

# COLLECTIVE BARGAINING AGREEMENT

between the

FAIRBANKS NORTH STAR BOROUGH



and the

ALASKA STATE EMPLOYEES ASSOCIATION  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
LOCAL 52, AFL-CIO



JULY 1, 2021 – JUNE 30, 2024

**ASEA/AFSCME Local 52 Contract 7/1/21 to 6/30/24**

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## **ASEA/AFSCME Local 52 Contract 7/1/21 to 6/30/24**

### **PREAMBLE**

This Agreement is made by and between the Fairbanks North Star Borough, Alaska (the Employer) (FNSB) and the Alaska State Employees Association/American Federation of State, County and Municipal Employees (ASEA/AFSCME) Local 52, AFL-CIO (the Union) covering the Employees in the ASEA Management Unit (ASEAMU).

The policy and purpose of this Agreement is to promote harmonious and cooperative relations between government and its Employees and to protect the public by ensuring orderly and effective operations of government. The Employer and ASEA/AFSCME contract will have as its purpose, among others, the following:

- A. To recognize the legitimate interest in the Employees of the ASEAMU to participate through collective bargaining in the determination of the terms and conditions of their employment.
- B. To promote fair and responsible working conditions.
- C. To promote individual efficiency and service to the citizens of the Borough.
- D. To avoid interruption of or interference with efficient operation of the Borough.
- E. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

### **ARTICLE 1 – DEFINITIONS**

#### **01.01 - Tense, Number, and Gender as Used in this Agreement**

- A. Words in the present tense include the past and future tenses, and words in the future tense include the present tense.

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- B. Words in the singular number include the plural, and words in the plural number include the singular.
- C. Words of any gender include the masculine, feminine, and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

### 01.02 - Definitions

1. **"Bargaining Unit"** in the Agreement means the ASEA Management Unit (ASEAMU), consisting of that group of positions listed in the joint consent Agreement approved by the Alaska Labor Relations Agency on October 3, 2011, or as otherwise amended through the established Inclusion/Exclusion process.
2. **"Bargaining Unit Employee"** or **"Bargaining Unit Member"** means a person occupying a position covered by the ASEA Management Unit (ASEAMU) Collective Bargaining Agreement.
3. **"Base Pay"** means the rate of pay paid to an Employee based on the Employee's level and longevity step on the salary table.
4. **"Calendar Year"** means a twelve-month period beginning January 1 and ending December 31.
5. **"Casual Employee"** is a person who is employed in a casual (temporary) capacity whose employment is not expected at the time of hire to exceed 1,040 hours in a calendar year. Casual Employees are not eligible for any fringe benefits.
6. **"Compensatory Time"** is leave time granted on an hour-for-hour basis for time worked in excess of 41 hours in a regular workweek for exempt (salaried) Employees. Compensatory time must be approved by the supervisor in advance of accrual and the maximum accrual amount is 200 hours on the books at any given time.

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7. **"Confidential Employee"** means an Employee who assists and acts in a confidential capacity to a person who formulates, determines and effectuates management policies in the area of collective bargaining, and is therefore excluded from the Bargaining Unit.
8. **"Department"** means a major functional unit of the Borough government established by the Borough Assembly.
9. **"Department Director/Division Manager"** means a person directly responsible for the administration of a department or division.
10. **"Disciplinary Action"** means imposition of certain personnel actions for just cause, (e.g., oral counseling, written reprimand, suspension, dismissal) or as a result of conduct detrimental to the Borough.
11. **"Employee Representative or Steward"** means any Bargaining Unit Member designated as such by ASEAMU.
12. **"Flex Time"** means an alternate work schedule occurring in a workweek that is mutually agreed to by the Employee and his/her supervisor.
13. **"Full-time Regular Employee"** is a person who is employed for a scheduled workweek of thirty (30) hours or more per week. A full-time regular Employee shall be eligible for benefits as set forth in this Agreement.
14. **"Longevity Date"** means the most recent date that an Employee became employed by the Borough into a benefit-eligible (regular) position.
15. **"Layoff"** means a separation from employment that is implemented because of budgetary limitations, lack of work, abolishment of position, departmental reorganization, or for similar reasons.
16. **"Part-time Regular Employee"** is a person who is employed for a scheduled workweek of twenty (20) hours up to thirty (30) hours per week. A part-time regular Employee shall receive full health benefits as provided in Article 22, however all other benefits under this Agreement shall be on a pro-rata basis. For PERS purposes only, a part-time

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Regular Employee is a person holding an authorized permanent (regular) position that is regularly scheduled to work a minimum of fifteen (15) hours up to thirty (30) hours per workweek.

17. **"Personnel Rules"** means ordinances, policies, or procedures enacted or adopted by the Employer. Any definition not set forth herein which is set forth in the Personnel Rules shall be incorporated into and shall apply to the Agreement.
18. **"Probationary Employee"** means an Employee occupying an ASEAMU position who has not completed his or her probationary period.
19. **"Regular Employee"** means a full-time, part-time, or seasonal Employee who has been retained in his/her ASEAMU position after completion of the probationary period whose position is identified as a regular position in the approved budget. A regular Employee is not allowed to hold a casual position while employed by the Borough in a regular position.
20. **"Regularly Scheduled Work Week"** means an average number of hours worked each week during the last 28 days, working backwards from the Sunday prior to the week in which the holiday occurs. The average number of hours worked each week during this 28 day period shall be deemed to be the "regularly scheduled workweek" for purposes of computing holiday pay only.
21. **"Seniority Date"** is defined as the date the Employee was last hired into a benefit-eligible position in the bargaining unit. Seniority shall be reset upon termination, except if termination was a result of a layoff, and the Employee is recalled within the layoff period. In that circumstance, the original seniority date shall remain.
22. **"Steward or Employee Representative"** means any Bargaining Unit Member designated as such by ASEAMU.
23. **"Supervisory Employee"** means an Employee having substantial responsibility on behalf of the Employer who regularly participates in the

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performance of all or most of the following functions: employ, promote, transfer, suspend, discharge or adjudicate grievances of other regular Employees, if in connection with the foregoing, the exercise of such responsibility is not of a routine nature, but requires the exercise of independent judgment. This definition will not include lead workers.

24. **“Union Member” means a person occupying a position covered by the ASEA Management Unit (ASEAMU) Collective Bargaining Agreement who elects union membership.**

## **ARTICLE 2 – RECOGNITION**

### **02.01 - Exclusive Bargaining Representative**

- A. The bargaining unit covers exempt (FLSA overtime ineligible) level professional managers and department directors unless otherwise excluded.
  
- B. The Employer recognizes ASEA/AFSCME, Local 52, AFL-CIO, the Union, as the sole and exclusive bargaining representative for the purpose of negotiating wages, hours, and other terms and conditions of employment for all positions listed in Attachment A of the Mutual Consent Petition approved by the Alaska Labor Relations Agency on October 3, 2011 “Bargaining Unit”, or as amended through the established Inclusion/Exclusion process.
  
- C. The Employer and ASEA have adopted a formal review process to determine inclusion/exclusion of newly created positions or positions reclassified due to job duty changes. However, should unresolvable

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differences as to inclusion or exclusion from the bargaining unit occur within ten (10) working days of notice of such action, either party may request the jurisdiction be determined by the Alaska Labor Relations Agency, in accordance with Alaska Statutes.

### **02.02 - Exclusions**

ASEA is not the exclusive representative for the following positions:

- A. Positions that are elected, appointed, Confidential Employees (Chief Financial Officer, various staff in Human Resources, Legal and Mayor's Office) and all non-exempt (hourly) Employees and non-supervisory Exempt Employees.
- B. All casual Employees, college interns, and high school student-trainees.
- C. FNSBEA and Laborers 942 members covered under separate union contract.

### **02.03 –New or Changed Classifications**

- A. All new positions and classifications created by the Employer shall be placed in the appropriate bargaining unit, consistent with the established review process, as noted in Section 02.01, and in accordance with the supervisory definition as articulated in Article 1.
- B. The Union shall be notified of all new or changed position descriptions that result in a bargaining unit change within ten (10) working days of such action. The notification shall include the specifications of the position description and bargaining unit placement.

**02.04 - Position Removal**

No positions shall be moved from the ASEAMU bargaining unit without written notification to the Union. If the Union does not assert their right to contest the placement with Alaska Labor Relations Agency in the established timeframe, the Employer is free to take the proposed action.

**ARTICLE 3 – UNION REPRESENTATION & ACTIVITIES**

**03.01 - Union Staff Representatives**

Union representatives who are not Employees shall be authorized to speak for the Union in all matters governed by this Agreement and shall be permitted to visit work areas with prior notice to the Employer. The Union shall provide a list of names of the Union representatives to the Employer. The Union shall provide no less than one (1) hour notice of such visits, subject to exceptions for emergency or exigent circumstances.

**03.02 - Stewards**

- A. The Union may authorize up to three (3) Stewards. The Union shall provide a written list of names of the Stewards to the Employer, and shall notify the Employer as soon as possible of any changes.
  
- B. Release time for Stewards shall not exceed a total of two hundred eight (208) hours annually to perform their official representative duties during normal working hours, including bargaining unit union business, training, handling member requests, providing information and handling grievances. Time shall be recorded on the Employee's timesheet. Administrative leave for the activities as described in this section is

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funded by the Borough and will not reduce the individual Steward/Officer representatives personal leave bank or the Union Business Leave Bank. Any hours used in excess of two hundred eight (208) per calendar year will require a deduction from the Union Business Leave Bank.

- C. Prior to engaging in their official Union duties, expected to last longer than 15 minutes, a Steward shall notify his/her supervisor. Time to perform such duties shall not be unreasonably denied.
- D. Stewards shall be allowed to post Union information on bulletin boards and may distribute Union information to other Employees covered by this Agreement during work time.

### **03.03 - Meeting Space**

Meeting space in buildings owned or leased by the Employer may be used for Union meetings provided that a request is approved in advance and pursuant to the rules of the department concerned. All Borough procedures must be followed, and if there is a published public fee charged for the usage, the Union shall pay such costs.

### **03.04 - Bulletin Boards**

The Employer agrees to provide designated space on existing bulletin boards at all facilities except the BAC and Library, where the Union shall provide a small bulletin board for posting Union information. The Employer retains the right to approve the size and location of any bulletin board provided by ASEA. No bulletin board shall be permitted in any public area. No political information or derogatory information referencing the Borough or its personnel may be posted on bulletin boards.

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The Employer will make space available on the Employer's intranet for an electronic "bulletin board."

### **03.05 - Union Use of the Employer's Email and Communication Systems**

Union representatives, Union Officers, and Stewards may use the Employer's communication systems, including e-mail, to communicate with the Employer or Employee(s) regarding official Union matters. The communication systems may not be used for political purposes or any other purpose prohibited under borough code. All communications are subject to disclosure per FNSB Policy 40.01 and 75.01.

### **03.06 - Union Business Leave**

#### **A. Establish Bank:**

The parties agree to establish a Union Business Leave Bank which shall be administered by the Employer. A monthly report of the balance and withdrawals from the bank shall be provided to the Union.

#### **B. Contributions:**

1. Eight (8) hours of personal leave shall be transferred from each Union Member's personal leave, once it equals eight (8) hours or more, to the Business Leave Bank.
2. At any time any member of this bargaining unit may voluntarily transfer personal leave in at least one (1) hour increments to the Business Leave Bank. The Employee's leave balance will be reduced by the amount of leave transferred to the bank.
3. To maintain a healthy Union Business Leave Bank, the Employer shall transfer up to four (4) hours at the start of each fiscal year from each Union Member's personal leave account to the Union Business Leave Bank. The Union shall notify the FNSB the number of hours to

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be deducted at least thirty days prior to July 1<sup>st</sup>, and the transfer shall occur during the first pay period in August. If the bank balance exceeds anticipated needs for the next fiscal year, the Union can request zero hours to be transferred.

### **C. Leave Assessments:**

Leave assessments will be made on an hour for hour basis. However, for Borough internal accounting purposes, the average wage of Employees at the beginning of the fiscal year (July 1<sup>st</sup>) for the subsequent fiscal year will be used.

When business leave is used in accordance with section 3.06(D), hours will be withdrawn from the Union Business Leave Bank equal to the hours used by the Employee. The Employee shall suffer no loss in benefits when utilizing hours from the Union Business Leave Bank.

### **D. Use of Union Business Leave:**

Leave from the Union Business Leave Bank may be used for the following purposes:

1. Absences from work for contract preparation and negotiations, including time for Union negotiation team meetings.
2. Time necessary to process grievances, including arbitrations, for the Grievant, Stewards, or elected Union Officers who may be involved and any bargaining unit witnesses.
3. Attendance of Union related training, meetings, committee assignment effort and conferences.
4. Union business in excess of the 208 hours per year of administrative leave granted for steward related activity. Requests for withdrawals from the bank shall be made only by the Union Business Manager or his/her designee. Leave must be scheduled

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as far in advance as possible and approved by the Employee's supervisor, on a form agreed to by the parties; leave requests shall not be unreasonably denied.

5. The Union shall pay up to 200 hours of wages for the members of the ASEA contract negotiating committee for the purposes of contract negotiations. The Union shall pay for contract negotiation preparation from the Union Business Leave Bank. The Employer shall match "hour for hour" up to a maximum of 200 hours, for up to three (3) negotiating committee members for the purposes of contract negotiations. If contract negotiations are not complete when the 400 total hours are exhausted, all further time needed to complete the negotiations shall either be paid for by the Union or done off-work hours (evenings, weekends, etc.), and will not be compensable for members of the Union bargaining team.

## **ARTICLE 4 – UNION SECURITY**

### **04.01 - Noninterference**

The Employer agrees that it will not in any manner directly or indirectly attempt to interfere between any Employee and the Union. It will not in any manner attempt to restrain any Employee from belonging to the Union or from taking an active part in Union affairs and it will not discriminate against any Employee because of Union membership or activity that is not contrary to this Agreement.

### **04.02 - New Employee Orientation**

The Employer will provide ASEA/AFSCME contact information to new hires during the new hire orientation. The Employer shall notify the Union of all

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new hires within the bargaining unit on a bi-weekly basis, upon completion of the payroll process. ASEA Staff/Employee Representative shall be allowed a maximum of thirty (30) minutes time, during normal working hours, with the new Employee to provide a Union new Employee orientation.

### **04.03 - Agency Shop**

- A. All Employees in positions covered by this Agreement shall be provided the option to become a member of the Union.
  
- B. The Union dues for Union Members will be an amount set by the Union.

### **04.04 - Payroll Deductions**

- A. Upon receipt by the Employer of an Authorization for Payroll Deduction of Union Dues/Fees dated and executed by the Employee, the Employer shall deduct from the Employee's wages the amount of the Union membership dues owed for each pay period. Payroll deductions will start at the beginning of the pay period following receipt of the Union Dues Authorization Form in Human Resources. The Employer will forward the monies so deducted to the Union along with a list of Employees from whose wages such monies were deducted not later than five (5) working days after the last pay date of the month. The Union agrees to hold the Employer free from all liability in connection with the collection of the dues or fees, except that the Borough shall be held to the exercise of ordinary diligence and care in the appropriate deduction and transmittal of the monies to the Union. Further, the Union shall defend, hold harmless and indemnify the Borough against any claims, loss, and/or damages directly or indirectly arising from the Borough's deduction and

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distribution of dues pursuant to the terms of the signed authorization form.

- B. If, for any payroll period in which the Employer is obligated to make deductions pursuant to this section, the wages owed an Employee after mandatory deductions are less than the authorized dues or fees to be deducted pursuant to this Article, the Employer shall make no deduction from wages owed the Employee for that payroll period. In such a circumstance, payment of dues for that pay period shall be made by the Employee directly to the Union, and it becomes the Union's responsibility to collect such dues.
- C. The Union Business Manager shall notify the Employer in writing of any increase or decrease in authorized dues at least thirty (30) calendar days prior to the effective date.
- D. Bargaining unit members may authorize additional payroll deductions in writing on a form provided by the Union. Such additional deductions shall be transmitted to the Union. The amount of the voluntary contribution shall be stated on the authorization form, together with the bargaining unit member's Employee identification number.

### **04.05 - Information Supplied to the Union**

- A. The Employer shall provide the Union with a current list of bargaining unit members at the end of each month at no cost to the Union. This list shall include the Employee's name, Employee identification number, department, location, job title, work email address, and mailing address.
- B. At the end of each month, the Employer shall furnish to the Union (without cost) a report showing all personnel transactions adding to, or deleting Employees from the bargaining unit.

- C. The Union specifically agrees that all information provided shall be used only for purposes related to the execution of the Agreement, that the Union shall be responsible for the protection and security of information provided, and that the Union shall assume liability which may result from any improper disclosure or use by the Union of information provided.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

- A. The Employer reserves all the rights, powers, and authority customarily exercised by Management except as otherwise specifically designated or modified by the expressed provisions of this Agreement. It is recognized that the Employer retains the rights to manage its affairs, to determine the kind and nature of work performed and to direct the workforce except as otherwise provided in this Agreement. All of the functions, rights, powers, and authority not specifically modified or abridged by the express terms of this Agreement are the sole and exclusive prerogative of the Employer.
- B. Without limiting the generality of the above statement, these rights include, but are by no means limited to the right to plan, direct, and control the operations of the Borough and all the Employees assigned thereto. Such prerogatives shall include the exclusive rights to hire, promote, lay off, transfer, discipline or discharge Employees for just cause; determine the number of Employees, and increase or decrease the number of Employees; schedule and assign hours of work, make job assignments, install or move equipment, introduce new technology; subcontract operations, transfer, reduce, or cease any or all of the operations, in whole or in part at any time; promulgate and enforce

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policies or rules governing Employee conduct, safety, or modification of operation; determine job content, establish levels of job qualifications; judge Employee competence; and select supervisory personnel.

### **ARTICLE 6 – NO STRIKES NO LOCKOUTS**

#### **06.01 - Strikes**

During the term of this Agreement, it is understood that the ASEA/AFSCME, Local 52, AFL-CIO, its agents, assigned representatives or bargaining unit members will not authorize, instigate, aid, or engage in any work stoppage, sit-down, slow-down, sick-out, refusal to work, picketing, or strike against the Employer. Furthermore, it is understood that no Union officer, agent, or assigned representative shall authorize, encourage, or assist in any way such strike or prohibited concerted activities; and will actively assist the FNSB in combating such prohibited activities.

#### **06.02 - Lockouts**

The Employer agrees that during the term of this Agreement, it will not engage in any lockouts.

#### **06.03 - Violations**

Any violations of this Article are not subject to this contract's grievance procedure, but either party may pursue such legal remedies as provided by law.

**06.04 - Discipline**

Disciplinary action taken against an Employee for any alleged violation of this Article is subject to the grievance-arbitration procedure and shall enter at Step Two.

**ARTICLE 7 – NON-DISCRIMINATION**

- A. The Employer and Union agree to comply with all state, federal and local laws, rules, or regulations prohibiting discrimination against any person with regard to all aspects of employment or membership.
  
- B. The Employers' obligations to refrain from illegal acts under federal and state laws, Borough Ordinance, and any other policy or procedure prohibiting discrimination or sexual harassment are not obligations under this Collective Bargaining Agreement and are not subject to the grievance/arbitration procedure as defined in this Agreement.

**ARTICLE 8 – LABOR & MANAGEMENT COMMITTEE**

**08.01 - Purpose**

In order to facilitate communication between the parties and to promote cooperative Employer and Employee relations, the Employer and Union agree to form a joint Labor-Management Committee (LMC) which shall meet as necessary to discuss matters of mutual concern.

**08.02 - Authority**

The LMC shall have no authority to contravene any provisions of this Agreement, or to enter into any agreements binding the parties. Matters requiring a Letter of Agreement shall not be implemented until a signed Letter of Agreement has been approved by the designated Employer representatives and designated Union representatives.

**08.03 - Committee Members**

The LMC shall be composed of two (2) individuals appointed by the Union, the Mayor, and Human Resources Director for the Employer. Additional individuals may be included in meetings by mutual agreement.

Approved time spent in LMC meetings for the Union members shall be considered release time and shall not require a deduction from the Employees individual leave account or the Business Leave Bank.

**08.04 - Meetings and Agendas**

The Labor Management Committee may meet at the request of either party. Agendas shall be prepared in advance of the meeting and either party may add items to the agenda. Notification of the need for the meeting shall occur between the Union and the Human Resources Director. The Borough shall be responsible for preparing the agenda and meeting notes.

Labor-Management Committee meetings shall be conducted in good faith.

**ARTICLE 9 – PRE-NEGOTIATION FINANCIAL INFORMATION**

- A. The Borough agrees to furnish, upon timely request, the legally required statistical, budgetary, or payroll information necessary to the orderly conduct of collective bargaining.
  
- B. The minimum timeframe to respond to a request is ten (10) business days, but may be longer depending upon the type of request and availability of data. The Employer will notify the Union if the timeline requested is not possible and will provide an alternate timeline for providing the requested information.

**ARTICLE 10 – PERSONNEL RECORDS**

**10.01 - Personnel Records**

The personnel record is a file of those documents which reflect an individual Employee's complete status as an Employee from date of hire to termination. The personnel record includes, but is not limited to, the individual Employee's employment application, performance appraisals, progress reports, disciplinary actions (except oral counselings), personnel actions, and certificates and awards listed in 10.02(D) below.

**10.02 - Employee Access To Personnel Records**

- A. Employees shall have access to their personnel record in Human Resources upon reasonable notice and at reasonable times. Any review of personnel records shall be conducted in the presence of Human

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Resources staff and no document shall be removed without the authorization of the Human Resources Director.

- B. Employees shall be provided a copy of all materials placed in their personnel record.
- C. Employees may request a copy of any document in their personnel record.
- D. Employees may submit certificates of completion of educational courses, training, or special recognition and awards to be included in their personnel file.

### **10.03 - Union Access To Personnel Records**

- A. Upon receipt of written authorization from an Employee, a designated Union Representative, Union Officer, or Steward will have the right to inspect the Employee's personnel record upon reasonable notice and at reasonable times, in the presence of Human Resources staff.
- B. Upon receipt of written authorization from an Employee, the Union may request copies from the Human Resources Director of documents from an Employee's personnel record at no cost to the Union.
- C. Union Representatives, Union Officers, and Stewards who may gain access to confidential information will handle such confidential information in a manner to ensure the Employee's right to privacy is protected.

**10.04 - Medical File**

All Employee medical files are to be kept separate from the personnel record and are considered confidential, and shall not be disclosed without the Employee's written permission or as required by law. The Employee shall have access to their medical file upon reasonable notice and at reasonable times and shall be conducted in the presence of Human Resources staff.

**ARTICLE 11 – RECRUITMENT/JOB VACANCIES**

**11.01 - Job Postings**

Whenever a vacancy occurs in a position the Employer intends to fill in the bargaining unit, a notice of such vacancy shall be posted on the Employer's job posting website and an email provided to all Employees announcing the job posting.

**11.02 - Internal Postings**

The Employer shall post vacancies internally to all Regular Borough Employees at least five (5) working days prior to external advertisements. Upon written request by the Employer, the Union may agree to allow external advertising concurrent with internal posting; such agreement shall be confirmed in writing.

**11.03 - Application Period**

Bargaining unit members may apply for an advertised position by following the recruitment process and within the posting deadlines.

**11.04 - Qualified Applicant**

When there are current, qualified bargaining unit members interested in the vacancy, the Employer shall give good faith consideration to the applicant. Employees shall be selected, appointed, and promoted on the basis of qualifications, ability and demonstrated performance.

**11.05 - Minimum Qualifications**

Any bargaining unit member who, during the initial screening process, appears to meet the minimum qualifications shall receive an interview during the hiring process.

The determination of whether a bargaining unit member is qualified for any given vacancy shall be based upon the person's submitted application, the person's job interview, the results of any examination that may be administered for the position to be filled, references, and a review of the applicant's personnel record.

**11.06 - Recruitment Notification**

Internal applicants who are not selected for an interview shall be notified verbally or in writing by the Human Resources Department. Upon request by the applicant, Human Resources shall provide in writing, the reasons why they did not receive an interview.

**ARTICLE 12 – PROBATIONARY PERIODS**

**12.01 - Probationary Period**

- A. The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the Employee's work, for securing the most effective adjustment of a new Employee to a

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prospective position, and for non-retention of a probationary Employee whose performance is not meeting the expectations of the Employer.

- B. All original appointments shall be subject to a probationary period of six (6) months, to begin on the first day of work in the position. Probationary Employees may be terminated at any time during their probationary period, if the supervisor, acting in good faith, is actually dissatisfied with the Employee's job performance.
  
- C. All promotional and lateral appointments shall be subject to a probationary period of three (3) months which will begin on the first day of work in the new position. An Employee who is non-retained during the probationary period of a promotional or lateral appointment may return to his/her prior position and non-probationary status in that position, at the pay step he/she would have had if not promoted or moved laterally, if the Employee's former position is still vacant. Further, during the probationary period of a promotional appointment or lateral transfer, an Employee may, at his or her option, elect to return to his/her prior position and non-probationary status in that position, at the pay step he/she would have had if not promoted or laterally transferred, if the Employee's former position is still vacant.
  - 1. If the Employee was non-retained and the prior position is not vacant or no longer exists, the Employee shall have first right of refusal to the position should it become available in the next eighteen (18) months, and shall also be eligible to apply for internal vacancies during that period. If the Employee declines an offer to return, the Employee shall lose all rights under this Article.
  
  - 2. At least five working days prior to the laterally transferred or promoted Employee's former position being filled, the Employee will

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be provided written notification and be given the option of returning to his/her former position. The Employee will have three working days from the date of such notice to elect to return to their former position. If the Employer is unable to contact the Employee, or the Employee fails to respond, the position may be filled after the 5<sup>th</sup> day.

- D. The probationary period may be extended for an additional three (3) months by the Employer when the Employer determines that the Employee's job performance has been sub-standard, but is showing improvement. In such a circumstance, the Supervisor shall provide goals to the Employee in an effort to bring the performance to a satisfactory level.

### **12.02 - Notice of Possible Non-Retention**

- A. If, at any time during the probationary period, the Employer is considering a non-retention, the reason and areas of needed improvement will be conveyed to the Employee in writing so that the Employee has an opportunity to address the performance deficiencies.
- B. If the initial notification of performance deficiencies occurs within the last thirty (30) days of the probationary period (either initial or promotional), the Employee shall be given at least two (2) weeks' time to correct the deficiencies before non-retention will occur. Allowing for the timeframe as specified in this section may require an extension of the probationary period.
- C. Notwithstanding the obligation to provide notice of correctible performance concerns, nothing in this Article shall be construed to require advance notice and an opportunity to correct conduct which constitutes a Major Offense and which would otherwise warrant immediate dismissal.

**12.03 - Grievance Process**

The parties agree that all non-retained probationary Employees have the right to challenge the non-retention through the grievance procedure.

**ARTICLE 13 – RESIGNATIONS**

- A. An Employee who intends to terminate service with the Employer should submit a written resignation to the Employee's immediate supervisor stating the Employee's last date of employment. Resignation notices shall be submitted as early as possible, but at least two (2) weeks before the final workday unless mutually agreed otherwise by the Employer.
- B. Resignations may be rescinded with approval of the Department Director and the Chief of Staff.
- C. A copy of the Employee's resignation shall be filed in the Employee's personnel record.
- D. At the Employer's option, the resignation may be accepted upon receipt, and the Employee will be relieved of all duties immediately. In such circumstances, the Employee shall receive full pay and benefits for the notice period, not to exceed four (4) weeks.
- E. For retiring Employees in good standing, a longer notice period is encouraged and will not result in an immediate relief of duties.

**ARTICLE 14 – EMPLOYEE DISCIPLINE**

**14.01 - General**

- A. The Employer shall not discipline or discharge an Employee without just cause.
  
- B. When disciplining Employees, the Employer shall follow the principles of progressive discipline which after oral counseling includes: written reprimand, suspension(s) without pay, and discharge, as described in Section 14.03B. The Employer is not required to follow the progressive steps of discipline for serious violations of the work rules as generally defined in Section 14.03B below.
  
- C. An Employee has a right to request Union representation during an investigative interview if the Employee has reasonable belief that discipline or other adverse consequences may result from what he/she says in the interview. In such an instance, the supervisor has the following options: 1) stop questioning the Employee until the Union Representative arrives, or 2) call off the interview and reschedule; or 3) continue the interview if the Employee voluntarily gives up his/her rights to a Union Representative. In all cases, the Employee shall be informed of the subject of the interview prior to commencement of the meeting.

**14.02 - Oral Counseling**

Prior to any disciplinary action for minor infractions of the work rules and after a preliminary investigation, if the supervisor determines that an alleged offense may warrant oral counseling, the supervisor shall first schedule a meeting with the Employee to discuss the inappropriate behavior or performance problem and attempt to resolve the issue informally. The Employee shall be informed that he/she has the right to have an ASEA

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representative present at the meeting. At this meeting, the Employee and supervisor shall attempt to agree to a plan or objective to improve the worker's conduct or performance which shall, when appropriate, include a plan for additional training. If the parties reach an agreement, a copy shall be given to the Employee, but no record shall be placed in the Employee's official personnel file. If the problem is corrected within the specified time and there are no disciplinary actions within one (1) year, the plan shall be expunged from the supervisor's anecdotal records and shall not be used as the basis of any future discipline or other employment decisions.

### **14.03 - Disciplinary Administration**

- A. Prior to a determination being made by the supervisor that an alleged offense may warrant discipline, the supervisor is free to interview any potential witnesses without first notifying the Employee or the Union. This is part of the preliminary investigation to determine if the allegation is accurate and warrants discipline or further investigation.
- B. Disciplinary action will be administered on a case-by-case basis in a consistent and fair manner. The discipline imposed will depend upon intent and mitigating circumstances, including the Employee's past record, length of service, existence of past discipline, and the potential detriment to the Employer resulting from the action.
- C. Suspension or dismissal may be appropriate for the first offense only for serious rule violations like theft, physical assault or fighting, verbal threat of bodily harm, dishonesty, intentional falsification of official records, possession or being under the influence of prohibited narcotics during duty hours, being under the influence of alcohol during duty hours, gross negligence or gross insubordination.

**14.04 - Employee Rights**

**A. Written Reprimand, Suspension, or Dismissal Procedures:**

1. After a preliminary investigation and when a supervisor determines that an alleged offense may warrant discipline more severe than oral counseling, a written notification of intent (NOI) to investigate and impose disciplinary action is completed and given to the Employee at least two (2) business days prior to the meeting. A copy of the NOI shall be given to the Human Resources Director and the ASEA office.
2. The Employee receives the NOI and is informed that he/she has the right to have a Union representative present.
3. The meeting between the Employee, Union representative, and management is the beginning of the actual investigation where questions may be asked of the Employee by management.
4. After the meeting, the Union shall be given up to three (3) business days to do an investigation if they desire.
5. Another meeting, at the discretion of the Union, may be set up after the three (3) business day period to give the Employee an opportunity to respond to the allegations.
6. Within ten (10) working days of the meeting set forth in number 3 or 5 above (whichever is later), and if it is determined by management that a written reprimand,

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suspension, or discharge is warranted, the Employee shall receive in writing the actual appropriate disciplinary action with a copy provided to the ASEA office.

### **B. Removal of Discipline from Personnel Record:**

A disciplinary action in the Employee's personnel record shall be removed after twenty-four (24) months (or a lesser time if mutually agreed to by the parties) if there have been no further incidents. If the Employee terminates employment prior to the expiration of this timeline, the file is closed upon termination and the documents contained within the file are preserved.

### **14.05 - ASEA Notification**

The Employer agrees to furnish the ASEA office, via email, copies of disciplinary actions (e.g. written reprimands, suspensions, dismissals) concurrently with notification of the Employee, but in no case later than two (2) working days after the implementation of the disciplinary action.

## **ARTICLE 15 – GRIEVANCE ARBITRATION**

### **15.01 - Informal Resolution**

Differences between Employees and the Employer should be resolved as quickly and satisfactorily as possible. To achieve this goal, Employees are required to discuss any differences with their supervisor as soon as possible after they are aware of the event leading to the difference and prior to the filing of a grievance. Supervisors are similarly required to be responsive to such discussion. Resolutions that may be reached during this informal process may not conflict with this Agreement or applicable written laws or

regulations.

**15.02 - Definition of Grievance**

A grievance shall be defined as any complaint, controversy, or dispute arising between the parties.

**15.03 - Exclusive Procedure**

The Union or the aggrieved Employee or Employees shall use the following procedure as the sole means of settling grievances unless mutually agreed otherwise.

Complaints or disputes relating to the State of Alaska Public Employees Retirement System (PERS) shall not be subject to resolution by this Grievance Procedure.

**15.04 - Time Frames**

- A. Any grievance, whether individual or a class action, must be brought to the attention of the Employer, consistent with the procedures set forth in this Article, within fifteen (15) working days of the effective date of the disputed action or inaction or the date the Employee is made aware of the action or inaction, whichever is later, or other specific timeframes as identified in this Article.
  
- B. All grievances resulting from dismissal, demotion for cause, or disciplinary suspension, shall be entered into the procedure at Step Two. Such grievances shall be brought to the attention of the Human Resources Director within fifteen (15) working days of the action or knowledge thereof.

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- C. If the Employer fails to render a decision in the allotted time frame, unless mutually extended, the grievance may be advanced to the next step of the procedure by the Union. Any grievance not filed by the Union according to the procedures and time frames in this Article shall not be entitled to further consideration unless mutually agreed to otherwise.
  
- D. Allotted time frames may be extended by written mutual agreement for all steps in the grievance/arbitration process. Deadlines for submission of a grievance at Step Two and above shall be counted from the date of receipt of a response from the Employer, or the date the response is due, whichever is earlier. All mailed material relating to Steps Two and Three of a grievance shall be accomplished through a proof of receipt method. If sent electronically via email, the "read" receipt shall be proof of delivery.

**15.05 - Grievance Procedures**

- A. Grievances shall be processed on forms provided by the Union. The grievance shall state the facts giving rise to the grievance, the provisions of the Agreement that are alleged to have been violated, and the remedy requested.
  
- B. Class Action Grievances

A class action grievance is one which arises from the same Employer conduct and which affects two (2) or more Employees in the same manner. Class action grievances shall be submitted by the Union representative at Step Two. Class action grievances must identify each individual grievant by name, job class, and department to the extent possible.

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### C. Grievance Steps

#### **Step One:**

An Employee shall individually, or with the Union, present the written grievance to the first level supervisor, with a copy to the Human Resources Director within fifteen (15) working days of the disputed action/inaction or the date the Employee is made aware of the action/inaction, whichever is later.

The supervisor shall respond in writing within ten (10) working days of receipt.

#### **Step Two:**

- A. If the grievance is filed at Step One, and unresolved at Step One, an appeal may be submitted by the Union in writing to the Human Resources Director of the Borough within ten (10) working days after the Employer's response to the prior step is due or received. Within five (5) working days of receipt of Step Two Grievance, a meeting with the grievant, Union Representative, and Human Resources Director shall be scheduled. If the representatives are unable to resolve the grievance, the Human Resources Director shall respond in writing within ten (10) working days after the meeting.
- B. If a grievance results from demotion for cause or disciplinary suspension it shall be entered into the procedure at Step Two. Such grievances shall be brought to the attention of the Human Resources Director within fifteen (15) working days of the action or knowledge thereof, in accordance with Article 15.04 B.
- C. Non-retention grievances for probationary Employees must be entered at the STEP TWO level within five (5) working days from the notice of

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intent to non-retain. The affected Employee will remain in paid status until the remedies under the STEP TWO grievance process are complete. This paid status may be a regular work schedule, an alternate assignment, or administrative leave, depending upon the circumstances and at the sole discretion of the Employer. The Union agrees to process the grievance in a timely manner and to provide the Employer with all relevant information and documentation within its possession at the time of the STEP TWO meeting, so that the Borough can properly determine whether termination is appropriate. Upon completion of the STEP TWO grievance process, should the Employer still believe non-retention is appropriate, the termination will become effective the date the STEP TWO decision is rendered.

- D. Dismissal Grievances for non-probationary Employees must be entered at the STEP TWO level within fifteen (15) working days from the notice of intent to terminate. The affected Employee will remain in paid status until the remedies under the STEP TWO grievance process are complete. This paid status may be a regular work schedule, an alternate assignment, or administrative leave, depending upon the circumstances and at the sole discretion of the Employer. The Union agrees to process the grievance in a timely manner and to provide the Employer with all relevant information and documentation within its possession at the time of the STEP TWO meeting, so that the Borough can properly determine whether termination is the appropriate discipline. Upon completion of the STEP TWO grievance process, should the Employer still believe termination action is the appropriate discipline, the termination will become effective the date the STEP TWO decision is rendered.
  
- E. Within five (5) working days of receipt of a Step Two grievance, a meeting with the grievant, Union Representative, and Human Resources Director shall be scheduled. If the representatives are unable to resolve

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the grievance, the Human Resources Director shall respond in writing within ten (10) working days after the meeting.

### **Step Three:**

If a grievance is not resolved at Step Two, and it pertains to the application or interpretation of the provisions of this Agreement, the Union may forward the grievance to arbitration. This request shall be submitted to the Human Resources Director in writing within twenty (20) working days after the Step Two is due or received. The parties shall meet within ten (10) working days after receipt of the request for arbitration to strike names, until an arbitrator is selected and to make arrangements to contact the arbitrator about scheduling the hearing.

### **15.06 - Board of Arbitration**

- A. Within thirty (30) calendar days of the signing of this Agreement, the Employer and Union will jointly request from the U.S. Federal Mediation and Conciliation Service (FMCS) the names of thirty (30) qualified arbitrators from any of the following states California, Washington, Oregon, Idaho, and Alaska. From the list of arbitrators, the Employer and Union shall alternately strike from the list one (1) name at a time until eleven (11) names remain on the list. This list of eleven (11) arbitrators shall be used by the parties to select individual arbitrators for hearings. This section does not preclude the parties from compiling a mutually agreeable list without the assistance of FMCS.
  
- B. When arbitration becomes necessary to resolve a dispute, the parties will select the arbitrator by alternately striking one (1) name at a time from the list of eleven (11) until only one (1) name remains on the list; the order of striking shall be determined by the toss of a coin flipped by the Union and called by the Employer. The parties will alternate on

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striking the first (1st) name. The name of the arbitrator remaining on the list shall be accepted by the parties as the arbitrator, and arbitration shall commence on a mutually acceptable date. Alternatively, the parties may select an arbitrator by mutual agreement.

- C. Pre-submission meeting. No later than seven (7) working days prior to the scheduled arbitration meeting, the parties shall exchange information and attempt to agree on the phrasing of the question(s) to be submitted to the arbitrator. Each party shall inform the other of any witnesses it intends to present testimony at the hearing and whether or not either party intends, if known, to file a post-hearing brief.

### **15.07 - Authority of the Arbitrator**

- A. A grievance is arbitrable if it involves the application or interpretation of the Agreement. The Arbitrator shall determine whether a matter is arbitrable. If a determination is made that the matter is arbitrable, the Arbitrator shall then proceed to hear the merits of the dispute.
- B. The Arbitrator's function is to interpret the Agreement and is limited to considering the particular issue(s) set forth in the written Step 2 grievance and responses.
- C. The Arbitrator has authority to issue subpoenas to compel witnesses to testify at a scheduled arbitration, upon request by either the Employer or Union. The party requesting the subpoena is responsible for any costs incurred by the individual being subpoenaed.
- D. The parties agree that the decision or award of the Arbitrator shall be final and binding, except as provided for in E below. The Arbitrator's function is to interpret the Agreement and is limited to considering the particular issue(s) set forth in the written Step Two grievance and

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responses. The Arbitrator shall have no authority to rule contrary to, amend, add to, subtract from, or eliminate any of the terms of this Agreement.

- E. The Arbitrator shall be required to provide a written decision and award within thirty (30) working days of the hearing's completion or after receipt of post-hearing briefs, unless the parties consent to a longer time. The decisions and awards of the Arbitrator shall be binding upon all parties to this Agreement and enforceable under the provisions of AS 09.43.300-595 (which shall be included by reference in this provision(s)), except that issues of gross legal errors or awards that violate an explicit, well defined and dominant public policy may be appealed as provided by Alaska Court Rules.
  
- F. Each party shall bear its own expenses associated with the arbitration. The Arbitrator shall assign his/her fees and expenses to the losing party, i.e., either to the Union or to the Employer; if there is no losing party, the fees and expenses shall be apportioned by the Arbitrator between the parties. The parties shall use their best efforts to minimize the costs of any arbitration.
  
- G. A grievant shall be allowed to attend the arbitration proceeding without loss of pay. If the grievance is a class action, the Union may designate one of the grievants to represent the class at arbitration without loss of pay. Witnesses within this bargaining unit, who are employed by the Employer, may participate in arbitration without loss of pay for time required to testify at the hearing. Union Officers or Stewards who want to attend the arbitration will be required to use the Union Business Leave Bank.

## ARTICLE 16 – POSITION CLASSIFICATION SYSTEM

### 16.01 - Job Classification Plan

The Employer agrees to establish and maintain a formal system of job classifications. The classification plan shall establish a system by which all bargaining unit positions are evaluated according to professional requirements, required expertise, supervision, financial responsibility, level of decision and/or policy influence, reporting lines, and complexity.

Actual salary placement of a successful applicant shall be based upon experience, qualifications, and other factors, to include internal salary equity with market considerations given.

### 16.02 - Job Description

A job description is an inventory document of specific job duties, minimum qualifications, and responsibilities. The job description will include the salary grade, and it will be used as the primary recruiting notice. If any minimum qualifications of a job are changed, or if the duties or responsibilities are materially changed, a new job description will be prepared. Also, if any changes occur in a job due to automation or technological advances in equipment or any other aspect of the job, any Employee affected shall be thoroughly trained to operate or work with the automation or advances, and a new job description shall be prepared. All new job descriptions shall be reviewed, revised, and upgraded or downgraded as appropriate, in accordance with the classification system.

### 16.03 - Request for Review of Position

- A. When an Employee, or the Union acting on behalf of an Employee, feels that the duties and responsibilities of his/her position are not accurately

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reflected in the job description, the Employee or Union will complete a Position Description Questionnaire (PDQ) and submit it to the Employee's immediate supervisor. The supervisor shall review and comment on the PDQ within fifteen (15) working days and then forward it to the Department Director. The Department Director shall review and comment on the PDQ within fifteen (15) working days and then forward it to the Human Resources Director for review and audit. Human Resources shall provide a copy to the Union. The Employee and/or Union shall have the opportunity to discuss the proposed job description changes and express any concerns, priorities, and recommendations.

- B. For the purposes of determining appropriate grade level placement, a committee consisting of the Human Resources Director and one other management representative and two Union representatives shall review the revised job description and PDQ and make a salary level recommendation to the Human Resources Director. The Human Resources Director will render a written report of his/her decision within three (3) months after receipt of the PDQ. Any retroactive pay due to an Employee shall be paid from the date the PDQ was received in the Human Resources Department. If a mutually agreeable resolution is not achieved, any further appeal shall be submitted to arbitration as set forth in Article 15, Grievance Procedure.

### **ARTICLE 17 – LEGAL ASSISTANCE & INDEMNIFICATION**

- A. In the event any claim or claims are made by a person or persons against any bargaining unit Employee for actions performed within the course and scope of his or her employment as covered by the terms of this Agreement, such claim(s) shall be defended by the Employer. Any liability which is incurred by an Employee covered by this Agreement as a result of such claims shall be paid by

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the Employer. However, the Employer shall have no responsibility to defend the Employee or pay any liability resulting from such claim if such claim is based upon the acts or omissions of any Employee resulting from gross negligence, reckless conduct, or intentional misconduct.

- B. The Employee is obligated to notify the Employer of any such claims as soon as reasonably possible, or their rights to a legal defense and indemnification may be waived.

### **ARTICLE 18 – SAFETY**

#### **18.01 - General**

- A. The Employer's rules concerning safety and equipment standards shall be in accordance with applicable federal, state, and municipal statutes, ordinances, regulations and nationally recognized industry standards and prudent job-site operating practices.
- B. No Employee will be required or requested to perform work in an unsafe manner, or use unsafe equipment, or in an unsafe workplace/environment.
- C. Any Employee who works with hazardous material, as defined by applicable controlling federal, state, and local law, shall receive training in the proper and safe handling of such materials before being allowed to handle the same. All training shall be in accordance with any applicable controlling federal, state, or local law.

**18.02 - Safety Equipment**

- A. The Employer shall furnish such appropriate safety equipment as the Employer, consistent with applicable controlling law or regulations, deems necessary to assure the safety of the workforce.
- B. Borough vehicles scheduled for use on public highways shall be furnished with seat restraints, a first-aid kit and flares.
- C. Any Employee required to work with any hazardous material, as defined by applicable controlling law or regulation, shall be furnished appropriate and adequate protective clothing or masks (rubber gloves, air packs, rubber smocks, filter masks, etc.), as may be necessary.
- D. Employees are required to properly use provided safety equipment and gear.

**18.03 - Reporting**

- A. All equipment or working areas which are claimed to be unsafe shall be reported to their supervisor or Division Manager for resolution. If the concern is not resolved by the supervisor or Division Manager, the concern shall be reported to the Department Director and Risk Management.
- B. It shall not be a violation of this Agreement or grounds for disciplinary action of a bargaining unit member to refuse to work in proximity with a hazardous condition or defective equipment where an unsafe condition constitutes a life-threatening situation or hazard to health. Such determinations shall be made by Borough professional staff whose job duties include oversight of workplace safety or outside professionals with recognized expertise in the field.

**ARTICLE 19 – LAYOFF & RE-EMPLOYMENT**

**19.01 - Layoff**

- A. The Employer may layoff an Employee by reason of abolition of the position, shortage of work or funds, reduction in the workforce, departmental reorganization, or other reasons outside the Employee's control that do not reflect discredit on the services of the Employee.
- B. No regular or probationary Employee in the bargaining unit will be laid off while there are casual Employees serving for periods longer than thirty (30) days in the same position.
- C. The Employer shall make reasonable attempts to integrate those Employees subject to layoff into another department by transfers, providing they meet the minimum qualifications of existing ASEA bargaining unit vacancies, even though this may require a voluntary demotion, promotion and/or transfer of the Employee.

**19.02 - Notification of Layoff**

- A. Employees being laid off shall be given written notice of a pending layoff at least sixty (60) calendar days prior to the effective date of layoff. The layoff notice shall contain the effective date of layoff, re-employment rights, and shall include any possible job placement opportunities.
  - 1. Notice of layoff shall be given in person, by certified mail, return receipt, postage prepaid, or via email if the Employer has made contact with the Employee and they are agreeable.

2. The Union shall receive concurrent notice of all layoff notices.

- B. Upon request, the Union shall be afforded an opportunity to meet with the Employer to discuss the circumstances requiring the layoff and any proposed alternatives.

**19.03 - Seniority**

Seniority shall be determined as follows:

- A. For Employees in the bargaining unit as of July 1, 2012, seniority shall be the Longevity Date with the Borough.
- B. For Employees entering into the bargaining unit after July 1, 2012, seniority shall commence on the date they enter into the bargaining unit.
- C. A bargaining unit member maintains their longevity throughout their career regardless of change in bargaining unit position.

**19.04 - Re-employment**

- A. Employees who are laid off shall be placed on a layoff list in order of seniority for a period of eighteen (18) months from the date of layoff.
- B. The Employee with the greatest seniority on the reemployment list shall be offered reinstatement when a vacancy occurs in a position in which the Employee was laid off. An Employee who accepts or rejects an offer of re-employment to the position in which they were laid off from shall have his/her name removed from the layoff list, and shall have no further rights under this Article. Employees returning to the same position in which they were laid off from will not be required to serve a probationary period.

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- C. If a position vacancy occurs for an ASEA represented position that no one on the layoff list was laid off from, the Employer will screen the applications of personnel on that list. If anyone on the layoff list meets the minimum qualifications of the vacant position, he/she shall be offered the position by seniority. Refusal or acceptance shall not result in loss of call back rights to the position from which the Employee was laid off from for the remaining time period. Employees will be required to serve a three (3) month probationary period, per Article 12, regardless of whether the placement resulted in a promotion.
  
- D. Offers of re-employment shall be made in person or via the U.S. Mail Service, Certified Return Receipt, and shall include the specific position and/or hours being offered, the rate of pay, level of benefits, a current job description, a mechanism for acceptance or refusal of the offer of re-employment within the prescribed time limit, and a place for the laid-off Employee's signature. Failure to respond within three (3) working days from the date of service of offer of re-employment shall be deemed a refusal of that offer of re-employment.

The Union shall receive concurrent notice of each re-employment offer. Date of service is defined as the date hand-delivered to the Employee or the date marked on the certified mail return card, or the date the notice is returned by the postal service as undeliverable.

### **19.05 - Miscellaneous Provisions**

Employees appointed from a re-employment eligibility list shall not suffer loss of: seniority, longevity, leave accrual rate or pay.

**19.06 - Rights of Laid Off Employees**

- A. Employees who return to benefit-eligible employment within thirty (30) days of layoff shall not suffer any loss of healthcare benefits.
  
- B. A laid-off Employee shall continue to be considered a member of the bargaining unit, until their layoff rights are exhausted.

**ARTICLE 20 – WORKERS’ COMPENSATION**

**20.01 - General**

The Employer shall maintain the statutory required levels of Workers’ Compensation coverage.

**20.02 - Duty of the Employee to Report**

It shall be the duty of each Employee to immediately report any and all accidents or work-related illness or injury to their supervisor.

**20.03 - Waiting Period Compensation**

During the three (3) day waiting period, an Employee may use accrued personal leave or accrued comp time to maintain paid status.

**20.04 - Position Held Open**

In the case of an occupational injury, the Employer will hold the Employee’s position open for the period of time provided in FMLA and AFLA regardless if the Employee’s injury or time in service meets the qualifying threshold for the programs, or until a licensed medical provider, following a physical or mental

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examination, has certified that the Employee will be unable to return to the former position, whichever occurs earlier.

### **20.05 - Maintenance of Health Coverage**

An Employee on Workers' Compensation leave that is either ineligible for FMLA or has exhausted their FMLA rights, may elect to use six (6) personal leave hours per pay period to maintain their health benefit eligibility.

## **ARTICLE 21 – RETIREMENT**

The Borough shall participate in the State of Alaska Public Employees Retirement System (PERS).

## **ARTICLE 22 – HEALTH BENEFITS**

### **22.01 - Health Coverage**

- A. The Employer agrees to provide health, dental, audio, and vision coverage for each Regular Employee, Employee's legal spouse, and Employee's eligible dependent children in accordance with the schedule of benefits and other provisions of the Borough Self-Insured Health Benefits Plan, the Coalition Health Center Program, or successor plans.
  
- B. During the annual open enrollment process, Employees have the ability to decline health coverage under the Borough's health plan for

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themselves or any dependents. The Employee is required to attest that he/she has other health coverage. Changes at other times of the year, outside the open enrollment process, are limited to eligible IRS qualifying status change events.

C. The level of benefits afforded by this plan has been fully negotiated between the parties. (INCLUDING THE FOLLOWING HEALTH PLAN CHANGES)

1. Any change required by law (Effective 7/1/21)
2. Exclude specialty medications from the Out of Pocket (OOP) maximum and implement a separate specialty OOP maximum of \$2,000 per individual. (Effective 1/1/22)
3. Implement Caremark's Compound Management Program. (Effective 1/1/22)
4. Implement the Caremark Retail 90 option to allow participants to obtain a 90-day supply of non-specialty medication at retail pharmacies. (Effective 1/1/22)
5. Require use of CVS Specialty Pharmacy for specialty medications, and implement the Specialty Copay Card Program. (Effective 1/1/22)
6. Vision - Increase frame allowance from \$90 to \$120. (Effective 1/1/22)

No further changes in the level of benefits afforded under the Health Plan may be made except by mutual consent, or as required in Section 2E.

The Labor Management Committee on Employee Benefits and the negotiating team will be afforded a minimum of thirty (30) days to review any updates to the health plan booklet prior to printing.

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It is recognized that for health plan cost effectiveness the Borough must have only one health plan for its entire workforce. Therefore, a reopener of this article, to evaluate other bargaining unit considerations, is included as part of this Agreement.

- D. Coverage shall commence on the first day of the month after the Employee has been employed in a benefit-eligible position for thirty (30) days. Coverage may be subject to pre-existing condition limitations as allowable by law. Coverage ceases the last day of the month in which employment termination occurs. If an Employee is laid off and returns to benefit-eligible service within thirty (30) days, the Employee will not suffer any loss of healthcare benefits.

- E. Each Employee covered under the health plan shall pay Employee contributions for such coverage in the biweekly amount of:

FY22 Employee Only \$125.00 Employee + Family \$155.00  
(Effective 7/1/21)

FY23 Employee Only \$135.00 Employee + Family \$170.00  
(Effective 7/1/22)

FY24 Employee Only \$140.00 Employee + Family \$180.00  
(Effective 7/1/23)

These annual increases in deductions for FY23 and FY24 will not be applied if the health estimate calculation for the next fiscal year is 7.0% less than the prior year health estimate, using prior fiscal year employee deduction rates in the calculation. In such a circumstance, the existing deductions will remain.

Employees selecting the Dental/Vision/Audio benefit shall pay an additional biweekly contribution of:

FY22 \$10.00 per pay period. (Effective 7/1/21)

FY23 \$12.00 per pay period. (Effective 7/1/22)

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FY24 \$15.00 per pay period. (Effective 7/1/23)

These deductions shall be on a pre-tax basis, unless otherwise requested. These funds will be used to offset the budgeted amount for health care in the fiscal year they are deducted.

- F. Spousal Health Coverage Opt-Out/Reduced Benefit Plan Election – 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 (such as the 20% plan offered by the State of Alaska); therefore shifting primary cost coverage to the Borough's plan. The biweekly surcharge for the spousal opt-out is \$250.00 per pay period. (Effective 7-1-21)

Employees will be required annually to affirmatively disclose via a questionnaire if their spouse has health coverage or if the spouse declined health coverage. Employees are required to notify the Employer should a spouse's coverage change occur within thirty (30) days of said change. There are financial penalties for incorrect disclosure, as addressed in the health plan document.

### **22.02 - Labor Management Committee on Employee Benefits**

- A. The parties agree that there exists a good faith obligation on the part of both the Employer and the Union to work together during the term of the Collective Bargaining Agreement to reduce health care costs.
- B. In order to meet this obligation and duty to bargain, the Parties agree that the Labor Management Committee on Employee Benefits shall continue to meet and consult on a regular basis.

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- C. The Labor Management Committee on Employee Benefits shall be composed of ten (10) representatives, three (3) appointed by FNSBEA, one (1) appointed by Local 942, one (1) appointed by ASEA and five (5) appointed by the Borough Mayor. The Labor-Management Committee on Employee Benefits shall select a chairperson from its membership. A quorum for the meetings shall require no fewer than five (5) committee members. The Borough and APEA will be responsible for paying for training for these added seats.
- D. The Labor Management Committee on Employee Benefits shall be empowered to recommend health care benefit changes during bargaining and throughout the term of the Collective Bargaining Agreement including, but not limited to issues regarding eligibility, plan design and benefit schedules, deductibles, co-payment provisions, preferred provider programs, utilization review and other options designed to contain costs, and enhance benefit options.
- E. In the event the per Employee per month health care cost projection increases, as estimated by the health consultant, by 5% (after accounting for the Employee deductions as specified in Section 1.E. of this article) or more from the previous fiscal year, or the balance of the HCCRF (Health Care Contingency Reserve Fund) declines below 50% of the current target amount as defined in Section 4.C of this article, then the parties will meet and confer to assess what, if any, action(s) might be appropriate to ensure containment of health care costs.
- F. It is the intent of this Agreement that all parties are dedicated to work collectively in order to contain the costs of health benefits and to consider and pursue reasonable health care program changes if the events described in Section 2E above occur. The parties agree that it is the responsibility of both parties to mutually work together to solve the problems arising from these events.

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- G. In the interest of promoting harmonious working relationships between the Parties, one cent (\$.01) per hour per regular Employee shall be set aside in a fund to be used for education and other such activities that will further communication, cooperation, and teamwork between management and ASEA, and to provide training to the Labor Management Committee on Employee Benefits.

### **22.03 - Health Wellness Program**

Wellness efforts shall be funded as part of the health plan costs at an annual rate not to exceed \$75,000. The Labor Management Committee on Employee Benefits shall oversee wellness focused activities.

### **22.04 - Health Care Contingency Reserve Fund HCCRF**

- A. The parties have mutually established a fund to be known as the Health Care Contingency Reserve Fund (HCCRF). The purpose of the fund is to smooth out health care costs over time. Health care costs are composed of: claims paid, the cost of administering the health care plan by the third-party administrator or its successor(s), aggregate and specific stop-loss premiums, utilization review fees, case management costs, disease management, independent medical examinations, health program audit rewards, Coalition Health Center Program costs, COBRA premium receipts net of costs for COBRA participants, refunds, Employee contributions, consultant fees, the consultant's estimate of the reserve for IBNR (incurred but not reported) claims, life insurance premiums, wellness activities, and any added costs resulting from changes in the administration of the health and life insurance program agreed to by the parties during the term of the Collective Bargaining Agreement. All reserve funds (including co-mingled Employee and Employer funds) shall be held solely for the funding of future health care costs as specifically outlined herein.

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- B. The Health Care Contingency Reserve Fund shall continue in existence on an indefinite basis. Expenses directly associated with the administration of the Health Care Contingency Reserve Fund shall be borne by the Employer.
  
- C. The HCCRF shall be maintained with sufficient balance to offset unexpected spikes in health care costs in any given year without depleting the fund. The target level for the HCCRF in any fiscal year shall be one third (33 1/3 percent) of health care costs budgeted for that fiscal year.
  
- D. Funding Uses and Sources: The HCCRF shall be used to offset health care costs that exceed the budgeted costs in any fiscal year. Budgeted costs are those costs budgeted each year and are the Employer's best estimate of expected costs based on good faith projections compiled by the Employer's independent consultant. Budgeting shall be based upon a five (5) year rolling average of covered Employees.

The HCCRF fund shall also be used to offset increased budgeted costs of \$85 per Employee per month, for each year of the contract, provided that the balance of the HCCRF is at least 75% of the established target for the prior fiscal year.

- E. The HCCRF shall be funded by a combination of Employer and Employee contributions. Employees electing health coverage or Dental/Vision/Audio will contribute ten dollars (\$10.00) per pay period to the Reserve Fund (26 pay periods per year). Employer contributions will consist of a match of the total amount of the Employee contribution

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stated above and any budgetary lapse for that fiscal year, up to the target level. Budget lapse is amount budgeted that is unspent at close of fiscal year. If the fund balance is over the target amount, and the consultant projected an increase in costs from the prior fiscal year, the Employer contribution is waived for that fiscal year.

- F. The Labor Management Committee on Employee Benefits, The Labor Management Committee, and the ASEA Negotiation Team will be provided with the consultant health care estimates, the target amount, the staff benefit rate calculation, and the year-end accounting for the HCCRF.
  
- G. The Health Care Contingency Reserve Fund shall be established as a premium-only plan to allow Employee contributions to the Reserve Fund to be made on a pre-tax basis.

### **22.05 - Life Insurance**

The Employer agrees to pay the total cost of Life Insurance for each regular Employee in an amount equal to the lesser of their base annual earnings (exclusive of bonuses, overtime, and other premium/exception pay) or \$250,000. To determine benefits, the amount of insurance is rounded to the next higher \$1,000 multiple, unless the amount equals a multiple of \$1,000.

### **22.06 - Flexible Spending Accounts**

Pursuant to and in accordance with applicable Federal laws and regulations, the Employer agrees to maintain voluntary accounts for Employees to contribute money on a pre-tax basis to pay for unreimbursed medical expenses and dependent care at no cost to the Employee. Maximum

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contributions shall be the maximum allowable by law annually for both dependent care and medical.

### **22.07 - Resolution of Disputes**

- A. Assertions by the Union that the Employer/Plan Administrator has modified the expressed “benefit schedule” as set forth in the Borough Plan or successor Agreement may be submitted to a third-party review through the grievance/arbitration procedure of the Agreement. This section does not apply to ex gratia benefit schedule exceptions rendered by the Employer. However, third-party arbitrator authority does not include the power to add to, subtract from, or otherwise modify the expressed provisions of the Borough Plan or successor Agreement.
  
- B. Covered Employee/dependent claims for Employer paid health benefit coverage is provided on the basis of “medical necessity” within the context of the Borough Plan or successor Agreement. Individual claimant disputes challenging “medical necessity” determinations shall only be resolved by the Employee submitting a petition in accordance with procedures set forth in the Plan document.

## **ARTICLE 23 – DEFERRED COMPENSATION PROGRAM**

Pursuant to and in accordance with applicable federal laws and regulations, the Employer agrees to maintain Deferred Compensation Program(s). Participation in the program is voluntary.

**ARTICLE 24 – EDUCATIONAL OPPORTUNITIES & TRAINING**

It is the policy of the Borough to make available to Employees educational and/or training opportunities, provided funding is available, in order that services rendered to the public and the Borough will be more efficient and cost-effective and to ensure a well-qualified and trained workforce.

**24.01 - Educational Opportunities**

An Employee wishing to enroll in any educational opportunity or training under this program should submit tuition and course-related fee reimbursement requests to his/her Department Director or the Chief of Staff for approval prior to registration. The immediate supervisor, Department Director or Chief of Staff shall evaluate all written requests for education reimbursement costs, tuition, required texts, course-related fees, and travel-related expenses submitted by individual Employees, based upon the following criteria:

- A. The course or curriculum outlined in writing by the Employee is directly applicable to the Employee's work with the Borough and will demonstrably enhance the Employee's job performance or promotional opportunities.
- B. The Employee is not receiving educational assistance or reimbursement from any other source.
- C. Courses which are approved under A above and are only offered locally during regular working hours and are approved by the Department Director or Chief of Staff will be considered as time worked by the Employee.

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- D. The Employee has made timely written application for approval of the course and tuition reimbursement to his/her Department Director or Chief of Staff.
- E. The Employee submits evidence of satisfactory completion of the course, at which time cost reimbursement will be made. Satisfactory completion requires regular attendance and a passing grade of at least a "C."
- F. An Employee wishing to enroll in any educational opportunity or training under this article must submit tuition and course-related fees refund requests to his/her Department Director or Chief of Staff for approval prior to registration.
- G. Employees who resign prior to completing one year of service after requesting and receiving educational/training reimbursement shall be required to pay back the Borough for such prior reimbursement. Such payback shall be deducted from the Employee's final pay. The reimbursement requirement may be waived by the Chief of Staff.

### **24.02 - Training**

The Borough shall provide in-service training and material to all Employees when management deems such additional instruction essential to operational requirements.

### **24.03 - Required Training**

If any Federal/State law, regulation, or Municipal ordinance requires course work to maintain licensing or certification for an Employee to perform his/her required duties (excluding regular drivers licenses), or if the Employee is directed by the Employer to attend a course, the course cost shall be paid by

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the Borough. The Employer shall further pay for the Employee's time spent attending a class (which shall not include study time, special tutoring, or correspondence courses) under the following circumstances:

- A. When the course hours fall within the Employee's regularly scheduled work hours.
  
- B. When the course hours fall outside of the Employee's regular scheduled work hours and the Employer has directed the Employee to attend the course, the Employer may adjust the Employee's work schedule. Such work schedule changes are not subject to any prior minimum notification requirements for work schedule changes otherwise required by this Agreement. It is further understood that the Employer's obligation to pay for course costs or time spent attending courses under the terms of this subparagraph is limited to initial attendance of the course. Should the Employee fail the course or not obtain any required license or certification, the Employer is not required to resend the Employee to the training or to pay for any subsequent costs to repeat or to attend that course.
  
- C. If an Employee is attending a course outside of the Borough, the following will determine compensable time while in travel status:
  1. All time spent in travel mode during the Employee's regular working hours (even on weekends and holidays) is counted as hours worked and is therefore compensable time, either regular pay or compensatory time if available. Travel mode is defined as the actual period of time spent in travel, whether by air, water or land(e.g. for air travel, travel mode would encompass pre-flight, flight and post-flight time periods), per Borough Policy 35.01. All time spent in travel mode up to the Employee's regular scheduled work hours, regardless of

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when the travel occurred, is counted as hours and is compensable time.

2. Every effort will be made to schedule travel based on economy and efficiency. However, Employees will not be unreasonably prohibited from traveling during regular work hours.

### **ARTICLE 25 – PERFORMANCE EVALUATION**

- A. The Union shall have the opportunity to review and provide input to any future changes to the performance evaluation form.
- B. Performance evaluations results may be used as a guide to personnel actions, including, but not limited to, step movement, promotion, transfer, retention after the probationary period, demotion, and termination.
- C. New Employees in the bargaining unit on probationary status shall receive written performance evaluations from their immediate supervisor (not short term acting supervisor) at least midway through and at the completion of the probationary period.

Employees will receive, at a minimum, a performance evaluation from their immediate supervisor (not short term acting supervisor) on an annual basis. The Borough may complete, or an Employee may request a performance evaluation at any time.

- D. If an Employee is expected to not meet performance expectations, the supervisor should notify the Employee verbally and followed up in writing, copying the Human Resources Director, far enough in advance to provide the Employee time to take corrective action. If a supervisor fails to complete the required

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performance evaluation timely, the Employee shall be eligible for the merit step.

- E. The evaluation process shall be in accordance with the following procedures:
1. The supervisor (reviewer) completes a draft of the performance evaluation and forwards to their director for review and comment, prior to the reviewer meeting with the Employee. Specific examples are required in the performance evaluation for any category rated as “does not meet expectations.”
  2. The supervisor meets with the evaluated Employee to discuss the content of the draft evaluation, including discussion of goals for the coming appraisal period. The supervisor completes the final evaluation.
  3. The supervisor finalizes the evaluation and sends it to their supervisor for review, comment and signature.
  4. The supervisor presents the final evaluation to the Employee who must sign his/her final evaluation to acknowledge receipt thereof, at the time of delivery. Employees may submit comments pertinent to the subject matter in the evaluation within five (5) calendar days of receipt of the evaluation to their supervisor for incorporation with the evaluation.
  5. No further comments or changes may be made on the form by management after it has been submitted to the Employee for final signature.
  6. If an Employee's Supervisor is changed between scheduled evaluations, an evaluation report may be prepared by the outgoing Supervisor. Supervisors can evaluate only that performance which took place under their supervision. However, if the immediate supervisor is no longer available, the director shall complete the required evaluation.
  7. If any changes occur in the job description due to automation, or technological advances in equipment, any Employee affected shall be

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adequately trained to operate or effectuate the automation or advances before being evaluated on these advances in equipment.

8. The original of all evaluations shall be filed in the Employee's official personnel files maintained in the Human Resources Department. This does not preclude the Department from retaining a copy of the evaluation in the departmental confidential files.
  9. Upon an Employee's separation from Borough service, that Employee may receive a final performance evaluation as contained on the Exit Interview Form, and the rehire eligibility section shall be completed prior to departure. A copy of this Exit Evaluation, if completed, and Exit Interview Form shall be placed in the Employee's personnel file, and a copy shall be provided to the Employee.
- F. Eligibility for step movement is dependent upon satisfactory job performance. Employees will advance to the next higher step on the salary on July 1<sup>st</sup> of each year, provided satisfactory performance as noted in a written performance evaluation, due on or before June 1<sup>st</sup> of each year. If the Employee received "does not meet expectations" performance rating in any category, they shall not be eligible for a step increase. Specific examples are required in the performance evaluation if any category denotes "does not meet expectations." If an Employee is expected to not meet performance expectations, the supervisor should notify the Employee in advance so that the Employee can take corrective action. If a supervisor fails to complete the required performance evaluation timely, the Employee shall be eligible for step movement if applicable.

## ARTICLE 26 – PAY ADMINISTRATION

### 26.01 - Pay Day

- A. Employees covered by this Agreement will generally be paid on a bi-weekly schedule, every other Wednesday being designated as “payday.” Direct deposits will be credited to Employee accounts on payday. Electronic pay stubs will be made available to Employees prior to payday. Checks will be mailed to the Employee’s mailing address the day before payday.
- B. Exceptions may be made to the pay date schedule to accommodate specific unusual operating requirements (i.e., year-end financial closures, etc.). In such cases, the Union and the Employees will receive as much advance notice as feasible to include alternate pay arrangements.
- C. If a payday falls on a recognized holiday, the preceding Tuesday will be designated as payday.
- D. Payroll advances are prohibited, except that the Chief of Staff may approve an exception allowing a payroll advance for an unforeseen event or circumstance to be determined on a case by case basis and in the sole discretion of the Chief of Staff.

### 26.02 - Itemized Deductions

Each Employee’s paycheck shall show a breakdown of all earnings, deductions, and leave balances.

**26.03 - Termination Pay and Benefits**

Employees who resign or are terminated shall be paid in accordance with state and federal law. The Borough shall advise all Employees at the time of exit processing of the possible continuation of all benefits to which they may be entitled (e.g. PERS, health/life insurance, etc.).

Employees are required to surrender all I.D. cards, equipment, uniforms, keys, and other Borough property on their last day of work.

**ARTICLE 27 – HOURS OF WORK & PAY STATUS**

**27.01 - Workweek and Workday**

- A. The scheduled workweek for Employees will consist of a minimum of forty (40) hours (unless specified otherwise in the job vacancy announcement) scheduled between 12:01 a.m. on Monday and 12:00 Midnight on Sunday. It is the intent of the parties that, except for unusual circumstances and subject to the Employer's right to schedule and assign hours of work, the scheduled workweek will consist of five (5) consecutive days of work followed by two (2) consecutive days off.
- B. Whenever possible, the scheduled workday for Employees shall consist of consecutive hours, exclusive of meal periods, scheduled within a consecutive twenty-four (24) hour period.
- C. All hours worked in excess of forty-one (41) hours in a scheduled workweek shall be subject to the compensatory time provisions of this Article.

**27.02 - Change of Work Schedules**

Barring unusual operating requirements or circumstances necessitating a sooner change, an Employee shall be given five (5) days notice of work schedule changes.

**27.03 - Flex Time**

When agreed by the Employee and the supervisor, a flexible work schedule may be implemented within the workweek. No Employee may flex their work schedule without advance authorization from their supervisor.

**27.04 - Compensatory Time**

Employees are eligible to accrue compensatory time on an hour for hour basis (1:1), with a maximum balance at any time of 200 hours. Advanced supervisory approval is required. Compensatory time utilization shall be treated, and is subject to, the same approval procedures as Personal Leave; except that any accrued but not used comp time will be forfeited at termination.

Employees may use accrued compensatory time while in probationary status with Supervisor's prior approval.

**27.05 - Travel Pay**

Employees who are traveling for Borough business shall be paid or receive compensatory time, if eligible, for time spent in travel mode, up to the normal scheduled workday. Time spent in travel mode, up to the normal scheduled workday, is considered actual work time and included in the compensatory calculation.

**27.06 - Acting Assignments**

- A. Supervisors, when they are out of the office on leave or in Borough travel status, may designate in writing an Employee to assume a majority (more than ½) of the regular duties, functions, and responsibilities in a higher job classification which would normally be performed during the “acting” period.” The “acting” Employee will be furnished with a description of the responsibilities and authority to be assumed for the acting period. For acting assignments that are of at least two (2) working days in length (full day increments), the Employee shall receive a pay adjustment for the entire acting period, equal to 15% of the Employee’s current base pay, for the duration of the acting assignment.
  
- B. It is understood by the parties that an Employee is not entitled to higher classification pay merely by assuming a portion of the duties of the higher classification; the Employee must assume a majority of such duties.
  
- C. Employees may decline acting assignments.

**27.07 - Meal Periods**

A meal period of not less than thirty (30) minutes but not more than one (1) hour shall be allowed at approximately the mid-point of the scheduled workday. Longer periods may be arranged between the Employee and their supervisor. The Employer will make every reasonable effort to accommodate the lunch break preference of the Employee while ensuring adequate staffing at each worksite.

**27.08 - Relief Periods**

- A. Employees will be allowed one (1) relief period during the first (1<sup>st</sup>) half of the shift and one (1) relief period during the second (2<sup>nd</sup>) half of the shift. A normal relief period is fifteen (15) minutes. The Employer has the right to schedule the taking of such relief periods to accommodate operational requirements and to establish reasonable rules governing the taking of such relief periods. When working other than the regular shift, relief periods shall be allowed consistent with the above schedule. Each break shall be free from assigned duties.
  
- B. The parties agree that the Employer shall provide a room at each work location designated as an "Employee Break Room".

**ARTICLE 28 – WAGES**

**28.01 - Cost of Living Adjustment**

For the Fiscal Year beginning July 1, 2021, Employees will not receive a cost of living allowance (COLA).

For the Fiscal Year beginning July 1, 2022, Employees will receive a cost of living allowance (COLA), added to the base salary table, based on the U.S. Department of Labor CPI-Urban for Alaska (Annual Average) for calendar year 2021, by a minimum of .50% to a maximum of 3.00%.

For the Fiscal Year beginning July 1, 2023, Employees will receive a cost of living allowance (COLA), added to the base salary table, based on the U.S. Department of Labor CPI-Urban for Alaska (Annual Average) for calendar year 2022 by a minimum of .50% to a maximum of 3.00%.

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If the U.S. Department of Labor CPI - U for Alaska (Annual average) exceeds the COLA as established in this contract by more than 2.0% in a given year, additional COLA will be granted in the amount that exceeds the 2.0%.

### **28.02 - Wages Schedule**

This contract recognizes and adopts the ASEA Exempt Professional Salary Table as incorporated herein by reference. The salary table consists of 20 steps (A-T) in the amount of 1.9%.

### **28.03 - Step Increases**

On July 1<sup>st</sup> of each year, Employees will be provided a step increase of one step, provided satisfactory performance as noted in a written performance evaluation (due by June 1<sup>st</sup> of each year). If the Employee received “does not meet expectations” performance rating in any category, they shall not be eligible for a step increase. If an Employee is expected to not meet performance expectations, the supervisor should notify the Employee verbally and followed up in writing, far enough in advance to provide the Employee time to take corrective action. If a supervisor fails to complete the required performance evaluation timely, the Employee shall be eligible for step movement. Employees reaching the last step of the ASEA salary schedule will not be eligible for additional step movement. Employees not eligible for further step movement will be considered for a merit-based adjustment per Article 29.

### **28.04 - Pay Processing for Promoted Employees**

An Employee promoted to a position in a higher salary level in the bargaining unit, shall at a minimum, be placed at the step which will provide an increase of at least 3.8%.

**28.05 - Pay Processing for Demoted and Re-employed Employees**

**Voluntary demotions:** An Employee who accepts a voluntary demotion shall enter the new level at the same step occupied in the higher level. The Employee shall not serve a new probationary period.

**Demoted for Cause:** An Employee who is demoted for cause within the bargaining unit shall enter the new level at the same step occupied in the higher level. The Employee shall be required to serve a new three (3) month probationary period.

**Re-employed Employee:** An Employee who separated from borough employment and is re-employed within sixty (60) days from their termination date shall be placed at the same longevity step they earned prior to separation.

**28.06 - Pay Processing for Lateral Transfers**

If an Employee experiences a transfer from one position to another in the same salary level, they will remain at the same salary level and step; no increase or reduction in base pay will occur.

**28.07 - Pay Processing for Reclassification of Position**

- A. If an Employee is reclassified to a higher level based upon the work already being performed by the incumbent, the Employee shall enter the new level at not less than the same step occupied in the lower level. The Employee shall not serve a new probationary period.
  
- B. If an Employee is reclassified to a lower level based upon the work already being performed by the incumbent, the Employee shall enter the

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new level at not less than the same step occupied in the higher level.  
The Employee shall not serve a new probationary period.

- C. If an Employee is reclassified to a higher salary range based upon work they have not been performing they shall be placed at the step in the higher salary range which will provide an increase of at least 3.8%. The Employee shall be required to serve a new three (3) month probationary period.

### **ARTICLE 29 – SPECIAL MERIT AWARDS**

- A. The Borough may grant Employees a special monetary award in accordance with the provisions as outlined in the Borough's Merit Pay Policy, FNSB 65.19.
- B. ASEA will be provided with a list of awards (names and amounts) after the awards are distributed to the Employees on a semi-annual basis.

### **ARTICLE 30 – HOLIDAYS**

#### **30.01 - Holidays**

The following days will be recognized as holidays with pay for all regular Employees:

1. The first of January, known as New Year's Day.
2. The third Monday in January, known as Martin Luther King, Jr.'s Birthday.

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3. The third Monday in February, known as President's Day.
4. The last Monday in March, known as Seward's Day.
5. The last Monday in May, known as Memorial Day.
6. The Fourth of July, known as Independence Day.
7. The first Monday in September, known as Labor Day.
8. The 18th of October, known as Alaska Day.
9. The 11th of November, known as Veteran's Day.
10. The fourth Thursday and Friday in November, known as Thanksgiving Days.
11. The 24th of December, known as Christmas Eve.
12. The 25th of December, known as Christmas Day.

### **30.02 - Observance of Holidays**

- A. If any holiday falls on a Sunday, the following Monday shall be observed as the holiday; if any holiday falls on a Saturday, the preceding Friday shall be the day observed as the holiday. Employees who are scheduled to work on a holiday weekend where the facility is closed will observe the holiday on the recognized holiday, as set forth in Section 30.01 above.
- B. Employees whose regularly scheduled day off falls on an observed holiday, either the scheduled workday immediately preceding or the scheduled workday immediately following are to be observed as that Employee's holiday.

**30.03 - Working on Holidays**

Employees who are required to work on a holiday shall be eligible for compensatory time, per Article 27.

**30.04 - Leave on Holidays**

Holidays which occur during an Employee's approved leave shall not be charged to personal leave.

**30.05 - Computing Holiday Pay**

A. For purposes of computing holiday pay, the average number of hours worked each week during the last 28 days (last full four weeks) shall be deemed to be the "regularly scheduled workweek," working backwards from the Sunday prior to the week in which the holiday occurs.

Employees who observe the holiday shall receive their current hourly wage rate for one-fifth (1/5) of the total number of hours in their regularly scheduled workweek.

B. The maximum holiday pay/benefit is 8 hours. Employees working a four day, ten-hour workweek, or other modified schedule exceeding 8 hours in a day, will be required to take leave for the additional hours or make up the time in the same workweek, with supervisor's advance approval.

**ARTICLE 31 – LEAVE PROVISIONS**

**31.01 - Personal Leave**

Personal leave is defined as leave that is accrued for use by the employee for time away from work to include absences for vacation and sick time. Employees accrue personal leave based upon hours worked and can request usage at their discretion.

- A. Employees with:
  - Less than three years' service: 2 days per month.
  - Three years but less than five years' service: 2 1/4 days per month.
  - Five years but less than seven years' service: 2 3/4 days per month.
  - Seven years or more of service: 3 days per month.
  
- B. Leave shall be accrued at the amounts specified above using a multiplier on all hours worked per pay period, excluding compensatory time earned. Leave shall accrue from the beginning of employment into a benefit eligible position.
  
- C. Employees can use accrued leave immediately. However, leave cannot be used in the pay period in which it is accrued.
  
- D. Employees are expected to maintain a 24 hour balance (based on FTE), for emergency/unanticipated use. The Chief of Staff has the ability to waive this provision if circumstances warrant.
  
- E. Request for personal leave shall not be unreasonably denied. Supervisor will approve or deny the Employee's request for leave within seven (7) working days of receipt of the request.

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F. Employees with less than eight (8) hours of accrued compensatory time will be required to use compensatory time before using personal leave.

G. Maximum Accrual.

1. Leave can be accrued from year to year with a maximum accrual limit of five hundred twenty (520) hours at the end of any calendar year.
2. Leave in excess of the five hundred twenty (520) hours maximum at the end of a calendar year shall be cashed out and paid to the Employee during the month of January.
3. Upon written request, and limited to three (3) times per calendar year, an Employee may request a leave cash-in of the cash value of their accrued personal leave. Cash-ins due to the five hundred twenty (520) balance rule do not count towards the three per year limit. The leave cash in rate shall not include acting pay or lead pay unless the acting or lead pay has been paid for more than six (6) consecutive months. Accrued leave may be cashed in, provided a minimum of hours equal to three (3) weeks (pro-rated to FTE) is maintained in the Employee's accrued personal leave balance. Exceptions due to unusual or unforeseen circumstances may be made by the Chief of Staff who may authorize a cash-in of the total accrued leave, waive the maximum numbers of hours available for cash in and/or increase the number of leave cash-ins permitted.

### **31.02 - Family and Medical Leave**

An Employee is entitled to Family and Medical leave in accordance with state and federal law. Employees must use available leave prior to using Leave Without Pay except that Employees may elect to retain up to twenty

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(20) days of personal leave in their leave account to use upon their return. An Employee on leave, in FMLA status, shall suffer no loss of time in Borough service nor health benefits.

### **31.03 - Parental Leave**

Parental leave is in excess of Federal and State Family & Medical Leave entitlements and can extend absences for an additional six (6) weeks if substantiated by a physician's written recommendation, for the purpose of caring for a newborn or newly adopted child. Parental leave must be requested prior to the exhaustion of Family & Medical Leave. Employees on parental leave are not eligible for holiday pay and do not accrue personal leave during such absences for any time leave without pay is used. An Employee on parental leave shall receive health benefits in accordance with Article 22 and shall suffer no loss of time in Borough service. The Employee shall, within the first thirty (30) days of parental leave, declare an approximate date of his/her intent to return to work.

### **31.04 - Borough Sick Leave Bank**

There is a Borough-wide Sick Leave Bank which shall be administered by a Sick Leave Bank Committee. The Committee shall consist of two (2) members selected by the FNSBEA, one (1) member selected by the ASEA, one (1) member selected by the Laborers Local 942 and one (1) member selected by the Employer. Details of the Sick Leave Bank and its operation are available from the Human Resources Director or the ASEA/AFSCME Office.

### **31.05 - Leave Donation**

Borough Employees may donate personal leave to other Borough Employees for catastrophic events, unforeseen emergencies/circumstances

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or serious illness or injury. Donating personal leave for payment of services or purchases or in lieu of cash transactions is expressly prohibited. The Chief of Staff shall have the authority to review and approve leave donations for any exception requests. Details of the Leave Donation process are available from the Human Resources Director or the ASEA/AFSCME Office.

### **31.06 - Leave of Absence/Leave Without Pay**

Leave without pay in excess of two (2) weeks per year will affect PERS service credit.

#### **A. Leave of Absence:**

A regular Employee may be granted a leave of absence without pay for a period of greater than two (2) weeks but not to exceed twelve (12) months, provided such leave can be scheduled without seriously affecting the operations of the Borough. Request for leave of absence without pay shall be in writing, shall be directed to the Department Director and shall contain a justification for the request. All leave of absence requests in excess of eighty (80) hours in a calendar year must be approved by the Department Director and Chief of Staff. Employees must use available leave prior to using leave without pay, except that Employees may elect to retain up to ten (10) days of personal leave in their leave account to use upon their return. Employees on a leave of absence are not eligible for holiday pay and do not accrue personal leave during such absences for any time leave without pay is used. An Employee on leave without pay shall suffer no loss of time in Borough service. A leave of absence without pay shall be considered justifiable for the following reasons:

1. Education leave;
2. Extended compassionate leave;

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3. Emergency leave; and
4. Any other approved leave of absence.

### **B. Leave Without Pay:**

The Division Manager or Department Director is authorized to approve leave without pay for periods not to exceed two (2) weeks in a calendar year. Employees on leave without pay are not eligible for holiday pay and do not accrue personal leave during such absences for any time leave without pay is used. Any Employee owing payroll deductions due to a leave without pay situation will be required to pay those payroll deductions the 1st full pay period after returning to active duty, unless arrangements were made to either pre-pay or make payments while in non-paid status. Pay cannot be reduced below minimum wage, and therefore may require more than one pay period to recover payroll deductions.

### **31.07 – Operational Closures/Program Cancellations**

- A. In the event of an operational closure due to inclement weather and/or adverse environment conditions, or a program cancellation when alternate work is not made available, Employees will be required to take accrued personal leave, accrued comp time or LWOP, at their option.
- B. Should the Borough need to close operations for an extended period of time, and a disaster has been declared by the Borough Assembly, the following pay provisions for shall be applied:
  1. Pay provision for the first 2 pay weeks of an authorized closure shall be in accordance with this section and the Borough's Inclement Weather and/or Adverse Environment Conditions Policy.

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2. If the closure exceeds a two (2) week period, at the beginning of the next pay week (A Monday and the start of the pay week) the Employer shall provide up to forty (40) hours of administrative leave to the Employee (pro-rated to the Employee's FTE) to be used during the next pay period. This administrative leave is available provided the Employee has not been offered work. This administrative leave is not available if the Employee was ordered to return to work and refused.

### **31.08 - Military Leave**

Employees, who are members of the National Guard or organized military reserves of the United States, shall not suffer a loss in pay or other Employee fringe benefits due to annual training requirements or military call-up, up to eighty-four (84) hours of pay in a calendar year. The Employee shall give as much advance written or verbal notice to the Employer as possible and is required to provide bona fide military travel orders unless precluded by military necessity or if the giving of such notice is otherwise impossible or unreasonable. Employees must return to their Borough position within the time frames as established by the Uniform Service Employment and Reemployment Rights Act (USERRA), and are required to remit to the Borough, within 30 days of return, the "Leave Earnings Statement" that must show all base salary received (including any COLA) as compensation for such duty in order to be eligible for pay and benefit continuation under this section. The net effect is the Borough will compensate the Employee for the difference between the Employee's military pay received and the Employee's Borough wages. Failure to comply will result in cessation of pay during the absence.

The Employer may change an Employee's weekend schedule to accommodate the Employee's "scheduled drill weekend." The Employee shall be given five (5) days' notice if such shift changes occur.

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Employees who are absent from employment by reason of service in the uniformed services shall be entitled to employment benefits and reemployment rights and benefits in accordance with federal law. Employees must return to their Borough position within the time frames as established by the USERRA. Employees ordered to attend additional periods of military training may take personal leave or leave without pay for such training.

### **31.09 - Court Duty**

The Employer agrees that an Employee serving jury duty or subpoenaed as a witness for a work-related matter will suffer no loss of salary or benefits as long as the time from the job is in compliance with the summons or subpoena. All hours served on jury duty will be counted as hours worked, provided it occurs on an Employee's regularly scheduled workday. Fees paid to an Employee for court duty or other related fees, except mileage and per diem, received by the Employee in connection with an absence granted under this section will be promptly returned to the Borough's Finance Department. This leave is considered administrative leave and shall not be deducted from an Employee's personal leave account.

### **31.10 - Voting Leave**

When an Employee's work schedule is such that they would be unable to vote prior to or after their normally scheduled working hours due to legally mandated polling hours, the Employee shall be granted a reasonable time off duty to vote without loss of pay or accrued leave. This leave is considered administrative leave and shall not be deducted from an Employee's personal leave account.

**31.11 - Funeral/Bereavement Leave**

In the case of a recent death (within last 12 months) in the Employee's immediate family, the Employee shall be allowed time off work without loss of pay not to exceed a total of three (3) days (not required to be consecutive), for the purpose of attending the funeral or memorial service, making necessary arrangements, family support or other similar reasons. Additional accrued leave can be taken in conjunction with funeral/bereavement leave.

For the purposes of funeral/bereavement leave, immediate family shall be defined as spouse, domestic partner, son (biological, step or adopted), daughter (biological, step or adopted), mother, father, sister, brother, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law. Such funeral/bereavement leave shall be charged as funeral/bereavement leave and shall not be charged against any of the Employee's leave accounts.

**ARTICLE 32 – TRANSPORTATION & PER DIEM**

**32.01 - Per Diem**

Reimbursement for subsistence on official trips shall be in the amount in the following per diem schedule:

- A. The authorized Per Diem rate is fifty-four (\$54.00) per day (or actual receipts can be submitted in lieu of the flat per diem rate, if approved by the Director or Chief of Staff), plus actual lodging and ground transportation expenses if required to be away from home overnight. Per Diem will be calculated on the basis of one-third (1/3) day periods. In

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order to claim a third of a day, an Employee must have obligated time of at least thirty (30) minutes into the respective period.

- B. Claims for lodging and ground transportation must be supported by receipts. Ground transportation is defined to be taxi or shuttle services. Car rental will be allowed with prior approval.

### **32.02 - Transportation Payment, Per Diem**

Employees who are required to travel on official business shall be reimbursed on the following basis:

- A. Actual cost of the airline transportation when furnished by a commercial carrier. Airfare will be at the coach rate, unless otherwise authorized by the Borough Mayor or his/her designee, and the distance shall be determined on the basis of the most economical route.
- B. Per Diem shall be paid for all time in travel status. Travel status is used for the calculation of per diem and to determine workers' compensation eligibility. The time beginning when an Employee leaves their home or normal business worksite for business-related travel purposes and ending upon their return home or normal business worksite after completion of travel. Travel status may be interrupted by personal leave usage or regularly scheduled days off during the travel status period.
- C. No bargaining unit member shall be normally required to reimburse travel and transportation costs except as provided for in Article 24.01 Educational Opportunities.
- D. No bargaining unit member shall be normally required to provide on-the-job transportation as a condition of employment. A bargaining unit member who is required to drive as part of the performance of his or her

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job duties must drive a Borough vehicle. When a borough vehicle is not available, a bargaining unit member may use his/her vehicle and he/she shall receive seventy cents (\$.70) per mile or the federal mileage rate, whichever is greater. No bargaining unit member will be required to use his/her own vehicle for Borough business unless he/she is receiving a car allowance and/or mileage reimbursement. Home to normal Borough work site or equivalent is not eligible for a mileage reimbursement.

- E. When a bargaining unit member is authorized or required to use his/her private vehicle for official travel outside the Borough, such travel reimbursement via private vehicle will be limited to the cost of commercial coach airfare. In the event that more than one Employee travels in the same vehicle, reimbursement shall be made to the Employee who provides the vehicle. Travel between Fairbanks and Anchorage via private carrier will be reimbursed at a flat rate of two hundred fifty dollars (\$250) per round trip, unless travel in this manner is required by the Borough.
- F. On an annual basis, the Borough HR Department, with input from the Department Directors will review all driving positions to ensure proper classification (required, preferred, or non-driver).
- G. Bargaining unit members who use their personal automobile for official Borough business, shall have a valid driver's license and comply with State mandated insurance requirements. Bargaining unit members driving Borough vehicles must possess a valid driver's license. If at any time a bargaining unit member's driving privileges are revoked, suspended, or otherwise lost, they must immediately notify the Employer and shall not be authorized to drive for the Borough until such time as the Borough reinstates driving privileges. If a required driver is deemed unqualified to perform driving responsibilities, the Borough will place the

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Employee in a vacant non-driving ASEA position if they meet the minimum qualifications for the position.

- H. In the event the Borough requires a bargaining unit member to have and maintain reliable transportation available at all times, as specified in writing, for a period exceeding fifteen (15) days for official Borough business and is considered to be a required driver, a car allowance is required. The car allowance reimbursement is established at three hundred dollars (\$300) per month and the current IRS federal mileage for all miles traveled on Borough business.

### **32.03 - Parking**

The Employer shall provide parking with electrical outlets for all Employees normally assigned to a Borough facility.

## **ARTICLE 33 – PRINTING OF AGREEMENT**

- A. The Borough shall pay the cost to print the Agreement. Each bargaining unit member shall receive a copy of the printed Agreement. The format shall be mutually agreed to by the parties.
- B. An electronic copy of the document will be made available on the Employer's website.

**ARTICLE 34 – SUCCESSOR CLAUSE**

This Agreement shall be binding upon any and all successors and assigns of the Employer, and no provisions, terms, or obligations herein contained shall be affected by any consolidation or unification of municipal governments. In the event that the Employer absorbs, merges, or reforms, in whole or in part, through consolidation or unification with any other Employer, seniority shall be determined as follows: The current bargaining unit member having the longest term of service with their Employer shall be number one (1) on the combined seniority list for their occupation. Continuing this process, all other current bargaining unit members shall be listed on the combined seniority list likewise according to length of service with their Employer by classification and/or duties or a position they may be qualified to perform.

**ARTICLE 35 – SAVINGS CLAUSE**

If an Article or part of an Article of this Agreement should be decided or affected by a court of competent jurisdiction (final and non-appealable judgment) or by mutual agreement of the Employer and the Union to be in violation of any Federal, State or local laws or if adherence to or enforcement of an Article or part of an Article should be restrained by a court of law, or if any section or Article should be found not in compliance with Federal regulations where compliance is required as a condition for the receipt and expenditure of Federal funds, that Article may be reopened for negotiation. The remaining Articles of the Agreement shall not be affected, and the Employer and the Union shall convene immediately for the purpose of negotiating a satisfactory replacement.

**ARTICLE 36 – CONCLUSION OF COLLECTIVE BARGAINING**

- A. This Agreement is the entire Agreement between the Employer and the Union; it sets forth all of the terms, conditions, and understandings between the parties hereto, and there are no terms, conditions, or understandings, either oral or written, between them other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding on the parties hereto unless reduced to writing and signed by them.

The parties acknowledge that they have fully bargained with respect to all terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior Agreements and understandings, either verbal or in writing except as provided in B. below, and concludes collective bargaining for the duration of this Agreement.

- B. Letters of Agreement or other contract modifications in effect at the time of signing this Agreement shall remain in effect for the duration of the Agreement unless cancelled under their own terms or by mutual agreement.
- C. This Agreement concludes all collective bargaining for the duration of this Agreement, except as may be reflected in mutual Letters of Agreements.
- D. The parties acknowledge that implementation of the monetary terms of this Agreement are subject to Assembly approval and appropriation. Should the Assembly fail to fund the monetary terms of this Collective Bargaining Agreement, the parties agree to reenter negotiations for a period of ten (10) working days. At the end of the ten (10) day period, if the parties have reached impasse, Federal Mediation and Conciliation Service (FMCS) mediation will be required prior to authorization by the Union of a strike vote. If the bargaining unit members vote to strike, all of the provisions of Article 6.01 and 6.02 are waived by both parties immediately.

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ARTICLE 37 – DURATION

This Agreement shall become effective on July 1, 2021 (upon ratification by the bargaining unit members and assembly approval), and shall remain in effect until June 30, 2024. The parties will exchange proposals no later than August 1, 2023. Formal negotiations shall commence no later than September 25, 2023, with the intent that negotiations will be completed by December 1, 2023, for incorporation into the annual budget process.

Signed this \_\_\_\_ day of \_\_\_\_ 2021.

FOR THE FAIRBANKS NORTH  
BOROUGH

  
Michelle Michel (Jul 1, 2021 12:32 AKDT)

Michelle Michel, Chief Negotiator  
Fairbanks North Star Borough

  
Bryce Ward (Jul 6, 2021 08:18 AKDT)

Bryce J. Ward, Borough Mayor



Jim Williams, Negotiating Team Member

*Diane Thomas*

Diane Thomas, Negotiating Team Member

  
Thomas Wang (Jul 1, 2021 14:57 AKDT)

Thomas Wang, Contracted Legal Resource

FOR THE ASEA/AFSCME LOCAL 52  
AFL-CIO

  
Jake Metcalfe (Jul 1, 2021 14:04 AKDT)

Jake Metcalfe, Chief Negotiator  
ASEA/AFSCME Local 52, AFL-CIO

  
Bob Jordan (Jul 2, 2021 11:46 AKDT)

Bob Jordan, Negotiating Team Member

  
Michelle Leonard (Jul 6, 2021 10:57 AKDT)

Michelle Leonard, Negotiating Team Member

  
Mike Bork (Jul 2, 2021 09:42 AKDT)

Mike Bork, Negotiating Team Member

  
Lee Williams (Jul 6, 2021 11:58 AKDT)

Lee Williams, Negotiating Team Member (Alt)

# **Alaska State Employees Association**

**AFSCME Local 52, AFL-CIO**

**Website: [www.afscmelocal52.org](http://www.afscmelocal52.org)**

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