

ARTICLE 1  
PURPOSE AND RECOGNITION

Section A. Preamble

It is the Borough's policy to promote the harmonious and cooperative relations between government and its employees. This policy is to be effectuated by recognizing the right of employees to organize in the form of an employee organization for the purpose of collective bargaining, by negotiating with and entering into written agreements with employee organizations on matters of wages, hours and other terms and conditions of employment, and by maintaining merit-system principles among Borough employees.

Section B. Purpose of Agreement

The purposes of this Agreement are:

1. To recognize the legitimate, reasonable interests of the Association to participate through collective bargaining in the determination of the terms and conditions of employees' employment with the Borough.
2. To promote fair, reasonable and safe working conditions.
3. To promote individual efficiency in service to the citizens of the Matanuska-Susitna Borough.
4. To avoid any interference with the efficient operation of the Matanuska-Susitna Borough as a whole.
5. To provide a basis for the adjustment of any matters of mutual interest by means of amicable discussion.
6. To contribute to the continuation of good employee relations and to be in all respects in the best public interest.

Section C. Recognition

For the purpose of collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment, the Matanuska-Susitna Borough recognizes the Matanuska-Susitna Borough Employees' Association as the exclusive representative of all regular employees of the Borough covered by this agreement in the following classifications: \*\*

Accountant	Land Disposal & Tax Specialist
Accounting Assistant I	Land Management Agent
Accounting Assistant II	Land Management Specialist
Accounting Division Document Spec.	Landfill Gate House Attendant
Administrative Secretary I	Librarian
*Administrative Secretary II	Network/Microcomputer Administrator
Animal Care & Regulation Technician	Office Assistant
Appraisal Technician	Outdoor Recreation Specialist
Appraiser	Outdoor Recreation Technician

Assessment Assistant	Planner I/Code Compliance
Assessment Records Collections Supervisor	Planner I/Grant Writer
Assistant Comptroller	Planner II
Assistant Librarian	Platting Assistant
Assistant Purchasing Officer	Platting Technician
Automated Library Systems Tech.	Pool Maintenance Technician
Bankruptcy/Foreclosure Records Tech.	Pool Manager
Building Support Worker	Programmer/Analyst
Civil Engineer	Projects Manager
Code Compliance Officer	Projects Manager II
Cultural Resources Spec. II	Property Conveyance Specialist
Custodian	Purchasing Assistant
Custodian II	Real Property Analyst
Data Processing Technician	Records Management Officer
Deputy Animal Care & Regulation Officer	Resource Management Specialist
Emergency Services Area Assistant	Right-of-Way Agent
Emergency Support Specialist	Right-of-Way Permits Aide
Employee Health Nurse	Road Asset Management Specialist
Engineering Aide	Road Maintenance Supt. I
Engineering Technician	Road Maintenance Supt. II
Equipment Mechanic	Road Maintenance Technician
Equipment Mechanic I	Senior Appraiser
Facility Maintenance Specialist	Shelter Assistant
Financial Technician	Skating Program Facilitator
Fire Service Area Assistant	Solid Waste Administrative Assistant
Gate House Attendant Floater	Solid Waste Engineer
GIS Coordinator	Solid Waste Utility Worker – Landfill
GIS Technician	Talkeetna Oper. & Maint. Specialist
Ice Arena Manager	Training Coordinator
Ice Arena Operations Assistant	Transfer Site Gate House Attendant
Inventory/Purchasing Technician	Water Safety Instructor
	Watershed Coordinator
	Webmaster

\*except for the Finance Department Administrative Secretary II

\*\* this list is intended to include, but is not limited to, all employees (except as set out in Section D below) to be created in support of and operation of the Port Facility and the ferry(s).

#### Section D.

Any new positions created by the Borough that are executive, confidential, or managerial in nature and meet the criteria specified below, shall not be included in the bargaining unit. For purposes of compliance with the criteria, the job description shall be determinative.

- Executive: Assembly appointed positions, heads of departments as determined by Code/Assembly.
- Confidential: Positions that assist and act in a confidential capacity to a person who formulates, determines, or effectuates management policies in the area of collective bargaining or labor relations, including those persons specified in Borough Code Section 2.52.653 (A)(3) and (D).
- Supervisory: Employees supervising other supervisory employees. Supervisory employees are those defined in Section 2.54.005 (16) of the Borough Code.
- Management: Employees not otherwise encompassed by the executive, confidential, and supervisory classifications, as defined above, who formulate, recommend, or implement policy or control Borough resources, including employees, money, equipment, supplies, or time; and who have independent discretion in the performance of their jobs.

All other created positions outside of the above criteria shall be in the bargaining unit. All job descriptions for created excluded positions shall be forwarded to the bargaining unit for classification review and input. If a position is to be excluded by the Borough from the bargaining unit, the Borough shall indicate the type of position and criteria on which it based its determination. Should the bargaining unit disagree with the exclusion, it shall, within seven (7) days of receipt, notify the Borough in writing as a Step 3 grievance.

The parties also agree that any revisions to the personnel provisions of the Code will not become effective until the expiration of this agreement or by mutual written consent of the parties prior to the expiration of this agreement.

## ARTICLE 2 DEFINITION OF TERMS

### Section A. Tense, Number and Gender as used in this Agreement

1. Words in the present tense include the past and future tenses, and words in the future tense include the present tense.
2. Words in the singular number include the plural, and words in the plural number include the singular.
3. Words of the masculine gender include the feminine.

### Section B. Definitions. Unless otherwise specified herein:

1. "ASSOCIATION" means the Matanuska-Susitna Borough Employees' Association or any successor employee or labor organization.

2. "BOARD" means the Matanuska-Susitna Borough Labor Relations Board.
3. "BOROUGH" means the Matanuska-Susitna Borough.
4. "COLLECTIVE BARGAINING" means 1) the performance of the mutual obligation of the Borough's designated representatives and the designated representatives of the Association or any successor employee or labor organization to meet at reasonable times, including meetings in advance of the budget-making process, and negotiate in good faith with respect to wages, hours, and other terms and conditions of employment, or 2) the negotiation of an agreement and the execution of a written contract incorporating an agreement reached if requested by either party, but these obligations do not compel either party to agree to a proposal or require the making of a concession.
5. "DAY" For the purpose of this agreement, "day" shall mean a Borough business day.
6. "DEPENDENT", in this Agreement, is limited to the employee's wife or husband and the employee's unmarried minor children and those other dependents as defined in all applicable insurance policies.
7. "EMPLOYER" means the Matanuska-Susitna Borough.
8. "JUST CAUSE" - For the purpose of providing a guide to supervisors and employees, "Just Cause" is generally defined as follows, although special circumstances may warrant exceptions:
  1. The employee had or should have had forewarning of the probable disciplinary consequences of the employee's conduct;
  2. The rule, directive, or expectation imposed by the Borough was reasonable;
  3. The application of the rule, directive, or expectation was fair, reasonable, and applied even-handedly;
  4. A fair and objective investigation was conducted prior to the imposition of discipline;
  5. The evidence of wrongdoing on which the Borough relied was credible;
  6. The employee was given reasonable opportunity to respond to the allegations of misconduct, prior to the imposition of discipline;
  7. The level or degree of discipline was reasonably related to the seriousness of the offense and considerate of the employee's past record.
89. "LICENSE" For purpose of this agreement, the term "license" shall refer to a professional license issued by the State of Alaska or a trade or other certification issued by the State of Alaska, or a commercial or regular driver's license.
109. "MEDIATION" means the third-party non-binding intervention and assistance by a mediator to facilitate a reconciliation of an impasse between the Borough and employees, or otherwise to initiate, continue, resume or bring about collective bargaining negotiations between the parties.
110. "PROMOTION" means the filling of a vacancy by the advancement of an employee from a position having a lower pay range.
124. "STATUS" means condition of employment beyond probationary period.

132. "TERM AND CONDITIONS OF EMPLOYMENT" means the hours of employment, the compensation and fringe benefits, and the Borough's personnel policies affecting the working conditions of the employees, but does not mean the general policies describing the functions, purpose and budget of the Borough.
143. "SENIORITY" means having the greatest amount of continuous regular service with the Borough commencing on the date the employee became a bargaining unit member.

### ARTICLE 3 TERM OF AGREEMENT, FURTHER AGREEMENTS

This Agreement shall become effective January 1, 2007<sup>4</sup>, and shall continue in full force and effect through December 31, 2009<sup>6</sup>, and thereafter from year to year, unless notice is given in writing by the Association or the Borough to the other party not less than one hundred and eighty (180) days prior to December 31, 2009<sup>6</sup>, or before the expiration of any subsequent annual period, indicating its desire to modify, amend or terminate this Agreement. After receipt of such notice, the parties shall begin negotiations no later than 150 days before expiration of the Agreement.

The contract shall continue in full force and effect until a successor agreement is reached or until the Labor Board has determined that a bona fide impasse exists. At any time during the negotiations process, the parties may, by mutual consent, submit any items in dispute to an arbitrator at Step four (4) of Article 13. Nothing herein will preclude the termination, modification, or amendments of this agreement at any time by written mutual consent of both parties.

### ARTICLE 4 PERSONNEL RULES

Amendments to those provisions of the Borough Code set out in MSB 2.54.095(B) enacted after ratification but during the term of this agreement which affect the wages, hours and other terms and conditions of employment as covered by this agreement of employees represented by the Association may not be implemented as to those employees without prior written approval of the Association. To the extent that there is any conflict between the terms of this agreement and a provision of the Borough Code set out in MSB 2.54.095(B), this agreement shall prevail during the term of this agreement, and any mutually agreed extensions to it.

### ARTICLE 5 RIGHTS OF EMPLOYEES, PROHIBITED ACTS

#### Section A. Rights of Employees

Employees may self-organize and form an employee organization to meet with the Manager, bargain collectively through representation of their own choosing, enter into contracts with the Borough, and engage in concerted activities for the purpose of collective bargaining.

Section B. Unfair Labor Practices

## A. The Borough or its agents may not:

1. Interfere, restrain or coerce an employee or the Association in the exercise of rights guaranteed in this Agreement, or in Borough, State or Federal law.
2. Dominate or interfere with the formation, existence or administration of the Association.
3. Discriminate in regard to hiring or tenure of employment or a term or condition of employment, to encourage or discourage membership in the Association.
4. Discharge or discriminate against a represented employee because he has signed or filed an affidavit, petition or complaint, given testimony to the Labor Relations Board or otherwise participated in bona fide activities of the Association including the collective bargaining process.
5. Discharge or discriminate against an executive or exempt employee because he participated in bona fide activities of the Association while represented by the Association or because he has signed or filed a petition, affidavit or complaint or given testimony to the Labor Relations Board.
6. Refuse to bargain collectively in good faith with the Association which is the exclusive representative of employees in an appropriate unit, including but not limited to the discussing of grievances with the exclusive representative.

## B. The Association or its agents may not:

1. Interfere with, restrain or coerce an employee in the exercise of rights guaranteed in this Agreement, or in Borough, State or Federal law.
2. Restrain or coerce the Borough in the selection of its representatives for the purpose of collective bargaining or the adjustment of grievances.
3. Refuse to bargain collectively in good faith with the Borough, if it has been designated in accordance with the provisions of this Agreement as the exclusive representative of employees in an appropriate unit.
4. Discriminate on the basis of race, color, creed, national origin, sex, age, disability or veteran status.
5. Interfere with, restrain or coerce an elected official, executive or exempt employee in his private life or the exercise of his duties.
6. Encourage or condone unauthorized work stoppages.

## ARTICLE 6 SAVINGS CLAUSE

### Section A. Violations

If any Article or part of an Article of this Agreement should be decided by a Court of jurisdiction, or by mutual agreement of the Borough and the Association, to be in violation of any Federal or State law, or adherence to or enforcement of an Article or part of an Article should be restrained by a Court of law, the remaining Articles of the Agreement shall not be affected.

### Section B. Substitute Provisions

If a determination or decision is made pursuant to Section A of this Article that part of this Agreement is found to be in violation of Federal or State laws the parties to this Agreement shall convene for the purpose of negotiating substitute agreement provisions.

## ARTICLE 7 ASSOCIATION STATUS

### Section A. Participation in the Association

Any employee covered by this Agreement will be required, as a condition of continued employment, to join the Association or pay a service charge equal to the membership dues for the purpose of administering this contract. Any regular employee covered by this agreement who does not make application for membership by their thirty-first day of employment shall, as a condition of continued employment, pay to the Association each month a service charge in an amount equal to the regular monthly Association dues as a contribution toward the administration of this Agreement. Employees who fail to comply with this requirement shall be discharged by the Borough within 15 days of receipt of written notice to the Borough from the Association. The Association shall indemnify and hold and save the Borough, its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses, on account of any legal actions or claims of any character resulting from injuries or damages sustained by any person arising from such termination action, if such action is based upon information provided by the Association.

The Borough and the Association agree to safeguard the rights of non-association of employees having bona fide religious convictions. Upon submission of proper proof of religious conviction to the Labor Relations Board, the Board shall declare the employee exempt from becoming a member of a labor organization or employee association.

The Borough and the Association shall agree on a list of at least three qualified exempt charitable organizations not affiliated with a religious, labor, or employee organization. Employees qualifying as exempt from becoming a member of a labor organization or employee association shall select one organization from the list and pay an amount of money equivalent to regular association dues to the organization through payroll deduction by the employer.

Within ten (10) working days of the signing of this Agreement, the Borough shall notify all existing employees in writing of the terms and conditions of Paragraphs 1 and 2 of this Section of this Article.

Upon hire of a new employee, the Borough shall advise the employee of the terms and conditions of Paragraph 1 and 2 of this Section of this Article, and the Borough shall provide the new employee an Association membership form and a copy of this Agreement. The Borough shall forward a copy of the employing personnel action to the Association within two workdays.

#### Section B. Negotiations

The Borough shall not negotiate or handle formal grievances with an employee, organization, or individual other than the Association or its designated representative(s) with reference to the terms and conditions of employment covered by this Agreement.

#### Section C. Payroll Deductions

Employees who desire to have Association dues, or other Association sponsored employee benefits deducted from the pay to which they would otherwise be entitled and have those funds paid to the Association, shall authorize such payroll deductions by executing a written authorization on a form provided by the Borough. Any additional deductions must be agreed to by the Borough. Upon receiving such written authorization, the Borough shall make the deductions so authorized and forward these deductions at the close of every payroll accounting period, along with a roster of employees from whose pay the deductions were made, to the Association. The Association shall immediately notify the Borough, in writing, of any decrease or increase in authorized dues or deductions.

#### Section D. Representative

The Association recognizes that an employee's primary obligation is to his or her job. The Borough recognizes that the conduct of Association business on work time may be necessary to eliminate work place problems and thus ensure the smooth operation of Borough activities. The Association shall have as its representative person or persons who shall be authorized to speak for the Association. There shall be no more than six (6) Association Representatives (one per department and one for Administration, including the Clerk's Office) authorized to speak for the Association in that department at any time. The Borough shall be informed in writing as to the names of these Association Representatives as soon as the Association has chosen them. With concurrence of the appropriate first-line non-represented supervisor, the Department representative shall be permitted to leave their job post to address matters of the Association. An Association department Representative may visit any work area to observe working conditions or to meet with employees on matters pertaining to this Agreement. Where possible, the Representatives shall meet with an employee or employees concerning any grievances, disputes, concerns, and/or problems before or after work or during off duty hours. Association Representatives may, during working hours, and with concurrence of the appropriate first-line non-represented supervisor, and without loss of compensation, attend formal proceedings of the Labor Relations Board, arbitration hearings, as well as meetings scheduled by the Borough, and Union sponsored training. Employees who are witnesses or grievants may also attend formal grievance proceedings, Labor Board and arbitration hearings without loss of pay. Concurrence of the first-line non-represented supervisor will not be unreasonably withheld.

Association Representatives shall record all time used on Association business, including time spent on the telephone or computer, on a form developed by the Borough for that purpose. In no event shall the Association Representatives use more than twelve (12) hours per Representative per month for MSBEA business performed during Borough work hours. Time used in excess of twelve (12) hours per month per representative shall not be compensated. This hour limitation, however, does not apply to time spent in meetings required by the Borough, formal hearings of the Labor Board, arbitrations or meetings of the Classification Committee.

[Nothing in this article shall be construed to prohibit the Association from hiring additional non-employee representatives.](#)

#### Section E. Hours Bank

The Association shall form an Hour Bank which will allow employees to donate personal leave to be used by members of the Association at the discretion of the Association. The Bank shall be established by an automatic transfer each July 1 of one and one-half hours of personal leave from each employee. If an employee does not have one and one-half hours of personal leave as of July 1, the one and one-half hours shall be transferred when the employee has accrued them. The Bank shall be used as approved by the Association. The President of the Association may cancel the automatic leave deductions for any year in which sufficient leave is available for the purposes of the Bank. The Borough agrees that every reasonable effort will be made to release Association Representatives from their work assignments with proper advance notice and approval from the first-line non-represented supervisor. However, both parties realize that there may be instances in which committee members cannot participate in negotiation preparation and/or meetings due to pressing work requirements.

Each July 1, the Borough shall donate one hundred (100) hours to the Hour Bank. These hours shall only be used to prepare for and conduct contract negotiations. If the President of the Association cancels the automatic leave deductions for any year, the Borough may also cancel its donation.

The Association shall provide written advance notice to the Borough of any changes to the six (6) designated representatives. In the event the number of Borough departments increases, the Association may add an additional employee representative for each new department.

~~[Nothing in this article shall be construed to prohibit the Association from hiring additional non-employee representatives.](#)~~

#### Section F. Meeting Space

Where there is appropriate, available meeting space in buildings owned or leased by the Borough, this space may be used for meetings by the Association at no cost to the Association with reasonable notice and concurrence of the Borough. Such concurrence shall not be unreasonably withheld.

#### Section G. Intra Borough Mail

The Association shall have the privilege of using the Intra Borough mail system, E-Mail system or any subsequent method of Intra Borough communications used by the Borough.

#### Section H. Bulletin Boards

The Borough shall furnish a bulletin board in each department to be displayed in a prominent place. The Association shall have the right to use reasonable bulletin board space for the purpose of posting Association information.

#### Section I. Association Office

The Borough shall continue to make available to the Association its current office space which can be secured against unauthorized use, for the maintenance of Association records, the receipt and dissemination of information and the general conduct of Association business in accordance with Article 7 of the Agreement. The Borough will also make available a telephone and computer line for Association use. The Association shall be responsible for all costs connected with the phone, computer, and computer line provided.

#### Section J. Electioneering Prohibited

Association members, officers and agents shall not conduct electioneering activities in violation of local, state or federal laws within any Borough facility. This prohibition includes, but is not limited to, electioneering, including electioneering via computer or other electronic means, within 200 feet of a polling place, and the use of Borough supplies, equipment or time for electioneering activities.

#### Section K. Information Requests

Requests for information related to contract administration made by the MSBEA of the Borough, are not subject to the fee requirements of the Policy issued on this subject by the Borough on July 1, 2006, but rather shall be provided at no cost. Requests made by a current member of the MSBEA for information relating to his/her personnel or payroll files are not subject to the fee requirements.

### ARTICLE 8 ASSOCIATION ACTIVITIES

The Borough will not in any manner, directly or indirectly, attempt to interfere with matters between any of its employees and the Association. It will not in any manner restrain, or attempt to restrain, any employee from belonging to the Association or from taking an active part in the Association. The Borough will not discriminate or retaliate against any employee because of his Association membership, including but not limited to the filing of a grievance or providing evidence or testimony in an arbitration or other hearing.

## ARTICLE 9 EMPLOYEE OBLIGATIONS

### Section A.

Employees shall be at their assigned work stations and performing their assigned work during prescribed work times. Employees shall promptly and efficiently execute the instructions and orders of supervisors. If any employee believes a rule, regulation, instruction, or order of a supervisor is unreasonable or unjust, the employee shall comply with the rule, regulation, order, or instruction of the supervisor, but with the further provision that such employee may regard the rule, regulation, order, or instruction as grounds for a grievance which shall be handled in accordance with the grievance procedures set forth in this Agreement.

### Section B.

Employees shall perform their duties and assigned tasks to the best of their ability, in a safe manner, and to the satisfaction of the Borough. Employees shall refrain from all activities during work times which detract from the performance of their work and employees shall practice every economy possible in the discharge of their duties.

### Section C.

When dealing with the public, all employees shall consider it to be an integral part of their job to be as courteous and helpful as possible, so as to reflect positively on the public image of the Borough.

### Section D.

[Baring unforeseen circumstances such as weather, traffic, etc.](#), ~~E~~employees who will be late or absent or otherwise unable to perform their duties on their assigned shift must give their supervisor or division manager direct notice as much in advance as possible, and no later than ~~15~~[30](#) minutes ~~after~~[before](#) the start of the shift.

### Section E.

The Borough has a policy of zero tolerance for violence. It is the obligation of employees to report to their supervisor or other management employee as soon as practicable any threats or acts of violence against the employee in the course of his employment, or against any other person who is on Borough property or engaged in a Borough activity.

All threats or acts of violence by an employee while on duty or on Borough property or engaged in a Borough activity shall be subject to discipline up to and including discharge.

## ARTICLE 10 NO STRIKE CLAUSE

It is recognized that the need for continued and uninterrupted operation of the Borough's departments, divisions, and sections is of paramount importance to the citizens of this Borough and that there should be no interference in such operations.

In consideration of the rights of employees covered by this Agreement to a resolution of disputed questions under the grievance procedure, and as otherwise set forth in this Agreement, the Borough and the Association, for itself and for all employees covered by this Agreement, hereby agree that during the term of this Agreement no employee covered by this Agreement shall have any right to engage in any work stoppage, slowdown, or strike, and that if any unauthorized or wildcat work stoppages, slowdown, or strike occurs, the Association will immediately notify the employees engaged in the unauthorized activities to cease and desist.

The Borough agrees that during the term of this Agreement, or any extension thereof, it will not lock out employees.

## ARTICLE 11 NON-DISCRIMINATION

The Borough agrees to comply with all State and Federal laws, rules, or regulations prohibiting discrimination against any person with regard to employment because of race, religion, color, sex, ancestry, national origin, marital status, age, political affiliation, veteran's status, or physical or mental disability. The Borough further agrees that this non-discrimination provision against any person with regard to employment because of race, religion, color, sex, ancestry, national origin, marital status, age, political affiliation, veteran's status, or physical or mental disability, relates to solicitation for employment, rates of pay, selection for training, promotion, layoff, hiring, placement, transfer, demotion, and termination.

The Association agrees to comply with all State and Federal laws, rules, or regulations prohibiting discrimination against any person with regard to employment because of race, religion, color, sex, ancestry, national origin, marital status, age, political affiliation, veteran's status, or physical or mental disability and to admit any and all bargaining unit members to membership and to represent all bargaining unit members without regard to race, religion, color, national origin, veteran's status, age, sex, marital status, physical or mental disability, or political affiliation throughout the term of this Agreement.

The Borough and the Association agree to comply with the provisions of the Americans with Disabilities Act (ADA) as it pertains to the Matanuska-Susitna Borough and its employees.

## ARTICLE 12 EMPLOYEE CATEGORIES

1. Regular full time employees are those non-probationary employees who work a minimum of forty (40) hours per week, except on call and Emergency Responders employees (except as provided in #6 below).
2. Regular part time employees are those non-probationary employees who work at least twenty (20), but less than forty (40) hours a week, except on call and Emergency Responders employees (except as provided in #6 below).
3. Temporary employees are employees hired to augment, not displace, the regular work force on a short term or project basis.
  - a. A temporary employee may not be employed for more than six (6) months in a twelve (12) month period. Any temporary employee who is employed for more than six months shall be automatically entitled to the wages and benefits provided regular employees under this Agreement, and shall be obligated to pay the Association a fee equal to the dues imposed by the Association. These benefits include wages, leave, holiday pay, and overtime, ~~and healthcare~~. Temporary employees are not covered by any other terms of this agreement.
  - b. Temporary employees will receive the wage rate applicable to their classification if the position is a classified and graded position.
  - c. Temporary employees shall be paid only for hours actually worked and shall not accrue benefits except as noted in (a.) above. In the case of a temporary who is hired as a "regular" employee in the same classification without a break in service, credit shall be given for service already rendered under the Temporary status when computing longevity for wage reviews and for the purpose of the employee's completion of the probationary period.
  - d. Temporary employees may not be hired to avoid filling a regular position, or to otherwise circumvent this agreement.
4. An on call employee is a special type of temporary employee who agrees to be available to the Borough to fill in, as needed, with no guarantee of any hours. An on call employee may not work more than one thousand (1000) hours in a twelve (12) month period beginning with the most recent date of hire. The Borough will use the hire date to calculate the one thousand (1000) hours maximum allowance for each year of service. Any on call employee who is employed for more than one thousand (1000) hours shall be automatically entitled to the wages and benefits provided regular employees under this Agreement, and shall be obligated to pay the Association a fee equal to the dues imposed by the Association. These benefits include wages, leave, holiday pay, and overtime, ~~and healthcare~~. On call employees are not covered by any other terms of this agreement. Should business necessity require an extension of hours beyond the stated limit for an on-call employee, advance notice shall be given to the MSBEA providing the commencement and ending dates and the reason(s) necessitating the extension. The MSBEA will review the request and will formally grant or deny the request for extension. If the request is denied, the MSBEA will provide the rationale used in reaching that decision. The Borough shall not use on-call employees to displace regular bargaining unit positions, but rather to augment the existing bargaining unit workforce.

5. ~~A seasonal employee is a regular employee who is hired for seasonal activities and does not work over thirty four (34) weeks in a twelve (12) month period. During any period of unemployment, a seasonal employee shall not receive or accrue any benefits or be subject to any employee obligations.~~
6. A project employee is a class of temporary employee whose time of employment is reasonably expected to last longer than six months without a break in service, but not to exceed the term of the specific grant or project. Employees in this category must be funded through a specific grant or project with a defined ending date. A project employee shall be entitled to the wages provided regular employees under this contract, and the following benefits: leave, holiday pay, overtime, and healthcare, and shall be obliged to pay the Association a fee equal to the dues imposed by the Association. A project employee shall not be covered by any other terms of this agreement.
6. An Emergency Responder is a special type of temporary employee who agrees to be available on an as needed basis to respond to emergency medical, rescue or fire related needs. Emergency Responders are not eligible for membership in the MSBEA, and they are not entitled to any of the benefits of wages available to MSBEA members. However, if an Emergency Responder exceeds one thousand eight hundred twenty (1820) hours of service in their anniversary year, a full time position represented by the MSBEA will be created. The existing Borough recruitment and hiring process will be used to fill the newly created position.

### ARTICLE 13 GRIEVANCE PROCEDURE

A grievance exists when the Association or an employee has a complaint or dispute regarding any term or condition of employment provided for in this agreement. Employees who have completed their initial probation shall be free to present grievances in the prescribed manner, and shall be assured freedom from discrimination, coercion, restraint or reprisal in presenting grievances.

Grievance of Termination. A grievance regarding the termination of an employee shall be filed at step three. An employee who has been terminated and filed a grievance on such action in accordance with the procedures in the Agreement shall be considered suspended without pay or benefits until all steps of the procedure have been followed. If the employee is reinstated, the employee shall not be subject to any loss of pay, benefits, or seniority, except as may be agreed upon by the parties or ordered by an arbitrator.

Employees in their initial probation shall not have the right to grieve dismissal. Employees in their initial probation may, through the Association, file a grievance on other matters at Step 1 and appeal to Step 2, but the decision of the department director is final and not subject to further appeal or arbitration.

An employee should make an attempt to resolve all problems which arise in the workplace with the Borough. Such efforts should be made on an informal basis by the employee alone or with the assistance of a representative of the Association.

An employee who has informally discussed his problem with the Borough and still has a grievance shall follow the following formal grievance procedure. The employee shall have the right to representation by the Association in all formal steps. The Association shall serve as the exclusive bargaining representative of all employees covered by this Agreement and shall have the right to enter into a final and binding resolution of any employee grievance at Step 1, or at any time thereafter.

If the grievance is outside the jurisdiction of the first-line non-represented supervisor, the grievance will be initiated at Step 2 within the same time limits set out for Step 1. However, if the Borough determines that some or all of the issues are within the jurisdiction of the first-line non-represented supervisor, it may refer the grievance to that supervisor for a Step 1 response.

#### Section A. Grievance Procedures

Step 1. If the grievant is unable to resolve his problem with the Borough informally, the Association shall present the grievance in writing to the first-line non-represented supervisor no later than 30 days from the date of the occurrence or the date the grievable event would have been reasonably known. The first-line non-represented supervisor shall meet with the grievant and representative within five (5) days of receipt of the written grievance for the purpose of discussing and/or resolving the grievance. The first-line non-represented supervisor shall respond in writing to the Association within ten (10) days of the meeting.

Step 2. If the grievance is not resolved in Step 1, the Association may within ten (10) days of receipt of the first-line non-represented supervisor's decision at Step 1, submit the grievance to the department head. The department head shall confer with the Borough Manager and appropriate supervisory personnel. Within fourteen (14) days following receipt of the written grievance, the department head shall set up a meeting with the Association for the purpose of resolving the grievance. Within ten (10) days of the meeting, the department head shall provide the Association with a formal written answer to the grievance.

Class Action Grievance: Class action grievances shall be submitted by the Association representative to the supervisor having jurisdiction over the entire class of grievances. If the class includes grievants from more than one department, the grievance shall be filed at Step Three. A class action grievance is a situation which allegedly adversely affects two or more employees in the same manner. The grievance must state clearly and specifically the relief sought, the provisions of the Agreement alleged to have been violated, and the specific nature of each violation, and the specific employees involved. Failure to file a class action grievance does not bar the filing of a grievance subsequently on behalf of an employee.

Step 3. If the Association is not satisfied with the department head's decision at Step 2 and desires remedial action, it will within fourteen (14) days after receipt of such decision, appeal the matter to the Borough Manager. The Borough Manager shall render his decision within fourteen (14) days of his receipt of the appeal.

Step 4. If the Association is not satisfied with the response of the Borough Manager to the appeal, it may within seven (7) days of receipt of the Manager's decision notify the Borough Manager that it intends to submit the matter to arbitration. The Association and the Borough agree to a seven-day extension for the Association to notify the Borough of its intent to seek arbitration. Prior to the close of

the initial seven-day period, the Association must notify the Borough in writing of its intent to exercise the seven-day extension. The Association shall state specifically which article or articles the Borough is alleged to have violated. The Association and the Manager shall meet within seven (7) days to select an arbitrator. The Association and Borough agree to an automatic seven-day extension for the parties to meet for arbitrator selection. If the parties cannot agree on an arbitrator, they shall contact the American Arbitration Association or the United States Federal Mediation and Conciliation Service (USFMCS) to obtain a panel of seven arbitrators. If the parties cannot mutually agree upon a name on the panel, they shall, alternatively, strike names until one is remaining.

#### Section B. Arbitration

1. The arbitration will be scheduled as soon as possible based on the availability of the arbitrator and the parties.
2. The arbitrator shall have no authority to amend, alter or modify the labor agreement or its terms and shall limit his decision solely to the interpretation and application of the agreement. [All questions of arbitrability shall be decided by the Arbitrator, subject to the right of either party to appeal to the superior court, which, the parties agree, shall review de novo.](#)
3. The decision and any award of the arbitrator will be binding on all parties thereto.
4. Expenses of the arbitrator shall be equally shared by the parties. Each party shall bear the expenses of its own witnesses.

#### Section C. Default

The time limits set forth in this article are jurisdictional. The failure of the grievant to adhere to the time limits shall result in the grievance being closed without further right of appeal. The failure of the supervisors or department director to adhere to the time limits shall result in the grievance being automatically advanced to the next Step. Once the matter is advanced to Step 3, the failure of either party to adhere to the time limits shall result in a decision in favor of the non-defaulting party. These time limits may, however, be extended at any time by mutual written agreement of the parties. Neither party will unreasonably refuse to grant a legitimate request for an extension of time.

### ARTICLE 14 CLASSIFICATIONS AND RECLASSIFICATIONS

#### Section A. Classifications and Wage Rates

The creation of a new bargaining unit position or a change in the current duties of a bargaining unit position is the responsibility of the Borough. The pay range of such new or revised position is subject to negotiation. If the Association wishes to negotiate the range of a new or revised position, it must so indicate in writing within seven (7) days of receipt of the new or revised position description. Within [fourteen \(14\)](#) days of notification by the Association to negotiate, a meeting will be conducted by management with the appropriate parties. In the event that negotiations do not result in an agreement,

the matter may be referred to the grievance procedure. Nothing herein will prevent the Borough from implementing the position if it deems necessary after the seven (7) day notification period.

#### Section B.

While revision in duties assigned to a position remains a responsibility of the Borough, no person whose bargaining unit position is reclassified after the effective date of this agreement may suffer a reduction in pay for one year, but instead the pay of such employee shall be frozen until salary increases result in the employee's receiving a higher salary than the frozen amount. The salary freeze will not extend beyond one year from the date of reclassification.

#### Section C.

When a job has evolved to a point where substantial additional duties have been added and those duties have been adequately performed by an incumbent bargaining unit employee, the position is to be reclassified to recognize these changes. The step placement of the incumbent in the new higher range shall be the same as in the old lower range unless the change in wage is not at least a ~~at a step which represents not less than a~~ 5% increase in pay. If the change is not at least 5%, the placement is at such a step as would result in at least a 5% increase in pay. A reclassification does not affect the individual's anniversary date or eligibility for the next step increase. The effective date of the pay change shall be the date the supervisor, ~~and~~ the employee, and the Human Resources Manager agreed to the revised job description prior to submitting it for reclassification. The date of agreement shall be documented with signatures of the department head, the supervisor, the employee and the Human Resources Manager. The employee shall be retained in the position even though they may lack one or more of the minimum qualifications for the position as reclassified.

#### Section D.

During the life of this Agreement, the Borough will not create an excluded position in order to eliminate an Association position.

#### Section E.

The classification and reclassification of bargaining unit positions is generally initiated by the Borough. However, any bargaining unit employee who believes his or her position warrants an upgrade or does not warrant the reclassification action taken by the Borough, may initiate a reclassification request or protest. Within forty-five (45) calendar days of the employee's written request or protest, the Borough Manager shall provide a written response to the employee with notification to the Association. If the Borough denies the request or protest, the Association may file a grievance under the procedures set forth in Article 13.

### ARTICLE 15 JOB DESCRIPTIONS

Accurate job descriptions shall be prepared by the Borough for each classification. Job description formation, revision, modification and/or deletion of specified duties are the responsibility of management. If the employee or Association believes that the job description is inconsistent with the

current assigned tasks and duties for that particular classification, they may file a grievance under the grievance procedure, request renegotiation of the applicable pay range or seek reclassification of the position under Article 14.

The Borough retains the right to perform classification studies.

It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee. The assignments of such incidental duties may not materially alter the employee's job description or substantially impair his ability to perform his regularly assigned duties in a competent fashion.

#### ARTICLE 16 MANDATORY PROFESSIONAL CERTIFICATIONS

For those employees who are required to maintain professional licenses or certifications to perform their assigned duties, the Borough shall provide for the maintaining of those licenses. This shall be limited to those employees who are required to maintain those licenses or certifications under Federal or Alaska Statutes or regulations. Dues or memberships in professional societies or organizations are not the responsibility of the Borough, although the Borough may, at its option, agree to paying the costs of such membership.

The Borough shall provide adequate paid time and full reimbursement of pre-approved costs to those employees covered under this article who are required to maintain their licenses and certifications as a condition of employment.

If an employee negligently fails to take or successfully complete a course required for a license or certification required as a condition of the employee's current position, the employee may be subject to discipline under Article 21. If the employee cannot perform essential job responsibilities without the license or certification, the Borough shall make a reasonable effort to accommodate the employee until such time as he can regain the license or certification. If the employee is terminated because he cannot perform in his current position and cannot be placed in a vacant position in a lower classification for which he is qualified, for one (1) year from termination he shall have first right of rehire to a vacant position in his original classification if he obtains the license or certification.

If an employee suffers a revocation of his trade or professional license because of a violation of any federal, state or local law due to the deliberate or negligent acts of the employee, the employee may be subject to discipline. A suspension of more than three months may result in termination.

The employee shall be responsible for all expenses and/or charges rendered against the employee in cases of revocation of a license due to the employee's own deliberate acts.

Each employee shall immediately advise the Borough of any limitations or restrictions placed on his or her license, and of the loss or suspension of the license.

## ARTICLE 17 SENIORITY

Seniority means having the greatest amount of continuous, regular service with the Borough commencing on the date the employee became a bargaining unit member. An employee shall cease to have seniority if he:

1. resigns;
2. is discharged for cause;
3. is laid off for a period in excess of two years.

Upon execution of this Agreement the Borough shall submit to the Association and to each employee a list of employees with their seniority standing. An employee objecting to his ranking on the list may have a grievance and may follow the grievance procedure provided such grievance procedure is begun within thirty (30) days after the Association has received a copy of the list.

## ARTICLE 18 RECRUITMENT, PROMOTION, DEMOTION, LAYOFF AND REHIRE

### Section A. Recruitment and Promotion

The Association and the Administration recognize that the best interests of the public are served when the most qualified applicants are hired. It is also desirable to provide current employees with meaningful opportunities for promotions and career advancement.

In the event of a position vacancy or the creation of a new bargaining unit position, if the position is to be filled, the Borough shall solicit applications for that position from all qualified regular employees of the Borough. All such qualified regular employees will be interviewed. If at least three (3) qualified regular employees have applied, one of them shall be selected.

If less than three (3) qualified regular employees apply within five working days from the date the position is first posted, the Manager may solicit further applications from within and without the Borough. The best qualified applicant, whether from within or without the Borough, will be selected, except that preference must be given to regular employees if qualifications are relatively equal.

When more than one employee is being considered for the vacancy and each has approximately equal qualifications [as defined in Section E of this Article](#), the more senior employee shall be chosen. Employee applicants who are not promoted shall be informed in writing of the reasons why they are not promoted within five (5) working days of the Borough's decision to hire another applicant.

The Borough shall post a conspicuous notice of vacancy on the bulletin boards of each department, readily observable by employees. The Borough shall also provide a copy to the Association. Applications from regular employees must be submitted in writing within five working days of the posting, not including the day of posting. The Borough will contact remote locations where employees

are stationed. Employees must send in an application within five working days of receiving notice. All applications for classified positions will not be subject to public disclosure.

### Section B. Layoff

When it is necessary to reduce the number of employees, the Borough shall determine the class or classes of positions, and the number of positions to be eliminated. The employees within the department who are of the same class as the position to be eliminated shall be laid-off in reverse order of seniority. Where two or more employees' seniority is within six (6) months of each other, the employees shall be laid off based on skills, performance and ability.

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

In an attempt to avoid layoffs, with the mutual agreement of the Association and consistent with work requirements, the Borough will seek to find employees who volunteer to take leave without pay or to work a reduced work week, and then consider reduction of employee work hours equally distributed among affected personnel.

The Borough will appoint a qualified employee scheduled for layoff to a vacant MSBEA position of an equal or lower classification before hiring any other person except another regular employee for the position. When two or more employees have relatively equal qualifications, the Borough shall appoint the most senior employee.

When layoffs are determined, the MSBEA employees affected will be given a minimum of [thirty \(30\)](#) ~~twenty (20)~~ work days notice or [thirty \(30\)](#) ~~twenty (20)~~ work days pay prior to being laid-off. A laid-off employee loses all rights two [\(2\)](#) years after lay-off.

### Section C. Rehire

When a vacancy arises, laid-off employees will be returned to work in the same classification from which laid-off before any other applicants are considered. Laid-off employees, if qualified, will be given preference over applicants other than regular Borough employees for other vacant positions in the same or a lower salary range. When two (2) or more employees laid-off from the same classification have relatively equal qualifications, the employees shall be rehired in order of seniority.

If any employee fails to accept, within seven (7) days of receipt of written notification, a regular position in the classification from which laid-off, the employee will lose all layoff rights. It is the employee's responsibility to provide the Borough with current information regarding address, telephone number or other means by which the employee can be contacted.

A rehired employee will not lose seniority or benefits but will not accrue them while on layoff.

#### Section D. Subcontracting

The Borough will not replace existing bargaining unit positions with contracted services. During emergency situations involving health or safety, the provisions of this article do not apply for short duration contracts (one month or less). The Borough has the right to contract out work but efforts will be made to rehire laid-off employees before subcontracting work or assigning work to non-regular employees.

Contracting out services intended to be on-going or permanent will, however, be based upon the ability of the Borough to obtain needed services at lesser costs than if performed by bargaining unit members. Such decisions to contract out will be made only after the Borough has conducted a feasibility study determining the potential costs and other benefits that would result from contracting out the work in question. The study will include all costs associated with contracting out the work in question including, but not limited to, wages, benefits, administrative costs, agency overhead, program supervision and audits. The study will similarly determine the costs of performing the work with Bargaining Unit Members.

In the event the Borough determines such a savings will be realized, the Borough will provide all available cost comparison data to the Association not less than one month prior to its intended contract implementation. If contracted out work is taken in-house, the Borough will make efforts to rehire laid-off employees before all other hires.

#### Section E. Qualifications

In determining qualifications, the Borough shall consider the following factors:

1. Past and current performance evaluations.
2. Interview, when the interview has been documented.
3. Knowledge and experience with MSB relevant to the essential functions of the position being sought.
4. Outside relevant knowledge and experience for the position being sought.
5. Education.
6. Reference Checks.

A regular employee or an employee on layoff status who unsuccessfully applies for a position is entitled to documentation of the Borough's conclusions regarding each of these factors, for the employee and the successful candidate.

#### Section F. Demotions

1. Involuntary demotion for other than just cause is discussed in reclassification actions in Article 14.

2. Involuntary demotion for just cause is covered in Article 21.
3. Voluntary demotion will result in the employee reverting to the range of the new job at the same step the employee held at the time of demotion.

## ARTICLE 19 PERFORMANCE EVALUATIONS

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.

### Section A. Probationary Evaluations

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

Employees on probation following a promotion or transfer will be evaluated at least at the end of their probationary period.

### Section B. Regular Evaluations

When an employee who is not covered by Section A is performing satisfactorily, the employee will receive a step increase under the schedule set out in Article 46 without the supervisor preparing a formal annual evaluation. Annual evaluations will not be required for those employees (not covered by Section A above) whose performance is at or above acceptable standards. If the supervisor has not completed the evaluation process by the employee's anniversary date, it will be assumed, for purposes of eligibility for a step increase, that the employee's performance is adequate.

### Section C. Supplemental Evaluations

The Borough may conduct a supplemental evaluation at any time. When a supervisor believes that an employee's performance is below acceptable standards, the supervisor will so notify the employee and prepare an interim evaluation and plan for improvement. An employee may request a supplemental evaluation at any time; however, the supervisor is not required to prepare a supplemental evaluation more than once a year, measured from the employee's anniversary date.

### Section D. Evaluation Procedures

Evaluations should be written by supervisory personnel who have supervised the employee for at least three (3) months during the evaluation period. If no such supervisor is available, the department director or the available supervisor who supervised the employee the longest during the evaluation period may

evaluate the employee. The employee's other supervisors, if available, may be required to submit written comments.

The Borough shall devise forms and establish standards to be used by supervisors in filling out job evaluations. Those standards shall be uniformly applied by the Borough in evaluating an employee. Any change in evaluation form or system shall be reviewed with the Association. MSBEA will provide input for such changes within 30 days after receiving the written proposed change.

The evaluation shall be discussed with the employee within fifteen (15) days of the employee's completion of his or her worksheet or by the employee's anniversary date, whichever is later. Upon completion of this discussion the evaluation shall be signed by the employee and the evaluator. The employee's signature shall not constitute agreement with the evaluation.

Comments added after the employee signs the evaluation will be discussed with the employee and an additional signature of the employee will be required.

Employees are required to sign their evaluation within five (5) days of receiving it. If an employee has not signed the evaluation within the five (5) day time period, the supervisor shall note the failure to sign on the evaluation, and it shall continue through the normal evaluation process without the employee's signature.

The employee shall receive a copy of the evaluation report after the administrative review section has been executed.

#### Section E. Appeals

If the evaluation does not result in a step increase, the employee shall have the right to appeal through the grievance procedure to the Borough Manager only. The employee shall have a right to file a response to the evaluation. That response shall stay in the personnel file as long as the evaluation is maintained in the personnel file.

#### Section F. Untimely Responses

If the evaluation under Section A justifies a pay increase and the evaluation is late for reasons other than the fault or delay of the employee, any pay increase shall be retroactive to the evaluation due date.

The employee must provide the supervisor with the employee's completed evaluation worksheet, with a copy to Human Resources, at least fifteen (15) days before the evaluation due date. If the supervisor has not completed the evaluation process by the anniversary date, the pay increase will be implemented on the anniversary date.

#### Section G. Plans for Improvement

In the event the evaluator notes less than satisfactory performance by an employee, the evaluator shall, within fifteen (15) days from the time the employee signs, or fails to sign, the evaluation, develop a plan for improvement that:

1. delineates the evaluator's expectations regarding improvement,

2. describes activities to be undertaken by the employee to improve his performance,
3. indicates a time frame for improvement, and
4. sets forth clearly the possible consequences if the expected level of improvement is not attained.

This plan for improvement shall be discussed and clarified with the employee within 15 days from the time the employee receives the improvement plan, and shall be considered part of the evaluation process. At the request of the employee, an Association representative may be provided with a copy of the plan for improvement or be present at the discussion.

#### Section H. Deadlines

All deadlines contained in this Article may be relaxed in the event either the employee or supervisor is unavailable due to approved leave in excess of five (5) days, by the amount of such approved leave.

### ARTICLE 20 EMPLOYEE RECORDS

An employee shall have the right to examine his personnel file or files within a reasonable amount of time following a request by the employee.

The authorized Association-designated representative shall have the right to examine an employee's personnel file within a reasonable amount of time upon request, with written agreement of the employee.

Employee records including, but not limited to, records in the personnel file, payroll files including personnel leave/overtime leave requests, supervisory working files including employee discussion records, training records, and medical related records of bargaining unit members are confidential and are not available to the public for inspection or copying.

Employees shall be given a copy of any disciplinary letter or document which reflects adversely on their performance at the time such letter or document is placed in their personnel file.

Before any information or document relating to an employee's performance is placed in an employee's personnel file, the employee shall be made aware of the contents of that document. The document should contain a notation by the employee that they have seen the document. Such notation does not signify agreement with the document, but only that the document has been seen. All disciplinary matters will be removed from the personnel file after two (2) years, if no subsequent report of similar violation has been made.

Except as approved by the Borough Manager, only the following documents, with relevant attachments, may be placed in the personnel file and retained in the file throughout the employee's employment: the original application and applications for all additional positions for which the employee successfully applied, offer letters, required pre-employment documents, emergency contact information,

employment verifications, performance evaluations, current licenses and certifications, all personnel action forms, formal commendations, and disciplinary records not purged under paragraph 5 above. Records removed from the personnel file will be returned directly to the employee.

Personnel will maintain a second file for each employee containing medical-related information. Personnel will also maintain a third file containing training records for each employee. The Borough shall maintain a log and record of any person who accesses an employee record maintained by the human resources division.

There may also exist an employee discussion record maintained by each supervisor to document any important discussions held with the employee. All entries shall be discussed with the employee at the time the entry is made, the employee's comments shall be noted and signed or initialed by the employee, and a copy of the record shall be provided to the employee upon request.

No secret employee files shall be maintained. Only those documents which have been provided to the employee or records pertaining to him of which he has been made aware and given the opportunity to review, may be used against him in evaluating, disciplining or otherwise taking adverse action regarding such an employee.

## ARTICLE 21 DISCIPLINE AND DISCHARGE

### Section A. Disciplinary Actions

If an employee fails to perform in accordance with the employee obligations set forth in this agreement, or the violation of reasonable work rules not in conflict or inconsistent with the provisions of this Agreement, the Borough ~~shall~~ may for just cause take disciplinary action as follows:

1. a verbal reprimand;
2. a written reprimand;
3. probation for a period not to exceed six (6) months. Within fifteen (15) days of placing the employee on probation, the supervisor shall discuss with the employee an improvement plan as described in Article 19, Section G, and shall clearly outline the possible consequences if the expected level of improvement is not attained.
4. denial of pay step increase;
5. involuntary transfer to another classification or another position of the same class without reduction in grade or salary, if a position is open and the employee is qualified for it;
6. demotion to a classification or position in a lower pay range. A demotion under this article shall not be treated as a reclassification.
7. suspension without pay;

8. dismissal.

### Section B. Progressive Discipline

Under ordinary circumstances the Borough may impose progressively serious discipline as described above. The parties recognize, however, that certain conduct may require more serious discipline than would be available if strict compliance with the above sequence were mandatory or that a particular form of discipline may be more appropriate for resolving the employee's misconduct or failure to perform. In such cases, the Borough retains the right to impose discipline at the most appropriate level.

In all cases of progressive disciplinary actions, the Employer will provide a copy of the written action to the bargaining unit representative accompanying the employee to the disciplinary action meeting concurrent with the commencement of the meeting. If the employee chooses not to have a representative present, a copy of the action will be provided to the MSBEA immediately following the meeting.

### Section C. Association Representatives

No Association Representative or officer may be disciplined by any action other than a verbal or written reprimand until the Borough Manager has reviewed the action and has found in writing that the disciplinary action is based solely on job performance or conduct and is not retaliatory in any manner. The Manager's findings shall be forwarded to the Association, the Supervisor, and the employee to be disciplined. If the discipline is found to be supported in fact, the action shall stand and the employee may, if so desired, initiate the grievance procedure at the appropriate step.

## ARTICLE 22 NEPOTISM

No employee shall suffer a discharge, demotion or other arbitrary action by the Borough when circumstances find an employee and a member of his immediate family working within contact of each other. No employee shall be discriminated against for promotion when, as a result, he or she would be in contact with another member of his immediate family. However, no employee may serve in a supervisory capacity over a member of his immediate family.

"Immediate Family" shall be defined, concerning this article only, as spouse, children, mother, father, grandparents, grandchildren, brother, sister, aunt, uncle, nephew, or niece. "Immediate Family" also includes any other close relation that resides permanently with the employee.

## ARTICLE 23 SAFETY

### Section A.

The Borough shall provide and maintain safe and healthy working conditions for all employees. The Borough shall provide all safety equipment and apparel required by law and shall comply with applicable federal and state statutes and regulations governing occupational health and safety. All employees shall wear all safety equipment and apparel required by the Borough and shall comply with applicable federal and state statutes and regulations governing occupational health and safety. The Borough shall ensure that all employees are adequately informed of such statutes and regulations.

### Section B.

There will be created a Safety committee comprised of an equal number of members of the Borough and the Association. The Safety Committee shall be comprised of at least 2 MSBEA appointed members and one MSB appointed member from Fire/EMS and one MSB appointed

member from Administration. The Safety Committee will meet not less than quarterly, and it shall be the responsibility of the Safety Committee to review all safety related complaints and suggestions submitted by employees, the Association and the Borough. The Safety Committee may issue recommendations which shall be forwarded to the Borough Manager. The Borough will issue an annual report summarizing its safety related activities and those of the committee for the prior year. The Borough shall also schedule and conduct, at least semi-annually, a safety meeting for all employees. Such meetings may be scheduled and conducted by departments or divisions. Topics for discussion during safety meetings shall be selected by the Borough, with input from the Association and employees. It may include hazard recognition, location of safety equipment, and emergency procedures. On request, a representative of the Association shall be allowed to speak on relevant safety matters during safety meetings.

### Section C.

The Borough shall ensure that at least two (2) employees in each department are trained in first aid and CPR, in case of medical emergency within the department. The names of all employees so trained will be posted in each work area. The training shall be equivalent to or surpass the standard first aid program as prescribed by the American Red Cross. The Borough shall be responsible for locating qualified instructors to provide first aid training described in this section, and agrees to provide the time and funds necessary to fulfill the above requirements no less than three times per year.

### Section D.

The Borough shall provide and maintain at least four emergency survival kits which will be made available to Borough employees required to travel to or remain in remote areas. Survival kits shall be used by employees in cases of emergency and shall be surrendered to the Borough upon the employee's return.

## ARTICLE 24 ELECTIONS

The Borough shall schedule employees' work so that each employee has a reasonable amount of time to vote while the polls are open for any municipal, state, or federal election.

If an employee desiring to vote is not off-duty long enough to vote on election day, and has not voted absentee, the Borough shall allow the employee additional time off without loss of pay to enable the employee to vote. The additional time off shall be limited to the amount of time sufficient to vote and shall not exceed the amount of time necessary for the employee to have two consecutive off-duty hours between either the opening of the polls and start of work or the end of work and the closing of the polls.

## ARTICLE 25 PAY DAYS

The Borough shall electronically direct deposit or mail pay checks every two (2) weeks, on Fridays. In the event a Friday falls on a holiday, the pay checks shall be electronically deposited or mailed on the last working day preceding the Friday holiday. Electronic direct deposit and delivery by U.S. Mail are the only methods by which regular pay checks may be disbursed to employees. [The Borough will transfer designated earnings into up to five \(5\) accounts including investment accounts at the employees designation. However, electronic transfers will be made only to accounts with both routing and account numbers.](#)

## ARTICLE 26 Reserved for future use.

## ARTICLE 27 PROTECTION OF RIGHTS

### Section A. Revocation of Licenses

In the event an employee shall suffer a revocation of his trade or professional license because of a violation or violations of any federal, state or local laws by the Borough, the Borough shall provide suitable and continued employment for such employee at no less than the employee's standard rate of pay at the time of revocation of the employee's license for the entire period of revocation of the license. The employee shall be reinstated to the position he held prior to revocation of his license after his license is restored. The employee shall lose no pay or benefits in the event of revocation of his license due to actions taken at the direction of the Borough. However, if the revocation is due to the employee's action outside the scope and duties of his job, and such actions weren't directed by the Borough, disciplinary action, up to and including dismissal, may be considered by the Borough.

The Borough shall pay all expenses and/or charges rendered against the employee in case of revocation of his license because of the employee's violation or violations of any federal, state or local laws by direction of the Borough.

Each employee shall immediately advise the Borough of any limitations or restrictions placed on his or her license, or, the loss or suspension of the license.

#### Section B. Performance of Duties

Upon written request by the employee, the Borough shall provide for the legal defense of an employee in any civil action brought against the employee as a result of the employee's performance as required by the Borough.

An employee charged in any civil action in the performance of his duties as required by the Borough shall not lose his position, pay or benefits. Costs stemming from a civil suit against an employee in the performance of his duties, as required by the Borough, shall be borne by the Borough, including any judgment rendered against the employee.

#### Section C. Rights of Employees

Bargaining unit members shall have the same rights as the general public when conducting personal business with the borough related to land disposals and surplus sales.

### ARTICLE 28 TRAINING

#### Section A. Training Programs

The Borough and the Association recognize that in order to facilitate an effective growth of the abilities and productivity of all employees a fair and effective program of education and training is desirable. To achieve this goal, the Borough Manager and his designees shall develop programs to allow employees to upgrade and improve their skills and capabilities. Such training shall include, but is not limited to, technical, supervisory, clerical, safety, public relations, or other job related areas the Borough and Association may feel are necessary for the efficient operation of the Borough. All employees shall have the opportunity to participate in training programs that are designed and offered for all employees. At the Borough's expense, an employee may be required to register for and complete a course or courses intended to enhance the employee's ability to satisfy the requirements and responsibilities of his position. The employee shall not be disciplined for failing to obtain a passing grade. No employee shall be required to take an unreasonable amount or type of training and the Borough shall make a reasonable effort to accommodate the employee's needs in the location and scheduling of training. If the course is only offered after work hours, the employee shall be considered in pay status while in attendance at such training. Employees receiving training which requires an overnight stay outside of the Borough shall be on pay status only during their normally scheduled work hours or during actual hours of training, whichever is greater.

#### Section B. Association Participation

The Association and the Borough agree that job related training and development of employees is mutually beneficial. The Association will be kept informed of all training programs and the Borough will post training opportunities on employee bulletin boards. The Borough will circulate to all

employees, notices of appropriate training opportunities that it receives from vendors and institutions, on a monthly basis. The Association may make recommendations to the Borough relative to the training of employees. The Borough will consider all Association recommendations. The parties agree to meet at the request of either party for the purpose of exchanging information for the training of employees.

#### Section C. Training Reimbursement

The Borough shall reimburse employees up to 100% for tuition, books and other applicable expenses for job related training or education which is pre-approved by the Borough if the training is pertinent to the employee's currently held job, and the employee provides written proof that he or she successfully completed the training or education. Successful completion shall be defined as the attainment of a "C" grade or better for classes or training. If the training does not provide for a grade upon completion, the employee must provide the Borough with attendance documents or a certificate of completion or some means of proof that the training was successfully completed. Reimbursement will be guided by a policy to be developed by the Borough with written comments by the Association.

If an employee resigns from his Borough position less than one (1) year after taking training for which the employee's total Borough paid expenses exceeded seven hundred fifty dollars (\$750), the employee shall reimburse the Borough on a pro-rated basis, based on the time elapsed since the last day of the training.

#### Section D.

Training opportunities, both in kind and frequency, shall be offered to all employees of the Borough on the basis of necessity and equity.

### ARTICLE 29 LEAVE OF ABSENCE

#### Section A. Leave Without Pay

Leave without pay, for reasons not covered by Article 30, Family and Medical Leave, may be granted for up to thirty (30) working days, unless otherwise extended by the Manager, to an employee after all personal leave earned by the employee has been exhausted.

#### Section B. Benefits During Leave Without Pay

During leave without pay, the employee on leave shall be covered by the Borough's group health, accident and life insurance policies, provided the premiums are paid by the employee to the Borough, in advance of the Borough's payroll date for premiums withholding.

While on leave without pay, employees will not receive holiday pay if they are on leave without pay for the whole day either the day before or the day after the observed holiday.

### Section C. Bereavement Leave

1. Bereavement leave shall be allowed to employees due to the death of a family member. Employees shall have the option to take up to sixteen (16) hours of paid bereavement leave. Time taken for bereavement leave in excess of the hours stated above shall be first charged to personal leave and then to leave without pay
2. Family, for purposes of bereavement leave, is defined as spouse or domestic partner, children (including step, foster, and adopted), parents and siblings.

## ARTICLE 30 FAMILY AND MEDICAL LEAVE

### Section A. Eligibility

Employees who meet the requirements of the state Alaska Family Leave Act, AS 23.10.500 et seq. or federal Family and Medical Leave Act, 29 U.S.C. 2601 et seq., are eligible for leave under this Article. When an employee applies for leave under circumstances where family and medical leave, (FML) may apply, the Borough shall determine if the employee is eligible for the leave provided by the state or federal acts, and the amount of leave to which the employee is entitled by law.

An employee's eligibility for FML shall depend on the number of hours and months of work required by law at the time of the request or need for leave. At the time of ratification of this contract, an employee must work for the Borough at least thirty-five (35) hours a week for six (6) consecutive months or at least 17.5 hours a week for at least twelve (12) consecutive months to meet the minimum requirements for FML under state law. An employee must work for the Borough for at least 12 months (not necessarily consecutive months) and have worked at least 1250 hours during the preceding 12 months in order to meet the minimum requirements for leave under federal law.

Depending upon the family or medical circumstances, an eligible employee shall be entitled to up to a maximum of twelve (12) to eighteen (18) weeks of family or medical leave a year, as provided by state or federal law.

### Section B. Reasons for Family and Medical Leave

Eligible employees are entitled to family and medical leave for the reasons set out in state or federal law, which include:

1. The birth of a child of the employee, or the placement of a child with the employee for adoption (or, under federal law, for foster care), provided the leave is taken within one (1) year of the birth or placement.
2. The need to care for the employee's child, spouse, or parent who has a serious health condition.

3. The employee's own serious health condition which makes the employee unable to perform his job functions.

#### Section C. Employee Obligations

Employees shall be required to give thirty (30) days notice to the Borough specifying the need to use FML if the need for the leave is foreseeable. The employee shall give notice to the Borough as soon as possible when the need for the leave was not foreseeable by thirty (30) or more days. The employee shall also make a reasonable effort to schedule treatment or other covered activities so as to not unduly disrupt operations of the Borough.

When the employee's request for leave is due to the serious health condition of the employee or a family member, the employee shall provide the Borough a medical certificate on the form provided by the Borough to support the request for leave unless the Personnel Officer or designated FML Administrator advises the employee in writing that the certificate is not required. When the Borough has reason to doubt the validity of the certificate, the Borough may require a second medical opinion at the Borough's expense. In the event that the second opinion differs from the first opinion, the Borough may require a third medical opinion, at the Borough's expense, from a health care provider approved jointly by the Borough and the employee.

The Borough may require periodic recertification during FML, and may also require an employee to periodically report on the employee's status and intention to return to work. Employees who are unable to return from leave as originally scheduled shall provide the Borough with a medical certificate for the employee or the family member with the serious health condition in order to establish the employee's inability to return to work.

#### Section D. Employee Pay and Benefits While on Leave

Employees shall be required to first use all accrued paid leave down to 40 hours as part of FML. The decision to utilize the remaining 40 hours is at the sole discretion of the employee. The remainder of any FML leave shall be leave without pay.

While on FML covered by federal law or while on FML covered by the employee's accrued paid leave, the Borough will continue to pay for the employee's health coverage to the same extent that it would if the employee were working. The employee will be obligated to make timely payments for his portion of the health coverage, if applicable. While on unpaid FML covered only by state law, the employee may choose to continue coverage under the Borough's health plan, at the employee's expense. If an employee chooses not to pay for health coverage while on unpaid state FML, the coverage will be discontinued during the remainder of the leave, but health coverage will be restored upon the employee's return to work.

If the employee fails to return to work within the required time, the employee shall repay the Borough all health insurance premiums paid by the Borough during the leave, except where federal law provides that the reason for the employee's failure to return excuses the employee's obligation to pay.

#### Section E. Status Upon Return to Work

Employees on FML who return to work in a timely manner shall be returned to their former position or a position equivalent in pay and other benefits. An employee on leave under this Article shall not lose any previously accrued seniority or other employment benefits, but during any portion of the employee's leave which is unpaid leave, no seniority or other benefits shall accrue. Nothing in this Article shall be construed to entitle any employee to any right, benefit or position to which the employee would not have been entitled had the employee not taken leave.

#### Section F. Intermittent Leave

Leave may be taken intermittently where medically necessary or where the Borough and employee mutually agree. When an employee requests intermittent leave because of medical necessity, the Borough may require additional certification regarding the planned medical treatment, the expected dates and duration of treatment, and the expected duration of the intermittent leave. If the intermittent leave request is for the employee to care for a family member, the Borough may also require certification that the employee's leave is necessary for the care of the family member.

#### Section G. Definitions

1. A "family member" means: a) a child as defined in #2; b) an employee's spouse; c) an employee's parent or a person who acted as the employee's parent.
2. "Child" or "son" or "daughter" means a biological, adopted or foster child, a stepchild, a legal ward or a child for whom the employee has accepted parental responsibility. To qualify the employee for leave under this article, the child must be under eighteen (18) years of age or be incapable of self-care because of a mental or physical disability.
3. "Serious health condition" generally means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, residential medical care facility or continuing treatment by a health care provider. The specific circumstances of each employee's situation will determine whether state or federal law (or both) on "serious health condition" will apply.
4. "Health care provider" means doctor of medicine or osteopathy licensed in the state in which the doctor practices, and such other health care providers as are approved under the state or federal acts.
5. "Health benefits" means existing contractual medical, eye or dental insurance coverage to which the employee would be entitled if not on Family and Medical Leave.
6. "Year" means a "rolling" 12-month period measured backwards from the date an employee uses any FML.

#### Section H. Borough Obligations

The Borough will not interfere with, discriminate or retaliate against any employee because of his legitimate use of FML.

#### Section I. Employee Rights

An employee who believes his rights to family or medical leave have been denied may file a grievance under the procedures of Article 13. The employee may also make a complaint to the U.S. Department of Labor, Wage and Hour Division, and/or the Alaska Department of Labor.

#### Section J. Reliance Upon State and Federal Law

It is the Borough's intent to apply state or federal FML law, as applicable to the specific facts of an employee's circumstances. Any issue, right or obligation regarding FML which is not explicitly set out in this article shall be resolved by reliance upon state or federal law set out in AS 23.10.500 et seq. and 29 U.S.C. 2601 et seq. and in the regulations formally adopted to interpret the statutes.

### ARTICLE 31 VEHICLE USAGE

#### Section A. Reimbursement Rate

No employee shall be required to provide on-the-job transportation as a condition of employment. An employee who is required to drive as a part of the performance of his job duties must drive a Borough vehicle unless the use of a private vehicle is pre-approved by the department director. An employee who uses his personal vehicle shall be compensated at the federal mileage reimbursement rate in effect for that year.

#### Section B. Smoking

Where a Borough vehicle is furnished for employees' use, there shall be no smoking allowed in the Borough vehicle.

#### Section C. Safety

No employee shall be required to operate a Borough vehicle unless that vehicle's safety systems are in proper working order and mechanically sound. Safety systems include, but are not limited to: engine; brakes; windshield wipers; tires; steering; and, safety restraint systems (seat belts and air bags if installed by the manufacturer).

#### Section D. Passengers

No employee may transport passengers in a borough vehicle other than passengers who are directly related to the borough's business. No personal pets or other animals may be transported in a borough vehicle unless the vehicle is used by Animal Care and Regulation and is intended for use in transporting animals.

## ARTICLE 32 TOOLS

If tools, equipment, special protective clothing or uniforms are required for accomplishing work assignments or to comply with Federal and State statutes and regulations regarding Occupational Health and Safety, the Borough shall be responsible for supplying them.

## ARTICLE 33 DAMAGED OR STOLEN PROPERTY

### Section A. Reimbursement for Damaged Property

In the event items of clothing or personal property necessary pursuant to an employee's work assignment are damaged through no fault of the employee and the employee was performing duties as required by the Borough, the Borough shall reimburse the employee for the value of such clothing or personal property. The condition of the clothing or personal property immediately prior to such damage shall be taken into account in determining its value. The Borough shall take prompt and timely action in the disposition of employee claims for damaged personal effects. Disagreement by an employee concerning management's finding of fault or the monetary value of the property, shall be subject to grievance procedure.

### Section B. Responsibility for Stolen and Damaged Property

An employee who is responsible for Borough property that is stolen or damaged, as a result of an intentional action by that employee, may be responsible to pay actual replacement or repair costs of the property as determined through proper administrative or judicial means.

## ARTICLE 34 NON-WAR MILITARY DUTY ABSENCE

The Borough will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 [as revised January 18, 2006](#), or any successor legislation. A copy of the Act will be maintained in Personnel and will be available for review by employees.

## ARTICLE 35 SEVERE WEATHER AND HAZARDOUS CONDITIONS

### Section A.

No employee who, despite severe weather or other hazardous conditions, makes every reasonable effort to reach his assigned place of work on time, shall be disciplined or otherwise sanctioned for tardiness, or unauthorized absence. Unless waived by the Manager with no loss in compensation, time lost through occurrence of severe weather or hazardous conditions shall be made up as leave or as regular time during the same period as that time was lost and shall be scheduled with the concurrence of the employee's supervisor. Time worked to make up for time lost shall be compensated at the employee's regular rate of pay.

Consistent with MSB 2.52.280(c), if the Manager should determine that due to severe weather or hazardous conditions, some or all employees either need not report to work or should leave work before the normal shift is completed, the time off shall be treated as paid administrative leave. The Manager shall determine which employees are authorized such time off. Employees required to report to work or remaining on duty under such conditions, shall receive the overtime rate of pay for hours worked beginning after the Manager releases other employees. Employees who are absent from work on personal leave or leave without pay, or who are gone from the Borough on business or training shall not be awarded paid administrative leave.

### Section B.

Employees assigned to field work or required to travel may be re-assigned with pay indoors or to other locations if severe weather or other threatening conditions make outside duty or travel hazardous.

### Section C.

When employees' work requires flying in helicopters or fixed wing aircraft except for regularly scheduled commercial flights, a premium of 10% over the applicable rate of pay shall be paid for all billable flight time.

## ARTICLE 36 RESIGNATION

An employee who desires to terminate his service with the Borough shall submit a written resignation to his supervisor. Resignations shall be submitted as early as possible, but at least ten (10) working days before the final workday. An employee may request to rescind his resignation at any time before the final work day. If the Borough has processed the resignation and posted a notice of vacancy, it shall have sole discretion to determine if the resignation may be withdrawn. Otherwise, the resignation shall be withdrawn at the employee's request. A copy of an employee's resignation shall be attached to the form effecting separation and be filed in the employee's service record in the Personnel Division. The statement will be taken into consideration if the individual applies for re-employment. Failure to give the required minimum notice shall be entered in the employee's record and may be cause for denying future employment with the Borough. Upon termination, an employee shall receive compensation for all accrued compensable leave.

ARTICLE 37  
TERMINATION PAY

The Borough shall make all reasonable efforts to ensure that when an employee is terminated, his wages and all benefits shall be paid within three (3) working days. All employees are required to surrender all Borough ID cards, equipment, apparel, keys and other Borough property before the final check is issued.

An employee shall be entitled to two weeks termination notice or two weeks pay in lieu of notice except in cases of disciplinary action.

ARTICLE 38  
ACTING APPOINTMENTS

Section A.

An employee may be temporarily appointed through a written personnel action by the Manager to a higher class of position due to a vacancy or absence in the higher position. An employee shall, however, have the right to refuse temporary appointment to a higher class of position without prejudice.

Section B.

An employee temporarily appointed to a higher classification or position for a period in excess of five (5) consecutive working days, shall receive at least the rate of A step of the higher range or a premium of 10% of current salary, whichever is greater, for the entire period of the appointment, except when the temporary appointee is absent for one full day or more. However, if the immediate supervisor determines that the temporary appointee must be available for questions, the employee will be compensated at the higher salary rate. The supervisor will provide written notice to payroll that the temporary appointee must remain in the higher range during the specified period of leave. This temporary rate of pay, however, may not exceed the rate paid to the employee regularly assigned to the position.

Section C.

If, for a period in excess of five (5) consecutive working days, an employee is assigned or required to perform the duties of a higher classification or position in which there is an absence or vacancy, in the absence of a formal appointment, he shall still receive the additional compensation provided for in Section B.

Section D.

All time served by an employee in an acting capacity in a higher class of position shall be credited to any probationary period applicable to that position in the event the employee is promoted to that higher position, provided that such time was served within one year before the effective date of such promotion.

## ARTICLE 39 HOURS OF WORK AND OVERTIME

### Section A. Work Week

The work week shall consist of forty (40) hours within five (5) consecutive days, and all regular full-time employees with status shall be guaranteed a full work week provided they are ready, willing, and able to work, unless suspended, on layoff, or leave without pay. Department heads may establish different schedules to meet departmental operating needs. By mutual agreement, the parties may establish alternate schedules to meet the needs of the borough. Examples of alternate schedules are: four (4) ten (10) hour days, flexible work hours, and telecommuting. The parties may also designate periods during which employees, in order of seniority, select their own eight hour shifts.

The Borough agrees that, unless the employee agrees otherwise, the employee shall be paid overtime for all hours [worked](#) in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week, at the appropriate overtime rate of pay. An employee may agree to compensatory time off at the appropriate overtime rate in lieu of receiving compensation.

The Borough will not cut the hours of full time employees solely for the purpose of avoiding its obligations to pay the benefits provided under this agreement.

### Section B. Down Time

When employees are required to standby because of temporary breakdown or shortage of materials, temporary weather conditions, or for any other cause beyond their control, no time shall be deducted from this period and the finishing time or shift shall not be extended to make up the lost time.

### Section C. Standby or On Call

Any employee required to remain available to the Borough after work hours, by telephone, personal pager or other communication device, and who remains obligated to respond and whose after hours activities are substantially restricted, shall receive compensation in the amount of one (1) additional hour of pay per day. If his standby or on call duty extends over the weekend, he shall receive two (2) hours of additional pay for each weekend day [or holiday](#) the employee is on standby or on call.

### Section D. Call In

When an employee is called by the Borough to work prior to his regularly scheduled starting time, and continues to work into the regular shift, he shall be paid for the time worked at the appropriate overtime rate. If an employee is called in to work by the Borough any other time, he shall be guaranteed a minimum of 2.7 hours pay at the appropriate overtime rate. This call-in provision applies only when

the Borough has specifically requested an employee to come in to work at a specified time and for a specified duration or on a specified project. This provision is not meant to include an employee coming into work at the time of the employee's convenience.

For employees in the classifications of Deputy Animal Care & Regulation Officer and Animal Care and Regulation Technician, if a covered employee is called in to work by the Borough after his/her regularly scheduled shift ending time, and more than two (2) hours prior to their regularly shift starting time, they shall be paid for a minimum of 2.7 hours at the overtime rate plus an additional thirty (30) minutes. If the call in occurs less than two (2) hours prior to the employee's regularly scheduled starting time, it shall be paid at the regular rate of pay and the employee may take up to one (1) hour of unpaid time during the day.

#### Section E. Department of Emergency Services Employees

Department of Emergency Services employees shall be allowed a rest period of at least four (4) hours, but not more than eight (8) hours, of non-compensable time beginning from the time they return home until they are required to report for their regularly scheduled shift if the call in occurs more than two (2) hours prior to their regularly scheduled shift starting time. If the employee is the sole person on the shift, the employee must contact their supervisor at least one (1) hour prior to the shift starting to notify them that they will not be on duty at their regularly scheduled time.

When the employee reports to work on a delayed starting time as provided for above, they shall work an eight hour shift as regular time unless their supervisor approves the employee taking personal leave.

#### Section F. Cleanliness

An employee shall not be required to remain at work if their clothing becomes soiled or damaged to the extent it prevents them from performing their regular job duties. In such cases the employee may, with the prior approval of their supervisor, be allowed to bathe or change clothing while in pay status and return to work appropriately clothed.

### ARTICLE 40 SHIFT DIFFERENTIAL

Employees who are assigned to and work a shift starting after 4:00 p.m. or before 6:00 a.m. shall receive five percent (5%) pay differential. Shift differential shall not be included in base pay for determining leave, holiday pay or comp time.

### ARTICLE 41 PROBATIONARY PERIOD

### Section A.

Employees promoted from within the Borough in all ranges, and newly hired employees serving their initial probationary period in Ranges 19 and below, shall serve a probationary period of six (6) months. The probationary period may be extended for periods of up to ninety (90) days.

For newly hired employees in Ranges 20 and above, the probationary period shall be twelve (12) months. The Manager may shorten the probationary period of Ranges 20 and above, but all employees will have a minimum of six (6) months probation. All periods of leave without pay in excess of 15 days during the probationary period will defer the probation completion date by that number of days.

### Section B.

Probationary employees may be dismissed at any time during their initial probationary period, if in the opinion of the Borough, the employee will not reach satisfactory status during the probationary period. The grievance procedure outlined in Article 13 is available for probationary employees only as set out in that Article.

### Section C.

Upon successful completion of probation, an employee may receive a one (1) step pay increase. However, a new employee who started at a salary step higher than A and served a probation of less than twelve (12) months shall not receive a one (1) step increase until the completion of one (1) full year of service.

### Section D.

A promoted employee shall serve not more than six (6) months probationary period at his new position. If any promoted employee fails to successfully perform the essential functions of the job or voluntarily wishes to be demoted back to the previous position during the first fifteen (15) days of the promotional probationary period, said employee shall be permitted to do so. After fifteen (15) days, he/she shall be permitted to do so if the position is available and no offer of hire has been made, or it has not been filled by a probationary or regular employee. No adverse action may be taken against the employee as a result of the above except the employee's range and step will revert to that of the previous position.

## ARTICLE 42 DRIVING RECORDS

Any employee who is required to drive in order to perform essential functions of the job shall be required to maintain a valid Alaska driver's license of the proper class and to provide the Borough with a release authorizing the Borough to obtain a copy of the employee's driving record. All employees are required to provide the Borough with proof of a valid Alaska license, or lack thereof, and a driving record release prior to doing any driving on Borough business. The Borough will annually review the driving records for all employees.

Any employee involved in a traffic accident or who receives a motor vehicle citation while driving on Borough business, whether or not in a Borough vehicle, is required to notify his or her first-line non-represented supervisor immediately.

The Borough may restrict or prohibit an employee who has been convicted of a serious moving violation or who exhibits a pattern of moving violation convictions from driving on Borough business. [Serious violations that may disqualify an employee from driving a vehicle on borough business include, but are not limited to:](#)

- [1. Driving a motor vehicle under the influence of alcohol, a controlled substance, or any drug that impairs driving ability;](#)
- [2. Refusing to submit to a test to determine alcohol concentration while driving a motor vehicle;](#)
- [3. Using a motor vehicle in the commission of a felony;](#)
- [4. Leaving the scene of an accident unlawfully;](#)
- [5. Receiving a felony revocation of driving privileges or felony or misdemeanor driver's license suspension;](#)
- [6. Negligent homicide using a motor vehicle;](#)
- [7. Driving while license is suspended;](#)
- [8. Failure to yield to emergency vehicles that are clearly marked and displaying emergency warning systems;](#)
- [9. Fleeing or attempting to flee a police officer.](#)

Any employee who drives a Borough vehicle or drives on Borough business and who accumulates six (6) or more points for violations of traffic laws within any twelve (12) month period is required to notify his or her first-line non-represented supervisor upon reaching six (6) or more points. If a citation or accident results in the suspension of the employee's license, and it is necessary for the employee to drive to perform essential functions of the job, the employee may be subject to discipline. The Borough shall make a reasonable effort to accommodate the employee by, among other things, modifying the employee's duties or by placing the employee in a vacant position in an equal or lower classification for which the employee is qualified. If a reasonable accommodation is not possible without undue detriment to the Borough's ability to provide adequate service to the public or hardship to other Borough employees, the employee may be put on leave without pay while the license is suspended.

If the employee's duties are decreased or the employee is placed in a lower classification, the employee shall be paid at the range appropriate to the lower classification or decreased duties. If an employee cannot reasonably be placed in another classification or given modified duties or otherwise reasonably accommodated, the license is suspended for more than one month and the employee has been unsuccessful in obtaining a limited license or work permit, the Borough may impose discipline up to and including termination.

#### ARTICLE 43 PAID HOLIDAYS

All regular employees of the Borough shall receive their regular compensation for the following legal holidays:

New Years Day	-	the first of January
President's Day	-	the third Monday in February
Memorial Day	-	the last Monday in May
Independence Day	-	the Fourth of July
Labor Day	-	the first Monday in September
Veteran's Day	-	the eleventh of November
Thanksgiving Day	-	the fourth Thursday in November
Day After Thanksgiving	-	the fourth Friday in November
Christmas Eve	-	½ day (4 hours) in p.m.
Christmas	-	the 25th of December
Floating Holiday	-	On February 12 all employees will be credited with a floating holiday to be scheduled with the concurrence of the department head.

Except for employees regularly scheduled for work on a shift basis, when a holiday listed above falls on Saturday, the preceding Friday shall be observed as a legal holiday, and when the legal holiday falls on Sunday, the following Monday shall be observed as a legal holiday. If a holiday falls on an employee's normal day off, he shall observe the holiday on the day before or the day after, as appropriate.

Employees will not receive holiday pay if they are on leave without pay for the whole day, either the day before or the day after the observed holiday.

An employee required to work on a holiday listed above shall be paid 2-1/2 times his normal rate for each hour worked on that day.

For regular employees regularly scheduled to work more than eight (8) hours a day, if a holiday falls on the employee's normal day off the employee may have eight (8) hours credited to his accrued leave, or subject to the department needs, may choose to take the preceding or following day off and have his accrued leave reduced by the difference between his normally scheduled hours and the eight (8) hours of holiday pay. If the holiday falls on the employee's normal work day, and the department determines that he should not work on the holiday, he may either, subject to department needs, work four (4) eight (8) hour shifts during the week of the holiday, or receive eight (8) hours holiday pay for the holiday and have his accrued leave reduced by the difference between his normally scheduled hours and eight (8) hours of holiday pay.

An employee who has taken personal leave in a week in which a holiday is observed, may choose to withdraw the leave usage deduction of his/her leave balance, if he/she is asked to work additional hours (which exceed his/her normal work schedule) in that week. For example, if Monday is observed as a holiday, and the employee takes two hours personal leave on Tuesday, he/she may withdraw the two hour leave deduction if he/she is asked to work more than two hours on Saturday. The leave usage withdrawal may not exceed the number of extra hours actually worked above and beyond the normal schedule.

Regular employees with a work week of less than 40 hours shall receive prorated holiday pay in relation to the average hours worked by the employee during the preceding two (2) pay periods.

ARTICLE 44  
PERSONAL LEAVE

Personal leave shall be defined as any leave accrued by and paid to employees by the Borough for the employees' use for vacation, sickness, or other absences from work.

Personal leave shall not be available to probationary employees [in their initial employment with the Borough. This notwithstanding, such probationary employees may be granted up to two \(2\) days personal leave by their immediate supervisor.](#) Upon acquiring regular status, employees shall earn personal leave credit retroactive to the date of employment, [less any personal days granted during the probationary period. Employees who are granted use of personal leave prior to completion of probation will be required to authorize the Borough to deduct the cost of the leave time from the total amount of accrued leave granted at the completion of probation.](#) Employees whose probation period is longer than six (6) months may use accrued leave after completing six (6) months probation.

Personal leave shall accrue in accordance with the following schedule for employees hired through December 31, 2000, ~~which shall be known as Tier I:~~

Length of Employment	Leave Allocation
0 through 2 years	2.2083 days per month
3 through 5 years	2.7083 days per month
6 through 10 years	2.9583 days per month
11 years and longer	3.4583 days per month

Personal leave shall accrue in accordance with the following schedule for employees hired after December 31, 2000, ~~which shall be known as Tier II:~~

Length of Employment	Leave Allocation
0 through 1 year	1.6249 days per month
1 through 2 years	1.8749 days per month
3 through 5 years	2.3749 days per month
6 through 10 years	2.6249 days per month
11 years and longer	3.1519 days per month

Regular employees with a regularly scheduled work week of less than [forty \(40\)](#) hours shall accrue leave on a pro-rated basis.

Unless individually excepted by the Manager upon a showing that hardship to the Borough would result, all regular full time employees shall take at least five consecutive days of personal leave each year at a time or times convenient to the employee and to the Borough. Regular part time employees shall take pro-rated personal leave at a time or times convenient to the employee and to the Borough.

No employee shall accrue any personal leave in excess of seven hundred and twenty (720) hours as of June 15<sup>th</sup> of each year. All accrued leave in excess of seven hundred twenty (720) hours on June 15<sup>th</sup> will be paid to the employee. Upon termination, the employee shall be paid for all personal leave accumulated up to the effective date of termination.

With at least ten (10) working days notice for each request, an employee may request cash in lieu of accrued leave up to four (4) times each year. Payment of such cash in lieu of leave shall be made on the following dates: March 15, June 15, September 15, and December 15. The employee must retain at least one hundred sixty (160) hours of accrued leave following cash payment in lieu of leave.

There shall be no accrual of leave during any pay period during which an employee is absent for one (1) or more days without authorization from of the Borough Manager department head.

If an employee is absent for more than two consecutive working days for an illness or an injury, the Borough may require the employee to provide a doctor's certificate indicating the disability and fitness to return to work.

## ARTICLE 45 INSURANCE

### Section A. Health Insurance Plan

#### 1. Covered Employees

(a) Plan Design: The Borough shall provide and pay the costs for group health insurance for employees and their dependents through the duration of this Agreement. The benefits shall be equal to or better than those in the Matanuska-Susitna Borough health plan in effect December 31, 2003.

(b) Part Time Employees May Elect Health Plan Insurance Coverage: Employees with a work week of at least 20 but less than 35 hours may elect to purchase Borough provided insurance coverage at a cost identified in Item 3. (b) of this section.

#### 2. Employee Contribution

Commencing January 1, 20074, each employee with a regular work week of 35 hours or more will pay \$85120 per month toward the cost of healthcare. Commencing January 1, 20058, each employee with a regular work week of 35 hours or more will pay \$400125 per month toward the cost of healthcare. Commencing January 1, 20096, each employee with a regular work week of 35 hours or more will pay \$445130 per month toward the cost of healthcare.

#### 3. Levels of Borough Funding

(a) Full Time Employees: Through the life of this contract, the Borough shall pay the costs of healthcare less the negotiated employee contribution per month for each employee with a regular work week of 35 or more hours.

(b) Employees Working At least 20 Hours A Week But Less Than 35 Hours A Week: If the employee elects to be covered, the employee shall pay \$250 per month for healthcare benefits as follows:

- ~~a. Commencing on January 1, 2004: \$200 per month~~
- ~~b. Commencing on January 1, 2005: \$225 per month~~
- ~~c. Commencing on January 1, 2006: \$250 per month~~

The hours per work week will be determined by a quarterly average of the employee's hours worked.

(c) Employees Working Less Than 20 Hours A Week: Employees whose regular work week is less than 20 hours per week will not receive health insurance benefits.

(d) The Borough is authorized to deduct from the paycheck of each employee who is covered by the health plan, the amounts set out in section 2 or 3 above as appropriate.

#### 4. Funding Process and Reconciliation.

(a) Component Costs of Health Care Insurance: The health care insurance costs include, but are not limited to, premium costs, claim costs, third party administrative fees, specific stop loss premium, and the aggregate stop loss premium.

(b) Health Insurance Plan Funding: The Borough will be responsible for funding the projected health care insurance costs each year.

#### 5. Duration/Notice

In the event that continuation as a participant in the Borough provided plan is no longer prudent and/or financially feasible, either party can give notice that it wishes to renegotiate the health care plan make-up covered by this Agreement. The parties shall then meet within thirty (30) days for the purpose of mutually determining the type of health care coverage in which the Borough will participate.

#### 6. Unpaid Leave

An employee may continue health insurance coverage at the employee's own expense during an unpaid leave of absence, except as otherwise provided in Article 30. When on an unpaid leave of absence not covered by Article 30, the employee must pay 100% of the monthly cost prior to the Borough's payroll date for premiums withholding. The cost of health insurance for the employee on unpaid leave except as otherwise provided in Article 30, will be based on the prevailing Consolidated Omnibus Budget Reconciliation Act (COBRA) cost less the two percent administration fee for the respective plan year.

#### 7. Health Benefits Evaluation Committee

The parties agree to jointly participate in a Health Benefits Evaluation Committee.

- a. The HBEC shall meet at least quarterly. Meeting arrangements and clerical support shall be the Employer's responsibility.

- b. The HBEC shall consist of six members, three appointed by the MSBEA and three appointed by the Employer.
- c. The HBEC shall have access to analyses of current plan administration, claims payment administration, benefit plan design and utilization conducted by or for the Borough. A representative of the carrier and any paid consultant shall be available to the Committee. As a minimum, the Borough will provide, through either the TPA or the Consultant, monthly reports of utilization by the Borough employees.
- d. The HBEC may, [by majority vote](#), make recommendations [for changes](#) to the Borough Manager concerning any provision of efficient, effective health care benefits including but not limited to utilization review, pre-certification requirements, cost containment measures, employee education and preferred provider arrangements.

#### Section B. Life Insurance and AD&D

The Borough shall provide life and accidental death and dismemberment insurance of fifty thousand dollars (\$50,000) for each Borough employee. The employee may at his own expense purchase additional amounts of life insurance.

#### Section C. Analysis of Health Plan Alternatives

As an alternative to the Employer provided Health Plan as described above, the Association may elect to analyze other alternatives for providing its members with health insurance programs. At any time, but not less than ninety (90) days prior to the rate change date, the Association shall notify the Employer in writing of its desire to analyze other health plan alternatives for its members in accordance with applicable law and regulations.

If the Association elects to analyze other health plan alternatives, it shall notify the Employer in writing of its intent and provide the Employer with a copy of its analysis. The Employer shall review the proposal within ninety (90) days of its submittal and meet with the Association to discuss the merits of the proposal.

### ARTICLE 46 SALARY INCREASES

#### Section A.

On the employee's first anniversary date and the designated anniversary dates thereafter, the employee shall receive a step increase in his assigned pay range if he has achieved satisfactory performance as measured by the provisions of Article 19.

#### Section B.

Salary increases shall be as follows:

Step	% of Increase	Time Period for Completion
A	0%	(Upon employment)
B	2%	End of probation
C	2%	First anniversary after end of probation or after one year at step B
D	4%	Second anniversary after end of probation or after one year at step C
E	4%	Third anniversary after end of probation or after one year at step D
F	4%	Fourth anniversary after end of probation or after one year at step E
G	4%	Fifth anniversary after end of probation or after one year at step F
H	3%	Sixth anniversary after end of probation or after one year at step G
I	2%	Seventh anniversary after end of probation or after one year at step H
J	2%	Ninth anniversary after end of probation or after two years at step I
K	2%	Eleventh anniversary after end of probation or after two years at step J
L	2%	Thirteenth anniversary after end of probation or after two years at step K
<a href="#">M</a>	<a href="#">2%</a>	<a href="#">Fifteenth anniversary after end of probation or after two years at step L*</a>

[\\* Employees who have been at step L for more than 2 years on January 1, 2007, will advance to step M on their next anniversary date.](#)

[Employees who have been at step M for two \(2\) years, will receive a 1% increase in pay on their anniversary date.](#)

### Section C.

In case of promotion (the advancement of an employee from one classification to another having a higher maximum salary limit), the employee will be placed at the step in the range of the higher position which represents not less than a 5% increase and may negotiate a higher step at which to enter.

The employee shall retain the amount of "accrued time in step" in his new classification towards advancement which had accrued in his former classification.

### Section D.

The above provisions for pay increases do not preclude the possibility of merit increases or a bonus at any time in recognition of superior and meritorious performance of duty or special accomplishments.

### Section E.

The "anniversary date" of employees first hired prior to April 1, 2005, shall [be as follows: remain as established under prior practice.](#)

[1. Employees hired between the 1<sup>st</sup> day through the 8<sup>th</sup> day of the month will have their anniversary date established on the first day of that calendar month.](#)

[2. Employees hired between the 9<sup>th</sup> calendar day through the 24<sup>th</sup> calendar day of the month will have an anniversary date of the 16th day of that calendar month.](#)

3. Employees hired between the 25<sup>th</sup> day of the month through the last day of the month will have an anniversary date of the first day of the following month.

The anniversary date ~~F~~for those employees hired on or after April 1, 2005, ~~the anniversary date for each regular employee~~ shall be the month and day on which the employee successfully completed his or her first probation after the employee's most recent hire date.

#### Section F.

On July 1, 2007~~4~~, the salary schedule shall be increased by 3~~2~~% across the board. On July 1, 2008~~5~~, the salary schedule shall be increased by 3½% across the board. ~~and On~~ July 1, 2009~~6~~, the salary schedule shall be increased by 4~~2~~% across the board.

#### Section G.

With the written approval of the Manager, employees may be given the auxiliary classification of "leadworker" and paid at the rate of 5% above their normal rate of pay. In cases where it is necessary for an employee who is not in a supervisory classification to be in charge of one or more other employees, an employee shall receive 5% premium pay for "leadworker" status only for the work periods during which the employee is assigned a supervisory role.

### ARTICLE 47 TRAVEL AND PER DIEM PAYMENTS

#### Section A.

Employees shall be reimbursed for the actual cost of reasonable food, lodging, and travel while on preapproved Borough business.

#### Section B.

Notwithstanding Section A above and upon application of an employee required to attend to Borough business under circumstances where the employee would be entitled to payment of lodging and per diem expenses, the employee's supervisor may allow a daily payment to that employee in lieu of all other lodging, meals, and per diem payments if the supervisor and employee agree that reasonable accommodations are not available in the area to which that employee has been temporarily detailed. Rate of daily compensation shall be sixty dollars (\$60.00) per day.

### ARTICLE 48 Reserved for future use.

### ARTICLE 49 COMPLETE AGREEMENT

It is hereby agreed that this Agreement contains the complete agreement between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of the Agreement except by mutual consent in writing of the parties hereto.

ARTICLE 50  
SUCCESSORS

This Agreement shall be binding upon the parties hereto, and their heirs, executors, administrators, successors, and assignees of each.

MATANUSKA-SUSITNA BOROUGH

MATANUSKA-SUSITNA BOROUGH  
EMPLOYEES ASSOCIATION

\_\_\_\_\_  
John Duffy, Borough Manager

\_\_\_\_\_  
Nancy Hereford, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Randy Jones, Negotiations Team Chair

Date: \_\_\_\_\_

