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**ARTICLE 1. DEFINITIONS**

**Section 1 - 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.
- 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.

**Section 2 - Definitions**

- 1. **"Bargaining Unit"** in the Agreement means the Fairbanks North Star Borough Employees Association (FNSBEA), Local 6125, APEA/AFT (AFL-CIO).
- 2. **"Bargaining Unit Employee"** means a person occupying a position covered by the FNSBEA collective bargaining agreement.
- 3. **"Base Pay"** means the rate of pay paid to an employee based on the employee's range and 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. Casual employees are not eligible for any fringe benefits.
6. **"Compensatory Time"** is time off from work taken in lieu of overtime pay that is earned at the comparable overtime rate for nonexempt (hourly) employees, and hour for hour for exempt (salaried) employees.
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 excluded from the Bargaining Unit.
8. **"Continuous Service"** means uninterrupted employment with the Fairbanks North Star Borough. Absences due to military service, approved Family & Medical Leave, Leave Without Pay, or Leave of Absence does not constitute a break in service. Continuous service is not identical to Credited Service as used for retirement purposes by PERS.
9. **"Department"** means a major functional unit of the Borough government established by the Borough Assembly.
10. **"Department Director/Division Manager"** means a person directly responsible for the administration of a department or division.
11. **"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.
12. **"Employee Representative"** means any Bargaining Unit Member designated as such by FNSBEA.
13. **"Flex Time"** means an alternate work schedule occurring in a work week that is mutually agreed to by the employee and his/her supervisor. In a flex time arrangement, overtime is paid during the workweek for any hours exceeding 10 (ten) in one (1) work day or forty (40) in a work week.

14. **"Full-time Regular Employee"** is a person who is employed for a scheduled work week of thirty (30) hours or more per week. A full-time regular employee shall be eligible for benefits as set forth in this Agreement.
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. **"Lead Person"** means an employee who under the direction of his/her manager/director may be responsible for the assigning, scheduling, and reviewing the day to day work activities and quality of work including if necessary, giving technical direction to the employees supervised. The Lead Person may be requested by the manager/director, to indicate the effectiveness of the work product of the employees supervised, and any other work that may be performed (i.e. services, repairs, etc.) on behalf of the FNSB. The lead person shall provide input to the manager/director during the evaluation of an employee, however, the lead person shall not do anything more than provide verbal input and make comments.
17. **"Library Page"** is a library employee whose primary functions involve minimal responsibility such as shelving books, unpacking shipments of books, checking in and checking out library materials, checking and cleaning films in the video department, and maintaining shelf order. In addition, no more than twenty-five percent (25%) of these employees' scheduled work time may be spent performing minor clerical duties of a routine nature entailing minimal responsibility.
18. **"Merit Principles"** is defined as the filling of vacancies through promotion, transfer, or new hire and shall be based upon the principle that the person best qualified and able to perform the functions of the position will be selected to fill that position.
19. **"Part-time Regular Employee"** is a person who is employed for a scheduled work week of twenty (20) hours up to thirty (30) hours. 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.

20. **“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.
21. **“Probationary Employee”** means a regular employee who has not completed his or her probationary period.
22. **“Recall”** is when an employee has left his place of work and/or duties and is subsequently required to return to work on an unscheduled basis prior to, and not as an early start on, the next scheduled work day or scheduled overtime. An employee is not “recalled” when directed, required, or scheduled to work overtime on a scheduled day off or when given advance notice of the need to return to work prior to his next regularly scheduled shift.
23. **“Regular Employee”** means a full-time, part-time or seasonal employee who has been retained in his/her 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.
24. **“Regularly Scheduled Work Week”** means an average number of hours worked during the last two (2) full pay periods. The average number of hours worked each week during the last two (2) full pay periods shall be deemed to be the “regularly scheduled work week” for purposes of computing holiday pay only.
25. **“Seasonal Employee”** means an employee who holds a regular, budgeted seasonal position with the title of: Park Ranger, Lead Park Ranger, Equipment Operator, Park Caretaker, and Park Groundskeeper. Seasonal employees are afforded recall rights to return to the seasonal position each year.
26. **"Standby" or "On Call"** is when an employee is assigned by their department supervisor to be available by beeper or other means after their regularly scheduled shift, to return to work on an unscheduled basis when the need arises.

27. **“Supervisory Employee”** means an employee having substantial responsibility on behalf of the Employer who regularly participates in the 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.
28. **“Term Employee”** means a project specific employee holding a position for a period of more than six months but less than two years, with a projected discharge date which may be adjusted according to funding limitations or completion of work. Employees hired to fill a term position shall enjoy all benefits of a regular employee with the exception of employment protection beyond the life of the designated project(s).
29. **“Training Position”** is a position where the minimum requirements of a regular position are waived or reduced by the Borough to allow for internal promotion and training into a regular position. The position may be classified one or two ranges below the normal classification range during the training period.
30. **"Travel Status"** bargaining unit members shall be considered in travel status from the time an authorized trip begins until it ends. For purposes of interpretation, travel status will begin and end when the bargaining unit member leaves and returns to his/her immediate work station if travel begins and ends during assigned working hours, or when the bargaining unit member leaves and returns to his/her home if travel begins or ends outside assigned working hours. Travel status is primarily used for calculation of per-diem.

## **Article 2. Recognition and Bargaining Unit**

### **Section 1 - Recognition**

The Fairbanks North Star Borough, herein after referred to as the "Employer" or "Borough", recognizes the Fairbanks North Star Borough Employees Association, Local #6125, APEA/AFT (AFL-CIO), herein after referred to as "FNSBEA" or "Union", or the "Association" as the exclusive representative for all full-time regular, part-time regular, seasonal and term employees in the Fairbanks North Star Borough for collective bargaining with respect to salaries, wages, hours, and other terms and conditions of employment. The FNSBEA contracts with the Alaska Public Employees Association (APEA/AFT) for services and has authority to administer the contract and acts as FNSBEA's agent.

### **Section 2 - Exclusions**

FNSBEA is not the exclusive representative for the following positions.

- A. Positions that are elected (Assembly Members and Mayor); appointed (Borough Clerk, Deputy and Assistant Deputy Borough Clerk, Chief of Staff and Borough Attorney); confidential employees and supervisory employees as defined in Article 1; and
- B. All casual employees, college interns, high school student-trainees, positions reserved for senior citizens or disabled persons, and trainees employed under federal or state programs with a finite terminal date. It is not the intent of the Employer to use these employees in place of budgeted regular positions or to use these employees to circumvent hiring/budgeting of regular positions.
- C. Employees of the Borough Transportation Department covered under Laborers Local 942.

### **Section 3 - Clarifications**

- A. Additional classifications or reclassification shall be included within the bargaining unit or exempt there from on the basis of inclusion or exemption according to above definitions.
- B. The Employer and FNSBEA have adopted a formal review process to determine inclusion/exclusion of newly created positions or positions reclassified due to job duty changes in the bargaining unit. However, should unresolvable differences as to inclusion or exclusion from the bargaining unit occur, either party may request that the jurisdiction be determined in accordance with Alaska Statutes.

### **Section 4 - Casual Employees**

- A. It is recognized that the need exists for the employer to hire casual employees in positions whose functions are identical to positions in the Bargaining Unit. It is not the intent of the Employer to use casual employees in place of budgeted regular positions or to use casual employees to circumvent hiring/budgeting of regular positions. Every reasonable effort will be made to offer available work hours to regular employees before casual employees are offered these hours, unless overtime would be required. Regular employees will be offered work before casuals are assigned overtime.

A casual employee may not work more than 900 hours in a calendar year. Casual employees exceeding 900 hours in a calendar year will be immediately terminated unless the current assignment is to replace a regular employee on leave (including FMLA, leave of absence or paid leave). In such a case, the casual employee may be retained until the regular employee returns.

- B. Employees hired under the summer hire programs in Parks & Recreation and the Public Works Solid Waste Litter Patrol shall be classified as casual unless otherwise defined by the contract as seasonal.

### **ARTICLE 3. POLICY AND PURPOSE**

It is the policy of the Employer and FNSBEA to continue harmonious and cooperative relationships between Borough employees and the Employer to insure orderly and uninterrupted operations of the government. This policy is effectuated by the provision of the Public Employment Relations Act, A.S. 23.40, of the State of Alaska, and ratified by the Fairbanks North Star Borough Assembly in Resolution No. 72-69, granting public employees the rights of organization and collective bargaining concerning the determination of the terms and conditions of their employment. The Employer and FNSBEA now desire to enter into an Agreement reached through collective bargaining which will have as its purpose, among others, the following:

- A. To recognize the legitimate interest in the employees of the Fairbanks North Star Borough to participate through collective bargaining in the determination of 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 Borough Government.
- E. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

## **ARTICLE 4. NON-DISCRIMINATION**

### **Section 1 - Hiring and Management Treatment**

- A. Employees shall not be discriminated against with respect to compensation terms, or conditions of employment because of race, color, national origin, sex, age, religion, marital status, or changes in marital status, parenthood, disability, or union affiliation. 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 Fairbanks North Star Borough's 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.
- C. Notwithstanding the prohibition against discrimination set forth above under (A) of this section, the employer may provide greater health and retirement benefits to employees who have a spouse or dependent children than are provided to other employees.

### **Section 2 - FNSBEA Admittance**

The FNSBEA agrees that it will not discriminate against any Bargaining Unit Member with respect to admittance to FNSBEA membership because of race, color, national origin, sex, age, religion, marital status, or changes in marital status, parenthood or disability; and agrees to comply with applicable Federal and State Statutes and regulations prohibiting discrimination.

## **ARTICLE 5. FNSBEA SECURITY**

### **Section 1 - Agency Shop**

- A. It is recognized that FNSBEA owes the same responsibilities to all employees and is to provide benefits and services to all bargaining unit members whether or not they are members of FNSBEA. All employees shall, as a condition of continued employment, either become a member of FNSBEA and pay FNSBEA dues or pay an agency fee to FNSBEA as allowable by the law. Payment of FNSBEA dues or agency fees shall commence within thirty (30) days after the date of hire.
  
- B. Upon the written request by FNSBEA to the Borough, a unit member employed for more than thirty (30) days who is not complying with the member or agency shop provision of the agreement shall be terminated in accordance with FNSBEA's written instructions. FNSBEA's written request for termination shall include copies of correspondence with the employee documenting the FNSBEA's efforts to enroll the employee as a member or agency fee participant. Where such dismissal action is taken by the FNSB in accordance with FNSBEA's written request, the FNSBEA shall hold the FNSB harmless provided the Borough has exercised ordinary diligence.
  
- C. A person hired in a bargaining unit position shall be informed, at the time of the employment offer, of the FNSBEA membership obligation under this Agreement. At the time of new employee orientation, the new employee shall be given APEA/AFT enrollment forms and notified that he/she will be contacted by an FNSBEA Employee Representative. The Employer shall notify the APEA/AFT Field Office, as soon as it is practical after hiring a new employee, to inform the APEA/AFT Field Office of the new employee's name. An Employee Representative shall be allowed a maximum of thirty (30) minutes time, during normal working hours, with the new employee within the first fifteen (15) working days of employment. This time is to perform the FNSBEA enrollment action and discuss the FNSBEA's function with the new employee.

- D. The Borough shall not sign up new hires for FNSBEA membership, dues or agency fees, but will include the FNSBEA membership information and forms in the orientation package. The Borough will set-up the appropriate deductions for APEA/AFT/FNSBEA dues and initiation fees (as established by APEA/AFT/FNSBEA), when applicable.

## **Section 2 - Exclusive Negotiations with FNSBEA**

The Employer shall not negotiate or handle grievances with any employee, organizations, or individual other than APEA/AFT/FNSBEA and its representatives with reference to terms and conditions of employment of employees covered by the Agreement.

## **Section 3 – Check off and Payroll Deductions**

- A. Employees who desire to have dues or fees (as specified in this section) deducted from the pay to which they would otherwise be entitled and have those funds paid to the APEA/AFT/FNSBEA shall authorize such payroll deductions by executing a check off on a form mutually agreed to by the parties to this Agreement. Upon receiving such authorization, the Employer shall make the deductions so authorized and promptly forward these deductions to the APEA/AFT. The APEA/AFT/FNSBEA shall have the right to receipts from deductions of APEA/AFT/FNSBEA and Employee's Political Information Committee (EPIC) dues. The Business Manager of APEA/AFT shall immediately notify the Human Resources Director and Mayor of the Fairbanks North Star Borough in writing of a decrease or increase in authorized dues or fees deducted.
- B. The Employer shall then make the appropriate changes in payroll deductions. The Employer shall remit employees' authorized APEA/AFT/FNSBEA deductions to the duly authorized representative of the APEA/AFT, together with list of the

names of the employees from whose pay deductions are made. All changes in address of employees shall be transmitted to the APEA/AFT immediately.

- C. The FNSBEA agrees to hold the Employer free from all liability in connection with the collection of dues or fees, except that the Borough shall be held to the exercise of ordinary diligence and care in the transmittal of the monies to the APEA/AFT/FNSBEA.

#### **Section 4 - Meeting Space**

Where there is appropriate available meeting space in the buildings owned or leased by the Employer, this space may be made available for meetings of the FNSBEA, provided that a request is approved in advance pursuant to the rules of the department concerned. Such approval shall not be unreasonably withheld or delayed.

#### **Section 5 - List of Bargaining Unit Members**

The Employer shall furnish to the APEA/AFT/FNSBEA a roster of bargaining unit members and their addresses semi-annually at no cost to APEA/AFT/FNSBEA, first on June 30th and second on December 31st, and again as soon as practical after the execution of this Agreement. Other reasonable requests shall be honored by the Employer. The Employer will furnish the FNSBEA by providing to the APEA/AFT (Northern Region Office) with a copy of a Monthly Personnel Employee Report.

#### **Section 6 - Professional Representation**

The FNSBEA shall have representatives from APEA/AFT who are not employees of the Employer who shall be authorized and empowered to speak for the FNSBEA in all matters governed by this Agreement and shall be permitted with prior approval of the Employer, to visit any work site at any time bargaining unit members are on duty. Such approval shall not be unreasonably withheld or delayed.

## **Section 7 - Bulletin Boards**

The FNSBEA shall have the right, upon mutual agreement with the Employer, to use reasonable bulletin board space where it exists, and to provide and install a board(s) where it does not currently exist, for the purpose of posting FNSBEA information. Employer retains the right to approve the location of any bulletin board provided by FNSBEA. No bulletin board provided by FNSBEA shall be permitted in any public area. Bulletin Boards shall be permitted in the Administration Center in accordance with present practice, and one bulletin board per other Borough facility. However, no political information or derogatory information referencing the Borough or its personnel may be posted on the bulletin boards.

## **Section 8 - Employee Representatives**

There shall be six (6) Employee Representatives who are employees of the Borough, who shall be properly dispersed at the primary Borough locations. The employee representatives shall be entitled to two (2) hours per week during normal working hours to perform their official representative duties, including FNSBEA business, handling employee requests, providing information to employees and handling grievances. A maximum of 104 hours per calendar year of administrative leave for the activities as described in this section is funded by the Borough and will not reduce the individual representatives personal leave bank, or the Associated Leave Bank, as described in Article 24, Section 7. Any hours used in excess of 104 per calendar year, per representative, will require a deduction from the Associated Leave Bank.

Normal protocol will be observed with their supervisor prior to engaging in their duties as an employee representative. It is agreed that the employee representatives conducting representation duties shall, wherever possible, meet outside the presence of other employees. Time spent by employee representatives outside of his/her workday will not be counted as work time. It is not the intent of the parties for the employee representative to receive overtime pay while performing employee representative duties outside of the work day.

For the purpose of layoff of positions in the bargaining unit, Employee Representatives shall head the seniority list of Borough service, provided that the Employee has at least six (6) months of continuous service as a designated Employee Representative.

### **Section 9 - Non-Discrimination**

No Bargaining Unit Member shall be discriminated against for upholding lawful union activities. Employees who serve on an FNSBEA committee or committees, serve as Employee Representative or as an officer of FNSBEA's shall not lose his/her position or be discriminated against for these reasons.

## **ARTICLE 6. FNSBEA RESPONSIBILITY**

- A. FNSBEA agrees that this Agreement is binding on each and every member of the Bargaining Unit.
- B. FNSBEA agrees that it will combat absenteeism and other practices which may hamper the Employer's operation and that the FNSBEA will vigorously support the Employer in efforts to promote goodwill between the Employer and Bargaining Unit Members.
- C. FNSBEA agrees to make every effort to see that the Bargaining Unit Members under this Agreement obey all reasonable rules and regulations as prescribed by this Agreement.

## **ARTICLE 7. AVAILABILITY OF THE PARTIES**

### **Section 1 - Joint Meeting**

FNSBEA and the Employer agree to meet upon request of either party and at reasonable times to discuss the interpretation and application of this Agreement. The FNSBEA and the Employer agree to advise the other party of their representatives for this purpose.

## **Section 2 - Labor/Management Committee**

- A. To facilitate two-way communications between the parties and to promote a climate conducive to constructive employee relations and greater productivity, a joint labor/management committee shall be established at the executive level of the Fairbanks North Star Borough. This committee shall consist of three (3) Management Representatives and three (3) FNSBEA representatives, and shall be chaired by the Fairbanks North Star Borough Mayor or his designee. Upon advance approval of the Labor/Management Committee, participation of a representative from the Laborers Local 942 will be allowed when the subject matter is of interest to all parties.
- B. This joint committee shall meet upon request of either party on a quarterly basis to discuss matters of mutual interest, including operating problems, methods of improving productivity, morale and public relations, or to work on specific issues as required in this agreement. Approved time spent in meetings shall neither be charged to leave credits nor considered overtime worked.
- C. The committee(s) shall have no authority to contravene any provisions of this Agreement, nor 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 management representatives and FNSBEA Designated Negotiators.
- D. 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 FNSBEA.

## **ARTICLE 8. PRE-NEGOTIATION FINANCIAL INFORMATION**

The Borough agrees to furnish, upon timely request, the legally required statistical, budgetary, or payroll information for bargaining unit members necessary to the orderly conduct of collective bargaining.

## **ARTICLE 9. EMPLOYEE DISCIPLINE**

### **Section 1 - General**

- A. The FNSBEA recognizes the Employer's right to adopt and implement reasonable rules and regulations pertinent to safety, standards of conduct and work rules. All employees shall be subject to such rules and regulations, and violations of such directives shall subject the offending employee to disciplinary sanctions.
- 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. The Employer is not required to follow the progressive steps of discipline for serious violations of the work rules as generally defined under Section 3 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.

## **Section 2 - 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 FNSBEA 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.

If the parties are unable to reach agreement or the problem persists despite an agreement, the supervisor may administer disciplinary action as set forth in Sections 3 and 4.

## **Section 3 - Disciplinary Administration**

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.

Suspension or dismissal may be appropriate for the first offense only for serious rule violations like theft, assault, dishonesty, fighting, 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.

#### **Section 4 - Employee Rights**

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 FNSBEA. This is part of the preliminary investigation to determine if the allegation is accurate and warrants discipline or further investigation.

##### **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 notification of intent (NOI) to investigate and impose disciplinary action (see Intent to Investigate form) is completed and given to the employee at least 2 (two) business days prior to the meeting. A copy of the NOI shall be given to the Human Resources Director and the APEA/AFT field office.
2. The employee receives the memo and is informed that he/she has the right to have an FNSBEA representative present.

3. The meeting between the employee, FNSBEA 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 FNSBEA shall be given up to three (3) days to do an investigation if they desire.
  5. Another meeting, at the discretion of FNSBEA, may be set up after the three (3) 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 5 above, and if it is determined by management that a written reprimand, suspension, or discharge is warranted, the employee shall receive in writing the actual appropriate disciplinary action (see Disciplinary Action Form) with a copy hand delivered or mailed to the APEA/AFT field office.
- B. A formal written letter of reprimand shall be removed from any files pertaining to that employee after two (2) years (or a lesser time if mutually agreed to by the parties) of issuance if there have been no further incidents.

### **Section 5 - FNSBEA Notification**

The Employer agrees to furnish the APEA/AFT field office, either by fax, hand (receipt) or by Certified Mail, 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.

### **INTENT TO INVESTIGATE**

TO:  
FROM:  
SUBJECT: Notification of Intent to Investigate and If Necessary, Impose Disciplinary  
Action  
DATE:

A preliminary investigation has revealed that on \_\_\_\_\_ you

Prior to implementation of disciplinary action, you will have an opportunity to respond to the allegations and to have an FNSBEA representative present.

An appointment to discuss this matter has been scheduled for \_\_\_\_\_.

cc: Human Resources Director  
APEA/AFT

**DISCIPLINARY ACTION**

TO:  
FROM:  
SUBJECT: Disciplinary Action  
DATE:

After further investigation and our meeting with you on \_\_\_\_\_ regarding the allegations of

I have determined that

---

This letter is to serve as a (written reprimand, suspension or discharge)

\_\_\_\_\_.

You are hereby reminded of your rights under the FNSBEA contract.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

cc: APEA/AFT  
Human Resources Director  
Personnel File

**ARTICLE 10. GRIEVANCE PROCEDURE**

**Section 1 - Definition**

- A. A "Grievance" as defined in this Agreement is a complaint, controversy, or dispute arising between the parties. The Grievance Procedure outlined herein shall be the sole means of settling grievances.
- B. Complaints or disputes relating to the State of Alaska Public Employees Retirement System (PERS) shall not be subject to resolution by this Grievance Procedure.
- C. Having a desire to promote and maintain labor relations harmony, the parties agree that they will promptly attempt to resolve all complaints or disputes arising between them. The employer and the FNSBEA agree to utilize the following procedure as the sole means to resolve differences between the parties.

- D. No employee shall be disciplined or discriminated against in any way because of the employee's use of the grievance procedure.

## **Section 2 - Grievance Format**

- A. The parties agree that the current grievance form will continue to be utilized but may be altered by the mutual agreement of the parties. It is the intent of the parties that the allegations be made with specificity in order to allow the parties a full opportunity to investigate, discuss the grievance and resolve it prior to arbitration.
- B. Grievances involving a disciplinary suspension of more than three (3) days must be entered into the formal grievance procedure at the STEP TWO level.
- C. Dismissal Grievances for non-probationary employees must be entered at the STEP TWO level. The effected employee will remain in paid status until the remedies under the STEP TWO grievance process (Article 10, Section 3, STEP 2) is 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 Borough. FNSBEA agrees to process the grievance in a timely manner and to provide the Borough with all relevant information and documentation within FNSBEA's 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 Borough still believe termination action is the appropriate discipline, the termination will become effective the date the STEP TWO decision is rendered. The process for probationary employees non-retention grievance processing is defined in Article 17.
- D. Grievances involving or resulting from decision by the Mayor or Chief of Staff may be entered into the Formal Grievance Procedure at the STEP TWO level.

### Section 3 - Procedure

**STEP ONE** The Employee, either alone or accompanied by an FNSBEA Representative, shall present the grievance in writing to the supervising division manager or Department Director, as may be appropriate and a copy to the Human Resources Director, within fifteen (15) working days of the effective date of the alleged dispute or controversy or within fifteen (15) working days after the employee should have reasonably known of the action or inaction, whichever is later. The division manager or Department Director, as may be appropriate, shall respond to the Grievant, the FNSBEA Representative and the APEA/AFT Field Office in writing within five (5) working days.

**STEP TWO** If the grievance is not settled at STEP ONE, if applicable, the grievance must be submitted to the Employer's Human Resources Director within ten (10) working days of the STEP ONE Employer's response. The grievant, APEA/AFT Field Representative, FNSBEA employee representative, the Human Resources Director, and the appropriate Department Director shall meet within five (5) working days of the STEP TWO NOTICE and attempt to resolve the issue. Within three (3) working days of the STEP TWO grievance meeting, the Employer's representative shall mail a written decision to the grievant and the APEA/AFT Field Office. The APEA/AFT may, within fifteen (15) working days of the delivery of said Employer's notice, request that the dispute be submitted to arbitration.

**STEP THREE (ARBITRATION)** - Any grievance which involves the application or interpretation of the provisions of this Agreement may be submitted to arbitration.

- A. The parties shall cooperate with each other and shall provide all relevant documents requested by the other unless barred by law from disclosure. The parties shall exchange exhibits /witness lists at least 10 days before the arbitration. The parties shall cooperate in making all witnesses available for interview prior to the arbitration. Bargaining unit members who are subsequently

interviewed by the Borough prior to arbitration will have union representation present during the interview. Requests by the Union to interview management employees will be coordinated through the Borough Legal Department.

- B. If additional information becomes available between submission of exhibits/witness lists and the arbitration, that information will be made available to the other party immediately. If both parties agree, following the receipt of the additional information, the Arbitration may be rescheduled to allow the parties to resolve the issue in light of the new information.
- C. Employees who are subject to dismissal are left in paid status during the Step 2 grievance process, giving the Union their opportunity to investigate and provide relevant information that may affect the issuance of discipline. See Article 10, Section 2(C).
- D. The arbiter shall be empowered to mitigate the penalty as equity suggests under the facts but shall have no authority to rule contrary to, to amend, add to, subtract from, or otherwise modify the terms of this Agreement.
- E. Unless otherwise agreed by the parties, the arbiter shall render his opinion within the 30-day time frame recognized by the American Arbitration Association and Federal Mediation and Conciliation Service. The decisions and awards of the arbiters shall be binding upon all parties to this Agreement and enforceable under the provisions of A.S. 9.43.010-180 (which shall be included by reference in this provision(s)), except that issues of gross legal errors may be appealed as provided by Alaska Court Rules.

#### **Section 4 - Selection of Arbiter**

Upon signing the agreement, the parties shall meet and endeavor to agree upon a panel of nine (9) arbitrators to be used for any future arbitration. Failing to reach an

agreement, the parties shall request the American Arbitration Association or the Federal Mediation and Conciliation Service to provide a listing of nine (9) arbitrators.

When the need for an arbitrator arises, the parties shall select an arbitrator from the panel of nine by alternately striking names from the list; the order of striking shall be determined by the toss of a coin flipped by the APEA/AFT Representative and called by the Employer.

### **Section 5 - Payment of Arbitration**

Expenses incident to the services of the arbiter shall be paid by the losing party, or if no losing party can be determined, the expenses shall be apportioned as in the arbiter's judgment is equitable.

### **Section 6 - Arbitration Witnesses**

Each party shall bear the expenses incurred in presenting its own case before the arbiter. The Borough shall not deny a bargaining unit member administrative leave to appear as a witness at an arbitration.

### **Section 7 - Time Limits**

The time limits prescribed in this section for the initiation and completion of steps of the grievance procedure may be extended by mutual consent of the parties so involved. Likewise, any step in the grievance procedure may be eliminated by mutual consent. Mutual consent shall be indicated in writing and shall be signed by all parties involved.

## **ARTICLE 11. EDUCATIONAL OPPORTUNITIES AND TRAINING**

It is the policy of the Borough to make available to employees educational and/or training opportunities, providing funding is available, in order that services rendered to

the public and the FNSB will be more efficient and cost-effective and to ensure a well qualified and trained workforce.

### **Section 1 - Educational Opportunities**

The Department Director 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 only offered locally during regular working hours may be approved by the Department Director provided reasonable arrangements can be made to schedule leave or make up the time off needed to attend the course. It is agreed that attendance at a course shall not be considered time worked unless the Borough approves attendance. It is agreed by the parties that any such arrangements are exempt from the shift differential provisions of this Agreement.
- D. The employee has made timely written application for approval of the course and tuition reimbursement to his/her Department Director.
- E. The employee submits evidence of satisfactory completion of the course, at which time cost reimbursement will be made.
- F. An employee wishing to enroll in any educational opportunity or training under this program should submit tuition and course-related fees refund requests to his/her Department Director for approval prior to registration.

## **Section 2 - Training**

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

## **Section 3 - Required Training**

If any State or Municipal ordinance requires course work to maintain licensing or certification for an employee to perform his/her required duties, or if the Employee is directed by the Employer to attend a course, the course cost shall be paid by the FNSB. 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 a State law or Municipal ordinance requires an employee to obtain a license or certification for a job which did not previously require a license or certification;
- B. When the course hours fall within the Employee's regularly scheduled shift;
- C. When the course hours fall outside of the Employee's regular shift and the Employer has directed the Employee to attend the course, provided that if attendance at such course will result in overtime, the Employer may change the Employee's regular shift to avoid overtime. Such shift changes are not subject to any prior minimum notification requirements for shift 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.

If an employee is attending a course outside of the Fairbanks North Star Borough, the following will determine compensable time while in travel status:

**Same Day Travel:** (Travel that is expected to be completed in the same day). All time spent in travel mode is counted as hours worked and is therefore compensable time and counted for purposes of computing overtime pay.

**Overnight Travel:** (Travel that includes an overnight stay). 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. 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 12. SAFETY**

### **Section 1 - General**

- A. The Employer's rules concerning safety and equipment standards shall be in accordance with applicable State and Federal directives and prudent job-site operating practices.
- B. No employee will be required or requested to perform work in an unsafe manner or using unsafe equipment.
- 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.

## **Section 2 - 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 work force. Failure to use such safety equipment shall constitute just cause for discipline.
- B. Borough vehicles scheduled for use on public highways shall be furnished with seat restraints, a first-aid kit and flares. Any intentional or negligent misuse of Employer-provided safety equipment shall be considered a major violation of the work rules.
- 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 pacs, rubber smocks, filter masks, etc.), as may be necessary. Failure to use such protective clothing or masks shall constitute just cause for discipline.

## **Section 3 - Reporting**

- A. All equipment or working areas which are claimed to be unsafe shall be reported to the immediate supervisor or Division Manager in charge of the area, the Occupational Health & Safety Technician and Risk Management who shall take immediate steps to jointly investigate the complaint and institute timely corrective action as necessary to correct the hazard.
- B. It shall not be a violation of this Agreement or grounds for disciplinary action of a bargaining unit employee(s) 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 officials with recognized expertise in the professional field. Frivolous claims of safety hazards by an employee may be grounds for disciplinary action.

**ARTICLE 13. RETIREMENT**

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

## **ARTICLE 14. WORKERS' COMPENSATION**

The Employer shall maintain the statutory required levels of Workers' Compensation coverage. The employer may elect to self insure this coverage.

An employee on workers' compensation leave that is either ineligible for FMLA or has exhausted their FMLA rights, may elect to use four (4) annual leave hours per pay period to maintain their benefit eligibility.

## **ARTICLE 15. POLITICAL ACTIVITIES**

### **Section 1 - Employee Political Rights**

A Borough employee may:

- A. Be a member or officer of a national, state, or local political party;
- B. Take part in political campaigns during non-work hours or on approved leave;
- C. Express political opinions; however, while engaged on official business, a Borough employee may not voice private political preference or opinions nor display or distribute partisan political material;
- D. Register party preference;
- E. Serve as a voting or non-voting delegate at a party convention;
- F. Be appointed, nominated, or elected to a non-partisan public office in a local government unit. If a member accepts a seat on the FNSB Assembly, the employee will resign FNSB employment before assuming the position;
- G. Make contributions to a political party or candidate for public office.

### **Section 2 - General Prohibitions**

A bargaining unit employee shall not be compelled to make an assessment, subscription, contribution, or service for a political party.

## **ARTICLE 16. FILLING OF VACANCIES**

### **Section 1 - Career Opportunities**

Pursuant to merit principles and to encourage career opportunities, the parties agree that it is their mutual intent that vacant or newly established bargaining unit FNSB positions be filled by qualified FNSBEA Bargaining Unit (internal) members subject to the stipulations of this Article. In furtherance of these objectives, the parties have agreed to the following procedures. These procedures shall apply to all bargaining unit positions.

### **Section 2 - Employment Criteria**

In filling a vacancy, factors to be considered include prior experience and performance, job-related skills and ability, reliability, education and training, the ability to get along with others and, where relevant to the position to be filled, requisite physical qualifications.

### **Section 3 - Posting of Vacancies**

- A. All vacancy announcements for bargaining unit positions shall be posted, in all facilities, and shall specify, at the minimum, the date the position opens, the precise job title, division, reporting relationships, wage, a narrative sampling of representative functions, the contents of the official job description, minimum qualifications, and the date the position closes. A copy of all such vacancy notices shall be mailed, emailed or faxed on the date of posting to the APEA/AFT Field Office.

- B. All vacancy announcements for bargaining unit positions shall be posted "internal" in all facilities for five (5) working days before advertising external.
- C. If there are no qualified internal applicants, the Borough, at its sole discretion, may waive the minimum requirements of a position and readvertise as a training position. When the minimum requirements are waived and/or reduced, the position may be offered to a FNSBEA member, one or two ranges below the normal classification range.

The successful applicant must meet the minimum requirement and satisfactorily perform the essential functions of the position within one year. Once the employee has demonstrated the ability to work satisfactorily at the higher capacity, he/she will be placed at the position's appropriate range and step. All time worked in the lower range shall count towards the completion of a six (6) month probationary period.

- D. If two or more qualified bargaining unit members apply for the position, and their employment application and resume (if submitted) establishes that they meet the minimum qualifications as listed on the job description for the position, no external advertisements shall be permitted and no external applicants shall be considered for the position until the internal applicants have received a formal interview and/or examination, as may be applicable. Employees applying for a position that is being advertised external will receive the same consideration as all external applicants.
- E. If approved by the FNSBEA concurrent recruitment may be undertaken, however an internal review in accordance with Section 5 of this Article will occur prior to any external applications being considered. Concurrent recruitments are allowed for the following positions: Library Page, Assessing Clerk, Lifeguard I, Recreation Specialist, Adaptive Recreation Specialist, and on a case by case basis as requested by the Borough and approved by FNSBEA.

- F. Bargaining unit vacancy announcements shall be posted on the bulletin board near the Human Resources Department and at each FNSB facility where FNSBEA members perform their duties or may be stationed, for a period of not less than five (5) working days before the closing date. The Human Resources Department shall maintain a record of the date of such postings, which shall be open for inspection by APEA/AFT Field Representatives. If no qualified applicants apply, either internally or externally, and the minimum qualifications are waived or modified by the Borough, another internal posting shall be required.

#### **Section 4 - Submission of Internal Applications**

- A. A bargaining unit employee who wishes to be considered for a vacant position shall submit an updated employment application and resume (if desired) and any other required documents as specified in the Vacancy Announcement, to the Human Resources Department prior to the stipulated closing date.
- B. A bargaining unit employee who is departing on a leave of absence and wishes to be considered for vacancies that may occur during their absence shall, prior to departing on such leave, submit a current employment application to the Human Resources Department accompanied by a memorandum stipulating the positions they wish to be considered for. The Employer will not be required to delay recruitment to interview employees on a leave of absence if the delay would result in the Employer not having available essential skills.
- C. All internal applicants whose updated applications establish that they meet the minimum qualifications listed on the job description shall receive an interview.
- D. Internal applicants who are not selected for an interview shall be notified verbally or in writing. Upon request by the applicant, Human Resources shall provide in writing, the reasons why they did not receive an interview. If the internal

applicant remains dissatisfied after receipt of the explanation, they may appeal the decision and submit additional qualifying information within two (2) working days to the Human Resources Director, who shall promptly review the appeal and any additional information received with the hiring supervisor. The Human Resources Director and hiring supervisor shall determine whether the applicant shall receive an interview; that decision shall be final.

When interviews are completed, any applicant who has been unsuccessful shall receive written or verbal notice. An applicant may, within two (2) working days, request in writing the reason for non-selection, and/or a review by the Human Resources Director. The Human Resources Director shall promptly review the selection process and rely upon the application materials submitted by the applicant prior to the interview, interview notes and other screening devices. No filling of any position shall be final until this review process has been completed. The decision of the Human Resources Director with respect to the filling of the vacancy shall be final.

- E. Submission of an application for employment constitutes approval by the applicant for the prospective hiring supervisor to have full access to the worker's personnel file, and to contact the employee's current supervisor relative to job credentials.

## **Section 5. - Selection Procedure**

- A. If two or more qualified bargaining unit members apply for a position vacancy, the most suitable internal applicant shall be selected. For purposes of this Article, the determination of whether a bargaining unit member is qualified for any given vacancy shall be based upon the person's written 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 **official personnel file**. If, during the probationary period provided for in Article 17 of this Agreement, the employee demonstrates unsatisfactory ability to perform the job, then in

accordance with Section 3 of Article 17 of this Agreement the employee shall be returned to his former position without loss of job or benefits.

- B. If only one bargaining unit member qualifies for a position vacancy, the employee must be interviewed. The Employer may advertise the position vacancy to the general public and may select the most qualified applicant to fill the vacancy regardless of whether or not the applicant is a bargaining unit member.

### **Section 6 - Examinations**

The Borough shall maintain an equitable examination process to assist in the assessment of applicant qualifications. If an examination is required as a pre-requisite to qualifying for a Borough position, all applicants, internal and external, shall be required to take such examinations. Any required examination shall be noted in the vacancy announcement.

**ARTICLE 17. PROBATIONARY PERIOD****Section 1 - Object**

The probationary or working test period is an integral part of the examination process. Its purpose is to provide the Employer an opportunity to measure the Employee's abilities against the job requirements, and to provide the Employee an opportunity to measure the job requirements against his/her personal needs, enabling either to reverse the action without prejudice, or right to arbitration.

**Section 2 - Duration Upon Hire**

All new full-time, part-time, seasonal, and term employees shall complete a six (6) calendar month period of probation while on work status. For purposes of this section work status shall mean being physically on duty. During the initial probationary period, employees may be terminated at any time if the supervisor, acting in good faith, is actually dissatisfied with the employee's job performance. The probationary period may be extended up to 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. The Employer shall provide the Employee with a precise and complete detailed (including "goals to be achieved during the next three (3) months") written explanation of the reasons for the extension of the probationary period. Upon satisfactory completion of the probationary period, the employee shall attain regular status. Unsatisfactory performance during probationary period means non-retention without the right to arbitration. However, the Union does have the right to file a grievance (at the step two level) on behalf of the individual who is being non-retained. Notice of the non retention will be given to the APEA Field Office and the FNSBEA President. The grievance must be filed as soon as practicable but no later than five (5) working days of the notice of non-retention. The employee shall be left in paid status for a period not to exceed 10 working days while the STEP TWO grievance is being processed.

**Section 3 - Duration Upon Promotion**

A bargaining unit employee who is promoted into a bargaining unit position shall be given a reasonable period, not to exceed ninety (90) days, to become acquainted with the job and to demonstrate ability to fill the job satisfactorily. If during this probationary period the employee demonstrates unsatisfactory ability to perform the job, the employee may be given an additional three (3) months extended probation (with precise and complete detailed written explanation [including "goals to be achieved during the next three (3) months"] of the reasons for the extension of the probationary period) or be returned to the employee's former job without loss of seniority. Employees in a training position serve a six (6) month probationary period. If an employee accepts a position vacated by another employee who has been promoted or transferred to another position, the appointment shall be conditioned upon the successful completion of the probationary periods of both employees.

Employees who promote out of the bargaining unit have no rights to return to their former **bargaining unit** position.

#### **Section 4 - Duration Upon Transfer**

Employees transferring from a union position in one job title to another union position in the same job title shall not serve a new probationary period. A bargaining unit employee transferring to a union position in another job title shall be given a reasonable period, not to exceed ninety (90) days, to become acquainted with the job and to demonstrate ability to fill the job satisfactorily. If, during the probationary period the employee demonstrates unsatisfactory ability for the job, the employee may be given an additional three (3) months extended probation (with precise and complete detailed written explanation [including "goals to be achieved during the next three (3) months "] of the reasons for the extension of the probationary period) or be returned to the employee's former job without loss of seniority. If an employee accepts a position vacated by an employee who has been promoted or transferred to another position, the

appointment shall be conditioned upon the successful completion of the probationary periods of both employees.

Employees who transfer out of the bargaining unit have no rights to return to their former **bargaining unit** position.

### **Section 5 - Applications During Probationary Period**

New employees in their initial probationary status shall not be eligible to apply as an internal applicant for other Borough positions until having successfully completed probation unless mutually agreed to by the Employer and the FNSBEA.

## **ARTICLE 18. LAYOFF AND SEPARATION**

### **Section 1 - Reductions in Force**

- A. 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. This term shall be interpreted in accordance with the past practice of the parties.
  
- B. Regular or probationary employees shall not be laid off while casual employees are in a position, in the same department for which the regular or probationary employees meet the minimum qualifications. The Borough shall make every reasonable effort to integrate employees scheduled for layoff into any vacant Borough position that may be open at the time, even though this may require a voluntary demotion, promotion, and/or transfer of the employee scheduled for layoff, provided the employee meets the minimum qualifications of the vacant position.

- C. Any FNSBEA members laid off shall have their names placed on a Borough-wide layoff list for a period of eighteen (18) consecutive months from the date of separation. Regular employees recalled from the layoff list shall not suffer a loss in seniority, longevity, leave accrual rate or merit pay earned prior to layoff; however, there will be no accrual of seniority, longevity, leave accrual rate or merit pay while on layoff status.

An employee on the layoff list shall have, according to seniority, the first right of refusal of any vacancy, which occurs in the position classification from which he/she was laid off. Failure by an individual on the layoff list to accept that offered position will result in that person being removed from the layoff list.

Offers of recall shall be in writing and hand delivered or sent to the former employee's last known mailing address via registered mail, return receipt requested; the addressee shall have five (5) working days after delivery of the recall notice to the last known mailing address in which to accept the offered position.

The Borough agrees that the filling of vacancies or new positions will not be manipulated with the intent to abuse the recall provisions.

- D. If a position vacancy occurs which does not apply to anyone on the layoff list, the Employer will screen the applications of personnel on that list. If anyone on the list meets the minimum qualifications of the vacant position, he/she shall be offered the first right of refusal to the position at the wage rate determined in accordance with Article 30, Section 4 and shall not suffer loss of seniority, longevity, leave accrual rate, or merit pay; however, there will be no accrual of seniority, longevity, leave accrual rate, or merit pay while on lay off status. Refusal or acceptance shall not result in loss of call back rights to the position from which the employee was laid off.

- E. Employees holding seasonal positions will only be recalled in the position classification title from which he/she was laid off. Further, the seasonal employee shall have year-round internal recruitment rights under Article 16 with the ability to compete for FNSBEA positions. If successful in obtaining an FNSBEA position, Article 17, Probationary Period, will apply.
- F. In the event that a seasonal position is abolished due to budgetary limitations, lack of work, departmental or borough-wide reorganization, or similar reasons, the employee will be eligible for bumping as defined in this Article, with the limitation that only other Seasonal positions are available in the bumping pool.

## **Section 2 - Bumping Rights**

Upon notification of layoff, which shall include a reference to this section, an employee shall have two (2) working days to notify the Employer of his intent to exercise bumping rights as set forth below.

A regular full-time or part-time employee who is notified of a pending layoff because of budgetary limitations, lack of work, departmental reorganization or abolishment of position, shall have bumping rights as follows:

- A. An employee notified of layoff may bump a person out of a position if he/she has previously held that position and if he/she has more Borough-wide seniority than the person currently occupying the position. An employee may not bump into a position from which he/she has had an unsuccessful work improvement plan or disciplinary action for substandard job performance.
- B. An employee notified of a layoff may bump a person out of another position within his/her own department if the employee notified of pending layoff meets the minimum qualifications of the position, and the employee has more Borough-wide seniority than the person currently occupying the position.

- C. An employee notified of a layoff may bump the person last hired with the same position title, even though this would mean going into another department or division if he/she has more Borough-wide seniority. If several people are in the same position title and the last one hired does not have the same FTE as the employee bumping, then they may choose to bump another employee in the same position title most recently hired with the equivalent FTE, provided that the bumping employee has more Borough-wide seniority.
  
- D. Employees designated as Terms are not eligible for bumping rights.

### **Section 3 - Separation**

- A. The Employer agrees that, with the exception of disciplinary action concerning gross insubordination, dishonesty, drug abuse on the job, abandonment of duties, or fighting; all regular Employees who have fulfilled probationary requirements shall be given two (2) weeks notice of separation, or two (2) weeks pay, computed at the base hourly rate, in lieu of such notice. The Employee and APEA/AFT Field Office shall be notified in writing, of the reason(s) for the separation within two (2) working days of notice to the Employee of the separation.
  
- B. Each regular Employee shall give the Employer two (2) weeks notice before leaving his or her employment, unless mutually agreed to beforehand between the Employer and the Employee. Notation of failure to give notice will be placed in the Employee's personnel file.
  
- C. The cash value of all accrued unused personal leave shall be cashed out to the employee at separation of employment.
  
- D. Accrued but unused personal holidays will be forfeited at termination.

## **ARTICLE 19. POSITION CLASSIFICATION SYSTEM**

### **Section 1 - Classification Plan**

The Employer agrees to establish and maintain a formal system of job classifications and written pay plan. This pay plan shall include the principle of equal pay for equal work, and the positions shall be classified on the basis of actual job duties, assigned responsibility, and minimum qualifications. All bargaining unit positions shall be subject to this system.

### **Section 2 - Job Description**

A job description is an inventory document of specific job duties, minimum qualifications and responsibilities. This document may include approximate time to be spent at each task and position control number. The job description will include the wage grade salary, 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.

### **Section 3 - Request for Review of Position**

When an employee, or the FNSBEA acting on behalf of an employee, feels that the duties and responsibilities of his/her position are not accurately reflected in the job description, the Employee or FNSBEA will complete a Position Description Questionnaire (PDQ) and submit it simultaneously to the employee's immediate supervisor and the Human Resources Director for review and audit. A copy shall be

provided to the FNSBEA. For the purposes of determining appropriate grade placement, a committee consisting of the Human Resources Director and one other management representative and two FNSBEA representatives, shall review the revised job description and PDQ and make a grade placement recommendation to the Human Resources Director. The Human Resources Director will render a written report of his/her decision within forty-five (45) calendar days after receipt of the director's comments. Any retroactive pay due 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 10, Grievance Procedure.

## **ARTICLE 20. ACTING ASSIGNMENTS**

- A. A Supervisor may designate in writing a bargaining unit member 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 five (5) consecutive working days in length, 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; conversely, it is not required that each and every duty of the higher classification must be assumed before the employee is entitled to higher classification pay. As is indicated above, the employee must assume a majority of such duties.

C. Employees may decline acting assignments.

## **ARTICLE 21. PERFORMANCE EVALUATIONS**

### **Section 1 - Purpose**

An established evaluation process is an effective means of communication between employees and their supervisors and provides a vehicle for improvement of performance which will in turn improve service to the public.

Performance evaluation results shall be used for Employee development. This includes identifying and documenting training needs, performance areas in which improvement may or must be made and areas of potential growth and promotion. The evaluations further serve as a means for planning ways in which Employee growth can be encouraged and assisted.

Performance evaluation results may be used as a guide to personnel actions, including, but not limited to, promotion, transfer, retention after the probationary period, demotion, and termination.

### **Section 2 - Probationary Evaluation**

Bargaining Unit members in a probationary status as per Article 17, shall receive formal performance evaluations at least fifteen (15) calendar days prior to the mid-point of their probationary period; and again fifteen (15) calendar days prior to the expiration of their probationary period. A delay in completion of the final probationary performance evaluation shall not extend the probationary period, and in such cases, regular status shall be attained at the close of business on the last probationary day.

### **Section 3 - Annual Performance Evaluation**

Annual evaluations will not be required for those employees who have satisfactorily completed the probationary period and whose performance is at or above acceptable levels. The Borough may complete, or the employee may request, a performance evaluation at any time. The evaluation process shall be in accordance with the following procedures:

- A. The supervisor shall work in concert with the director to complete the performance evaluation and hold a formal meeting with the employee to discuss the contents of the evaluation. The Employee shall not be allowed to sign the evaluation document at this time.
- B. The department director shall review the completed evaluation form, make relevant written comments, and return the evaluation to the supervisor.
- C. The supervisor will review the final evaluation with the employee and gain his/her signature acknowledging receipt of the evaluation. The employee shall receive a copy of the completed document.
- D. The employee shall be allowed five (5) calendar days to prepare written comments which will become part of the evaluation. No further comments or changes may be made on the form by management after it has been submitted to the employee for final signature.
- E. 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.
- F. If any changes occur in the job description due to automation, or technological advances in equipment, any Employee affected shall be adequately trained to operate or effectuate the automation or advances before being evaluated on these advances in equipment.

- G. 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.

#### **Section 4 - Confidentiality**

Completed performance evaluations shall be treated as strictly confidential, and the original copy shall be retained in the Employee's personnel file in the Human Resources Department. All personnel files shall be secured in such manner that will provide complete security.

**ARTICLE 22. HEALTH INSURANCE**

- A. Section 1 – Health Coverage The Employer agrees to provide health, dental, audio, and vision coverage for each regular employee, employee’s legal spouse, employee’s eligible domestic partner, employee’s eligible dependent children and employee’s eligible domestic partner’s dependent children in accordance with the schedule of benefits and other provisions of the Borough Self-Insured Health Benefits Plan, or successor plans and the Tanana Valley Physician Assistant Program or successor physician assistant programs.
- B. During the annual open enrollment process, employees have the ability to decline health coverage under the Borough’s health plan for 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 TO TAKE EFFECT ON JANUARY 1, 2010)

Lifetime Maximum from 1M to 2M  
 D&A Treatment up to \$11,350 every 2 years, LT Max \$22,700  
 Mental health treatment 50% of UCR – Max 20 visits per year  
 Out of pocket maximum from 4K to 5K  
 Dental – eliminate 3 year tier system. Maximum annual is \$3,000  
 Dental 50% to 80% for major work

Vision changes:

Lenses – Single	From 75	to	90
Lenses – Bifocal	100		120
Lenses- Trifocal	125		150
Lenses – Lenticular	210		250

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 2F. If the PA Clinic is changed such that preventative benefits are substantially diminished, all parties will meet to discuss **plan changes for providing continuation of preventative health benefits.**

Thirty (30) days prior to printing an updated health benefit booklet, the proposed changes shall be presented to the Labor Management Committee on Employee Benefits and the FNSBEA negotiating team.

g.

D. Coverage shall commence on the first day of the month following employment, unless employees start day is the first work day of the month, then coverage begins on that day. Coverage may be subject to pre-existing condition limitations. Coverage ceases the last day of the month in which employment termination occurs.

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

FY10	Employee Only	\$20.00	Employee + Family	\$35.00
FY11	Employee Only	\$30.00	Employee + Family	\$45.00
FY12	Employee Only	\$35.00	Employee + Family	\$50.00

Pages will pay 1% of base wages

This deduction 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 or Domestic Partner Health Coverage Opt-Out/Reduced Benefit Plan Election – An additional charge will be applied to employees whose spouse or domestic partner 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 FNSB plan. The Surcharge for the spousal opt out shall be established at \$90.00 premium per pay period. Employees will be required annually to affirmatively disclose via a questionnaire if their spouse or domestic partner has health coverage or if the spouse or domestic partner declined health coverage. Employees are required

to notify the Borough should a spouse or domestic partner coverage change occur within 30 days of said change. There are financial penalties for incorrect disclosure, as addressed in the health plan document.

## **Section 2 - 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.
- C. The Labor-Management Committee on Employee Benefits shall be composed of six (6) representatives, two (2) appointed by FNSBEA, one (1) appointed by Local 942, and three (3) 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.
- D. The Labor-Management Committee on Employee Benefits shall be empowered to recommend health care benefit changes during 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 10% (after accounting for the employee deductions as specified in Section 1.D. 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 insure 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 insurance 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.

### **Section 3 – Health Wellness Subcommittee**

A subcommittee of the Labor/Management Health Committee shall promote health wellness efforts for employees and eligible dependents when appropriate. The committee shall be comprised of seven (7) people: 3 FNSBEA, 2 Laborers and 2 Management **employees**. Activities and/or events proposed by the Wellness Committee shall be pre-approved by the Labor Management Health Committee. Wellness efforts shall be funded as part of the health plan costs at an annual rate not to exceed \$30,000. The employer shall provide release time for Committee members, with department approval.

### **Section 4 - 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, Physician's Assistant Clinic costs, COBRA premium receipts net of costs for COBRA participants, refunds,

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.

- 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.

For the period of time beginning July 1, 2009 to June 30, 2012 the HCCRF fund shall also be used to offset budgeted costs as follows: FY10 \$55 per employee per month; FY11 \$45 per employee per month; and FY12 \$35 per employee per month.

- E. The HCCRF shall be funded by a combination of employer and employee contributions. Employees 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 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.

- F. The Labor Management Committee on Employee Benefits, The Labor Management Committee, and the FNSBEA 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.

### **Section 5 - 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 \$100,000. To determine benefits, the amount of insurance is rounded to the next higher \$1,000, unless the amount equals a multiple of \$1,000.

### **Section 6 - 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 contributions shall be \$5,000 annually for both dependent care and medical.

### **Section 7 - 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 insurance 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 to the Plan Administrator in accordance with procedures set forth in the Plan document.

## **ARTICLE 23. HOLIDAYS**

### **Section 1 - Holidays**

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

- 1. The first of January, known as New Years Day.
- 2. The third Monday in January, known as Martin Luther King Day.
- 3. The third Monday in February, known as President’s Day.
- 4. The last Monday in May, known as Memorial Day.
- 5. The Fourth of July, known as Independence Day.
- 6. The first Monday in September, known as Labor Day.
- 7. The 18th of October, known as Alaska Day.
- 8. The 11th of November, known as Veteran's Day.

9. The fourth Thursday and Friday in November, known as Thanksgiving Days.
10. The 24<sup>th</sup> of December, known as Christmas Eve.
11. The 25<sup>th</sup> of December, known as Christmas Day.
12. One (1) personal holiday, to be arranged in conjunction with the Supervisor. Personal holidays are granted on a fiscal year basis and must be used in full day increments. Personal holidays will be forfeited if not used in the fiscal year in which it is earned.

## Section 2 - Observance of Holidays

- A. If any one of the recognized holidays falls on a Sunday, the following Monday shall be observed as the Borough holiday; if any of the recognized holidays falls on a Saturday, the preceding Friday shall be the day observed as the Borough holiday.
- B. For full-time 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. Holiday leave will be counted as time worked for the purpose of computing overtime pay.
- C. For purposes of computing holiday pay, the average number of hours worked each week during the last two (2) full pay periods shall be deemed to be the "regularly scheduled work week". 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 work week. They shall receive this pay/benefit provided they are in a work or leave status which authorizes holiday pay the day preceding the recognized holiday. The maximum holiday pay/benefit is 8 hours. Employees working a four day, ten hour workweek, will be required to take leave or LWOP for the additional hours, or make up the time in the same workweek on their scheduled day off, with supervisor's advance approval.

- D. Part time employees not scheduled to work on the observed holiday, will not be scheduled for another day off, but shall receive pay in accordance with Section 2C, of this Article.

### **Section 3 - Working on Holidays**

Regular employees who are required to work on a recognized holiday per Section 1 of this Article shall be paid at one and one half (1-1/2) times their hourly rate of pay for all hours actually worked, in addition to authorized holiday pay. Employees who are entitled to shift differentials shall receive such payments for those hours worked on the holiday.

### **Section 4 - Leave on Holidays**

Holidays which occur during an employee's approved leave shall not be charged to such leave.

### **Section 5 - New Employees**

New Employees are not eligible for the Personal Holiday until they have completed three (3) consecutive months of employment.

## **ARTICLE 24. LEAVE**

### **Section 1 - Personal Leave**

A. **Accrual.** All regular employees with less than one year continuous service shall be granted two working days per month leave with pay at the following rate per hour per pay period (.09231). Employees with one year, but less than three years continuous service shall be granted 2-1/4 working days per month with pay at the following rate per hour per pay period (.10385). Regular employees with three years

but less than seven years continuous service shall be granted 2-3/4 working days per month leave with pay at the following rate per hour per pay period (.12692). Regular employees with seven years or more continuous service shall be granted three (3) working days per month with pay at the following rate per hour per pay period (.13846). New regular, non-exempt employees shall be eligible to take leave after their first ninety (90) days of employment; exempt employees can use accrued leave immediately. Leave shall accrue from the beginning of employment.

Leave cannot be used in the pay period in which it is accrued. In cases of emergency or extenuating circumstances, an Employee may request from the Chief of Staff, approval to use his/her accrued leave within the first ninety (90) days of employment, or within the same pay period in which it is accrued.

An employee's personal leave shall not be unreasonably denied and mutually agreeable arrangements shall be made. The employee's supervisor will act on the employee's request for leave within seven (7) working days of receipt of the request. Personal leave shall be considered as time worked except as provided for in Article 29, Section 4.D. The Employee shall suffer no loss of time in service while on leave.

**B. 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.

**C. Cash in.** Upon written request, and limited to two (2) 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 520 balance rule do not count towards the two per year limit. The leave cash in rate will be based on the

employee's regular position's rate of pay. 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. Up to a maximum of two hundred and fifty (250) hours per calendar year may be cashed in, provided a minimum of hours equal to one normal scheduled pay period 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.

## **Section 2 - Parental Leave**

Parental leave is in excess of Family & Medical Leave entitlement 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. Parental leave shall be charged to personal leave or to leave without pay at the Employee's option. 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 remain eligible for health benefits and shall suffer no loss of time in 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.

## **Section 3 – Family and Medical Leave**

An Employee is entitled to Family and Medical leave in accordance with State and Federal law. Leave shall be charged to personal leave or to leave without pay at the employee's option. An employee on leave shall suffer no loss of time in service nor health benefits.

## **Section 4 - Sick Leave Bank**

There is a 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 and two (2) members selected by the Employer. Details of the Sick Leave Bank and its operation are available from the Human Resources Director and from the APEA/AFT Field Office.

### **Section 5 - Leave Donation**

FNSB employees may donate Personal Leave to other FNSB employees for catastrophic events, unforeseen emergencies/circumstances or illnesses. 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 and from the APEA/AFT Field Office.

### **Section 6 - Leave of Absence/Leave Without Pay**

A regular employee may be granted a leave of absence without pay for a period of greater than two weeks but not to exceed twelve 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 Employee's 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 the Chief of Staff. Employees must use available leave prior to using LWOP, except in the event of a temporary program cancellation or as otherwise allowable under this Article. Employees may elect to retain up to ten (10) days of annual leave in their leave account to use upon their return. 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. An employee on leave without pay shall suffer no loss of time in service. A leave of absence without pay shall be considered justifiable for the following reasons:

1. Education leave;
2. Extended compassionate leave;
3. Emergency leave; and
4. Any other approved leave of absence.

### **Leave Without Pay**

Employees are authorized to take leave without pay while on approved Family & Medical Leave or in the event of a temporary program cancellation, with supervisor's approval.

In addition, supervisors are authorized to approve leave without pay for periods not to exceed two (2) weeks in a calendar year.

Any employee owing payroll deductions due to a leave without pay situation will be required to pay those payroll deductions the 1<sup>st</sup> full pay period after returning to active duty, unless arrangements were made to either pre-pay or make payments while in non-paid status.

### **Section 7 - FNSBEA Business Leave Bank and Negotiating Leave**

There is hereby created an FNSBEA Business Leave Bank which shall be administered by the FNSB with a monthly report of the balance and withdrawals provided to the FNSBEA. The Bank shall be established by a transfer of three (3) hours of personal leave from each member after the date of signing this Agreement and the same amount annually (fiscal year) thereafter. After the signing of the Agreement, all new members shall be assessed three (3) hours of personal leave when the member's balance is at least one (1) day or more and such leave shall be transferred to the Bank. The FNSBEA Business Manager may, at his/her discretion, decrease or increase the hourly contribution depending on the balance and withdrawals. Withdrawals from the Bank will be for purposes of Executive Meetings, training sponsored by the FNSBEA, employee

representatives time in excess of 104 hours per calendar year, contract negotiations, and other purposes as may be determined by the FNSBEA. The FNSBEA may cash in leave from this bank, at the President's discretion. The cash value of such leave shall be determined by taking an average of all FNSBEA members' hourly rates at the beginning of each fiscal year. Withdrawals from the bank shall be made only on request by the FNSBEA to the Human Resources Department on forms mutually agreed by the parties. All hours of personal leave transferred to the bank are final and not recoverable for re-credit to an individual's personal leave account. An Employee on FNSBEA Leave shall be in "pay status" and shall suffer no loss of pay, benefits, or accrued leave. Except for unusual and extenuating circumstances, and in the case of employee representative's time in excess of 104 hours per calendar year, all requests for FNSBEA Leave shall be submitted to the Human Resource Director at least two (2) weeks before such leave is requested to be taken. The release of members for FNSBEA leave shall be handled on the same basis as release from duty for personal leave. Such release shall not be unreasonably withheld by the supervisor. The FNSBEA will pay up to 240 hours of wages for the members of the FNSBEA negotiating committee for the purpose of contract negotiations. The employer shall pay for all wages for up to a maximum of four (4) of the negotiating committee members beyond those initial 240 hours.

### **Section 8 - 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.

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 Uniform Service Employment and Reemployment Rights Act (USERRA). Employees ordered to attend additional periods of military training may take annual leave or leave without pay for such training.

### **Section 9 - 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 Finance Division. This leave is considered Administrative leave and shall not be deducted from an Employee's personal leave account.

### **Section 10 - Voting Leave**

When an employee's work schedule is such that he would be unable to vote prior to or after his normally scheduled working hours due to legally mandated polling hours, he 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.

## Section 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 three (3) days, 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, son (biological, step or adopted), daughter (biological, step or adopted), mother, father, sister, brother, grandmother, grandfather, grandchild, mother-in-law, or father-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.

## Section 12 - Cost Saving Measures

The Employer and FNSBEA understand and agree that FNSBEA will assist the Employer in devising methods to implement cost saving options. Cost saving options could include voluntary LWOP, voluntary reduced work week/hours, etc.

## ARTICLE 25. CONDITIONS

### Section 1 - 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 work day, but no later than six (6) hours after commencement of the shift. It is not the intent for meal periods to be taken the first or last hour of the day; however, occasional exceptions for field work or extenuating circumstances may be made by the supervisor and the employee to accommodate departmental needs if preapproved by the Department Director. For

shifts that extend beyond twelve (12) hours, an additional meal period of not less than thirty (30) minutes but not more than one (1) hour shall be allowed. Meal periods for employees working other than normal duty hours may be taken as departmental operational requirements dictate. Employees who are asked or expected to remain on duty during their meal periods shall be paid for such time.

## **Section 2 - Relief Breaks**

- A. Employees who work six (6) hours or more shall be allowed one (1) fifteen (15) minute relief break approximately midway through the first half of their scheduled shift, and one (1) fifteen (15) minute relief break approximately midway through the second half of their scheduled shift. Employees who work a shift of at least three (3) hours but less than six (6) hours shall be allowed one (1) fifteen (15) minute break. 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 designated as an "employee break room".

## **Section 3 - Parking**

The Employer shall provide parking with electrical outlets for all bargaining unit members normally assigned to an FNSB facility.

#### **Section 4 - Examination of Personnel File**

- A. All employee personnel files, and files of applicants, shall be maintained only by the Human Resources Department and shall be kept confidential as required by the Personnel Rules.
  
- B. An employee shall have the right to examine, at reasonable times and in the presence of a Human Resources Department staff member, his/her personnel file. APEA/AFT Field Representatives or designated FNSBEA Employee Representatives, with the bargaining unit member's permission, shall have the right to examine the employee's personnel file. The Employer shall make available copies of the original record(s) upon request by any employee or an APEA/AFT Field Representative with the employee's permission.
  
- C. A copy of all material placed by the Employer in the employee's personnel file shall be furnished concurrently to the employee. No secret employee file shall be kept by the Employer. A separate file for processed grievances shall be kept.

Anecdotal records such as counseling notes, work papers, evaluation notes, agreed plans of improvements, etc., may be maintained by a supervisor and shall not be considered a part of the employees official personnel file. Anecdotal records may be utilized during the next formal evaluation or subsequent discipline. However, such anecdotal records may not be used after one (1) year of the incident. It is understood that all such anecdotal files shall not be maintained as a secret personnel file and shall be made available for review by the employee.

All records shall be maintained under the required confidentiality provisions of the Personnel Rules.

### **Section 5 - Lead Person**

The employer agrees to pay an employee who is delegated Lead Person (technical direction/work product) supervisory responsibility over three (3) or more employees in the same department a "lead pay" premium of ten (10%) percent of his/her base salary. Lead pay is not available if supervisory responsibility rated at VA4 (Price Waterhouse) or greater is included in the job description and used as a component for pay range placement.

### **Section 6 - Identification Cards**

The Employer shall supply all FNSB regular employees with an identification card. This card shall contain the employee's picture, name, job title, department and signature. The card shall be issued to all employees and shall be returned at the time the employee receives his/her final paycheck.

### **Section 7 - Cleanup**

The Employer agrees that any employee working at Maintenance Division, Animal Control Center and Solid Waste facility who are exposed to unsanitary working conditions may use the last fifteen (15) minutes at the end of the shift for personal hygiene. Lifeguards are allowed a maximum of 15 minutes clean-up at the end of providing a swim lesson, or in the event of a water rescue.

### **Section 8 - Termination Pay and Benefits**

Employees who resign or are terminated shall be paid in accordance with State and Federal law.

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

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, insurance, etc.).

### **Section 9 - Claims and Liability**

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 the Employer. However, the Employer shall have no responsibility to defend 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.

The FNSB shall reimburse an employee for the amount of vehicle insurance deductible paid by that employee or up to \$500.00 if the employee does not have comprehensive or collision insurance coverage, as a result of any accident occurring while the employee was using his/her private vehicle on FNSB business. Should the employee or his/her insurance company recover any monies from any third party as payment for damages as a result of such auto accident, the FNSB shall be reimbursed its prorata share of such recovery up to the full amount of the deductible paid. Such claim shall not be paid by the Employer if such claims are based upon the acts or omissions of any employee resulting from gross negligence, reckless conduct, or intentional misconduct.

### **Section 10 - Clothing**

Employees required by the Employer to wear a specific uniform in the performance of their duties shall have the required uniforms in proper sizes furnished by the Employer at no charge to the employee. If the uniform required to be worn includes a specific type of footwear, then footwear shall also be included. This paragraph pertains only to those instances where a uniform is required and does not pertain to the issue of Safety. The Employer shall retain ownership of the uniforms which shall be returned when the

employee leaves the employment of the Employer. The employee shall sign a receipt for all clothing issued.

Protective clothing (smocks and overalls) shall be made available to the employees when requested where required by the job, for the purpose of protecting their clothing.

### **Section 11 - Equipment**

Employees shall not be responsible for the lost, damaged or stolen property or cargo in cases where it is proven the employee followed department policy in securing said property or cargo.

## **ARTICLE 26. TRANSPORTATION AND PER DIEM**

### **Section 1 - 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 \$54.00 per day (or actual receipts can be submitted in lieu of the flat per diem rate, if approved by Department Director) 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 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 will be supported by receipts. Ground transportation is defined to be limousine service or taxi cabs; car rental will be allowed only with prior approval of the Borough Mayor or his/her designee.

## Section 2 - 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. For purposes of this Article, travel status includes reasonable pre-flight check in times based upon current airline requirements and continues for one (1) hour post flight.
- C. No employee shall be normally required to provide on-the-job transportation as a condition of employment. An employee who is required to drive as part of the performance of his or her job duties must drive a Borough vehicle unless the use of a private vehicle is pre-approved by the Department Director. When an employee is authorized to use his/her automobile for official Borough business, she/he shall receive sixty-five (65) cents per mile or the federal mileage rate whichever is greater. No employee 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.
- D. 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 \$250.00 per round trip, unless travel in this manner is required by the Borough.

- E. Employees who use their personal automobile for official Borough business, shall have a valid drivers license and comply with State mandated insurance requirements. Employees driving Borough vehicles must possess a valid drivers license. If at anytime an employee's driving privileges are revoked, suspended or otherwise lost, employee must immediately notify employer and shall not be authorized to drive for the borough until such time as the **Borough reinstates driving privileges.** If an employee is deemed unqualified to perform driving responsibilities, the Borough will make every effort to retain the employee in his/her job or other employment with the Borough.
- F. In the event the Borough requires an employee to have and maintain reliable transportation available at all times, as specified in writing, for a period exceeding 30 days, car allowance is available. The car allowance reimbursement is established at \$300.00 per month and the current IRS federal mileage rate for all miles traveled on Borough business.

## **ARTICLE 27. SPECIAL MERIT AWARDS**

The FNSB may grant Employees a special monetary award or additional step increase(s), (up to three steps) at any time in recognition of (1) outstanding service; (2) special acts or accomplishments; or (3) achievements in additional education or specialized training which enables the individual to perform their assignment more effectively and from which the FNSB benefits. The FNSB shall have the sole right to determine the basis of such merit awards.

## **ARTICLE 28. PAY ADMINISTRATION**

### **Section 1 - Pay Day**

- A. Employees covered by this Agreement will generally be paid on a bi-weekly schedule, every other Wednesday being designated as Pay Day. 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 on payday, or if requested (in writing by the employee) the check or paystub will be made available for pickup at the Borough Administrative Center on payday. If the check is not picked up by the employee within three (3) working days, the check will be mailed to the employee's mailing address.
- 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 FNSBEA and the employees will receive as much advance notice as feasible to include alternate pay arrangements.
- C. If a pay day falls on a recognized holiday, the preceding Tuesday will be designated as pay day.
- 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.

## **Section 2 - Itemized Deductions**

Each employee's paycheck shall show all deductions and contain a breakdown of total hours, overtime hours, shift differentials and leave accrual to date.

## **ARTICLE 29. HOURS OF WORK AND OVERTIME**

### **Section 1 - Workweek and Workday**

- A. The scheduled workweek for full-time Employees will consist 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. All hours worked in excess of forty (40) during the scheduled workweek shall be subject to overtime pay, except as limited by this Article. 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 (Article 31., Management Rights), 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 regular Employees shall consist of consecutive hours, exclusive of meal periods, scheduled within a consecutive twenty-four (24) hour period. All hours worked in excess of eight (8) hours in a scheduled workday shall be subject to the overtime provisions of this Article.
- C. The immediately preceding two sections notwithstanding, any Employee regularly scheduled to work a forty (40) hour workweek within four (4) scheduled workdays shall not be eligible for overtime pay until having worked ten (10) hours in a scheduled workday, exclusive of meal periods.

## **Section 2 - Change of Work Schedules**

Regular Employees shall be scheduled to work shifts having specified starting and ending times. Barring unusual operating requirements or circumstances necessitating a sooner change, an Employee shall be given five (5) days notice of shift changes.

## **Section 3 - Shift Differential**

- A. Employees who are required to work before 6:00 a.m. or after 6:00 p.m. shall be paid a shift differential for those hours worked before 6:00 a.m. and after 6:00 p.m. in the amount of one dollar (\$1.00) per hour worked, and Employees who

work on Saturday or Sunday shall receive a shift differential of one dollar (\$1.00) per hour worked.

- B. An employee requesting comp time in lieu of overtime is not eligible for shift differential.
- C. Shift differential will not be paid if the shift differential is generated as a result of flex schedule arrangements.

#### **Section 4 – Overtime/Compensatory Time/Flex Time**

- A. All hours worked in excess of eight (8) hours in one scheduled workday or forty (40) hours in a scheduled workweek shall be paid on the basis of one and one-half (1.5 ) times the Employee's hourly rate of pay. Notwithstanding this provision, Employees who are scheduled to work four (4) ten (10) hour days are not eligible for overtime payment until they have been in a work/pay status in excess of ten (10) hours in one workday or forty (40) hours in one workweek. No Employee may work overtime hours without his or her supervisor's advance approval.

An employee in overtime status whose shift continues past midnight shall be paid at the applicable overtime rate for all hours worked until released.

- B. Employees classified and paid on the FNSBEA Exempt Professional Salary Schedule are FLSA (Fair Labor Standards Act) exempt.
- C. When a bargaining unit Employee who qualifies for shift differential pay works overtime, that overtime pay shall be computed on the basis of the following formula:

(Hourly wage rate plus shift differential) x 1.5

- D. For purposes of calculating overtime, the following leaves are considered hours worked: personal leave, holiday, and personal holiday, except that personal leave and/or comp time will not be counted toward overtime on a single day. In the circumstance where an employee has taken a partial day of leave, and the leave time plus time worked exceeds 8 hours, the leave time taken will be reduced to avoid overtime. Time spent in travel mode, up to the normal scheduled workday is considered actual work time and included in the overtime calculation.
- E. Flex Time: For flexibility purposes and only when the arrangement is agreed upon by the employee and manager, a flexible work schedule is allowable during a workweek, provided that any hours over 10 in a workday or 40 in a workweek is paid at the overtime rate of pay. Once a flex arrangement is approved, it remains in effect for the entire workweek. This change will allow an employee to work 7 hours one day and 9 in the next, without requiring the use of accrued leave or payment of overtime. The employee and supervisor's signature on the official timesheet constitutes approval of a flex time agreement.
- F. Compensatory Time: Upon written consent of both an Employee's supervisor and the Employee, and subject to any applicable Federal and State laws, an Employee may receive compensatory time off in lieu of overtime pay. **Compensatory time will be offered to employees in lieu of overtime provided it will not adversely affect the operational needs of the department.**
1. Overtime eligible (Nonexempt) employees may receive compensatory time off in lieu of overtime, up to a maximum of **one hundred (100)** hours worked per calendar year, resulting in a maximum accrual of one hundred **fifty (150) hours** per calendar year. An overtime eligible employee may accumulate, and have credited to his/her account, no more than one hundred **fifty (150)** hours of unused compensatory time regardless of when such compensatory time was earned. For overtime eligible employees, compensatory time shall accrue at the same rate as the

overtime it is replacing (1:1.5). An employee may carry a maximum of 150 hours of comp time over from year to year. If an employee has 150 hours of comp time accrued, and they are authorized to work overtime, they must take overtime pay rather than comp time, regardless of whether they have met their 100 hours of comp time per year maximum.

2. Non overtime eligible (FLSA exempt) employees shall accrue comp time on an hour for hour basis (1:1), with a maximum balance at any time of 100 hours. Accrued compensatory time shall be treated, and is subject to, the same procedures as Personal Leave, except that any accrued but not used comp time will be forfeited at termination.

### **Section 5 - Recall Pay**

- A. Recall pay is granted for unscheduled or unanticipated callbacks to the work place. Employees who have left their normal place of work and are called back for overtime work shall be paid the applicable overtime rate of pay for all hours worked in excess of eight (8) hours in that day; provided that they shall receive a minimum guarantee of four (4) hours at the applicable straight-time rate of pay for each recall. Employees who have been recalled and are subsequently recalled within 2.5 hours are not eligible for a second recall pay.

- B. All overtime hours worked contiguous to the employee's normal scheduled workday shall be considered an extension of the shift and not subject to recall pay.
- C. If an employee is scheduled or given advance notice prior to the end of their current shift that they will need to return prior to his/her next regularly scheduled shift, they are not eligible for recall pay.
- D. Shift differential is payable for actual hours worked during a recall, unless comp time is taken in lieu of recall pay.

### **Section 6 - Stand-by or On Call Pay**

Employees assigned to standby or on call duty by their employing department supervisor shall receive standby or on call pay in an amount equal to four (4) straight-time hours for each twenty-four (24) hour period of assigned standby or on call.

### **Section 7 - Meeting Times**

Employees who are directed by the appropriate authority to attend meetings or hearings as an extension of their normally scheduled workday shall be paid in accordance with Section 4 above, as appropriate. Employees who have left their normal place of work and who are required to return for meetings shall be guaranteed a minimum of two (2) hours of pay at their straight-time rate.

### **Section 8 – Minimum Scheduled Shift**

An employee may not be scheduled for a shift of less than two (2) hours in duration, unless mutually agreed to by the employee and supervisor.

## ARTICLE 30. CLASSIFICATION AND WAGE RATES

### Section 1 - Bargaining Unit Wage Rates

- A. "). On July 1, 2009 the FNSBEA Salary Schedule and the FNSBEA Page Salary Schedule will be modified as follows: Step "A" will remain the same as the current salary table, Steps B, C, and D will be 3% steps, and steps E-T will be 1.5% steps.

On July 1, 2009 the FNSBEA Exempt Professional Salary Schedule will be modified as follows: The entry annual salary (Step A) will be increased to 58,000, steps B-T will be 1.9%.

- B. For the Fiscal Year beginning July 1, 2009, employees will receive a (COLA) cost of living increase, added to the base salary table of 4.5%.
- C. Employees on the APEA Page Salary Schedule will receive a pay increase of \$0.75 per hour in lieu of a COLA adjustment for FY 10. COLA as defined in this article will be applied for the remaining fiscal years of the contract.
- D. For the Fiscal Year beginning July 1, 2010, employees will receive a (COLA) cost of living increase, added to the base salary table of 2.2%.
- E. For the Fiscal Year beginning July 1, 2011, employees will receive a (COLA) cost of living increase, added to the base salary table of 2.2%.
- F. If the U.S. Department of Labor CPI - U for Anchorage (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%. For example, if the CPI comes in at 4.2% or lower, no adjustment is required. If the CPI comes in at 5.2%, the applied COLA for that year would be 3.2%. (5.2-2.0=3.2)

- G. These wage rates are incorporated in the salary schedules known as the FNSBEA Salary Schedule, FNSBEA Page Salary Schedule and FNSBEA Exempt Professional Salary Schedule incorporated herein.

Section 2 - New Classification

Should the Employer establish new classifications or revise an existing classification during the term of this Agreement, the classification committee created in Article 19, Section 3 will meet to review and make a grade placement recommendation to the Human Resources Director. Failing to reach an agreement, the dispute shall be submitted to an arbiter in accordance with the grievance arbitration procedure of this Agreement.

**Section 3 - Salary Schedules Incorporated in this Contract**

This Contract recognizes and adopts three distinct Salary Schedules as follows:

- FNSBEA Salary Schedule
- FNSBEA Page Salary Schedule
- FNSBEA Exempt Professional Salary

**Section 4 - Advancement on Salary Schedule for Employees on the FNSBEA Salary Schedule, and the FNSBEA Page Salary Schedule**

- A. Employees initially hired into a bargaining unit position will be placed at the Entry Level Step "A" on the FNSBEA Salary Schedule or FNSBEA Page Salary Schedule as determined by the classification system. On July 1, 2009, employees will be placed upon the new salary schedules on the nearest step that does not result in a decrease (prior to COLA being applied). On July 1<sup>st</sup> of each following year employees will advance to the next higher step on the salary schedule. Employees reaching the last step in the appropriate grade will not be eligible for additional step movement.
- B. Old longevity (for employees hired prior to July 1, 1982) will be calculated on the hourly rate of pay in the appropriate grade and step of the FNSBEA Salary Schedule, or FNSBEA Page Schedule as appropriate.
- C. Old Merit pay (prior to July 2006) is a supplemental increment that is added to the hourly salary after initial placement on the appropriate salary schedule and any calculation for old longevity or lead pay as determined. Old Merit pay will remain with the employee as long as they remain in the job title in which merit was earned.
- D. Merit pay (granted after July 2006) will be retained by the employee, regardless of position held, provided they do not move to a different salary table.
- E. A bargaining unit employee maintains their longevity throughout their career regardless of change in bargaining unit position.

### **Pay Processing for Promotions**

Employees who are promoted will move into their new classification pay grade and step on the FNSBEA Salary Schedule or FNSBEA Page Salary Schedule at the same step as they held in their previous position. (In other words, moving straight down the schedule to the appropriate pay grade for the new position.)

### **Pay Processing for Demotions**

Employees who experience a demotion from a higher grade to a lower grade will be placed at their current step in the new classification pay grade on the FNSBEA Salary Schedule or FNSBEA Page Salary Schedule for the position they are demoted to. (In other words, moving straight up the schedule to the appropriate pay grade and step for the new position).

### **Pay Processing for Lateral Transfers**

Employees who experience a lateral transfer from one position to another in the same classification pay grade and step will remain at the same salary grade and step on the FNSBEA Salary Schedule or FNSBEA Page Salary Schedule. No reduction in base pay rate will occur with a lateral transfer.

**Section 5 - Advancement on Salary Schedule for employees on the FNSBEA Exempt Professional Salary Schedule**

An employee whose position is included on the FNSBEA Exempt Professional Salary Schedule may be initially placed at any point on the schedule as negotiated between the employee and the Borough Administration at the time of initial hire. On July 1, 2009, employees will be placed upon the new salary schedules on the nearest step that does not result in a decrease (prior to COLA being applied). On July 1<sup>st</sup> of each following year employees will advance to the next higher step on the salary schedule. Employees reaching the last step on the salary table will not be eligible for additional step movement.

**ARTICLE 31. MANAGEMENT RIGHTS**

**Section 1 – Management Rights**

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.

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 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, determine the necessity of overtime and when such overtime shall be worked, and by whom it shall be worked; 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 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 32. EFFECT OF THIS AGREEMENT**

- A. At the date of signing this agreement, the terms and conditions of employment as stated in the Personnel Ordinance in effect on December 1, 2008 shall continue in effect except as specifically superseded by this Agreement. Prior to enacting any changes in the Personnel Ordinance the Employer shall allow FNSBEA a reasonable time to make a statement of its view and suggestions concerning the desirability of the proposed changes.
- B. If there is any conflict between the terms of this Agreement and any personnel memoranda, rules or ordinances the terms of this Agreement shall supersede those memoranda or rules in their application to the bargaining unit. Any conflict needs to be challenged through the grievance procedure.

## **ARTICLE 33. CONCLUSION OF COLLECTIVE BARGAINING**

This Agreement is the entire agreement between the Employer and FNSBEA. The parties acknowledge that they have fully bargained with respect to the listed terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement concludes all collective bargaining for the duration of this Agreement, except as may be reflected in mutual Letters of Agreements.

## **ARTICLE 34. SAVING CLAUSE**

## **Section 1 - Violations**

If any article or part of an article of this Agreement should be decided by a court of competent jurisdiction or mutual agreement of the Employer and FNSBEA to be in violation with any Federal, State or local law, or if adherence to or enforcement of any article or part of an article should be restrained by a court of law, the remaining articles of this Agreement shall not be affected.

## **Section 2 - Replacement**

If a determination of decision is made pursuant to Section 1 of this article that part of the Agreement is in violation of Federal, State, or local law, the parties to this Agreement shall convene within ten (10) working days for the purpose of negotiating a satisfactory replacement.

## **ARTICLE 35. LEGAL TRUST FUND**

- A. The Employer agrees to pay the Alaska Public Employees Association Legal Trust Fund (hereinafter called the Fund) \$10.00 per month per Bargaining Unit Member in pay status in the month for which the contribution is made. The Employer shall remit the amount due for the previous month to the fund by the tenth (10th) of each month.
- B. The Fund shall be sponsored and administered by the APEA/AFT. The Employer shall have no voice in the amount or type of service provided by this plan; however, service provided by the Fund shall not be used in actions involving or in a position adverse to the FNSB. The Fund shall attempt to obtain the maximum service possible for the employees.
- C. This Article confers only the right to demand and enforce payment of the required contributions. Failure by the FNSB to remit the required contribution does not

give rise to any grievance or cause of action by the FNSBEA, its members or any other person for other harm or damages which might result from the failure of the FNSB to remit the required contribution. The provision or retention of legal assistance under this Article is the sole and exclusive responsibility of the FNSBEA and/or the member. Unless such actions are taken to demand and enforce payment by the FNSB of the required contributions, the FNSBEA agrees to defend, indemnify and hold harmless the FNSB against any and all legal actions, orders, judgments or other decisions rendered in any proceeding as a result of the implementation of this Article.

#### **ARTICLE 36. PRINTING OF AGREEMENT**

- A. The Borough shall pay the cost to print the Agreement. Each FNSBEA employee shall receive a copy of the printed agreement. The format shall be mutually agreed to by the parties.
- B. Printing and copying of incidental union communication for internal use is permitted by designated union representatives.

#### **ARTICLE 37. NO STRIKES, LOCKOUTS OR PICKET LINES**

##### **Section 1 - Strikes**

During the term of this Agreement, it is understood that the FNSBEA or its contractor, agent or assigned representatives will not cause, permit, or authorize its members to strike, sit-down, slowdown, picket, or otherwise engage in any form of work stoppage. Furthermore, it is understood that no FNSBEA officer, contractor, agent or assigned representative shall authorize, encourage, or assist in any way such strike or prohibited

concerted activities; and will actively assist the Borough in combating such prohibited activities.

## **Section 2 - Lockouts**

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

## **Section 3 - Violations**

Violations of this Article by the FNSBEA, APEA/AFT or the Borough are not subject to the Grievance Procedure contained herein, but either party may pursue such legal remedies as provided by law.

## **Section 4 - Discipline**

Disciplinary action taken against an employee for any alleged violation of this Article is subject to the Grievance Procedure and shall enter at Step Two.

## **ARTICLE 38. SUCCESSORSHIP**

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 FNSBEA 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 FNSBEA 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 39. DEFERRED COMPENSATION PROGRAM**

Pursuant to and in accordance with applicable Federal laws and regulations, the Employer agrees to maintain Deferred Compensation Program(s) at no cost to the employee.

The Borough will work with those vendors that offer loans against account balances to establish a loan provision. The actual loan processing, loan approval, loan account handling and repayment will be exclusively between the employee and the vendor.

#### **ARTICLE 40. COST SAVINGS INCENTIVE PLAN**

During the term of this agreement the Labor Management Committee shall meet to explore the feasibility of creating a Cost Savings Incentive Plan for FNSB employees. If the Labor Management Committee agrees to the terms and implementation process of a Cost Savings Incentive Plan, it shall be presented to the Chief of Staff and/or Borough Mayor for approval.

#### **ARTICLE 41. DURATION OF AGREEMENT**

This Agreement shall become effective July 1, 2009, and shall continue in full force and effect until June 30, 2012. The parties will exchange proposals no later than November 15, 2011 and formal negotiations shall commence no later than December 1, 2011

unless otherwise mutually agreed upon by the parties, with the intent that negotiations will be completed by January 31, 2012 for incorporation into the annual budget process.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2009.

FOR THE FAIRBANKS NORTH BOROUGH

FOR THE FAIRBANKS NORTH STAR BOROUGH EMPLOYEES ASSOCIATION

\_\_\_\_\_  
Sallie M. Stuvek, Chief Negotiator  
Fairbanks North Star Borough

\_\_\_\_\_  
Jim Orr, Chief Negotiator  
Alaska Public Employees Assoc.

\_\_\_\_\_  
N. Jim Whitaker,  
Borough Mayor

\_\_\_\_\_  
Loriann Quakenbush,  
Negotiating Team Member

\_\_\_\_\_  
Diane Thomas,  
Negotiating Team Member

\_\_\_\_\_  
Randy Tobey,  
Negotiating Team Member

\_\_\_\_\_  
Randy Johnson  
Negotiating Team Member

\_\_\_\_\_  
Chris Clark,  
Negotiating Team Member

\_\_\_\_\_  
, Debbie Brady  
Negotiating Team Member

\_\_\_\_\_  
Laurie Mayer,  
Negotiating Team Member

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,

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Tom Steer,  
Negotiating Team Member