained herein. This section shall not conflict with the Association security provisions contained herein.

2.2 The Employer shall have the right to subcontract work covered by this Agreement with thirty (30) days' advance notice to the Association. No employees shall be laid off and their work contracted out unless such contracting action would be at less cost to the Employer. Prior to any contracting out the Employer shall provide the Association with any and all information pertinent to that decision. The Association shall then have thirty (30) calendar days to comment on such contracting out and to provide alternatives.

2.3 Maintenance, repair, changes and replacement to Employer-owned facilities may be performed by Borough employees. Borough equipment and employees may be used to assist in contracted work or other work when needed, even though this work is outside of their normal assigned work place or duties. Any such assignment shall be made in writing, and a copy of the assignment will be placed in the employee's personnel file. No such assignment shall be made unless the employee is trained and qualified to perform the tasks required.

2.4 Each position in the bargaining unit will have a job description setting forth the usual and regular duties and requirements of that position.

2.5 Employees may request review and revision of their job descriptions each fiscal year. The employee's supervisor or department head shall respond, no more than once per year per employee, to such requests within thirty (30) days after receipt. Any disagreements shall upon written request of the employee, be reviewed by the Human Resources Manager.

2.6 Should an employee's job description be revised to reflect substantially and materially different duties, the Association may request to reenter negotiations regarding the compensation for the position. Should the Borough and the Association fail to reach agreement on the pay rate, the dispute shall be submitted to advisory arbitration.

2.7 Any employee who believes he or she has been assigned to the wrong job classification may submit a grievance to be resolved pursuant to the grievance procedure contained herein. The pay rates assigned to job classifications covered by this Agreement shall not be subject to the grievance procedure during the term of this Agreement.

## ARTICLE 3

### DEFINITIONS

3.1 Full-Time Employees: Employees who are regularly scheduled to work forty (40) hours per week.

3.2 Part-Time Employees: Employees who are regularly scheduled to work at least nineteen (19) hours but less than forty (40) hours per week. Such employees shall receive benefits on a pro rata basis according to the number of hours worked, except that medical benefits shall be provided as set forth in Article 13.

3.3 Temporary/Part-Time Employees: Employees who are not regularly scheduled and who work when work is available, or who are regularly scheduled to work less than nineteen (19) hours per week, or who are hired to work a regular schedule during a specific period not to exceed six (6) months when additional work of any nature requires a temporarily augmented force, or who are hired in the event of an emergency, or to relieve employees because of illness, or to work during vacation periods or to work on a specific temporary project of limited duration. A probationary employee is not and shall not be considered to be a temporary/part-time employee. Upon request, the Employer will notify the Association when it has hired temporary/part-time employees and when they are reclassified or change projects. Temporary/part-time employees are not covered by this Agreement.

3.4 Exempt Employees: Employees who are exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act.

3.5 Nonexempt Employees: Employees who are not exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act.

3.6 Probationary Employees: The status that all new employees (including Aircraft Rescue/Firefighters) are in for a period not to exceed the first six (6) months of their employment plus the duration of any time off taken during the first six months, or, if the employee is appointed to the Airport Safety Officer classification or the Firefighter/EMT classification, not to exceed the first twelve (12) months of their employment.

3.7 Emergency: For the purposes of this Agreement, an emergency shall include a sudden, unexpected or unforeseen circumstance or combination of circumstances or the resulting state or condition that calls for immediate or urgent action.

3.8 Demotion: An involuntary assignment of a regular employee to a classification having a lower pay grade.

3.9 Promotion: The assignment of an employee to a classification in a higher pay grade.

3.10 Transfer: The assignment of an employee to a different classification at the same or lower pay grade.

## ARTICLE 4

### HIRING, PROBATION AND TERMINATION

4.1 When there is a vacancy to be filled within the Borough, the Employer shall post a conspicuous notice of that vacancy and the accompanying job description, on all bulletin boards designated through the Labor Management Committee. The vacancy may be advertised to the public concurrently, however, the vacancy will be posted for a period of not less than seven calendar days. When a qualified regular employee applies for any Borough position they shall be afforded the opportunity to be interviewed for the opening. However, the Employer reserves the right to fill any and all vacancies with the most qualified candidate.

4.2 Except as provided in Sections 4.3 and 4.4, all new employees covered by this Agreement shall be considered employed on a probationary basis and classified as such for a period not to exceed the first six (6) months of their employment. If retained after six (6) months in the same position, such employees shall thereafter be considered regular employees, be classified as such and be entitled to all rights and privileges contained in this Agreement.

4.2.1 Employees assigned to the Airport Safety Officer or Firefighter/EMT classification shall be considered employed on a probationary basis and classified as such for a period not to exceed the first twelve (12) months of their employment. If retained after twelve (12) months in the same position, such employees shall thereafter be considered regular employees, be classified as such and be entitled to all rights and privileges contained in this Agreement.

4.3 Reserved.

4.4 If a temporary/part-time employee is appointed to a bargaining unit position of the same classification as the employee's temporary/part-time employment, a maximum of sixty (60) work days (computed on the normal workday for the position to be filled) of the time actually worked within that classification as a temporary/part-time employee within the nine (9) calendar months immediately prior to that appointment may be counted toward the employee's probationary period.

4.5 Any employee who is promoted shall be given a reasonable period, not to exceed sixty-five (65) work days, to become acquainted with the job and to demonstrate ability to fill the job satisfactorily. If, during this trial period, the employee demonstrates unsatisfactory ability for the job or at the employee's request, the employee shall be returned to the employee's former job without loss of seniority. If an employee accepts a position vacated by an employee who has been promoted, the appointment shall be conditioned upon the successful completion of the promoted employee's trial period.

4.6 With the exception of insubordination, dishonesty, drunkenness, physical misconduct, abusive or lewd behavior, or abandonment of duties, all regular employees shall be given two (2) weeks' notice or two (2) weeks' pay prior to discharge. The employee shall be notified in writing of the reason(s) for discharge prior to termination.

4.7 No regular employee shall be disciplined or discharged without just cause. The existence of cause for discipline or discharge, if disputed, shall be subject to the grievance procedure contained herein. Probationary employees may be disciplined or discharged at any time without cause and without access to the grievance procedure contained herein.

4.8 If any regular nonexempt employee covered by this Agreement is laid off, the Employer shall give the affected employee notice in writing two (2) weeks in advance, or, in lieu of such notice, two (2) weeks' pay at the employee's regular rate of pay at the time of such layoff. No such layoff will occur while the Employer has temporary employees performing work for which the prospective laid off employee is qualified. Any temporary hires made must first be offered to qualified employees in layoff status in order of seniority. Acceptance of temporary Borough employment will in no way affect an employee's layoff rights.

4.9 For a period of one (1) year following layoff, a laid off employee will be afforded the opportunity to apply for any position for which he/she is qualified and will, if qualifications are at least equal, be given preferential hire to the vacancy. If a position becomes vacant which is the same or substantially the same as the one from which the individual was laid off he/she will be offered the position before any recruitment. If more than one (1) employee is in layoff status, the seniority provisions of Article 9 will be observed. A laid off employee who is re-employed in the same job description will not be required to serve a new probationary period. All layoff return rights under this agreement expire one year after the effective date of the layoff.

4.10 If any regular exempt employee covered by this Agreement is laid off, the Employer shall give the affected employee notice in writing thirty (30) days in advance. Nonexempt employees shall provide at least two (2) weeks written notice of intent to resign unless waived by the Employer. Exempt employees shall provide at least thirty (30) days prior written notice of intent to resign unless waived by the Employer. At the Employer's option, any employee leaving Borough service for any reason may be paid in lieu of any notice period.

4.11 An employee who is laid off or discharged by the Employer shall receive all accrued earnings including accrued but unused PTO, in accordance with Article 8, less any monies owed the Employer at the time the layoff or termination occurs. An employee who resigns shall receive all accrued earnings including accrued but unused PTO less any monies owed the Employer at the time of termination, provided the employee has given a minimum notice of two (2) weeks. Employees resigning without giving at least two (2) weeks written notice shall forfeit eight (8) hours of accrued PTO pay for every day short of two (2) weeks notice, up to a maximum of eighty (80) hours of forfeited PTO.

## ARTICLE 5

### WORK SCHEDULE AND OVERTIME

5.1 The normal workweek shall consist of five (5) consecutive workdays of forty (40) hours within a seven (7) day period, with two (2) consecutive days off. However, it is agreed that Airport Safety Officers may, at the option of the employer, be subject to an alternative schedule of ten (10) consecutive work days, with five (5) days off. Other alternative schedules, such as four (4) ten (10) hour days, may, at the option of the employer, be adopted and overtime for such shifts shall only be paid after forty (40) hours worked per week.

5.2 The Employer shall provide employees scheduled to work six (6) or more hours per day with two (2) ten (10) minute paid rest breaks per day, one to occur during the first half of the work day and the other to occur during the second half, unless the employee's work is of such an intermittent nature that comparable rest breaks occur during the course of that employee's normal work day.

5.3 Where mutually agreeable to the Employer and the employee concerned, a normal workday or shift may consist of more than eight (8) hours.

5.4 It is understood and agreed that temporary deviations, from the normal work schedule will occur from time to time, resulting from several causes, such as, but not limited to, vacations, leaves of absence, jury duty, weekend and holiday duty, absenteeism, employee requests, temporary shortages of personnel and emergencies. Such deviations shall not be considered a violation of this Agreement. Temporary deviations shall not exceed two (2) work weeks.

5.5 The regular workday for all employees covered by this Agreement shall begin when they are scheduled to report to work at their principal work location, and shall end when they are released from that location. Employees shall be responsible for their personal transportation costs in reporting to their principal work locations. Employees assigned to the airport will receive free non-vehicular transportation to and from the airport on the ferry and their workday will start at the scheduled beginning of their specifically assigned duties.

5.6 Subject to alternate schedules as provided in Section 5.1, all time worked by nonexempt employees in excess of forty (40) hours during any one (1) work week and eight (8) hours in any single day shall be considered overtime. All overtime must be authorized in advance by the Employer and shall be computed at the rate of one and one-half (1½) times the employee's straight-time hourly rate of pay except as otherwise provided for in Article 5.9. If an eligible employee has agreed to a workweek in excess of forty (40) hours or eight (8) hours a day, all time worked in excess of that employee's agreed workweek or work day shall be considered overtime and paid at the overtime rate in accordance with the

Fair Labor Standards Act.

5.7 A shift differential of \$0.75 per hour will be paid to employees scheduled to work the second shift. A shift differential of \$1.00 per hour will be paid to employees scheduled to work the third shift.

5.7.1 Any overtime worked by an employee who is scheduled to work the second (2nd) shift shall be paid at the following computed rate: straight-time hourly rate of pay plus seventy-five cents (\$0.75) times one and one-half (1.5).

5.7.2 Any overtime worked by an employee who is scheduled to work the third (3rd) shift shall be paid at the following computed rate: straight-time hourly rate of pay plus one dollar (\$1.00) times one and one-half (1.5).

5.7.3 In departments where shift work is required, shift hours for the purposes of shift differential shall be established by the Department Head. Each affected department shall have a first, second and third shift established whose hours are equitably distributed over a twenty-four (24) hour period.

5.8 In the case of temporary deviations from his/her assigned shift, an employee will continue to receive shift differential per their normal schedule or at the differential of the shift to which they are assigned, whichever is higher.

5.9 Employees required to work in excess of twelve (12) consecutive hours will be compensated at twice their normal rate of pay for all hours worked in excess of twelve (12).

5.10 Employees will be compensated at one and one-half (1.5) times their normal rate of pay for all hours work on the seventh consecutive day of work, except Airport Safety Officers, who may be scheduled to regularly work ten (10) consecutive days with five (5) consecutive days off.

5.11 When employees are required to remain at home, to carry a pager, or periodically report their whereabouts and be available for immediate recall, they shall be considered on standby. When employees are specifically assigned standby responsibilities, they will be paid two (2) hours at straight time on their normally scheduled work days and three (3) hours at straight time on their regular or normally scheduled days off.

5.12 Nonexempt employees scheduled to work on their days off, or on holidays will receive a minimum of four (4) hours' work or pay in lieu thereof.

5.13 All full-time nonexempt employees recalled to work after completion of their normal workday shall receive a minimum of two (2) hours' pay at the one and one-half (1-½) time rate. When work continues without interference after normal quitting time, the minimum call out will not apply.

5.13.1 When an employee is contacted for immediate recall, recall pay shall begin at the time of notification. When an employee is contacted for recall to return to work at a later time during the day, recall pay shall begin when the employee returns to the work site.

5.14 Any full-time nonexempt employee called to work before his or her regular starting time shall be paid at the overtime rate until the start of his or her regular shift.

5.15 On scheduled overtime, scheduled meal periods without pay shall be provided to nonexempt employees every four (4) hours. On nonscheduled overtime, a meal allowance of \$12 will be paid to nonexempt employees, if the overtime exceeds two (2) hours and each continuous four (4) hour period thereafter. Scheduled overtime shall be defined as that overtime for which the employee receives notice at least twelve (12) hours prior to the employee's regular shift.

5.16 Where overtime exceeds six (6) continuous hours, a four (4) hour rest period must be allowed prior to returning to the regular straight-time schedule. Nonexempt employees will be paid at the straight-time rate for any scheduled normal work hours falling within the four (4) hour rest period.

5.17 Insofar as practical, any overtime work shall be divided, by the Employer, as equally as possible among the employees of the same job classification. Upon request by the Employee Representative, the site supervisor shall provide the total overtime hours worked per employee at that site during the pay period.

5.17.1 Insofar as practical, any overtime work at the Airport Maintenance Shop shall be divided, by the Employer, as equally as possible among the employees assigned to the Airport Equipment Mechanic/ARFF and Airport Technician/ARFF classifications.

5.18 An employee may exchange a scheduled day off for another day if the employee's supervisor and any other affected employee agree.

5.19 There shall be no pyramiding or duplication of premium pay and/or overtime pay.

5.20 Except in emergencies, situations covered by Section 5.4, or when unforeseen events occur which are outside the Employer's control, changes to the work schedule will be provided in writing no less than two (2) work weeks prior to the scheduled change. Failure to provide written notice will result in overtime pay at the appropriate rate for all hours worked that are different from the employee's previous schedule until the two week notice period has passed.

## **ARTICLE 6**

### **COMPENSATION**

6.1 Employees covered by this Agreement shall be paid in accordance with the guidelines contained herein and the applicable pay rates in Appendix A attached hereto and made a part of this Agreement.

6.2 No employee shall suffer a reduction in wages as a result of signing this Agreement.

6.3 Employees temporarily assigned by the Employer in writing to a higher paid position and required to perform all of the normal duties of that position for one (1) or more days shall be paid an additional eight percent (8%) over their regular rate of pay; provided, however, that this provision shall not apply to assignments made for purposes of training (including on-the-job training). Such assignment of duties shall be initiated through a personnel action form completed prior to the assignment, a copy of which shall be placed in the employee's personnel file.

6.4 The Employer will pay employees semi-monthly by the 5th and the 20th day of each month. If payday falls on a holiday or weekend, the preceding business day shall be the payday.

## ARTICLE 7

### HOLIDAYS

7.1 The following holidays shall be recognized under this Agreement:

New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Alaska Day	October 18
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

7.1.1 In addition to the holidays listed immediately above, the Employer will recognize as paid Borough holidays any day designated by Borough ordinance.

7.1.2 When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday, or when it falls on a Saturday, the preceding Friday shall be observed.

7.1.3 Borough employees who work in offices or facilities which are open seven (7) days per week, including the Airport and Animal Control facilities, will observe holidays upon the day of the week on which they fall.

7.2 In addition to the holidays granted above:

7.2.1 All full-time employees who have completed their probationary period shall receive one (1) floating holiday to be taken at a time approved by the employee's department head in writing. If that floating holiday is not taken during the employee's first year of employment it shall be converted to PTO.

7.2.2 All regular full-time employees who have completed twelve (12) months of employment shall receive two (2) floating holidays per anniversary year of employment to be taken at a time approved by the employee's department head in writing. Any floating holidays not actually taken by the employee within twelve (12) months of receipt shall be converted to PTO.

7.3 If a holiday falls during an employee's scheduled workweek, the employee shall receive time off without loss of pay.

7.4 Work performed on holidays shall be paid for at the rate of time and one-half (1½) in addition to the regular day's pay.

7.5 When a holiday falls on a regular workday during an employee's PTO, that holiday shall not be counted against accrued PTO.

7.6 Except for absence for PTO, or with prior approval, an employee must have worked the last regularly scheduled day prior to the holiday and the first regularly scheduled day following the holiday to be eligible for holiday pay.

## ARTICLE 8

### PAID TIME OFF

8.1 Paid time off (PTO) benefits are hours credited per pay period to employees based on years of service to be used to continue pay when away from work for vacation, sickness, immediate family illness, and/or doctor and dentist appointments.

8.2 Subject to the provisions and limitations of this Agreement, regular full-time employees shall accrue from the date of hire as probationary employees PTO benefits according to the following schedule:

<u>Years of Continuous Service</u>	<u>Annual Leave Accrued Per Year</u>
1st and 2nd Year	22 days (176 hours) per year
3rd, 4th and 5th Years	28 days (224 hours) per year
6th through 10th Years	31 days (248 hours) per year
11th through 15th Years	34 days (272 hours) per year
16th year and over	36 days (288 hours) per year

8.3 PTO may not be taken until the completion of initial probationary period.

8.4 PTO shall be the amount which the employee would have earned had the employee worked during the time off at the employee's current regular rate of pay.

8.5 Except for illness or an emergency, a PTO request must be submitted in advance in writing and approved by the employee's supervisor or Department Director. Written requests for PTO will be approved or denied within fourteen (14) calendar days of official receipt. If denied, the Employer will provide a written explanation. PTO will, so far as possible, consistent with operational requirements of the Employer, be granted at times most desired by the employee.

8.6 PTO for Illness/Disability. PTO shall be payable on the first day of a bona fide illness or disability of the employee or of the employee's immediate family residing in his or her household. The employee shall be required to notify the Employer as soon as possible prior to the beginning of the employee's shift. Failure to do so may result in the loss of pay for that day and disciplinary action. The Employer will give consideration to extenuating circumstances that would make such notice requirement impossible.

8.7 Proof of Illness/Disability. The Employer reserves the right to require reasonable proof (such as a doctor's certificate) of illness or disability if more than two (2) days are used, or when fraud is suspected. Abuse of PTO shall be grounds for discipline except that blatant abuse may subject an employee to discharge.

8.8 Medical Appointments. An employee shall be allowed to use PTO for medical or dental appointments. The employee must notify his or her supervisor as far in advance as possible, but in any event not less than three (3) working days, except in an urgent situation.

8.9 Previously Accrued Annual and Sick Leave. Employees having accrued annual and/or sick leave balances prior to the signing of this Agreement shall be required to convert such leave to PTO. No employee shall suffer a reduction in current accrued leave as a result of this Agreement.

8.10 An employee may not accumulate more than seven hundred twenty (720) hours of accrued PTO credits as of the end of any calendar year without written approval of the Borough Manager. Employees who have accrued more than seven hundred twenty (720) hours shall be paid for unused PTO at the rate of 100% of the value of the PTO in excess of the seven hundred twenty (720) hours, provided a minimum of eighty (80) hours are taken as vacation during that calendar year. If less than eighty (80) hours are taken, sufficient hours shall be deducted without compensation to total the eighty (80), prior to any payment for PTO in excess of seven hundred twenty (720) hours is made. Employees may elect to have the payment of excess PTO, subject to the same guidelines listed above, rolled over into the employee's deferred compensation plan account. The employee is responsible for all tax consequences of such a roll over. The Borough reserves the right to stop this practice if it determines that such a practice results in an increase in Borough liability or has other identified negative consequences to the Borough.

8.11 After the completion of an employee's probationary period, an employee shall be paid upon termination for 100% of the value for all PTO accrued (up to the maximum) but not used.

8.12 An employee who is entitled to receive compensation benefits under the Alaska Workers' Compensation Act or other similar legislation shall continue to earn PTO benefits pro-rata based on the actual number of hours worked, and the Borough shall continue to pay its portion of such employee's group medical and life insurance premiums, during the period the employee is unable to return to work, until his or her accrued PTO benefits are exhausted. If, at the exhaustion of such benefits, the employee is still unable to return to work, the employee shall cease to earn the PTO benefits, and the Borough will not continue to pay its portion of the employee's group medical and life insurance premiums, provided; however, that the employee, at his or her sole option, may elect to continue such insurance coverage at the employee's cost as provided under the terms of such insurance policies and any applicable state or federal laws. An employee who is injured on the job and eligible for said benefits shall suffer no loss of pay for the day of injury, and shall be entitled to use PTO benefits for the difference between the worker's compensation benefit and the employee's regular pay.

8.13 State Family and Medical Leave. All covered employees are eligible for State

Family & Medical Leave in accordance with the rights, requirements, regulations, limitations and conditions set forth in state law.

8.14 Federal Family and Medical Leave. All covered employees are eligible for Federal Family & Medical Leave in accordance with the rights, requirements, regulations, limitations and conditions set forth in the federal law.

8.15 If a particular period of leave qualifies under both the state and federal family and medical leave laws and/or other provisions of this Agreement, the leaves shall run concurrently. Generally, employees must give at least thirty (30) days advance notice to the Employer of the request for family medical leave when the leave is foreseeable.

## ARTICLE 9

### SENIORITY

9.1 Seniority as used herein shall mean the length of continuous employment with the Employer within job classifications covered by this Agreement. Employees shall not accumulate seniority during the period of probationary employment. After employees have completed the probationary period and have been transferred to regular status, seniority shall be dated from the date of hire.

9.2 The seniority of an employee shall terminate if that employee:

9.2.1 Is laid off for a period of more than twelve (12) consecutive months.

9.2.2 Resigns from employment with the Employer and is not rehired by the Employer in the same job classification within two (2) weeks.

9.2.3 Is discharged for just cause.

9.2.4 Is temporarily laid off and fails to return to work within ten (10) days after written notice requesting the individual to return to work is delivered by certified mail to the individual's last known address or to the individual personally, and fails to notify the Employer within forty-eight (48) hours after having received such notification of an intention to return to work.

9.3 In the selection and assignment of shifts and days off, seniority shall prevail insofar as practical in the best interest of service. With respect to the scheduling of vacation PTO, the Employer shall determine an annual deadline for submitting one leave request per employee per year for which seniority shall prevail with respect to competing requests during the Employer's approval process. Vacation PTO requests thereafter shall be considered on a first come, first serve basis. In approving such requests, the Employer shall consider seniority in addition to operational needs and customer service requirements.

9.4 Any layoffs shall be made in the inverse order of the seniority of the employees within the job classification, provided skill and ability are not considered overriding factors as determined by the Employer.

9.5 When vacancies occur in job classifications in which employees are on layoff, the employees shall be recalled in order of their seniority.

9.6 For purposes of this Agreement, date of hire shall mean the most recent date an employee became employed in a position covered by this Agreement. An employee who has worked for the Employer for three (3) years or more and who has terminated

because of injury or illness shall, if rehired within three (3) years after such termination, be credited with his or her prior service for seniority purposes after three (3) more years of service.

## ARTICLE 10

### LEAVE OF ABSENCE

10.1 All leaves of absence without pay are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request shall be given by the Employer within fifteen (15) days except in the case of an emergency.

10.2 Leaves of absence without pay may be granted for periods of up to one hundred eighty (180) calendar days without loss of accrued benefits. In special cases, leaves of absence may be extended by mutual agreement.

10.3 Up to five (5) days of funeral leave [up to ten (10) days if the funeral is outside of Southeastern Alaska] may be allowed for a death in a regular employee's immediate family, to be charged to accumulated paid time off balance. Immediate family is defined as employee's spouse, parent, child, brother, sister, grandparent, step parent, parent-in-law, step child, and grandchild.

10.4 Employees may use accrued paid time off, or be granted leave without pay for actual periods of temporary disability of such employees caused or contributed to by pregnancy, miscarriage, abortion, or child birth, and recovery therefrom. The stage at which leave should be allowed for such reasons and the period for recovery, shall be determined based upon the recommendations of the employee's physician.

10.5 Association Business Leave. There is hereby established an APEA/AFT Business Leave Bank, which may be used to conduct the affairs of the Association and/or administer this Agreement. The bank shall be funded by the annual assessment of four (4) hours of accrued PTO time from each bargaining unit member each year in January. In addition, bargaining unit members may voluntarily donate any additional hours of PTO that they may have earned and accrued. Voluntary donations must be made in increments of not less than four (4) hours of donated PTO. The Local President shall authorize the use of the bank; however, the Employer shall approve the absence from work on the same basis as PTO for vacation, except that such approval shall not be unreasonably denied. Donations and usages of Association Business Leave shall be accounted for on a dollar-for-dollar basis. The Employer shall provide the Local President with a current accounting of the Association Business Leave balance each February and upon request by the President. The Borough is not obligated to approve Association Business Leave requests when the leave bank is at or below zero. *The parties agree to monitor the leave bank over the life of this contract and agree that this section may be re-opened by either party on each anniversary of the contract.*

10.6 Military Leave. Leave necessary for an employee to attend required paid military drills/training for the National Guard or a military reserve of the United States, or if

called to honor an active duty commitment to the National Guard or military reserve of the United States, shall be granted without loss of benefits accrued to the date such leave commences. Regular full-time employees on such leave shall be compensated by the Employer for the difference between their military pay and their regular pay up to a maximum of four (4) weeks. A copy of the order issued by an appropriate military authority for military training shall accompany requests for special military leave. Upon return to duty the employee shall furnish the Employer evidence of the amount of military pay received during the period of special military leave.

## **ARTICLE 11**

### **JURY DUTY**

11.1 Employees who are called to serve on jury duty, or who are subpoenaed to testify in court on a matter related to their employment or volunteer activities on behalf of the Borough, shall turn over to the Employer all jury or witness pay received for time absent from work and in turn shall be paid their normal straight-time pay that would otherwise be payable to the employee for work that the employee would have performed but for the jury or witness service. If the employee is temporarily or permanently excused from jury or witness duty, the employee shall promptly return to work. An employee who serves on a jury or testifies in court under the provisions of this section shall be considered assigned to work between the hours of 8:00 a.m. and 5:00 p.m. on the days affected. All hours of jury duty or witness service which occur during an employee's normally scheduled workday shall be considered time worked.

11.2 Employees who are subpoenaed to court in matters not related to their employment or volunteer activities on behalf of the Borough may take the time required as paid time off or leave without pay at the employee's option.

## ARTICLE 12

### TRAINING

12.1 Prior to April 1 of each year, employees desiring Borough-funded job related training during the next fiscal year shall submit to their department head a written proposal outlining and describing the specific training program desired, explaining its relevance to the employee's job, and estimating its cost, including any related travel expenses and personnel replacement costs. The department head may include any such requests in the department's proposed budget. Employees may receive additional training opportunities which become available, subject to budget limitations. Upon mutual agreement of the employee and the Employer, an employee may be required to repay the expenses of a training program if they separate from Borough service within twelve (12) months of the completion of the training program.

12.2 Annual CPR training will be available to all employees and required for classifications designated by the Employer.

12.3 Training required by the Employer will be provided at the Employer's expense. Training conducted by bargaining unit members that is beyond the scope of the employee's duties and responsibilities shall be referred, at the employee's request, to the Labor-Management Committee for its review and consideration.

## ARTICLE 13

### MEDICAL BENEFITS

13.1 All eligible employees covered by this Agreement will receive a life, medical, dental, vision, audio and hospitalization insurance plan. The Employer shall pay one hundred percent (100%) of the premium cost of covering eligible employees and their dependents under such a plan. The Employer's liability shall be limited to paying the said premium costs. The Employer reserves the right to change the insurance plan or carrier as long as there is no reduction in the level of benefits and the Association has been provided with prior notice and an opportunity to bargain about any proposed change in plan or carrier.

13.2 The Association agrees to participate in a Borough-wide committee to identify and implement cost containment measures. All groups of employees covered under the Borough's policy shall be offered an opportunity to participate on the committee. Any cost containment measure receiving a consensus of the committee shall be implemented if approved by the Assembly. The committee shall meet as they deem necessary.

13.3 No employee may be covered as an employee and as a dependent under the Borough's insurance plan.

13.4 Beginning fiscal year 1996 the Employer shall, upon request, reimburse regular full-time employees for the cost of not more than one (1) complete physical examination per year, provided that the claim must first be processed through the insurance carrier. The Employer will reimburse no more than \$75 of the amount not paid by the carrier.

## **ARTICLE 14**

### **RETIREMENT PLAN**

14.1 It is agreed that eligible employees in positions currently covered under said plan shall remain under the State Police and Firefighters Pension Plan, and all other employees shall continue their present coverage under the Alaska Public Employees Retirement System.

## ARTICLE 15

### LABOR-MANAGEMENT COMMITTEE

15.1 A Labor-Management Committee, consisting of up to four (4) regular representatives from Borough management and up to four (4) representatives from the employee group, shall be appointed by the parties to this Agreement. The primary activities of this committee will include: improved communications, grievance discussions of operating problems, Employer policies (including those adopted pursuant to the Drug-Free Work Place Act), method improvement and public relations. The Committee may divide itself into subcommittees.

15.2 The Committee will be advisory only and will not have the authority to alter the meaning or cost application of the collective bargaining agreement nor will it act as a grievance committee once a grievance has been filed. The chair shall rotate between the Borough representatives and the employees, alternately, at each meeting. A quorum of at least two (2) representatives from each group is necessary for the Committee to establish its position on any issue. Association and Borough representatives may at their option attend Committee meetings from time to time.

15.3 Any department policy and procedure manual prepared by the Employer shall be presented to and reviewed by the Committee prior to implementation.

15.4 The committee will meet at least quarterly at a place mutually agreed to. Meetings may be held more frequently as needed. At each meeting the time and place of the next meeting will be established.

## **ARTICLE 16**

### **NO STRIKE - NO LOCKOUT**

16.1 This Agreement is a guarantee by both parties that there will be neither strikes nor lockouts during the life of the Agreement. The Association and employees further agree that they will not sanction, aid or abet, encourage or continue any work stoppages, strike, sympathy strike, picketing, sickouts, slowdowns, handbilling or other disruptive activity during the life of the Agreement, and shall undertake all reasonable means to prevent or terminate any such activity.

## ARTICLE 17

### GRIEVANCE PROCEDURE

17.1 A grievance is defined as an alleged breach of this Agreement raised during its term. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. After a timely written grievance has been submitted, the employee's Department Head may give written consent to extension of the time limits set forth below in Section 17.3 (Step II - Department Head). Any other extensions of time for grievance procedures must be agreed to in writing by the Borough Manager and the Association. Written notices and documents submitted pursuant to or required by this Article shall be sent by certified mail and a grievance response or filing shall be considered timely if postmarked by the due date, except that grievance filings or responses may be hand delivered to the appropriate party. Timelines for responding to, or advancing a grievance shall begin upon the date the previous response or filing was received. Written notices and documents submitted pursuant to this Article shall not be sent via fax or facsimile machine unless mutually agreed by the parties.

17.2 Step I – Immediate Supervisor. The parties agree that grievances should be resolved, if possible, quickly, informally and at the lowest level of supervision. Any employee with a grievance shall first discuss it with an Association or Employee Representative. If the Association or Employee Representative believes the grievance has merit, the employee, with or without the Employee Representative, shall discuss it with the employee's immediate supervisor and attempt to resolve it informally. If it cannot be resolved informally, the following procedure shall be followed.

17.3 Step II - Department Head. The Association or Employee Representative shall set forth the grievance in writing on, and in accordance with, a form identical to that attached hereto as Appendix C and submit such written grievance to the employee's Department Head for receipt within fourteen (14) calendar days after the employee knew or should have known that he or she had a grievance, whichever is earlier. A seven (7) calendar day limit shall apply to grievances relating to discipline or discharge. The written grievance, on the form required, shall contain a description of the alleged problem, the section of the Agreement involved, the date it occurred, and the corrective action desired. After receipt of the written grievance, the Department Head will schedule a meeting between the Department Head, Association or Employee Representative, and the employee at a mutually agreeable time within ten (10) calendar days after the grievance is received, and the Department Head shall respond in writing within ten (10) calendar days of the meeting.

17.4 Step III – Borough Manager. If not satisfied with the reply, the Association may within ten (10) calendar days of receipt of the reply present the written grievance to the Borough Manager or designee who shall schedule a meeting with the Association or

Employee Representative at a mutually agreeable time and place within ten (10) calendar days after presentation for the purpose of resolving the grievance. The Borough Manager or designee shall respond in writing to the grievance within ten (10) calendar days after the Step III meeting.

17.5 Step IV – Arbitration. If not settled, the Association may submit in writing the grievance to final and binding arbitration within fifteen (15) calendar days following receipt of the Step III response. Within seven (7) calendar days of the written notification that the dispute is submitted for arbitration, the Employer and the Association shall attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator, the Association shall within seven (7) calendar days after failure to agree and no later than fourteen (14) calendar days following the Employer's receipt of the notice of appeal to arbitration, request the Federal Mediation & Conciliation Service to supply a list of thirteen (13) qualified arbitrators and the parties shall alternately strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike the first name shall be determined by coin toss. The arbitrator shall be notified immediately of his or her selection by letters from the Employer and the Association requesting that a time and place for a hearing be set as soon as possible. The arbitrator's award shall be final and binding, subject to the limits of authority stated below.

17.6 The arbitrator's function is to interpret the Agreement. The arbitrator shall consider only the particular issues presented in writing by the Employer and/or the Association. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall not decide on the merit or wisdom of any action or failure to act, but only on the contractual obligation inherent in this Agreement. If the arbitrator should find that the Employer was not prohibited by this Agreement from taking, or not taking, the action grieved, he or she shall have no authority to change or restrict the Employer's action or inaction or to substitute his or her own judgment for that of the Employer. Unless a specific provision of this Agreement expressly grants the Association or employees a right, privilege, or benefit claimed by it or them, the arbitrator shall not award any such right, privilege, or benefit to the Association or employees.

17.7 Any dispute as to procedure shall be heard and decided by the arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. If either party intends to raise arbitrability issues, the other party shall be notified in writing of the issues not later than fifteen (15) calendar days before the hearing so both sides are prepared to address the issues. The losing party as determined by the arbitrator shall bear the fee of the arbitrator; if there is no losing party, the fee will be equally shared by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party, except that witnesses who are employees of the Employer shall be paid by the Employer for normal

working time spent testifying at the hearing.

17.8 If an employee or the Association fails to process a grievance at any step within the time limits set forth above and the procedure is not waived by mutual written agreement, that grievance shall be deemed waived and such failure shall constitute a bar to any future actions thereon. If the Employer fails to answer a grievance at any step within the time limits set forth above and the procedure is not waived by mutual written agreement, the grievance shall be granted on a non-precedent setting basis.

17.9 Employee Representatives shall be granted paid time off to investigate and prosecute grievances. Such time off shall be limited to a maximum of four (4) hours per any one (1) month and may only be denied in the event of an emergency.

## ARTICLE 18

### SAFETY PRACTICES

18.1 The Employer shall furnish such safety devices and first aid kits as are required for the safety and emergency medical treatment of employees. All rubber equipment required for the protection of employees working on or in the close proximity of live electrical equipment is to be furnished by the Employer and shall be used by the employees at all appropriate times. Present practices of furnishing equipment, tools, facilities or clothing will be continued during the life of this Agreement unless otherwise mutually agreed by the Association and the Employer. False arrest and errors and omissions insurance shall be provided covering appropriate Borough employees. The Employer shall provide Hepatitis B vaccinations for all employees required by law.

18.2 A safety and first aid program will be maintained. A safety committee composed of equal representation from the Employer and the employees shall be maintained and shall meet quarterly or as needed at a mutually agreed time and place.

18.3 The Employer shall provide such training as is necessary for employees required by the Employer to hold a first aid card in order to maintain certification required by the Employer. When CPR training is provided for airport personnel, up to one (1) employee from each department shall be given the opportunity to participate in such training at Borough expense.

18.4 All employees shall be responsible for working in a safe and proper manner. Applicable federal and state occupational safety laws and regulations shall serve as standards with which all employees and the Employer shall comply. Any employee who is aware of an unsafe working condition or practice shall immediately notify his or her supervisor of same. Employees shall not expose or subject themselves to unsafe working conditions. Any disputes relating to safety practices may be submitted to either the grievance procedure contained herein or an appropriate government agency.

## ARTICLE 19

### TRAVEL

19.1 Employees of the Borough, while traveling on official business and out of town, shall be allowed actual expenses for transportation and lodging and receipted meal expenses not to exceed the amount allowed in 30.40.015 of Ketchikan Gateway Borough Code of Ordinances. Upon request, employees shall receive an advance prior to departing on authorized travel in the amount of the anticipated expense. In the performance of official duties, no reimbursement shall be allowed for more than the tourist class fare for the most direct route unless: (1) tourist class accommodations were not available, or (2) waiting for tourist class accommodations would cause a delay harmful to the Borough, or (3) the Borough Manager finds that travel by tourist class accommodation is not in the best interest of the Borough and authorizes other accommodations in advance. Time spent by nonexempt employees at the direction of the Employer at official conferences, meetings, or training sessions required by the Employer shall be considered as time worked.

19.2 The Employer shall provide the necessary vehicles required by the Employer for employees to use in the scope of their employment. Employees who use their personal vehicles on approved Borough business shall be reimbursed at the following rate:

19.2.1 The Employer shall reimburse employees for the IRS maximum reimbursable amount per mile for documented mileage driven on Borough business.

19.3 Employees who use their personal vehicles on approved Borough business in excess of three (3) days per week and twenty (20) miles per week shall be reimbursed in addition to 19.2.1 above as follows:

19.3.1 Incremental cost of vehicle liability insurance incurred as a result of use of one (1) personal vehicle per employee for Borough business.

19.3.2 Actual expenses incurred for monthly parking at a lot, space, or garage designated and approved by the Employer.

## ARTICLE 20

### EMPLOYMENT PRACTICES

20.1 If an employee's personal tools required by the Employer to be used in the performance of assigned duties are destroyed or damaged as a result of normal usage, fire, storm or flood while stored in the Employer's premises or carried in the Employer's equipment, the Employer will replace or repair such tools at no expense to such employee upon presentation of proof of loss. The Employer will also replace such tools when stolen if evidence of forcible entry or other physical evidence of theft is presented and the employee has filed a complaint with the police department.

20.2 The Employer shall reimburse regular full-time employees for the difference between available medical and/or industrial insurance benefits and the cost of repairing or replacing (at the Employer's option) up to one pair per year of eyeglasses broken on the job, provided proof of job-related loss is submitted.

20.3 The Employer shall continue for the term of this Agreement its past practice with respect to furnishing and replacing protective clothing; provided, however, that employees issued clothing that requires dry cleaning shall be reimbursed for the reasonable and actual cost of dry cleaning such clothing. In the event changes in the working conditions necessitate working outside for extended periods of time, the Employer shall provide suitable protective clothing for the use of the employees affected.

20.4 The Borough shall maintain one (1) official personnel file on each employee and each employee shall have access to that file. A supervisor may maintain a working file, but it is recognized that a working file is not the official personnel record. Access to these files by other than the Borough Manager, Assistant Borough Manager, Human Resources Manager, legal counsel, Administrative Assistant to Borough Manager, the employee's department head and/or supervisor, and the Manager's executive secretary shall not be allowed without prior approval of the Borough Manager and the employee involved. Employees will be given a copy of their file(s) on reasonable written request. Employees shall be advised of and receive copies of all material before being placed in their personnel files. Derogatory material will be removed from the employee's file after one (1) year upon written request to the Borough Manager, or his or her designee, provided no further incidents of a similar nature occur within that period.

20.4.1 Medical records shall be kept in a separate file which shall be maintained in the Borough Manager's office. Access to medical records shall be restricted to the Borough Manager, Assistant Borough Manager, Human Resources Manager, legal counsel, the Administrative Secretary to the Manager.

20.5 Changes on time cards that involve an employee's rate of pay or hours worked shall be brought to the attention of the employee involved. Copies of employee's

time card shall be made available for inspection if requested by the employee or an authorized Association representative.

20.6 Instructions will normally and usually be given by the employee's immediate supervisor.

20.7 Any employee shall be given the necessary time off, without loss of pay, for the purpose of voting when the polls are not open at least two (2) hours before or after the employee's scheduled hours of work.

20.8 The performance of personnel who are on probationary status will be evaluated at the end of the probationary period. The Employer may evaluate at other intervals during and after the probationary period. Evaluations of personnel who have reached regular status shall be done by the anniversary date. Should an evaluation not be completed by the employee's anniversary date, the employee, if eligible, shall receive an automatic step increase on their anniversary date. Regular employees may be evaluated more often as needed but in no case more often than four (4) times in any twelve (12) month period. The original copy of the evaluation shall be incorporated into the confidential personnel files. Supervisors who are available who supervised the employee during the evaluation period may submit written comments to the evaluation.

20.9 If the evaluation is late, it shall not delay the transition from probationary to permanent status.

20.10 The evaluation shall be reviewed by the rater with the employee. Employees will not be required to write their final performance evaluation.

20.11 The parties recognize that for an evaluation to have meaning it must have a reasonable nexus to the period for which the evaluation is written. Any evaluation that is more than forty-five (45) days late shall be considered void and the employee's record will be annotated as satisfactory for the period.

20.12 Copies of letters of commendation received by the Employer will be distributed to all involved employees.

20.13 Drug and Substance Abuse Policy. The parties recognize that federal law mandates that the Ketchikan Gateway Borough establish and maintain a drug free workplace. Accordingly, employees are subject to the Ketchikan Gateway Borough Drug and Substance Abuse Policy.

20.14 Drug Testing. Employees who are required by law to be tested for drugs are subject to drug testing under the following circumstances: pre-employment, post-accident, random, reasonable suspicion, return to duty, and follow-up testing. All employees subject to the Drug and Substance Abuse Policy, and their supervisors, will be provided adequate

training. An employee covered under the provisions of this Article who refuses to submit to a drug and/or alcohol test will be considered to have failed the test. Refusal to take a required test or failure of the test will result in removal from all safety sensitive functions. Additional disciplinary action up to and including termination may result following the Ketchikan Gateway Borough's normal procedures for employee discipline.

20.15 Bargaining unit work. Supervisory personnel generally will not perform work which is exclusively within the job description of APEA-represented employees who work at Ketchikan International Airport (unit members) when such work does not appear in any supervisor's job description. For the purposes of this Section, and for no other purposes, such work shall be referred to as "bargaining unit work". Supervisory personnel may perform bargaining unit work in the following circumstances;

- a. Emergency. During an emergency as defined in Section 3.7 of this Agreement, a supervisor may perform bargaining unit work.
- b. Training. A supervisor may demonstrate how to operate equipment or otherwise perform bargaining unit work while training a Borough employee.
- c. Maintenance. A supervisor may perform bargaining unit work when necessary to determine whether maintenance is needed or whether maintenance has been satisfactorily completed on any Borough vehicles or equipment.
- d. De minimis. A supervisor may perform bargaining unit work when the work involved is minimal. Any work which requires less than twenty (20) minutes of the supervisor's time shall be deemed to come within this de minimis exception. Other, more lengthy exceptions, may also apply.
- e. No unit member available. When a supervisor has made a reasonable, good faith effort to locate a unit member to do bargaining unit work, or when a supervisor has actually offered bargaining unit work to a unit member and no unit member is available who will accept the work, the bargaining unit work may be done by available personnel who may be supervisory personnel or other personnel.

## ARTICLE 21

### NONDISCRIMINATION

21.1 The Employer and the Association agree that there shall be no unlawful discrimination against any employee or applicant for employment because of race, color, religion, age, sex, national origin, disability, marital status, change in marital status, pregnancy, parenthood, political affiliation or political belief, except as permitted by law and unless one of the foregoing factors constitutes a bona fide occupational qualification; provided, however, that a claim that this provision has been violated shall not be subject to Step IV of the grievance procedure of this Agreement unless mutually agreed to by the parties hereto, and provided further that any claim, complaint or charge that this provision has been breached or violated shall be deemed waived and unenforceable and the Employer and Association thereby released from any liability if not filed with the appropriate administrative agency and/or court of law within one hundred eighty (180) days of the alleged act of discrimination.

## ARTICLE 22

### ASSOCIATION SECURITY

22.1 All full-time and part-time employees covered by this Agreement shall share in the costs of maintaining and operating the Association as their collective bargaining agent and shall be members thereof in good standing, or become members within thirty (30) days of their date of hire or the signing of this Agreement, whichever is later, or comply with agency shop procedure. For the purpose of this Agreement, agency shop means an Association security clause which provides that an employee in the bargaining unit who refuses to join the Association must pay a service fee to the Association equal to Association dues.

22.2 During the term of this Agreement, the Employer shall deduct from the wages of employees covered by this Agreement and pay over monthly to the proper officers of the Association any membership and initiation fees, dues or equivalent service charge for those employees who individually and voluntarily authorize such deduction in writing by signing the membership form attached hereto as Appendix B. The Employer will not be held liable for deduction errors but will make proper adjustments with the Association for errors as soon as practicable. The Association will hold the Employer harmless for any action taken at the written direction of the Association pertaining to this article. Along with the monthly remittance of dues to the Association, the Employer shall provide the Association with a list of bargaining unit members designating those who individually and voluntarily execute Appendix B, their job titles, the hire date and the amount withheld on behalf of each such member.

22.3 The Association shall appoint up to four (4) Employee Representatives and so notify the Employer as to their names and specific duties. No other employee or member of the Association, outside of Association Representatives or its appointed Employee Representatives, shall represent the Association.

22.4 Employee Representatives shall perform work for the Employer to the same extent as other employees. After giving written notice to or having made an appointment with the Department Director, authorized Association or Employee Representatives shall be allowed admission to any shop or job at any reasonable time for the purpose of investigating conditions existing on the job. Such authorized representatives shall confine their activities during such investigation to matters relating to this Agreement and shall not interfere with the work of employees or the Employer's operations. No Association business shall be performed during working time except as specifically authorized by this Agreement.

22.5 The Association shall have the right to use those bulletin boards designated for job postings through the Labor-Management Committee process for posting official

Association notices and bulletins.

22.6 Where there is appropriate available meeting space in Borough-owned or leased buildings, 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.

## ARTICLE 23

### GENERAL PROVISIONS

23.1 Any and all agreements, written and verbal, previously entered into by the parties hereto are in all things mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

23.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended with the mutual consent of the parties in writing at any time during its term.

23.3 Should any article, section or provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted statute, ordinance or other law, or by the decree of judgment of any court of competent jurisdiction, the invalidation of such article, section or provisions will not affect the remaining portions hereof and such other parts and provisions will remain in full force and effect. Upon the invalidation of any article, section or provision hereof, the parties will meet and negotiate the parts and provisions concerned within thirty days (30) days from the date the fact of such validations is communicated to them; provided, however, that the parties may mutually agree to extend the time for such negotiations. If there is any conflict between the terms of this Agreement and any Department of Human Resources memoranda or rules of the merit system in effect at the time of signing of this Agreement, the terms of this Agreement will supersede those memoranda or rules in their application to the bargaining unit for the duration of this collective bargaining agreement, unless agreed to by the bargaining unit prior to implementation by management. Any future rules or policies which conflict with this agreement regarding a topic which is a mandatory subject of bargaining shall not be applied to this bargaining unit or its members until and unless the application of such policies or rules is negotiated with the bargaining unit.

23.4 Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided for herein.

23.5 For all matters related to this Agreement and the administration thereof, the following persons shall be the sole contacts for the parties for all notices, written or oral, correspondence, and other communications:

**BOROUGH:** Borough Manager  
Ketchikan Gateway Borough  
344 Front Street  
Ketchikan, Alaska 99901

**APEA:** Business Manager  
Alaska Public Employees Association/AFT  
211 Fourth Street, Suite 306  
Juneau, Alaska 99801

## **ARTICLE 24**

### **TERM OF AGREEMENT**

24.1 This Agreement shall become effective at 12:01 a.m. on October 1, 2008, and shall continue in full force and effect through and including 11:59 p.m., September 30, 2011, and shall continue in full force and effect from year to year thereafter unless notice of desire to amend this Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of a date stated in such notice to terminate, which date shall not be earlier than the date of expiration, and shall be at least thirty (30) days subsequent to the giving of such notice to terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

KETCHIKAN GATEWAY BOROUGH

\_\_\_\_\_  
Borough Clerk

By \_\_\_\_\_  
Borough Manager

Approved as to form:

ALASKA PUBLIC EMPLOYEES  
ASSOCIATION/AFT

\_\_\_\_\_  
Borough Attorney

By \_\_\_\_\_  
Bruce Ludwig, Business Manager

By \_\_\_\_\_  
Gavin Charrier, Local President

By \_\_\_\_\_  
York Smith, Member-Negotiator

By \_\_\_\_\_  
Jim Pomplun, Member-Negotiator

By \_\_\_\_\_  
Bret Hiatt, Member-Negotiator

By \_\_\_\_\_  
Steve Franklin, Member-Negotiator

By \_\_\_\_\_  
Paul Lamm, Member-Negotiator

By \_\_\_\_\_  
Pete Ford, APEA-AFT

**APPENDIX A**  
**SCHEDULE OF PAY CLASSIFICATIONS**

POSITION	GRADE
Accounting Technician .....	48
Accounting Technician/Accounts Payable & Fixed Assets Specialist.....	48
Accounting Technician/Customer Service Representative.....	48
Airport Custodian .....	35
Airport Equipment Mechanic I/Aircraft Rescue & Firefighter.....	68
Airport Equipment Mechanic II/Aircraft Rescue & Firefighter .....	74
Airport Safety Officer I .....	68
Airport Technician/Aircraft Rescue & Firefighter .....	58
Airport Maintenance Laborer.....	47
Appraiser I .....	55
Appraiser II .....	74
Assistant Planner .....	60
Associate Planner .....	70
Auditor .....	60
Bus Driver I .....	48
Bus Driver II .....	50
Community Relations/Code Compliance Planner.....	65
Ferry Toll Collector .....	40
Field/Facility Officer (Animal Control) .....	48
Firefighter/EMT.....	65
Kennel Attendant .....	35
Mapping Technician.....	65
Mechanic.....	65
Planning Technician .....	55
Platting/Zoning Clerk.....	60
Planning & Community Development Secretary.....	45

A. Probationary employees shall receive a one step increase upon successful completion of their probation.

B. Regular employees shall advance one (1) step on the pay schedule upon completion of the following: 2080 paid hours in that position, but no sooner than their anniversary date. Regular employees may advance one (1) additional step (for a maximum of two [2] steps) on the pay schedule, if the employee conforms to the parameters for a two (2) step increase as determined by Borough-wide merit policy.

C. An employee who is promoted to a higher paid position shall be placed on Step A on


the schedule at the rate for that position, or at a Step for the new position which is equal to or greater than the employee's previous pay rate plus 3.0 %, which ever is greater.

D. Effective July 1, 2009, and continuing on every July 1 for the life of this contract, the covered employees shall receive a two-step (3.022%) cost of living adjustment (COLA), or the Ketchikan Gateway Borough Assembly authorized cost of living adjustment, whichever is higher. It is the intent of the parties to guarantee a minimum COLA, but not to compound or pyramid such COLAs.

E. If any new employee (new hire) is hired into a position within the bargaining unit at an advanced step placement within the same job title as an existing employee who has been employed in that same job title for five (5) years or more (incumbent), the pay rate for any incumbent whose rate of pay is less than the new hire's placement shall be increased so that the incumbent is one step above the starting pay of the new hire.

## APPENDIX B

### Assignment of Wages to Cover Association Dues

	<h2 style="margin: 0;">Alaska Public Employees Association/AFT Membership Form</h2> <p style="margin: 5px 0 0 0;"><i>Please Fill Out Completely and Clearly</i></p>
---	---

Social Security #	Last Name	First Name	M.I.
- -			

I authorize monthly payroll deductions in the form of: *(You must check one. If you do not check one, you will automatically be a full service member.)*

I elect to join APEA/AFT as a Member with full membership benefits, privileges and voting rights. Dues, initiation fees, business leave and assessment costs are determined by the bylaws and individual collective bargaining agreements. Membership in APEA/AFT is **NOT** a condition of employment. I authorize deduction of the monthly membership charges.

I elect to be an Agency Fee Payer. Deduct representational service fees, (subject to the limitations of applicable Alaska and federal laws) initiation fees, business leave and assessment costs determined by either the bylaws or individual collective bargaining agreements. This service fee is limited to the cost of union representation and **IS** a condition of employment. Agency Fee Payers are not entitled to the benefits, privileges or any voting rights of union membership. The reduced agency fee may be less than the full cost of membership. I authorize deduction of these fees.

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Telephone ( \_\_\_\_\_ ) \_\_\_\_\_ Home Email \_\_\_\_\_

Employer \_\_\_\_\_ Department \_\_\_\_\_ Division \_\_\_\_\_

Physical Work Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Work Telephone ( \_\_\_\_\_ ) \_\_\_\_\_ Work Email \_\_\_\_\_

I am joining the following APEA/AFT Bargaining Unit *(please check one)*:

<input type="checkbox"/> Alaska Housing Maintenance and Custodians	<input type="checkbox"/> City of Petersburg	<input type="checkbox"/> Nome Joint Utilities
<input type="checkbox"/> Anchorage Council of Education	<input type="checkbox"/> Fairbanks North Star Borough	<input type="checkbox"/> Petersburg District Support Personnel
<input type="checkbox"/> City of Bethel	<input type="checkbox"/> Juneau Education Support Staff	<input type="checkbox"/> State Supervisory Unit
<input type="checkbox"/> City of Fairbanks	<input type="checkbox"/> Juneau Mental Health Professionals	<input type="checkbox"/> Totem
<input type="checkbox"/> City of Nome	<input type="checkbox"/> Kenai Peninsula Borough	<input type="checkbox"/> United Special Education Service
	<input type="checkbox"/> Ketchikan Gateway Borough	
	<input type="checkbox"/> Mat-Su Borough	

My employment status is:

Permanent Full Time       Permanent Part-Time (hrs per week) \_\_\_\_\_       Seasonal (how many months) \_\_\_\_\_       Temporary (up to 120 days)

Hire/Transfer Date \_\_\_\_\_

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

**Please complete form and mail to APEA/AFT within 30 days of hire or transfer.**

---

**For APEA/AFT use only**

HD/A \_\_\_\_\_ Packet Sent \_\_\_\_\_ Processed By \_\_\_\_\_ Date \_\_\_\_\_ I-Fee Paid

*If you have any questions on dues, fees, or the one-time initiation fee, please call the Juneau Headquarters Office.*

State Headquarters/Juneau Field Office: 211 Fourth St., Suite 306, Juneau, AK 99801, (907) 568-2334, (800) 478-9991, Fax (907) 586-5905  
 Anchorage Field Office: 1689 C Street, Suite 204, Anchorage, AK 99501 (907) 274-1688, (800) 478-9992, Fax (907) 277-4588  
 Fairbanks Field Office: 825 College Road, Fairbanks, AK 99701 (907) 456-5412, (800) 478-9993, Fax (907) 456-7478

**APPENDIX C**

**KETCHIKAN GATEWAY BOROUGH – APEA/AFT  
GRIEVANCE FORM**

1. Name of Grievant \_\_\_\_\_

2. Mailing Address \_\_\_\_\_

3. Job Title \_\_\_\_\_ 4. Location \_\_\_\_\_

5. Department \_\_\_\_\_ 6. Name of supervisor \_\_\_\_\_

7. Date grievance occurred \_\_\_\_\_ 8. Discussed with supervisor on \_\_\_\_\_

9. For each contract provision you allege was violated:

9.1 Which contract section was violated? \_\_\_\_\_ 9.2 When was it violated? \_\_\_\_\_

9.3 Who violated it? \_\_\_\_\_ 9.4 How was it violated? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. If more than one contract provision was allegedly violated:

10.1 Which contract section was violated? \_\_\_\_\_ 10.2 When was it violated? \_\_\_\_\_

10.3 Who violated it? \_\_\_\_\_ 10.4 How was it violated? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. If more than two contract provisions were allegedly violated:

11.1 Which contract section was violated? \_\_\_\_\_ 11.2 When was it violated? \_\_\_\_\_

11.3 Who violated it? \_\_\_\_\_ 11.4 How was it violated? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee (Grievant)

\_\_\_\_\_  
Association/Employee Representative



**LETTER OF AGREEMENT  
BETWEEN THE  
ALASKA PUBLIC EMPLOYEES ASSOCIATION/AFT  
AND THE  
KETCHIKAN GATEWAY BOROUGH**

Re: Airport ARFF Uniform Policy

It is agreed between the parties that each Airport Technician/Aircraft Rescue Fire Fighter and Airport Equipment Mechanic II/Aircraft Rescue Fire Fighter shall receive, at the Borough's expense, uniforms on the following basis:

Current Employees And New Hires:	4 pair Uniform Trousers 4 Uniform Shirts (short, mid or long sleeve) 4 Tee Shirts (with Department Logos) 3 Pair Coveralls 1 Trouser Belt 1 Jacket/Coat 1 Sweater 1 Ball Cap 1 pair Black Work Boots 1 Metal Badge 1 Name Plate/Tag 1 set Collar Devices 8 Department & ARFF Shoulder Patches
-------------------------------------	---

Replacement (Biannually):	2 pair Uniform Trousers 2 Uniform Shirts (short, mid or long sleeve) 4 Tee Shirts (with Department Logos) 2 Department & ARFF Should Patches
------------------------------	---

Replacement: (Only when items show Significant wear.)	Any "Article of Uniform" as listed above
---	--

The parties understand that due to changing working conditions, the employer shall agree to different style options of each article of uniform as listed above. Navy, Dark Navy, or Midnight Navy shall be the primary color of the Uniform Trouser, Shirts, Sweater, Tee Shirts and Coveralls. Each individual employee shall provide their own appropriate uniform sizing and style option. All silk-screening/embroidery will be consistent with the design and style that is mutually agreed to by the employer and consensus of the employee group. Items purchased by the Employer shall remain Borough property and shall be returned to the Employer upon termination of employment with the exception of the Work Boots, Tee Shirts, and Ball Cap. Any items that are purchased by the employee shall remain the property of the employee. Any other type of protective clothing and/or safety equipment that the employer has provided the employee, as past practice, shall continue and not be affected with the addition of the above noted Articles of Uniform.

For the Ketchikan Gateway Borough:

For the APEA-AFT:

\_\_\_\_\_  
Dan Bockhorst  
Borough Manager

\_\_\_\_\_  
Bruce Ludwig  
Business Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

2008 - 2011 COLLECTIVE BARGAINING AGREEMENT  
APEA/AFT & KETCHIKAN GATEWAY BOROUGH  
2008-2011