

Collective Bargaining Agreement

between the

Kenai Peninsula Borough

and the

**Kenai Borough Employees Association,
Local 6140, APEA/AFT (AFL-CIO)**

Effective

July 1, 2023 through June 30, 2026

Table of Contents

ARTICLE 1 RECOGNITION	5
ARTICLE 2 DEFINITION OF TERMS	6
Section 1. Tense, Number, and Gender	6
Section 2. Definitions.....	6
ARTICLE 3 TEMPORARY EMPLOYEES	8
ARTICLE 4 NONDISCRIMINATION.....	9
ARTICLE 5 ASSOCIATION ACTIVITIES	10
ARTICLE 6 MANAGEMENT RIGHTS	10
ARTICLE 7 ASSOCIATION RIGHTS & RESPONSIBILITIES	11
Section 1. Participation in the Association.....	11
Section 2. Payroll Deductions.....	11
Section 3. Representatives.....	11
Section 4. Union Business Leave.....	12
Section 5. KBEA Leave Bank.....	12
Section 6. Meeting Space	13
Section 7. Intra-Borough Mail & Email.....	13
Section 8. Bulletin Boards	13
Section 9. Office Equipment.....	13
ARTICLE 8 STRIKE/LOCKOUT	13
ARTICLE 9 PROTECTION OF RIGHTS	14
ARTICLE 10 EMPLOYEE INDEMNIFICATION.....	14
ARTICLE 11 NEPOTISM	14
ARTICLE 12 HOURS OF WORK	15
Section 1. Work Shift.....	15
Section 2. Meal and Relief Breaks	15
Section 3. Schedules.....	15
Section 4. Benefits Based on Work Week.....	16
ARTICLE 13 EMPLOYEE RECORDS.....	16
Section 1. Personnel Files.....	16
Section 2. Member Review.....	17
Section 3. Association Review	17
Section 4. Secret Files	17
ARTICLE 14 PROBATION PERIOD	17
ARTICLE 15 ANNIVERSARY DATE	18
ARTICLE 16 PERFORMANCE EVALUATION.....	18
Section 1. Probationary Evaluations.....	18
Section 2. Regular Evaluations	18
Section 3. Supplemental Evaluations	18
Section 4. Evaluation Procedures	19
Section 5. Appeals	19

Section 6. Employee Success Plans	19
Section 7. Deadlines	20
Section 8. Timliness	20
ARTICLE 17 MERIT PRINCIPLES	20
ARTICLE 18 PROMOTION, TRANSFER, DEMOTION	20
Section 1. Promotion	20
Section 2. Demotion	21
Section 3. Transfer	21
Section 4. Reassignments	22
Section 5. Appendix A	22
ARTICLE 19 SENIORITY	22
ARTICLE 20 LAYOFF AND RETURN RIGHTS	23
ARTICLE 21 RESIGNATION/TERMINATION	24
Section 1. Resignation or Notice of Retirement	25
Section 2. Termination	25
ARTICLE 22 JOB DESCRIPTIONS	25
ARTICLE 23 JOB CLASSIFICATION AND PAY PLAN	26
Section 1. Obligation of the Employer	26
Section 2. Temporary Duties	26
Section 3. Lower Classification Duties	26
Section 4. Acting in a Higher Classification	26
Section 5. Reclassifications	27
Section 6. Wage Schedule	28
Section 7. Professional or Licensure Pay	28
Section 8. 56-hour	28
Section 9. Training Duty	29
Section 10. Certification/Notice	29
Section 11. Hazardous Duty	29
ARTICLE 24 PAY PRACTICES	29
Section 1. Pay Days	29
Section 2. Effective Date of Increases	29
Section 3. Itemized Deductions	30
Section 4. Termination Pay	30
Section 5. Overpayments	30
ARTICLE 25 DISCIPLINE	30
ARTICLE 26 GRIEVANCE/ARBITRATION PROCEDURE	31
Section 1. Purpose	31
Section 2. Grievance Procedure	31
Section 3. Grievance Steps	31
Section 4. Selection of Arbitrator	32
Section 5. Arbitration Hearing: Procedure	32
Section 6. Arbitration: Decision	32
Section 7. Abandonment of Grievance	33
Section 8. Extension of Time Frames	33
Section 9. Grievance of Termination	33
Section 10. Employment Status	33
Section 11. Class Action Grievance	33
Section 12. Delivery of Grievances and Responses	33
Section 13. Time	33

ARTICLE 27 TRAINING	34
Section 1. Training Required by the Employer	34
Section 2. Career Development Grants	34
Section 3. Elective Training	35
ARTICLE 28 SAFETY, UNIFORMS, EQUIPMENT	35
Section 1. Safety Devices and Uniforms	35
Section 2. Reimbursement for Damaged Property	36
Section 3. Responsibility for Borough Property	36
Section 4. Safety and Safety Committee	36
Section 5. Drug and Alcohol-Free Workplace	37
Section 6. On the Job Injuries	37
ARTICLE 29 OVERTIME, STANDBY, CALL BACK AND SHIFT ASSIGNMENTS	37
Section 1. Overtime Rates	37
Section 2. Standby Time Pay	38
Section 3. Call Back Pay	39
Section 4. Scheduling Changes	39
ARTICLE 30 LEAVE AND HOLIDAYS	40
Section 1. Jury Duty and Court Leave	40
Section 2. Workers' Compensation Leave	40
Section 3. Personal Leave	41
Section 4. Leave Donations	43
Section 5. Paid Holidays	44
Section 6. Family and/or Medical Leave of Absence (FML)	45
Section 7. Leave without Pay (Non-medical)	47
Section 8. Paternity Leave	48
Section 9. Adoptive Leave	48
Section 10. Bereavement	48
Section 11. Military Spousal Leave	48
ARTICLE 31 INSURANCES, RETIREMENT	48
Section 1. Health, Life, and Travel Insurance	48
a. Medical and Prescription Plan:	49
1. High Deductible Health Plan.	49
d. Health Savings Account (HSA)	50
e. Health Reimbursement Arrangement (HRA)	50
2. Prescriptions.	50
3. Chiropractic Treatments.	50
c. Dental and Vision Plan.	51
ARTICLE 32 PHYSICALS	52
ARTICLE 33 REIMBURSABLE EXPENSES	53
Section 1. Travel	53
Section 2. Lodging	53
Section 3. Personal Vehicle Usage	53
Section 4. Meal Allowance	54
ARTICLE 34 OUTSIDE EMPLOYMENT	54
ARTICLE 35	54
ARTICLE 36 SAVINGS CLAUSE	55

Section 1. Violations	55
Section 2. Replacement	55
ARTICLE 37 PUBLICATION OF THE AGREEMENT	55
ARTICLE 38 CONCLUSION OF COLLECTIVE BARGAINING.....	55
ARTICLE 39 SUPERSEDING EFFECT OF THIS AGREEMENT.....	55
ARTICLE 40 DURATION OF THIS AGREEMENT	55
APPENDIX A.....	56
APPENDIX B.....	58
July 2023 Wage Scale.....	58
July 2024 Wage Scale.....	59
July 2025 Wage Scale.....	60
APPENDIX C.....	61

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 each submit a cover memo and position papers regarding classification to the Mayor and request the Mayor to submit for introduction a resolution to the Assembly for determination. The memo shall include 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, employees represented by 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.
- g. "Call Back" is defined as required to return to work when an employee is called into work outside of their

regularly scheduled hours.

- h. "Career Ladder" positions are Borough jobs that have multiple levels (I, II, III or Jr., Sr.) contained within the same position. Promotions to a higher level in the position, after meeting the stated requirements, are non-competitive.
- i. "Departmental Seniority" shall refer specifically to the seniority of Employees employed within a department or service area.
- j. "Division" refers to a distinct subordinate unit of a Borough department.
- k. "Employee" means a person in the employ of the Employer who is a member of the Bargaining Unit.
- l. "Employee Representative" means any Employee designated as such by the Association.
- m. "Employer" means the Kenai Peninsula Borough.
- n. "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.
- o. "Full-time" means at least 40-hours per week (56-average-hours per week for paramedics, firefighters, engineers, and captains).
- p. "Human Resources Director" means the head human resources official for the Borough.
- q. "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.
- r. "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.
- s. "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.
- t. "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.

- u. "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.
- v. "Volunteers" are those persons who do not work regularly scheduled shifts, and who respond only to emergency calls or are available for stand-by status or who work on a fill-in basis. Such Employees are not regular Employees or Bargaining Unit members. "Volunteer" is as defined by the Fair Labor Standards Act (FLSA).
- w. "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.
- x. "Part-time" means less than 40-hours per week.
- y. "Payroll year" The payroll year is based on regular pay dates and begins with the full pay period associated with the first regular pay date in January, and ends with the last full pay period that is paid in December.
- z. "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.
- aa. "Regular Status" shall refer to those Employees who have satisfactorily completed the initial probationary period.
- bb. "Travel Status" (for required training and travel) Employees shall be considered in Travel Status from the time a required and 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 overtime 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. The President of the KBEA will be provided with the temporary Employee report every pay period.

Section 2.

- a. A temporary 56-hour Employee shall receive holiday pay, personal leave, health insurance, and the minimum hourly rate of the range commensurate with their duties after he/she has worked in a position excess of 1456-hours in any consecutive 12-month period.
- b. A temporary 40-hour Employee shall receive holiday pay, personal leave, health insurance, and the minimum hourly rate of the range commensurate with their duties after he/she has worked in a position

in excess of 1040-hours in any consecutive 12-month period.

- c. The following temporary appointments may remain in temporary status and shall not be subject to the provisions of a. and b. above. These Employees shall be so informed in writing at the time they are hired.
 - 1. Substitute: A temporary appointment to a position, which is temporarily vacated by a regular Employee on leave, temporary light duty or acting in a higher capacity. Appointment shall be limited to the duration of the temporary vacancy.
 - 2. Project: A temporary appointment to complete specific work, which is anticipated to be completed within six (6) 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 I.T. as a part of school arranged work study programs.
- d. No temporary emergency service Employee or Volunteer shall be utilized to replace regular Employees who are absent for any reason unless they are qualified to perform required duties.

Section 3.

If the Employer employs (a) temporary Employee(s), to perform the same duties for eighteen (18) or more months,(LOA 2-28-2022) 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 and Association agree to comply with all state and federal laws, rules or regulations prohibiting discrimination against any person with regard to employment, membership or representation, because of race, religion, color, national origin, age, sex, sexual orientation, marital status, changes in marital status, pregnancy or parenthood, political affiliation, disability, or other protected classes as may be determined by law.

Employees have the right to use the Borough's internal discrimination complaint procedure or Alaska State Commission for Human Rights or U.S. Equal Employment Opportunity Commission. This Article (4) Section 1, is not subject to the grievance procedure.

Section 2.

The Employer and the Association agree that mutual respect between and among managers, Employees, co-workers and supervisors is integral to the efficient conduct of the Employer's business. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated. Employees who believe they are subject to such behavior should raise their concerns with the Human Resources Department and an appropriate manager or supervisor as soon as possible, but no later than thirty (30) days from the occurrence.

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. Management rights shall be exercised in a manner consistent with applicable federal, state and local laws. 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 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.

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.

- j. 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.

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.

ARTICLE 7 **ASSOCIATION RIGHTS & RESPONSIBILITIES**

Section 1. Participation in the Association

- a. Any Employee who is filling a Classified Full or Part-time paid position may join the Association.
- b. The Borough shall provide written notice to the Association of the name, hire/transfer date, position, department, contact information, scheduled time and day of on-boarding appointment and work location of any new hire or transfer into any of the job classifications represented by the Association. The Borough will allow the Association to meet the Employee at Human Resources during the on-boarding process, not to exceed twenty minutes, to explain representation services provided by the Association and to provide them with an Association membership packet and membership form. Any completed and signed membership forms will be given to the HR Assistant by the Association for processing.
- c. The Employer shall provide each Classified Employee with a copy of the signed Agreement.
- d. The Borough will send the Association a monthly report of all bargaining unit members to include name, hire date, mailing address, phone number and position.

Section 2. Payroll Deductions

- a. Deductions for membership dues or voluntary fees will be made beginning with the first pay period following receipt of a signed deduction form.
- 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 member status may do so after signed written notice to the Association and the Human Resources Director. Signed written notice received by either party will be shared with the other within three (3) business days. Deductions will cease or begin the first full pay period after the Association and the Human Resources Director receive the signed notice.

Section 3. Representatives

- a. The Association may have Employee Representatives who shall be authorized to handle complaints and grievances. 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. 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 five (5) hours per week for the purposes provided in this section. Such time will be documented on time sheets. The Association will endeavor to use the most economical method possible in providing representation.
- 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 Employees 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.
- d. Time spent by Employee Representatives on Association/representational activities will not count towards over-time unless authorized by the Employer.

Section 4. Union Business Leave

Employees granted Union Business 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 seven (7) 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 Union Business Leave for all time necessary for the conduct of contract negotiations, including reasonable time for negotiating committee meetings outside of the negotiations themselves.
- b. Union Business 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 Union Business 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 Union Business Leave for the purpose of conducting Association business. Such time shall not normally exceed five (5) hours per week.
- e. Time spent by Employee Representatives on Union Business will not count towards over-time unless authorized by the Employer.
- f. At no time shall the use of Union Business Leave create an inability for the Employer to provide the basic services of a department.

Union Business Leave will not be unreasonably denied by the Employer.

Section 5. KBEA Leave Bank

- a. There is hereby created a KBEA 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 Union Business 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 6. 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. In the event usage by the Association creates additional costs to the Borough, the additional costs may be assessed to the Association.

Section 7. Intra-Borough Mail & Email

The Association shall have the privilege of using the Intra Borough mail and email 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 8. Bulletin Boards

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

Section 9. 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, 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.

The Employer shall take reasonable precautions to protect all rights afforded Employees as individuals and collective bargaining members under the US Constitution, Alaska Constitution and all other governing bodies.

ARTICLE 10
EMPLOYEE INDEMNIFICATION

The Employer shall, to the maximum extent permitted by law, indemnify and hold Employee harmless from any acts or decisions made in good faith while performing services for the Employer. To the same extent, the Employer will pay, and subject to limitations, advance all expenses and reasonable attorneys' fees and costs of court-approved settlements, actually and necessarily incurred by Employee in connection with the defense of any action, suit or proceeding and in connection with any appeal, which has been brought against Employee by reason of his services as an Employee.

If an Employee receives notice of suit, they shall notify the Employer within seven (7) days of receipt of such notice. Upon notification, the Employer shall first determine whether the Employee's actions are subject to indemnification (whether the actions were performed within the scope and authority of the Employee's job duties and were not grossly negligent). The Employee will be notified of the Employer's decision regarding eligibility within seven (7) days of receipt of the notice.

If the Employer determines that an Employee is eligible for indemnification, the Employer shall have the right to assume the defense of any claim by legal counsel of its choosing, to demand mediation, and to enter into a settlement thereof without the consent of the Employee, unless such settlement involves any liability or obligation for which indemnity is not provided by the Employer hereunder or otherwise, in which event consent of the Employee shall not be unreasonably withheld.

If at any time a legal determination is made, either by a court of competent jurisdiction, via settlement documents agreed to by the Employee, or any other legally binding means, that the Employee acted beyond the scope of the Employee's authority or with willful misconduct or gross negligence, the Employer shall have no continuing liability of any kind to continue the defense and indemnification of the Employee or any other person, including the continued obligation to pay costs. In such situations, the Employer shall have the right to recover all costs paid on behalf of the Employee from the Employee.

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 except:
 1. A family member may not be selected, or promoted into a position where that individual would be supervised by another family member.
 2. A family member may not be a selecting official for, nor on a selection committee where another family member has applied to the position.

3. A family member may not be placed in a position where another family member can as part of their regular responsibilities, influence duties, or assignments.
 4. A family member shall not administer performance ratings or discipline.
- 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. In the case of initial hire or promotion, parents-in-law and children-in-law will also be defined as family.
 - d. There may not be less than two (2) levels of supervision between family members in the same division or shift.

ARTICLE 12 **HOURS OF WORK**

Section 1. Work Shift

- a. A standard work week will normally consist of forty (40) hours worked in eight-hour increments over five (5) consecutive days. A standard work schedule will not include a shift of less than three (3) consecutive hours in a workday. Shift assignments 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. 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 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 during the first half of the shift (at least four hours) and a total of fifteen (15) minutes of relief break(s) during the second half of the shift (at least four hours).
- c. Uniform smoking/vaping 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. Schedules

- a. The pay period shall begin on Saturday at 12:00 a.m. and end on Friday at 11:59 p.m.

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 (from a combination of regular, holiday and leave 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. Information Technology, Maintenance, and Custodial employees may be scheduled to work Saturdays.

Alternate work schedules such as four-tens, rotating nines and four-twelves may be utilized by written agreement between the Employee and Supervisor. Schedule changes may be made with thirty (30) calendar days' written notice prior to the implementation date. The 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 changetime.

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. 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 Human Resources Director. All documentation which may be used to support disciplinary action and evaluation will be retained by the Human Resources Department for a period of five (5) years and then sealed. All sealed disciplinary or performance records shall remain sealed and shall be retained for the duration of the existence of the personnel record. Sealed Document will only be opened by the Human Resources Director, or Borough Attorney or designee in the absence of the Borough Attorney, 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 or as required by law.

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 the discussion record with employee comments as it is placed in the Supervisor's file.

All informal or formal discussion records, disciplinary actions and performance reviews 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.

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. Secret Files

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 at the discretion of the supervisor, with concurrence of the department head, an Employee who has worked as a temporary employee in the same position within the last year prior to his hire for the Classified position may receive day-for-day credit toward the probationary period up to a maximum of one half the required period. 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 Human Resources Director. If the Human Resources Director does not concur with the department head, the decision shall be made by the Mayor.
- c. 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, or hired into another job family 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 or placed 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. Former Employees who have previously completed probation and are rehired into the same job family

within eighteen months from the date employment terminated (including layoffs) shall not be required to complete a probationary period.

- h. For g. 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 Employees on approved Family Medical Leave or Maternity/Paternity Leave.

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

Employees on probation following a promotion will be evaluated at 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 may be required per Borough policy. A step increase may be denied through this evaluation if the Employees' performance is below average. The Supervisor may complete an evaluation (before the anniversary date) including an Employee Success Plan as set out in section 6 below. If the Supervisor has not completed the evaluation process by the Employee's anniversary date, 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.

Section 3. Supplemental Evaluations

A 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 Employee Success Plan. 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 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 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. Employee Success Plans

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 an Employee Success Plan that:

- a. identifies and describes specific gaps in performance,
- b. 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 Employee Success Plan shall be discussed and clarified with the Employee within 15 days from the time the Employee receives the evaluation, 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 Employee Success Plan and 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. Timeliness

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. Actions taken under this Article shall be made without regard to race, religion, color, national origin, age, sex, sexual orientation, marital status, changes in marital status, pregnancy or parenthood, political affiliation, or disability.
- 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. The position vacancy will be posted for a period of not less than seven (7) calendar days. Interested Employees must apply to the position before the end of the announcement period. Employees may apply during both internal and external announcement periods. 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 below, the most suitably qualified Regular Status Employee who applies for a position may be promoted.
- c. The provisions of this Article do not apply to career ladder promotions.
- d. Open or vacant positions shall be filled based on merit and subject to the following criteria:
 - 1. In house posting - The Borough values the contributions and experience that in-house applicants bring. Internal applicants will be given due consideration for all positions.

- a. Employees need not meet the minimum qualifications to apply.
 - b. All internal applications will be reviewed at or before the close of the internal application period. Employees not meeting the minimum qualifications will be formally notified at the close of the application period in which they applied.
 - c. All internal applicants that meet minimum qualifications will be afforded an interview.
 - d. The hiring manager may select from the internal candidate pool of qualified candidates prior to exercising the option of advertising externally.
- 2. All candidates must satisfactorily pass examinations when applicable.
 - 3. Personnel evaluations received in the last two years may be considered for internal applicants.
 - 4. Applicants interested in applying must submit all necessary application materials identified in the announcement by the closing date.
- e. 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.
 - f. 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. All transfer requests must be reviewed and approved by the Human Resources Director.
- b. 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.

- c. 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.
- d. Employees transferring to a lesser job as a result of "Bump-down" due to Layoffs shall be frozen in pay rate 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.
- e. 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. Reassignments

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 may reassign or transfer the incumbent Employee with the reassigned or consolidated function(s) with thirty (30) calendar days written notice or earlier by mutual agreement.

Section 5. Appendix A

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.

No Appendix A employee may directly displace a current Bargaining Unit member.

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 employment in any Classified position (based upon date of hire) represented by the KBEA. Employees hired before July 1, 2016 will be given credit on an hour-for-hour basis for any temporary service within the previous three (3) years prior to regular position hire.

Section 2.

An Employee discharged for Just Cause will lose his/her seniority standing.

Section 3.

The 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 shall retain seniority rights in the Bargaining Unit for a period of twelve (12) 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) months above shall be the most recent date of appointment to a position covered by the Collective Bargaining Agreement.

Section 6.

Seniority for leave and shift bids shall be measured within a department/service area. Departmental/service area Seniority shall be determined based on continuous employment in any Classified position within the Department/service area.

Section 7.

In the event the Borough consolidates or transfers 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.

The Employer will meet and confer with the Association fourteen (14) days prior to issuance of layoff notices to Employees to explore alternatives to layoff and discuss affected Employees. Alternatives may include Employees who volunteer to take leave without pay or to work a reduced work week.

Section 2.

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 the Borough. 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.

Section 3.

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 willing and qualified to work. No temporary Employees shall be used for regular shift work while regular Employees are in Layoff status and are willing and qualified to work in the position.

Section 4.

When layoffs are determined, the Employees affected will be given a minimum of thirty (30) days' notice or the equivalent pay that the Employee would have earned under their normal work schedule for the notice period.

Section 5

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. Employees transferring to a lesser job as a result of such a "Bump-down" due to layoffs shall retain their anniversary date, seniority and benefits. The Employee will be placed above the maximum rate of pay for the new range, the member will remain "frozen" for a period of 24 months after which he/she will be placed at the maximum rate of pay for the new position.

Section 6.

A laid-off Employee shall have the right to a preference for any temporary position in the Employer for which the laid-off Employee is qualified. The laid-off Employee shall enter the range of classification advertised for the position, but shall retain his/her longevity steps. The Employee shall remain on layoff status during periods of non-regular employment with the Employer.

Section 7.

The Employer will offer a qualified Employee scheduled for layoff a vacant bargaining unit position of an equal or lower classification before hiring any other person. When two (2) or more Employees have relatively equal qualifications, the Employer shall appoint the Employee with the most seniority.

Section 8.

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 Resources 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 Resources 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 9.

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 10.

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 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 11.

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 12.

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

Section 1. Resignation or Notice of Retirement

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. The Employer shall send a copy of the resignation to the Association. Other than retirement due to medical disability, the last day worked shall be recorded as the last day of employment.

At the Employer's option the Employee may be paid up to two (2) weeks' full pay and benefits at the end of the notice period in lieu of regular attendance. In this circumstance, in order to keep the Employee's recorded last day of employment be the date noticed in the resignation, the Employee must return to work as assigned by the Employer on the final day in the notice. An Employee who gives more than two (2) weeks' notice of their intent to terminate their service with the Employer, may only have their employment terminated by the Employer earlier than the date noticed (except for the two (2) weeks noted above) with just cause.

Section 2. Termination

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, or other similarly egregious acts, 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.

Classified Job Descriptions are to be reviewed each fiscal year by each department head. When significant job duties have been changed and updates are necessary, the department head will make recommendations for changes, including 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 approved version of the Classified Job Description will be provided to the affected Employee(s). If an Employee objects to the approved Job description, the Employee(s) may submit a copy of the approved Job Description with attached notes, stating any objections through their department head to the Human Resources Director within two (2) weeks of receipt. The 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 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 ranges 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 Human Resources Director prior to the assignment of duties. An Employee performing the duties of a higher classification including positions listed in Appendix A for three (3) 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 Appendix A. 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 the Employer chooses to review the classification of a position, the Job Description will be evaluated and revised accordingly. The revised Job Description must be reviewed and signed by the Employee’s Supervisor and department head before being forwarded to the Human Resources Director for scoring and approval. If the change is approved, the Human Resources Director will ensure the change is made with an effective date of a pay rate change in the payroll system. The Human Resources Director will notify the department head and post a copy of the new Job Description, including footnote scoring noting the detailed letter/number enumerators of the scoring process, 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 recommended changes to the Job Description 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 Human Resources Director, requesting a change in payroll classification. If the Human Resources Director finds that there is merit in the request, he/she shall immediately make the appropriate change. If the 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 resulting change in payroll classification shall be effective on the date of the automatic approval as noted above.

- 3. Footnote Scoring.

All new or modified Job Descriptions will contain rating and scoring information in the footnote of each Job Description. The format of this information will be as follows:

Knowledge & Skills identified as KS/
Mental Effort identified as ME/
Responsibility identified as R/
Working Conditions identified as WC/

Total Points
(An example of this would be KS B12 100/ME B2 (C) 14/R B1R 22/WC A11 0/145)

A copy of all modified or new Job Descriptions containing the footnote scoring should be sent to the President or designee.

Section 6. Wage Schedule

- a. Wage schedules are posted in Appendix B.
- b. On July 1, 2023 the wage scale in Appendix B shall reflect a 6% increase from the July 1, 2022 scale. On July 1, 2024 the wage scale shall reflect a 3% increase from the July 1, 2023 scale. On July 1, 2025 the wage scale shall reflect a 3% increase from the July 1, 2024 scale. Changes to the wage scale will become effective on the first day of the first full pay period following the start of the fiscal year.
- 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 in accordance with the procedures set out in Article 16. Beginning July 2023, Employees who reach Step 12 will be eligible for a lump sum of \$750 for each two (2) years of service following the date they reach Step 12 through six (6) additional years of additional service in that Step (a maximum of three (3) lump sum payments).

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 a 7% 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 7% 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: When required by their position, 56-hour Employees who attain EMT III status shall be paid an additional 3% of the Employee's base hourly rate.
- b. Advanced EMT III (AEMT) or EMTIII expanded scope: Employees required to perform AMET or EMT III duties with expanded scope criteria, as approved by the fire service area's physician sponsor, shall be paid an additional 5% of the Employee's base hourly rate.
- c. Paramedic I Pay: Qualified Employees required to perform paramedic duties shall be paid an additional 10% of the Employee's base hourly rate.
- d. Paramedic II Pay: Qualified Employees required to perform paramedic duties shall be paid an additional 15% of the Employee's base hourly rate. Subsections A, B, C, and D shall not be combined.
- e. Dive Rescue or Technical Rescue Pay:
 1. Dive Rescue Pay: Those required to perform dive rescue duties shall be paid an additional 3% 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.

2. Technical Rescue Team (TRT) Pay: Emergency Services Employees designated by the department to be on the TRT are required to maintain specific technical certifications and perform such duties as part of the team. These Employees will receive an annual stipend of \$500 paid in September of each year for as long as they meet the qualifications as designated by the department and remain part of the TRT. TRT members may be required to have and maintain multiple technical rescue certifications to be eligible to join the TRT as designated by the department. Dive team members who participate as part of the TRT who already receive a 3% pay increase per e. above, are not eligible for this additional stipend, and dive team members may be required to hold other technical rescue qualifications. Employees who gain technical rescue certifications in anticipation of joining the TRT must be designated as TRT members by the department before they become eligible for the stipend. National Fire Protection Association (NFPA) 1006/1670 will be used as the guideline for minimum professional qualifications.

- f. Fire Investigators: Emergency services Employees who have attained State of Alaska Certification (CFI) and are required to conduct fire investigations shall be paid an additional 3% 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 3% increase beyond the normal rate of pay.

Section 10. Certification/Notice

Certification/notice must be submitted to Human Resources by the Employee for the above pay described in Sections 7-9. Eligible pay will not begin until the first payroll period after Human Resources receives 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 initially certify for asbestos removal shall receive a one-time stipend of \$100. Employees who recertify for asbestos removal shall receive a \$200 stipend each year upon recertification.

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 qualified 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 voluntarily resigns/quits, his/her wages and pay for all benefits shall be paid by the next regular pay day that is at least three (3) days after the employee's final day.

Section 5. Overpayments

Overpayments discovered after one (1) year 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 and Association, however, the payback amount will normally be no less than 10% of the original overpayment amount per pay period until paid in full. 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 the standards of 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 conduct and 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 the Employee that he/she is entitled to have a representative from the Union present at any and all proceedings. Notification shall include the subject matter and/or any allegations to be discussed.

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 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 Procedure

Grievances shall contain at a minimum the Article(s) the Employee or Association contend was violated, the date(s) of the incident(s), the facts surrounding the allegation and the relief sought.

Section 3. 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 or with the assistance of his/her Employee Representative or an APEA staff member, lodge a written complaint with his/her immediate Supervisor, outside of the bargaining unit.

The Supervisor and the Employee Representative or APEA staff member shall meet within fourteen (14) calendar days of receipt of the grievance.

The immediate Supervisor then has seven (7) calendar days following the meeting to respond in writing to the Employee Representative 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 and the Employee Representative or APEA staff member shall meet within fourteen (14) calendar days of receipt of the grievance.

The department head then has seven (7) calendar days following the meeting 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 's APEA representative may appeal the grievance in writing to the Human Resources Director 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 the Employee should reasonably have become aware of the alleged violation, whichever is later.

The 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 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 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 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 4. 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 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 5. 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 6. 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 7. 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 8. 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 9. Grievance of Termination

A grievance regarding the termination of an Employee shall be filed at Step 3.

Section 10. 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 11. 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 12. 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 delivered electronically, it shall note in capital letters the word "GRIEVANCE" in the subject line, it shall be sent return receipt, to the respondent or the person filing. The recipients will electronically acknowledge receipt. 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, USPS or email to the APEA Field Office in Anchorage.

Section 13. Time

For the purposes of the time frames in this article, a grievance or response delivered by First Class mail or acknowledged email 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 or electronic acknowledgement. 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 in pay status 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. Employees required to attend courses after their normal working hours may be placed on a temporary work schedule, including a change in regular days off.
- d. 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.
- e. Employees taking required training at the expense of the Employer must attend all training sessions, unless excused by their supervisor.
- f. Courses for maintaining job required professional certifications will be paid for by the Employer. In the event an Employee fails or is unable to complete courses the Employer may pay for a second opportunity if extenuating circumstances exist. Failure to successfully complete a job required course may render the Employee ineligible for continued employment.

Section 2. Career Development Grants

- a. The Employer agrees to set up and maintain a Career Development Grant program. Each fiscal year the Employer will contribute up to \$10,000 to this program. Regular Status Employees may apply for training. Grants may cover all or a portion of the costs of such training, up to \$1,000 per Employee per fiscal year.
- b. After approval of the Association President, the department head, and the 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 professional growth of the Employee. The Employee's department head may comment as to the degree of job-related applicability.
- d. 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 Human Resources Director. Evidence of completed course work must be presented and will become a part of the Employee's personnel file.

- e. 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

- f. Employees attending training under this section will be considered in a pay status only when training takes place during their normal working hours.
- g. The Employer may at their discretion, permit Employees to attend training under the Grant Program during work hours.

Section 3. Elective Training

- a. An Employee may request to attend non-required, work-related training. This is considered to be 'elective training'.
- b. The Employer may approve any or no portion of the cost of the elective training such as, registration, fees, materials and other related costs.
- c. In the event that travel is necessary in conjunction with elective training which has been approved by the Employer, travel and training time will be paid in accordance with the Fair Labor Standards Act (FLSA). However, time spent either in training or travel which falls outside of the requirements of the FLSA will not be compensated.

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 where required for the Employee's job. Eligibility for prescription safety glasses reimbursement will begin upon hire for Classified Employees who require and request a reimbursement, and when a new prescription requires reissue, or when breakage/damage through normal use renders a current pair unusable. Employees required to wear prescription safety glasses must provide HR with a copy of the prescription and the receipt proving purchase prior to reimbursement. Broken or unusable glasses shall be returned to HR upon request of a replacement pair.
- 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 and repaired by the Employer or the Employee shall be reimbursed for the actual cost of the uniforms or repair, at the discretion of the Employer. 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 Custodial, Solid Waste, Warehouse, Maintenance, Pool Maintenance,

Records Management and Print Shop/Mailroom (excluding office personnel) shall receive an allowance in the amount of \$16.00 per pay period for appropriate, per department policy, 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.

- d. North Peninsula Recreation Service Area Employees engaged in lifeguarding and swimming instruction shall be provided appropriate swimsuits by the service area.
- e. It is understood that the footwear, clothing, and uniforms described in b., 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 e. above is and remains the property of the Borough and is required to be turned in to the department upon termination.
- h. In the event a department or service area elects to make changes to an existing uniform policy affecting color family, fabric types, amounts or types of pieces allowed per uniform set, the KBEA will participate in the development of the revised policy prior to implementation.

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. The Employer shall not reimburse when the Employee chooses to use their personal property in lieu of Borough provided equipment. 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. Responsibility for Borough Property

It is expected that damage to Borough property may occur through normal use or accident. However, Employees have a duty to care for and protect the property of the Borough assigned to them or under their care. 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.

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

Section 4. Safety and Safety Committee

It is the desire of both parties to maintain high standards of safety and health in order to eliminate, as far as possible, industrial accidents and illness. The Borough and the Association are committed to working together to maintain a healthy, safe and environmentally friendly workplace. The parties agree that all Employees should be actively involved in creating a safe workplace and complying with all applicable safety and health policies and procedures.

It is the obligation of the Employer to exert all reasonable efforts to provide and maintain safe and healthful working conditions for all Employees. Employees have a responsibility for the observance of safe working conditions. Employees should immediately notify their supervisor of safety hazards in order to protect

themselves and others. 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 at least 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.

Section 5. Drug and Alcohol-Free Workplace

The Association and the Borough recognize the value of working together to maintain a drug and alcohol-free workplace by complying with state and federal laws, regulations, and enforcing the Borough prohibition against drugs and alcohol in the workplace, public confidence in the Borough and the services it provides is maintained. The parties commit to work together to create an environment which promotes a drug and alcohol-free workplace.

Section 6. On the Job Injuries

- a. The Employer is responsible for providing emergency treatment and transportation necessary to secure treatment for Employees in incidents of on the job injuries.
- b. When the Employee sustains injuries while in the performance of duty, the injured Employee, or someone on their behalf, must within 24 hours after the injury, give notice to the Employee's immediate supervisor. If an Employee is hospitalized, or there is a death, someone on their behalf will give notice to Risk Management Department.
- c. When an Employee designates in writing an Association Representative to assist in reporting an incident, the representative will be authorized to review documents relating to the claim.
- d. On the day of an on the job injury, time spent related to an on the job injury/occupational illness is considered duty time for pay purposes.

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 forty (40) hours straight time in a week, shall be paid at the rate of 1.5 times their regular hourly rate for all hours worked beyond forty (40) hours in that week, except as set forth in subsection d. and g. below. 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.
- b. All overtime hours must be approved prior to working the overtime.
- c. Overtime for 56-hour Employees shall be paid for any hours worked on the regularly scheduled day off, and in excess of FLSA maximums. Hours actually worked 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.
- d. At the Employee's option, in lieu of overtime pay, he/she may elect to accrue compensatory time at 1.5 times hours worked, (for 40-hour Employees, up to a maximum of 60 hours per year resulting in a

maximum accrual of 90 hours of compensatory time per payroll year and for 56-hour Employees, up to a maximum of 84 hours per year resulting in a maximum accrual of 126 hours of compensatory time per payroll year) to be used, subject to the Employer's approval, prior to the pay period ending December 31st each year. All unused compensatory time will be paid out in January at the appropriate rate. Accrued compensatory time must be used prior to the use of other paid leave types. Any unused compensatory time will be paid out upon termination, or if the Employee remains employed, upon expiration of this contract. This section will sunset with the expiration of this contract.

- e. Overtime shall be distributed on an equitable basis.
- f. Overtime for non-56-hour Employees shall not be made available to Volunteers (or temporary Employees) unless no Employee volunteers to perform the overtime. 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.
- g. Employees exempted from the overtime provisions of the Fair Labor Standards Act (FLSA), shall not receive overtime payments. They shall be eligible for up to 160 hours of administrative leave accrual each payroll year. On the first pay period of each payroll 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 the payroll year 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. If a decision is made to switch such Employee(s) from exempted to overtime eligible, the effective date of such switch will be made not less than ninety (90) days from notice to the Employee(s) of such change.
- h. All non 56-hour Employees eligible for overtime pay will be paid at their overtime rate of pay, or can claim compensatory time for all hours actually worked on their regular day off (RDO) or the sixth and seventh consecutive day without a day off when required to work those days by management and within the same work week. When an Employee requests and is approved to work on their RDO or sixth or seventh consecutive day to offset leave taken during the same work week, the hours worked on the requested day(s) will be considered hours worked toward the regular calculation for overtime over forty (40) in a work week, but will not automatically be paid at the overtime rate. Overtime-eligible Employees in the Roads Department will not be paid under the sixth and seventh day rule noted above, but will be paid at their overtime rate of pay for every hour actually worked on Saturday and/or Sunday. This does not supersede the Call Back Pay provisions as stated elsewhere in this article.

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. Standby pay provisions in this section, and in Section 3 – Call Back Pay, below, represent all additional compensation owed in either work status.
- b. Employees on standby status with a pager or cell phone shall receive two (2) hours pay for non-56-hour Employees and 4.25 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 or required to remain on duty to cover the next shift, with less than four (4) hours notice, 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. Time must be claimed as "callback" on the timesheet.

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. If an Employee is called back within thirty (30) minutes of the termination of a previous call, the events will be combined for the purpose of determining meal allowance eligibility. Time must be claimed under "callback" on the timesheet.
- 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 to perform work outside 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, or can claim compensatory time, 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 regular base 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 regular base 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. Jury Duty and 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. Employees who serve jury duty in the local area and who are released from duty during their regular working hours, shall return to their work place in the event that they will have two (2) or more hours of their working schedule left upon their arrival at work. 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. Workers' Compensation 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 may remain on workers' compensation leave until the first of any of the following events occurs:

1. Up to one (1) year of leave for 56-hour Employees, and up to six (6) months for all other Employees as medically required; or
2. The retirement board determines that because of the injury the Employee is entitled to retirement benefits; or
3. The Employee has returned to work following full release by his/her attending physician.

The time frames above apply for each separate injury.

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 workers' 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. Workers' Compensation 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 Employer will notify any Classified Employee applying for workers compensation leave that they may contact their KBEA representative for further assistance.
- e. The Employer has adopted return-to-work procedures outlining the process for returning Employees on workers' 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

Personal leave shall 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	6.47 hours	9.24 hours
over 2 years but less than 5 years	7.70 hours	10.77 hours
over 5 years but less than 10 years	9.24 hours	12.93 hours
over 10 years	10.77 hours	15.08 hours

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

- a. Accumulation of personal leave credit shall begin upon the date of hire. 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.
- 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, 40 for ½ time, 60 for ¾ time) of leave (personal, administrative, medical or non-disciplinary LWOP) during each payroll year (By the end of the last full pay period that is paid in December). Effective on the first payday of the new payroll year, each Employee's personal leave account shall be reduced by an amount equal to the difference between 80 hours and the amount of leave the Employee actually used.
 - 2. The Employee shall not be compensated for said unused leave, unless the Employer has not afforded the Employee a reasonable opportunity to use 80 hours (or 112 for 56-hour Employees).

All personal, administrative, medical and/or non-disciplinary LWOP leave which is actually taken shall count as part of the 80-hour minimum. 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.
4. For 56-hour Employees personal leave scheduled during the annual selection period beginning on or around October 1 of each year and ending on or around November 1. Selections shall be from January 1 through December 31 each year.
5. Except in emergency situations, personal leave which has been approved at least sixty (60) days in advance shall not be changed without mutual agreement.
6. 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.
7. 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.

1. Employees must select no later than December 29th of each calendar year, the number of personal leave hours they will cash-in during the next calendar year. Employees may cash-in personal leave up to twice per calendar year, but no more than the total amount designated by December 29th of the previous year. Only those personal leave hours expected to be earned in the year of cash-in, less eighty (80) hours, may be designated for cash-in. The submitted cash-in election is irrevocable.
2. If an Employee has designated hours for cash-in noted in a dated cash-in request for an amount less than or equal to the amount designated in f.1. above must be received by the payroll clerk seven (7) calendar days prior to the payday the payment is desired. An Employee cannot cash-in more hours than they have earned and are available, in the current payroll year.
3. Leave hours cashed-in do not count toward the minimum hour use requirement. Leave hours cashed-in will be at the Employee's normal rate of pay, not including temporary increases. Leave hours designated for (an irrevocable) cash-in must be paid out by the last regular pay day in the payroll year. Hours designated for (irrevocable) cash-in which have not been requested by the Employee during the year will be automatically cashed-in the last regular pay day in the payroll year.
4. In some cases, Employees may cash-in leave that has not been pre-selected, due to an unforeseeable emergency. In order to satisfy the IRS's requirements for an unforeseeable emergency withdrawal, the severe financial hardship must be the result of one or more of the following:

- a. Sudden and unexpected illness or accident to a participant, a qualifying dependent, or primary beneficiary; or
- b. Loss of, or damage to, the participant's property due to an accident, disaster, destruction, or theft; or
- c. Other similar, equally severe, and unforeseeable circumstances beyond the participant's control

Requests for emergency cash-ins must be made to the Director of Human Resources in writing, and must include proof of emergency circumstances. Additional documentation may be requested by Human Resources in order to assess the request's compliance with the requirements. Requests must be approved by Human Resources prior to cash-ins under this provision.

- 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 Human Resources Director shall determine, in writing, 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. Leave Donations

Members of this Bargaining Unit shall be allowed to donate personal leave to and receive personal leave from Employees in this unit or non-covered Employees for reasons of covering unpaid leave related to illness, injury (medical) or unpaid Family and Medical Leave. 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. Requests will be forwarded to Employees with a cut-off date for donations. All donations (minimum of four (4) hours and in multiples of four (4)) received in the Office of Human Resources 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. 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 Sections 2.a or 6 of this Article.
- e. 56-hour Employees may once per year, In lieu of paying back a tour trade owed for one emergency incident and/or one accumulative event, may opt to transfer the applicable amount of leave from their personal leave account to the owed Employee's leave account. The pay back shall be reconciled in one transaction. However, any leave transfers must be within one year of the trade.

Section 5. Paid Holidays

- a. All regular 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, Martin Luther King Day, Presidents' Day and Veterans' Day shall be treated as floating holidays for Maintenance Department Employees. Presidents' Day and Veterans' Day shall be treated as floating holidays for Solid Waste Landfill Employees.
- c. Except for 56-hour/week Employees and Employees in positions that are regularly scheduled for work on a rotating shift basis (weekend scheduling), 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 (4 hours for ½ time, 6 hours for ¾ time employees) 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 regularly scheduled work day of holiday compensation.
- 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, or the Employer becomes aware of a need for, 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; as a military caregiver; or for any exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.
- 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 during the FML approved absence. 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 completed and signed by the Employee. 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 the reason for requested leave is foreseeable, the form should be submitted thirty (30) days in advance of the effective date of the leave. In the event an Employee does not submit a form requesting FML, and the Employer has reason to believe that continuous or intermittent absences are due to a serious health condition, the Employer will contact the Employee and provide notice concerning his or her eligibility for FMLA leave and his or her rights and responsibilities under the FMLA, including copies or certification paperwork.
 2. All requests for FML 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.

Employees willing to work at the conclusion of Family Leave for their own serious medical condition must submit a Return-To-Work form completed by their treating physician to be reviewed and confirmed by Human Resources prior to returning.

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 Employer 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 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 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

The Employer will provide Employee life and travel insurance as follows:

- The Borough will provide a comprehensive business travel insurance policy to cover common risks faced by employees during business-related travel.
- The Borough provides the following life insurance coverage:

Life Insurance Coverage	
Basic Life Insurance	Coverage Amount

All regular employees	1 times annual salary
Spouse	\$2,000
Eligible Dependent	\$2,000
Basic AD&D Insurance	
All regular employees	Equal to employee's Basic Life coverage amount

a. Medical and Prescription Plan:

1. Plan Booklet. The Borough will publish a Plan Booklet within ninety (90) days after the effective date of this Agreement setting out the schedule of benefits.
2. Spousal Health Coverage Opt-Out Surcharge. An additional charge will be applied to Employees whose spouse declined available health coverage by their own employer or who took a reduced benefit plan, therefore shifting primary cost coverage to the Employer's plan. The surcharge for the spousal opt-out shall be \$150 per month beginning January 1, 2021 and each year of the Agreement. Employees will be required annually to affirmatively disclose via a questionnaire whether their spouse has health coverage or has declined health coverage from another source. Employees are required to notify the Employer should a spouse coverage status change occur within thirty (30) days of said change. Failure to disclose coverage offerings will result in penalties.
3. Employees who regularly work thirty (30) hours per week or more shall be considered Full-time Employees for purposes of health insurance.
4. The Emergency Room Services Non-Emergency surcharge will increase to \$250 per occurrence, effective July 1, 2016.
5. Effective January 1, 2017, approved physical therapy sessions will be limited to a maximum of twenty (20) per year.

b. The Employer agrees to continue to maintain its defined benefit health insurance as noted above. The Employer will offer a High Deductible Health Plan (HDHP).

Employees who enroll in the Employer's plans will be required to contribute to the cost of the medical and prescription coverage for themselves, enrolled spouses and/or children who are covered in these plans in accordance with the following schedule:

1. **High Deductible Health Plan.** Effective January 1, 2021, the Employer will offer a High Deductible Health Plan with a Health Reimbursement Arrangement (HRA) and a Health Savings Account (HSA).

a. Premiums. High Deductible Health Plan.

Monthly Employee Contribution (Pre-tax) Deduction	Effective 1/1/2024
Employee (self)	\$ 95
Spouse	\$ 95
Up to five (5) children, per child	\$ 25
Six (6) or more children (total)	\$ 150

- b. **Deductibles.** Effective January 1, 2021, the medical deductible in the High Deductible Health Plan will be \$2,000 per person and \$4,000 per family. Deductibles are subject to IRS requirements and guidelines and, therefore may be adjusted in order for the Borough to maintain a qualified high deductible plan.
- c. **Maximum Out of Pocket.** Effective January 1, 2021, the maximum out of pocket costs for medical services in the High Deductible Health Plan will be as follows:

Out of Pocket Maximum:	Within PPO Network	Outside of PPO Network
Individual	\$5,500 per year	\$15,000
Family	\$9,000 per year	\$30,000

- d. **Health Savings Account (HSA).** For Employees who enroll in and qualify for the HSA, the Employer will deposit \$1,500 for each Employee only or \$3,000 for each Employee and any other family member in equal monthly installments during the first pay period paid on the first pay day of each month of each year of the Agreement. The Employer’s annual contribution is prorated based upon the employee’s month of hire. HSA funds will roll over each year of the plan. Funds will not be forfeited and will transfer in accordance with applicable law and regulations upon termination.
- e. **Health Reimbursement Arrangement (HRA).** For Employees who enroll in the HRA, the Employer will deposit \$1,500 for each Employee only or \$3,000 for each Employee and any other family member in equal monthly installments during the first pay period paid on the first pay day of each month of each year of the Agreement. The Employer’s annual contribution is prorated based upon the employee’s month of hire. Unused HRA funds will roll over each year of the plan and cannot be transferred or cashed in. HRA Funds may be used to cover the deductible. Unused HRA funds will be forfeited upon termination.

2. **Prescriptions.** Effective January 1, 2024, the Prescription plan will be as follows:

4-Tier Prescription Plan		Co-Pay/Coinsurance	
Generic		\$10 co-pay/script maximum of 100-day prescription	
Preferred Brand		20% Coinsurance	
Non-Preferred Brand		30% Coinsurance	
Mail Order		Same as above	
Specialty		\$150 co-pay per script 30-day limit per prescription	

- There is one combined deductible for medical and prescriptions, \$2,000/\$4,000.
- There is one combined out-of-pocket for medical and prescriptions \$5,500/\$9,000.
- Effective July 1, 2023, participants shall not be required to utilize mail-in prescriptions.

3. **Chiropractic Treatments.**

Effective January 1, 2017, the number of allowable chiropractic visits will be increased to twelve (12) visits per year per participant.

4. **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.

5. Employees who have full medical coverage through a spouse may choose to opt out of 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.
6. 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.
7. 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.

c. Dental and Vision Plan.

Effective January 1, 2017, 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 dependents of the Employee. Within this coverage, the Borough will pay benefits for the usual and customary charges for Covered Dental Expenses which exceed \$75 per person, \$250 per family. The calendar year maximum dental benefits shall be \$2,500. All covered dental expenses are subject to the Maximum Amount and Limitations sections of the Benefit Provision.

d. Health Trust.

The Alaska Public Employees Association/AFT (AFL-CIO) has established 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.

- e.** The Employee shall be responsible for paying the Employer's cost of payroll tax associated with disability payments the Employee receives from Colonial Life 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, and the dependent care limit shall be the maximum allowed by law.

Section 3.

- a. The Employer and Association shall participate in a joint healthcare committee consisting of at least three Association members. The committee shall assist with research, monitor health care costs and usage, and assess responses from various proposed carriers/administrators on health benefits, and assist in the design of health savings benefit. The committee shall meet no less than quarterly.

- b. The committee shall develop jointly issued communications after each meeting updating members on usage, cost savings efforts and other communications as determined by the committee.

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 and conditions for these standards. These standards 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.

Refer to Appendix C – KPB Firefighter Occupational Assessment Procedures for specific test requirements.

- a. ERE's will be allowed to practice at the test location using the actual layout and equipment without limitation as their work schedule allows.
- b. ERE's who complete the test shall not be required to complete the test more than once during each twelve (12) month period.
- c. There will be no pass/fail time restraint. Success will be determined by the ERE completing the test while maintaining consistent forward momentum.
- d. 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.

- e. 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) days 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.
- f. 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 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.
- b. 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. When an Employee is required to stay overnight and does not stay in a commercial lodging shall be entitled to a payment of \$125 per night from April through September and \$100 per night from October through March.
- 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 3. 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 less 6 cents per mile 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.

Section 4. Meal Allowance

- a. A meal allowance will be allowed an Employee who is on Travel Status outside a radius of thirty (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	\$13.00
10:00 AM to 3:00 PM	Lunch	\$18.00
3:00 PM to Midnight	Dinner	\$28.00

- 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. 56-hour Employees will receive a \$120 meal allowance on the first pay date of each month.
- f. 56-hour Employees who are converted to a 40-hour Employee will no longer be eligible for the \$120 meal allowance while in the 40-hour capacity.

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 Human Resources Director. Such approval shall not be unreasonably denied and requests for such approval will be processed in a timely fashion.

ARTICLE 35

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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
PUBLICATION 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 published. The Employer shall print or be responsible for the printing of the Agreement. Per their request, each current and new bargaining unit member will receive a printed copy of the Agreement.

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.

Only Letters of Agreement and Memoranda of Understanding generated during the life of this Agreement shall have force and effect.

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, 2023 shall continue in effect until June 30, 2026, 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, 2025, 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, 2026 or January 31st of any annual extensions. Nothing herein will preclude the termination, modifications or amendment of this Agreement at any time by written mutual consent of the parties.

APPENDIX A

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. Chief of Emergency Services
 - 5. Community and Fiscal Projects Manager

- c. Office of Human Resources
 - 1. Human Resources Director
 - 2. Human Resource Specialist
 - 3. Human Resource Assistant
 - 4. Human Resource Generalist

- d. Risk Department
 - 1. Risk Management
 - 2. Safety Manager
 - 3. Environmental Compliance Manager
 - 4. Claims Manager

- e. Information Technology Department
 - 1. Director – Information Technology
 - 2. Development Manager

- f. Office of Emergency Management
 - 1. Emergency Management Director
 - 2. 911 Operations Manager
 - 3. Program Manager

- g. Purchasing and Contracting Office
 - 1. Purchasing/Contracting Director
 - 2. Procurement Management Specialist
 - 3. Project Manager and Owners Representative

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

- i. Finance Department
 - 1. Finance Director
 - 2. Controller
 - 3. Property Tax & Collections Manager
 - 4. Sales Tax Accounting Manager
 - 5. Financial Planning Manager

- j. Assessing Department
 - 1. Borough Assessor - Director
 - 2. Appraisal Manager

3. Assessment Administrative Manager

- k. Planning Department
 1. Planning Director
 2. Land Management Officer
 3. Platting Manager
 4. River Center Manager

- l. Solid Waste Department
 1. Solid Waste Director
 2. Land Fill Manager
 3. Environmental Program Manager

- m. Maintenance Department
 1. Director of Maintenance
 2. Maintenance Foreman – Project Manager
 3. Maintenance Foreman
 4. Maintenance Sr. Foreman

- n. Nikiski Fire Service Area
 1. Fire Chief
 2. Deputy Chief

- o. North Peninsula Recreation Service Area
 1. Recreation Director

- p. Central Emergency Services
 1. Fire Chief
 2. Deputy Chief

- q. Road Service Area:
 1. Roads Director

- r. Kachemak Emergency Service Area
 1. Fire Chief
 2. Deputy Chief

- s. Western Emergency Service Area
 1. Fire Chief
 2. Deputy Chief
 3. Assistant Chief

- t. Bear Creek Fire Service Area
 1. Fire Chief

- u. Seward-Bear Creek Flood Service Area
 1. Program Manager

APPENDIX B

July 2023 Wage Scale

Wage Scale - 6% Increase from Jul 1 2022

Effective the first full pay period July 1, 2023

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	19.58	20.31	21.05	21.47	21.90	22.34	22.78	23.24	23.70	24.18	24.66	25.15
H	20.95	21.73	22.52	22.97	23.43	23.90	24.38	24.87	25.36	25.87	26.39	26.91
I	22.41	23.25	24.10	24.58	25.07	25.57	26.08	26.61	27.14	27.68	28.23	28.80
J	23.98	24.88	25.78	26.30	26.83	27.36	27.91	28.47	29.04	29.62	30.21	30.81
K	25.66	26.62	27.59	28.14	28.70	29.28	29.86	30.46	31.07	31.69	32.32	32.97
L	27.45	28.49	29.52	30.11	30.71	31.33	31.95	32.59	33.24	33.91	34.59	35.28
M	29.38	30.48	31.59	32.22	32.86	33.52	34.19	34.87	35.57	36.28	37.01	37.75
N	31.43	32.61	33.80	34.47	35.16	35.87	36.58	37.31	38.06	38.82	39.60	40.39
O	33.63	34.90	36.16	36.89	37.62	38.38	39.14	39.93	40.72	41.54	42.37	43.22
P	35.98	37.34	38.69	39.47	40.26	41.06	41.88	42.72	43.57	44.45	45.33	46.24
Q	38.50	39.95	41.40	42.23	43.07	43.94	44.81	45.71	46.62	47.56	48.51	49.48
R	41.20	42.75	44.30	45.18	46.09	47.01	47.95	48.91	49.89	50.88	51.90	52.94
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	18.02	18.70	19.38	19.77	20.16	20.57	20.98	21.40	21.82	22.26	22.71	23.16
L	19.28	20.01	20.74	21.15	21.57	22.00	22.44	22.89	23.35	23.82	24.29	24.78
M	20.63	21.41	22.19	22.63	23.08	23.54	24.02	24.50	24.99	25.48	25.99	26.51
N	22.08	22.91	23.74	24.21	24.70	25.19	25.70	26.21	26.73	27.27	27.81	28.37
O	23.62	24.51	25.40	25.91	26.43	26.96	27.49	28.04	28.60	29.18	29.76	30.36
P	25.28	26.23	27.18	27.72	28.28	28.84	29.42	30.01	30.61	31.22	31.84	32.48
Q	27.05	28.06	29.08	29.66	30.26	30.86	31.48	32.11	32.75	33.40	34.07	34.75
R	28.94	30.03	31.12	31.74	32.37	33.02	33.68	34.35	35.04	35.74	36.46	37.19

July 2024 Wage Scale

Wage Scale - 3% Increase from Jul 1 2023

Effective the first full pay period July 1, 2024

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	20.16	20.92	21.68	22.11	22.56	23.01	23.47	23.94	24.41	24.90	25.40	25.91
H	21.57	22.39	23.20	23.66	24.13	24.62	25.11	25.61	26.12	26.65	27.18	27.72
I	23.08	23.95	24.82	25.32	25.82	26.34	26.87	27.40	27.95	28.51	29.08	29.66
J	24.70	25.63	26.56	27.09	27.63	28.18	28.75	29.32	29.91	30.51	31.12	31.74
K	26.43	27.42	28.42	28.98	29.56	30.16	30.76	31.37	32.00	32.64	33.29	33.96
L	28.28	29.34	30.41	31.01	31.63	32.27	32.91	33.57	34.24	34.93	35.62	36.34
M	30.26	31.39	32.53	33.18	33.85	34.52	35.21	35.92	36.64	37.37	38.12	38.88
N	32.37	33.59	34.81	35.51	36.22	36.94	37.68	38.43	39.20	39.99	40.78	41.60
O	34.64	35.94	37.25	37.99	38.75	39.53	40.32	41.12	41.95	42.78	43.64	44.51
P	37.06	38.46	39.85	40.65	41.46	42.29	43.14	44.00	44.88	45.78	46.69	47.63
Q	39.66	41.15	42.64	43.50	44.37	45.25	46.16	47.08	48.02	48.98	49.96	50.96
R	42.43	44.03	45.63	46.54	47.47	48.42	49.39	50.38	51.38	52.41	53.46	54.53
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	18.56	19.26	19.96	20.36	20.77	21.18	21.61	22.04	22.48	22.93	23.39	23.85
L	19.86	20.61	21.36	21.78	22.22	22.66	23.12	23.58	24.05	24.53	25.02	25.52
M	21.25	22.05	22.85	23.31	23.78	24.25	24.74	25.23	25.73	26.25	26.77	27.31
N	22.74	23.60	24.45	24.94	25.44	25.95	26.47	27.00	27.54	28.09	28.65	29.22
O	24.33	25.25	26.16	26.69	27.22	27.76	28.32	28.89	29.46	30.05	30.65	31.27
P	26.03	27.01	27.99	28.55	29.12	29.71	30.30	30.91	31.53	32.16	32.80	33.45
Q	27.86	28.90	29.95	30.55	31.16	31.79	32.42	33.07	33.73	34.41	35.09	35.80
R	29.81	30.93	32.05	32.69	33.34	34.01	34.69	35.38	36.09	36.81	37.55	38.30

July 2025 Wage Scale

Wage Scale - 3% Increase from Jul 1 2024

Effective the first full pay period July 1, 2025

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	20.77	21.55	22.33	22.78	23.23	23.70	24.17	24.65	25.15	25.65	26.16	26.69
H	22.22	23.06	23.89	24.37	24.86	25.36	25.86	26.38	26.91	27.44	27.99	28.55
I	23.78	24.67	25.57	26.08	26.60	27.13	27.67	28.23	28.79	29.37	29.95	30.55
J	25.44	26.40	27.35	27.90	28.46	29.03	29.61	30.20	30.80	31.42	32.05	32.69
K	27.22	28.24	29.27	29.85	30.45	31.06	31.68	32.31	32.96	33.62	34.29	34.98
L	29.13	30.22	31.32	31.94	32.58	33.23	33.90	34.58	35.27	35.97	36.69	37.43
M	31.16	32.34	33.51	34.18	34.86	35.56	36.27	37.00	37.74	38.49	39.26	40.05
N	33.35	34.60	35.85	36.57	37.30	38.05	38.81	39.59	40.38	41.19	42.01	42.85
O	35.68	37.02	38.36	39.13	39.91	40.71	41.53	42.36	43.20	44.07	44.95	45.85
P	38.18	39.61	41.05	41.87	42.71	43.56	44.43	45.32	46.23	47.15	48.09	49.06
Q	40.85	42.39	43.92	44.80	45.70	46.61	47.54	48.49	49.46	50.45	51.46	52.49
R	43.71	45.35	47.00	47.94	48.89	49.87	50.87	51.89	52.93	53.98	55.06	56.16
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	19.12	19.84	20.56	20.97	21.39	21.82	22.25	22.70	23.15	23.62	24.09	24.57
L	20.46	21.23	22.00	22.44	22.89	23.34	23.81	24.29	24.77	25.27	25.77	26.29
M	21.89	22.71	23.54	24.01	24.49	24.98	25.48	25.99	26.51	27.04	27.58	28.13
N	23.42	24.30	25.18	25.69	26.20	26.73	27.26	27.81	28.36	28.93	29.51	30.10
O	25.06	26.00	26.95	27.49	28.04	28.60	29.17	29.75	30.35	30.95	31.57	32.20
P	26.82	27.82	28.83	29.41	30.00	30.60	31.21	31.83	32.47	33.12	33.78	34.46
Q	28.69	29.77	30.85	31.47	32.10	32.74	33.39	34.06	34.74	35.44	36.15	36.87
R	30.70	31.86	33.01	33.67	34.34	35.03	35.73	36.45	37.17	37.92	38.68	39.45

APPENDIX C

FIREFIGHTER OCCUPATIONAL ASSESSMENT PROCEDURES

General: The Kenai Peninsula Borough firefighter physical agility and fitness standard is comprised of a circuit consisting of 9 simulated firefighting tasks that must be completed in a continuous and consecutive manner. Rest intervals consisting of walking either a distance of 50 or 100 feet are incorporated between each task representing tasks typically conducted at fire scenes. During the assessment process, firefighters are required to wear full protective clothing (firefighter boots, gloves, helmet, bunker pants, and a coat) and a self-contained breathing apparatus (SCBA) with the quick disconnect regulator removed. The SCBA will be equipped with a current air cylinder as used by the department.

Task #1: Hose Carry. The firefighter carries one 50-foot section of rolled 2 ½ inch hose a distance of 50 feet, touches the finish line with at least one foot and returns the same distance. The hose is then safely placed on the start line when at least one foot touches the line. This task simulates the requirement of carrying a rolled hose from a fire truck to a fire hydrant or to the fire scene. The candidate then walks 50 feet to begin Task #2.

Task #2: Ladder Raise. The firefighter picks up a 14-foot ladder from the floor, carries it a distance of 50 feet and raises it against a wall at a predetermined position. This task simulates the requirement of removing a ladder from a truck, carrying it to the fire scene, and raising it against a wall. After completing this task, the candidate walks 50 feet to begin Task#3.

Task #3: Charged Hose Drag. The firefighter picks up the nozzle end of a 100-foot section 1 ¾ inch charged hose line and drags the hose a distance of 100 feet. The firefighter then places the nozzle end of the charged hose line at the 100-foot mark when at least one foot touches the line. At fire scenes, firefighters must drag sections of charged hose from the fire truck to the fire scene. After completing this task, the candidate walks 50 feet to begin Task#4.

Task #4: First Ladder Climb. This task requires the firefighter to climb 10 rungs up and 10 rungs down on a 24-foot extension ladder. This process is repeated 2 times for a total of 20 rungs up and 20 rungs down. The firefighter must place both feet on the 10th rung prior to descending. The firefighter must place both feet on the ground prior to ascending. The fire department assessment monitor must call out the number of rungs climbed to assist the firefighter performing this task (i.e. one, two, three, etc.). It is important to only call out the rungs completed so as not to pace the firefighter by voice command. The firefighter being evaluated must determine their own pace. This task represents the requirement to climb and descend two flights of stairs. After completing this task, the candidate walks 100 feet to begin Task #5.

Task #5: High Volume Hose Pull. The firefighter is required to pull a 100-foot section of hose that weighs between 100 and 105 pounds for a total distance of 50 feet. The firefighter must use a hand-over-hand; one or two-hand pull technique. This task simulates the requirement to pull equipment onto a roof or into a burning building utilizing a hand-over-hand technique. After completing this task, the candidate walks 50 feet to begin Task #6.

Task #6: Forcible Entry. The firefighter is required to strike a 28-inch-high forcible entry simulator 30 times using an 8-pound sledgehammer. For each strike the firefighter is required to raise the sledgehammer above their helmet and strike the simulator while maintain control of the sledgehammer. The number of strikes will be counted out loud by the proctor during the task. Improper strikes will not be counted. This task simulates forcible entry into a building by either knocking down a door or a wall. After completing this task, the candidate walks 50 feet to begin Task #7.

Task #7: Victim Drag. Using an appropriate carry, the firefighter is required to drag a rescue mannequin weighing 145 pounds a total distance of 100 feet. The mannequin cannot be dragged by its clothing. A length of webbing will be pre-attached under the arms and may be used to drag the mannequin. The mannequin is dragged from the 50-foot line to the start line. Once the firefighter touches the start line with at least one foot, he/she must turn around and drag the mannequin back to the 50-foot line. The mannequin is placed on the 50-foot line when the firefighter places at least one foot on the line. This task simulates the evacuation of a casualty from a burning structure. After completing this task, the candidate walks 50 feet to begin Task #8.

Task #8: Lower Ladder. The firefighter is required to lower the 14-foot ladder using any approved technique. He/she is then required to carry the ladder a distance of 50 feet, touch the line with at least one foot, and then safely lower the ladder. This task simulates moving a ladder from one location at the fire scene to another or carrying a ladder from the fire scene back to the truck. The candidate then walks 50 feet to begin Task #9.

Task #9: Simulated Tool Carry. The firefighter is required to lift a dumbbell or other firefighter equipment weighing approximately 50 pounds from the "start line" and carry it to the 50-foot line and then turn around and carry the dumbbell back to the start line and place the dumbbell back on the ground. The clock stops when the dumbbell is safely placed back on the ground. This task represents carrying a tool to the scene.