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COLLECTIVE BARGAINING AGREEMENT
between the
KETCHIKAN GATEWAY BOROUGH
and the
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 1547, AFL-CIO

THIS AGREEMENT is made and entered into by and between THE KETCHIKAN GATEWAY BOROUGH, ALASKA (hereinafter referred to as the “Employer” or the “Borough”), and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1547, AFL-CIO (hereinafter referred to as the “Union” or the “IBEW”).

PREAMBLE

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

ARTICLE 1
RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for, and this Agreement shall cover, all full-time and part-time regular employees in the job classifications set forth in Appendix A to this Agreement, excluding administrative and professional employees, confidential employees, managerial employees, and temporary employees.

1.2 In addition, subject to past practice and to positions sharing a similar community of interest, this bargaining unit shall include, and this Agreement shall cover, all full-time and part-time regular employees in new job classifications created after the effective date of this Agreement, excluding administrative and professional employees, confidential employees, managerial employees, and temporary employees.

1.3 Any claim that the Employer has wrongfully removed an employee from the bargaining unit shall be submitted to the Alaska Labor Relations Agency for determination.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 Union Recognition of Management Rights

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

2.2 Right to Subcontract Work

The Employer shall have the right to subcontract work covered by this Agreement with sixty (60) days advance notice in writing to the Union. No employees shall be laid off and their work contracted out unless such contracting action would result in a net cost savings to the Employer.

ARTICLE 3

DEFINITIONS

3.1 Anniversary Date

For the purpose of performance evaluations and salary increases, an employee's anniversary date is the date that he was hired into or promoted to a particular position. The original date of hire will determine accrued benefits and seniority.

3.2 Demotion

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

3.3 Emergency

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

3.4 Employee, Full-Time

An employee who is regularly scheduled to work forty (40) hours per week.

3.5 Employee, Limited Part-Time

An employee who is regularly scheduled to work less than nineteen (19) hours per week.

3.6 Employee, Part-Time

An employee who is regularly scheduled to work at least nineteen (19) hours but less than forty (40) hours per week. Such employees shall receive benefits on a pro-rata basis according to the number of hours worked.

3.7 Immediate Family

Immediate family of a person means anyone related to that person by blood, marriage or adoption or who lives in that person's household.

3.8 Shift, Non-Standard

A shift which starts between 3:01 p.m. and 4:59 a.m.

3.9 Shift, Standard

A shift which starts between 5:00 a.m. and 3:00 p.m.

3.10 Temporary Employees

3.10.1 Employees who are not regularly scheduled and who work when work is available, or who are hired to work a regular schedule during a specific period not to exceed six (6) consecutive months when additional work of any nature requires a temporarily augmented force, or who are hired in the event of an emergency or to relieve employees because of illness or to work during vacation periods. No regular full-time employee shall be laid off and replaced by a temporary employee.

3.10.2 A classification shall not be filled with a temporary employee for more than nine (9) months within a twelve (12) month period. Any temporary employee who is employed for one thousand forty (1,040) hours and then re-employed within thirty (30)

days thereafter shall be considered an employee covered by this Agreement upon re-employment, unless the Union agrees otherwise. In the event that the Borough hires temporary employees to fill positions covered by this Agreement, the Borough will make that information available to the Union. Due to the nature of Shift scheduling and the augmented work force needed to provide the public the best possible service, the temporary employee limitations by classification contained herein shall not apply at the pool.

3.11 Transfer

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

ARTICLE 4

HIRING, PROBATION AND TERMINATION

4.1 Hiring

4.1.1 When a vacancy occurs in a classification covered by this Agreement, the Union may be considered as a source for referring applicants. The Employer reserves the right to fill any and all vacancies with the most qualified candidate. Notices of vacancies in positions covered by this Agreement shall be posted for seven (7) calendar days on a previously designated bulletin board in advance of permanently filling the position in order to afford presently employed employees an opportunity to apply. Copies of notices will be provided to the Union's Shop Stewards and the Union Representative.

4.1.2 Whenever practicable, if qualified employees apply during the seven (7) day internal application period, they will be considered and interviewed by the appointing authority before external recruitment is begun and applications are accepted from outside Borough service.

4.1.3 In the filling of vacancies in positions covered by this Agreement, seniority shall be given full and fair consideration so long as the employee is qualified for the position.

4.2 New Hire Probationary Status

4.2.1 All new employees with the exception of temporary/part-time employees, seasonal and limited part-time employees shall be considered initially employed on a probationary basis and classified as such for a period not to exceed six (6) months of their employment.

4.2.2 An employee's probationary period shall be extended in an amount equal to the length of any leave of absence during the probationary period.

4.2.3 If retained after this probationary period in a position with reasonably similar job duties, or any extensions under paragraph 4.2.5 below, an employee shall thereafter be considered a regular employee, be classified as such and be entitled to all rights and privileges contained in this Agreement.

4.2.4 A probationary employee may be evaluated at any time or as often as necessary as determined by the employee's supervisor, during the probationary period. No evaluation is required if the employee is terminated during or before the end of the probationary period. If the employee is retained and receives regular status a performance evaluation shall be completed at the end of the probationary period.

4.2.5 The Employer may, upon written mutual agreement with the employee,

extend a probationary period up to an additional three (3) months. The Union will be notified when an employee's probationary period is extended. The employee shall be made aware of any concerns regarding the employee's performance. Upon successful completion of an extended probationary period, the employee shall thereafter be considered a regular employee and be classified as such and be entitled to all rights and privileges contained in this Agreement. The Employer may grant regular status to an employee prior to the end of the extended probationary period.

4.2.6 If a temporary or limited part-time employee is appointed to a bargaining unit position of the same classification as the employee's temporary or part-time employment, up to three (3) months of time worked within that classification as a temporary or part-time employee within the preceding twelve (12) calendar months shall apply towards completion of the probationary period and towards PTO accrual. For less than full-time work, both credit for time worked and PTO accrual shall be adjusted pro-rata.

4.3 Trial period

4.3.1 After promotion. Any employee who is promoted shall be given a reasonable period, not to exceed three (3) months, to become acquainted with the job and to demonstrate ability to fill the job satisfactorily. If during this trial period the employee demonstrates unsatisfactory ability for the job, or the employee determines the job is not satisfactory, the employee shall be returned to the employee's former job without loss of seniority.

4.3.2 After rehire. An employee who has within the last twelve (12) months successfully completed a probationary period under this contract and who is rehired shall be evaluated during a trial period. Such evaluation shall occur during the first three (3) months. An employee who has within the last twelve (12) months completed a probationary or trial period and is rehired into his former position shall not need to complete a probationary or trial period.

4.4 Discipline and Discharge

4.4.1 No regular employee shall be disciplined or discharged without just cause. The existence of just cause for discipline and discharge, if disputed, shall be subject to the grievance procedure set forth in Article 17.

4.4.2 Probationary employees may be disciplined or discharged at any time without cause and without access to the grievance procedure set forth in Article 17.

4.5 Resignation

Employees shall provide at least two (2) weeks written notice of intent to resign unless waived by the Employer.

ARTICLE 5

WORK SCHEDULE AND OVERTIME

5.1 Work Week

A work week is a fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods. The normal work schedule consists of forty (40) hours within five (5) consecutive days. With the prior consent of the employer, an employee may elect a work schedule having more than five (5) consecutive days. The work week for payroll purposes shall be from 12:01 a.m. Sunday to 12:01 a.m. the following Sunday.

5.1.1 Employees may, with the consent of the Employer and notification of the Union, voluntarily work a schedule of four (4), ten (10) hour consecutive days per week. Overtime shall be paid under such schedule for hours worked after ten (10) each day.

5.2. Workday

The normal workday or shift shall consist of eight (8) hours.

5.3 Meal Periods

5.3.1 An unpaid meal period of at least one-half ($\frac{1}{2}$) hour will be provided for every four (4) consecutive hours worked on shifts in excess of six (6) hours.

5.3.2 When an employee covered by this Agreement is required to work two (2) or more hours after his normal quitting time without notice prior to the employee's regular quitting time of the preceding day, the employee shall be furnished a meal and if a meal is chosen, not to exceed one-half ($\frac{1}{2}$) hour to eat. Employees called out for emergency work before 8:00 a.m. and required to work until 8:00 a.m. or beyond shall be furnished breakfast and if a meal is chosen, allowed time to eat not to exceed one-half ($\frac{1}{2}$) hour. In lieu of eating a meal, employees may elect to receive the one-half ($\frac{1}{2}$) hour pay.

5.4 Work Schedules

Due to the nature of the services provided by the Employer and in order to provide continuous service to the public, there must be certain variations in the working periods to properly render this service. In such cases, the employer may assign irregular but definitely assigned schedules. Such periods shall be for the purpose of covering the operational needs of the Employer. Such schedules may be assigned to an individual employee or can rotate among employees as determined by the Employer. When schedules are routinely rotated, the normal rotation period shall not be less than two (2) weeks and not more than three (3) months.

5.4.1 A list of individual employees which includes their designated workdays and hours of work shall be distributed or otherwise be made available to all employees no less than one (1) week in advance of its effective date.

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

5.4.3 Shift changes shall be made with one (1) week advance notice.

5.4.4 Under any situation deemed an emergency by the Employer, work schedules may be changed as required.

5.4.5 An employee may exchange a scheduled day off for another day if any other affected employees agree and the employee has obtained the prior written approval of his supervisor.

5.5 Overtime

All time worked during the normal work day and week shall be compensated for at the straight-time rate of pay. All time worked in excess of forty (40) hours during any one (1) week or eight (8) hours during any one (1) day shall be considered overtime, unless Section 5.1.1 applies. All overtime must be authorized by the Employer and shall be paid at the rate of one and one-half (1½) times the employee's straight-time hourly rate of pay.

5.5.1 Any overtime work shall be divided as equally as possible among the employees of the same job classification consistent with operational needs and employee availability.

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

5.5.3 The Employer may schedule overtime work to start before the beginning of the regular workday, provided that all employees concerned shall be notified no later than their normal quitting time on the preceding day. Employees so scheduled shall be paid at the time and one-half (1½) rate for such work.

5.5.4 Except in case of emergency, employees shall be notified by their normal quitting time of the preceding day of any scheduled overtime work. The employees shall bring and furnish their own meals to be eaten in accordance with Article 5.3.1 of this Agreement.

ARTICLE 6 COMPENSATION

6.1 Cost of Living Adjustment

Employees covered by this Agreement shall receive a Cost of Living Adjustment (COLA) of 1.5% on July 1, 2014, July 1, 2015 and July 1, 2016.

In the event the Borough Assembly grants non-represented employees a COLA in excess of 1.5% in any fiscal year corresponding to the dates above, employees covered by this Agreement shall receive the difference on the effective date established by the Assembly.

6.2 Step Placement

6.2.1 Probationary employees placed at Step A of the schedule shall move to Step B upon completion of their probationary period.

6.2.2 An employee who is promoted to a higher paid position shall be placed on Step A on the schedule at the rate for that position, or at a Step for the new position which is equal to or greater than the employee's previous pay rate plus three percent (3.0%), whichever is greater.

6.2.3 Except as provided otherwise in this Article, employees shall advance on the schedule effective upon completion of each year of service but no sooner than their anniversary date of employment.

6.3 Call Back

An employee called back or scheduled to work after the completion of the employee's regular workday shall receive a minimum of two (2) hours of pay at the time and one-half (1½) rate.

6.4 Call In

Any employee called to work before his regular shift starting time shall be paid at the employee's specific overtime rate as identified in Article 5.6 for actual hours worked prior to the start of his regular shift. An employee's regular shift is the schedule published in accordance with 5.4.1 and 5.4.3.

6.5 Work Above Classification

An employee who is assigned to perform work in a higher classification for more than four (4) hours shall receive an eight percent (8%) increase for all hours worked in the higher classification. This assignment must be in writing, specifying the duration of the work and signed by the employee's supervisor. Assignment of an employee to a higher rated classification without an increase in pay shall be limited to bona fide training situations.

6.6 Work Below Classification

When, at the direction of the Borough, an employee performs work in a lower classification, the employee shall be compensated at his regular rate of pay.

6.7 Work on Seventh Consecutive Day

An employee who is required to work on the seventh (7th) consecutive day shall be compensated at two (2) times the employee's regular rate of pay.

6.8 Shift Differential

Employees shall be paid a shift differential of seventy-five cents (\$0.75) per hour in addition to their regular hourly rate for all hours worked before 8:00 am and after 5:00 pm. An employee shall be paid shift differential only for hours actually worked. Shift differential shall not be paid for holidays not worked or for PTO.

6.9 Swim Instructor Premium

When an employee in a lifeguard position provides swimming instruction, the employee shall receive a differential equal to seventy-five (\$0.75) per hour for actual hours instructing in addition to their regular hourly rate. Actual hours instructing shall be designated in writing by the employee's supervisor on the swim lesson schedule.

6.10 Operator I/Operator II Upgrade

The following shall apply to an Operator I who is completing the Operator II requirements:

- A. Two steps on the then current wage schedule shall be granted upon first obtaining 1,000 hours in any one of the four disciplines.
- B. Two steps on the then current wage schedule shall be granted upon the first attempt to take ADEC test in any one of the four disciplines.
- C. Upon notification from ADEC that an employee has obtained certification in any one of the four disciplines, the employee shall be promoted to Operator II at Step A, or a rate that is at least 3% above the employee's current rate of pay.

ARTICLE 7

HOLIDAYS

7.1 The following guaranteed paid holidays shall be recognized under this Agreement:

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

When any of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed. Shift employees shall observe the holiday date as the holiday.

7.2 Floating Holidays

7.2.1 All regular full-time employees who have completed their probationary period shall receive one (1) floating holiday to be taken at a time approved by the employee's immediate supervisor in writing.

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

7.3 Holidays During the Scheduled Work Week

If a holiday falls during a regular full-time employee's scheduled work week, the employee shall receive time off without loss of pay.

7.3.1 Holiday - Four (4) day workweek employees. All bargaining unit employees covered by this Agreement who are scheduled to work a four (4) day, forty (40) hour workweek, shall automatically revert to a five (5) day, forty (40) hour workweek, during any week in which a holiday listed in Article 7.1 is scheduled. Such employees shall work the holiday only if explicitly assigned to do so by the appropriate supervisor.

7.4 Pay for Work on a Holiday

Work performed on holidays shall be paid for at the rate of time and one-half (1½) in addition to the regular day's pay. Insofar as practical, assignment of holiday work will be on a seniority

basis in the same job classification.

7.4.1 Holiday pay – Four-(4) day workweek employees. If an employee who normally works a four (4) day workweek is explicitly assigned by the appropriate supervisor to work on a holiday, then the provisions of Article 7.4 of this Agreement shall apply. If an employee who normally works a four (4) day workweek is not explicitly assigned by the appropriate supervisor to work on a holiday, then the provisions of Article 7.3 of this Agreement shall apply.

7.5 Holidays during PTO

When a holiday falls on a regular work day during an employee's paid time off, that holiday shall not be counted against accrued paid time off.

7.6 Except for absence for paid time off, an employee must have worked the last regularly scheduled day prior to the holiday and the first regularly scheduled day following the holiday to be eligible for holiday pay.

ARTICLE 8

PAID TIME OFF

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

8.2 Accrual of PTO

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

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

8.3 PTO use during probation

PTO may be taken during an initial probationary period only for the purpose of sickness or immediate family emergency, provided the employee has accrued such time.

8.4 Computation of PTO pay

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

8.5 Transfer of Earned PTO

Employees may, at their sole discretion, and with the approval of the Borough Manager, volunteer to transfer earned PTO to another Borough employee. All transfers of such time must be in writing, signed by the employee wishing to make the transfer, and presented to the administrative services department. All transferred hours will be computed as a cash value transfer in such a way as to be revenue neutral to the Employer.

8.6 PTO Requests

Except for illness or an emergency, a PTO request must be made in advance in writing and approved or denied by the employee's supervisor or department director within fourteen (14)

days of receipt. PTO will, so far as possible consistent with the best interest of the Borough, be granted at times most desired by the employee. An employee's department director may change or cancel previously approved PTO whenever necessary to meet the operating needs of the department. The Borough shall reimburse the employee for non-refundable tickets purchased and associated mandatory penalties charged for PTO that has been canceled by the Employer.

8.7 PTO for Illness/Disability

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

8.8 Proof of Illness/Disability

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

8.9 Medical Appointments

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

8.10 Limit on Accumulating PTO

An employee may not accumulate more than seven hundred twenty (720) hours of accrued PTO credits as of the end of any calendar year without the prior written approval of the borough manager. Employees who have accrued more than seven hundred twenty-(720) hours shall be paid for unused PTO at the rate of one hundred percent (100%) of the value of the PTO in excess of the seven hundred twenty (720) hours, provided a minimum of eighty (80) hours of PTO has been requested as vacation during that calendar year. If less than eighty (80) hours is requested, sufficient hours shall be deducted without compensation to total the eighty (80) hours, before any payment for PTO in excess of seven hundred twenty (720) hours is made.

8.11 Payment upon Termination

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

8.12 Workers' Compensation

In the event of a disability which is covered by Workers' Compensation, the employee may elect to utilize his accrued PTO up to the maximum accrual to supplement his Workers' Compensation payments. Such PTO and Workers' Compensation payments combined shall not exceed the employee's usual net income per pay period. Employees injured on the job and eligible to receive Workers' Compensation shall suffer no loss of pay for the day of the injury.

8.13 Compensation When Unable to Return to Work

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

8.14 State Family and Medical Leave

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

8.15 Federal Family and Medical Leave

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

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

ARTICLE 9

SENIORITY AND LAYOFF

9.1 Seniority

9.1.1 Seniority as used herein shall mean the length of continuous employment by the Employer within job classifications covered by this Agreement. Employees shall not accumulate seniority during the period of probationary employment. After employees have completed the probationary period, seniority shall be dated from the date of hire as a probationary employee.

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

- A. Is laid off for a period of more than twelve (12) consecutive months;
- B. Resigns from employment with the Employer, and is not rehired by the employer in the same job classification within two (2) weeks;
- C. Is temporarily laid off and fails to return to work within ten (10) days after written notice requesting the individual to return to work is delivered by certified mail to the individual's last known address or to the individual personally, and fails to notify the Employer of an intention to return to work within forty-eight (48) hours after having received such notification; or
- D. Is discharged for just cause.

9.1.3 In the selection of shifts and vacations, seniority shall prevail insofar as practical in the best interest of the Borough.

9.2 Layoffs

9.2.1 Any layoffs shall be made in the inverse order of the seniority of the employees within the same classification and department, provided ability and qualifications are considered equal by the Employer. The Employer's decision, if disputed, shall be subject to the grievance procedure contained herein.

9.2.2 If an employee is laid off, such employee shall be given preference for available job openings in the Borough for which he is qualified. If there are no available jobs and a layoff is imminent, the laid off employee shall receive one (1) week's severance pay per year of service up to a maximum of twelve (12) weeks.

9.2.3 If any regular employee covered by this Agreement is laid off, the Employer shall give the affected employee notice in writing two (2) weeks in advance, or, in lieu of such notice, two (2) weeks' pay at the employee's regular rate of pay at the time of such layoff, or a combination of notice and pay which totals two (2) weeks.

9.2.4 Regular employees who work a yearly schedule of ten (10) months or less and whose schedule includes a layoff period of two (2) months or more, may use any accrued PTO during the layoff period. The Borough shall continue medical insurance premiums during the layoff months so long as the employee is in pay status.

9.2.5 Except as otherwise provided by law, Employees on layoff shall not accrue or be eligible for fringe benefits or other compensation.

ARTICLE 10

LEAVES OF ABSENCE

10.1 Leave Without Pay (“LWOP”)

All leaves of absence without pay are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request shall be given by the Employer within fifteen (15) days except in the case of an emergency. Leaves of absence without pay may be granted for periods of up to one hundred eighty (180) calendar days without loss of accrued benefits.

10.1 Except as otherwise provided by law (such as FMLA), employees on leave of absence without pay shall not accrue or be eligible for fringe benefits or other compensation.

10.2 Funeral Leave

Up to five (5) days of funeral leave (up to ten (10) days if the funeral is outside of Southeastern Alaska) will be granted to a regular employee to be charged to accrued PTO. In the event the employee’s accrued PTO bank is exhausted, the employee shall be granted leave without pay (LWOP). If a death occurs to an employee’s parent, child, sibling or spouse, the first five (5) working days of such leave shall be paid by the Employer without affect on the employee’s PTO.

10.3 Military Leave

Military leave shall be granted consistent with federal and state law requirements.

10.4 LWOP to Work for Union Service

Any employee who is selected or appointed by the Union to a position of responsibility in the Union may be granted a leave of absence without pay by the Borough Manager, or designee, (including accrual of other benefits) for a period not to exceed six (6) months.

ARTICLE 11

JURY DUTY

11.1 Pay During Jury Duty

Employees who are called to serve on jury duty, or who are subpoenaed to testify in court, on a matter related to their employment or volunteer activities on behalf of the Borough, shall not suffer a loss in pay due to such service. An employee who is subpoenaed or who is assigned jury service shall notify the employer in advance where possible. The employee shall notify the employer promptly each day upon release from jury duty or testimony. The employer shall adjust the employee's schedule to accommodate such service so that the employee is not required to spend in excess of ten (10) hours per twenty-four (24) hour period in a combination of jury service, testifying and working.

11.2 Subpoenas Not Related to Borough Service

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

ARTICLE 12

TRAINING

12.1 Required Certifications, Permits or Licenses

Training required by the Employer will be provided at the Employer's expense. Any certifications, permits or licenses required of the employee shall be renewed and maintained at the Borough's expense. The employee shall be responsible to ensure that all required certifications, permits or licenses remain current.

12.2 Employee Requested Training

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

12.3 Travel and Training Policy

The Borough's Travel and Training Policy and its procedures shall apply to all employees covered by this Agreement.

ARTICLE 13

MEDICAL BENEFITS

13.1 Premiums

The Employer shall pay the cost of the health insurance premiums to the Alaska Electrical Health and Welfare Fund ("AEH & WF") on behalf of all eligible employees covered by this Agreement except as follows:

13.1.1 If, during the term of this Agreement, non-represented employees are required to contribute to the cost of their health insurance via payroll deductions, employees covered by this Agreement shall also contribute the equal amount to the cost of their health insurance premiums through payroll deductions, up to a maximum of \$25.00 per month.

13.2 Prescription Eyeglasses Broken On the Job

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

13.3 Physical Examination

The Employer shall, upon request, reimburse regular full-time employees for the cost of no more than one (1) complete physical examination per year, provided that the claim must first be processed through the insurance carrier. The Employer will reimburse no more than seventy-five dollars (\$75.00) of the amount not paid by the carrier.

ARTICLE 14

RETIREMENT PLAN

14.1 Employer's Contribution.

The Employer shall continue making contributions to the Alaska Electrical Pension Trust ("AEPT") retirement plan on behalf of regular employees covered by this Agreement. For the purpose of computing the Employer's contribution, compensable hours shall include overtime hours, vacation, holiday hours, PTO, jury duty and funeral leave for which the employee receives compensation except when those benefits are paid on termination of employment. The Employer's contribution rate shall be three dollars (\$3.00) per hour until April 1, 2015, after which the Employer's contribution shall increase to \$3.25 per hour..

14.2 Movement of Money

For the duration of this agreement, the bargaining unit shall be allowed the movement of monies, once (i.e. wages to benefits or benefits to benefits) so long as the following criteria are met:

1. Any allocation will not be more than fifty percent (50%) of the applicable wage increase;
2. The negotiated package does not change;
3. A majority of employees within the same wage category agree to do so;
4. Categories to be determined after any wage increases.
Example: Category I \$9.05 - \$11.31
 Category II \$11.32 - \$13.72
 Category III \$13.73 -
5. The base hourly contribution rate to the defined benefit pension plan does not go below \$2.50 per hour;
6. The trustees of the respective plans approve all proposed changes.

ARTICLE 15

LABOR-MANAGEMENT COMMITTEE

Upon written request by either party, a Labor-Management Committee, consisting of up to four (4) representatives from Borough management and up to four (4) representatives from the Union, shall meet to discuss issues arising out of this Agreement, or other such topic as the parties may agree to discuss. Meetings shall occur no more often than quarterly. Meetings shall occur at mutually agreed to locations and times. The Committee will not have the authority to alter the meaning or cost application of the collective bargaining agreement nor will it act as a grievance committee once a grievance has been filed.

ARTICLE 16

NO STRIKE - NO LOCKOUT

This Agreement is a guarantee by both parties that there will be neither strikes nor lockouts during the life of this Agreement or any mutually agreed upon extension thereof. The Union and employees further agree that they will not sanction, aid or abet, encourage or continue any work stoppages, strike, picketing, sick-outs, slowdowns, hand-billing or other disruptive activity during the life of the Agreement, and shall undertake all reasonable means to prevent or terminate any such activity.

ARTICLE 17

GRIEVANCE PROCEDURE

17.1 Definition

A grievance is defined as an alleged breach of this Agreement.

17.2 Time Limits and Notifications

17.2.1 All grievances must be brought to the attention of the Employer at Step One not later than ten (10) calendar days after the employee knew or should have known about the grievance. Timelines for responding to or advancing a grievance shall begin upon the date the previous response or filing was received.

17.2.2 Time limits may only be extended by mutual written consent of the Borough Manager, or designee, and the Union.

17.2.3 Written notices and documents submitted pursuant to or required by this Article shall be sent by certified mail. A grievance response or filing shall be considered timely if postmarked by the due date, except that grievance filings or responses may be hand delivered to the appropriate party.

17.2.4 If an employee or the Union fails to process a grievance at any step within the time limits set forth above and the procedure is not waived by mutual written agreement, that grievance shall be deemed waived and such failure shall constitute a bar to any future actions thereon. If the Employer fails to answer a grievance at any step within the time limits set forth above and the procedure is not waived by mutual written agreement, the grievance shall proceed to the next step in the procedure.

17.3 Grievance Steps

17.3.1 Step One -- Immediate Supervisor

The parties agree that grievances should be resolved, if possible, quickly, informally and at the lowest level of supervision. Any employee with a grievance shall first discuss it with the employee's immediate supervisor, within ten (10) days after the employee knew or should have known of the grievance, and attempt to resolve it informally. The employee may be accompanied by his Shop Steward. It will be the sole responsibility of the employee to notify the Shop Steward for this purpose.

17.3.2 Step Two -- Department Head

The Union or the employee shall set forth the grievance in writing on, and in accordance with, a form identical to that attached hereto as Appendix C and submit

such written grievance to the employee's department head for receipt within ten (10) days after the immediate supervisor's determination at Step One or not later than thirty (30) days after the employee first discussed it with their immediate supervisor at Step One. The written grievance, on the form required, shall contain a description of the alleged problem, the section of the Agreement involved, the date it occurred, and the corrective action desired. After receipt of the written grievance, the department head will schedule a meeting between the department head, Union Representative and the employee at a mutually agreeable time within ten (10) calendar days after the grievance is received, and the department head shall respond in writing within ten (10) calendar days of the meeting.

17.3.3 Step Three -- Borough Manager.

If not satisfied with the Step Two reply, the Union may within ten (10) calendar days of receipt of the reply present the written grievance to the Borough Manager or designee who shall schedule a meeting with the Union at a mutually agreeable time and place within ten (10) calendar days after presentation for the purpose of resolving the grievance. The Borough Manager or designee shall respond in writing to the grievance within ten (10) calendar days after the Step Three meeting.

17.3.4 Step Four -- Arbitration.

- A. If not settled, the Union may submit the grievance in writing to final and binding arbitration within fifteen (15) calendar days following receipt of the Step Three response.

- B. Within seven (7) calendar days of the written notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator, the Union shall within seven (7) calendar days after failure to agree and no later than fourteen (14) calendar days following the Employer's receipt of the notice of appeal to arbitration, request the Federal Mediation & Conciliation Service ("FMCS") to supply a list of thirteen (13) qualified arbitrators from Washington, Oregon, California, or Alaska.

- C. The parties shall strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike the first name shall be determined by coin toss. The arbitrator shall be notified immediately of their selection and shall be requested to provide dates for a hearing as soon as possible. The arbitrator's award shall be final and binding, subject to the limits of authority stated below.

17.4 Arbitrator's Authority

The arbitrator's function is to interpret the Agreement. The arbitrator shall consider only the

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

17.5 Arbitration of Procedural Disputes

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

17.6 Employee Representatives

Employee Representatives shall be granted paid time off (employee representative time) to investigate and prosecute grievances. Such time off shall not be charged to the Employee Representative's PTO and shall not be reimbursed by the IBEW. Such time off shall be limited to a maximum of four (4) hours per any one (1) month and may only be denied in the event of an emergency. If time off is denied due to an emergency, the Borough shall extend the time limits of grievances in progress during this period for one (1) day for each day during which employee representative time was denied.

ARTICLE 18

UNION REPRESENTATION

18.1 Union Representatives

The Union's Business Agent shall appoint no more than two (2) Shop Stewards and shall notify the Employer as to their names and specific duties. No other employee or member of the Union, outside of the Business Manager, Assistant Business Manager, Business Representative or its appointed Stewards shall represent the Union.

18.2 Union Access to Borough Property

Shop Stewards shall perform work for the Employer to the same extent as other employees. After giving written notice or having made an appointment with the department director, authorized Union representatives shall be allowed admission to any shop or job at any reasonable time for the purpose of investigating conditions existing on the job. Such authorized representatives shall confine their activities during such investigation to matters relating to this Agreement, and shall not interfere with the work of employees or the Employer's operation.

18.3 Union Use of Bulletin Boards

The Union shall have bulletin boards designated by the Employer for the posting of Union information.

18.4 Monthly Trust Report

18.4.1 Employer will provide the Union with a monthly report containing the following information about employees covered by this Agreement: name and date of hire of new employees hired each month, Union dues or service charges deducted and classifications. The method and format of reporting shall be determined by the Employer.

18.4.2 As a condition of receiving the foregoing information, the Union will treat it as confidential and limit its dissemination to official Union representatives.

18.5 The Employer and Union agree that the terms and conditions of this Agreement shall be binding on any and all successors and assigns of the Borough, whether by sale, transfer, merger, acquisition, consolidation or otherwise. The Employer shall require any purchaser, transferee, lessee, assignee, receiver or trustee of any operations covered by this Agreement to expressly accept, in writing, all terms and conditions of such Agreement. A copy of such written acceptance shall be provided to the Union at least thirty (30) days prior to the effective date of any sale, transfer, merger, acquisition or consolidation as described above.

ARTICLE 19 UNION SECURITY

19.1 Agency Shop

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

19.2 Voluntary Dues Deductions

During the term of this Agreement, the Employer shall deduct from the wages of employees covered by this Agreement and pay monthly to the proper officers of the Union the membership dues or equivalent service charge for those employees who individually and voluntarily authorize such deductions in writing by signing the authorization form (Appendix B), copies of which shall be provided by the Employer. The Employer will not be held liable for deduction errors but will make proper adjustments with the Union for errors as soon as is practicable. The Union will hold the Employer harmless for any action taken at the written direction of the Union pertaining to this Article.

19.3 PAC Deduction

During the term of this Agreement, the Employer shall deduct seven dollars (\$7.00) per pay period from the wages of employees covered by this Agreement and pay monthly to a person or entity designated by the Union as voluntary contributions to the Union's Political Action Committee Fund for those employees who individually and voluntarily authorize such deductions in writing by signing and giving to the Employer the standard deduction authorization form provided by the Union. The deduction authorization may be revoked by the employee at any time. Both the Union and the employee agree to indemnify and hold the Employer harmless from any and all claims, demands, suits or other actions or liability that may arise out of or exist as a result of making these deductions or contributions.

19.4 IBEW Hardship and Benevolent Fund

Since a majority of Bargaining Unit Employees working under the Ketchikan Gateway Borough Collective Bargaining Agreement have elected to participate in the IBEW Hardship and Benevolent Fund, the Employer shall, beginning the first pay period following notice of the election, deduct and forward to the IHBF five cents (\$0.05) per compensable hour of each bargaining unit employee. Such funds shall be forwarded in the same manner and form as other contributions are submitted by the Employer.

ARTICLE 20 EMPLOYMENT PRACTICES

20.1 Personnel Files

Employees shall have access to the official confidential personnel files that relate to them. A supervisor may maintain a working file, but it is recognized that a working file is not the official personnel record. Access to these files by other than the Borough Manager, Assistant Borough Manager, Human Resources Director, legal counsel, an employee's immediate supervisor/department head, and appropriate confidential administrative staff shall not be allowed without prior approval of the Borough Manager or his designee.

20.1.1 The Borough will provide a copy to the employee promptly when material related to job performance or discipline is placed in the personnel file.

20.1.2 An employee may respond in writing to adverse material placed in the personnel file. The employee must give such rebuttal material to the employee's supervisor within ten (10) working days after the employee received the adverse material. It shall be attached to the material in the personnel file which it is intended to rebut.

20.2 Medical Records

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

20.3 Occupational Injury

In case of occupational injury, the employee's position or a comparable position shall be held for up to twelve (12) months or until it has been medically determined that the employee will be unable to return to that job, whichever occurs first, and the employee shall not lose accrued seniority during this period.

20.4 Personal Tools

20.4.1 Employees shall provide an inventory of all personal tools being used at work not later than thirty (30) calendar days after the signing of this Agreement to their supervisor. The supervisor will determine which personal tools may continue to be used for work purposes and which ones will not. Any personal tools removed from the work site, but still needed in order to perform the work, shall be provided by the Employer.

20.4.2 Personal tools which are worn out, destroyed or broken while being used by an Employee in the performance of their work will be replaced by the Employer with tools of equal quality, so long as such tool was authorized to be used for the performance of the employee's work. Employees will normally be required to provide proof of loss and present the broken or worn tool to the Employer prior to receiving a replacement. The Employer will also replace such tools when stolen from a Borough

work site if evidence of forcible entry or other physical evidence of theft is presented and the employee has filed a complaint with the police department.

20.5 Lockers for Clothes and Tools

The Employer shall furnish lockers for employees.

20.6 Clothing Allowance

The Employer shall also furnish the cost of required swimming attire, overalls, rain gear, boots or other protective clothing for regular full-time employees, not to exceed three hundred (\$300.00) per fiscal year per employee.

20.7 Inclement Weather

Employees who report for work on a scheduled workday and who, because of inclement weather or comparable reasons, are unable to discharge their usual duties, will be paid for such day at the applicable rate; provided, however, that such employees may be assigned to other work or participate in training and instruction pertinent to their employment, including first aid and safety training.

20.8 Safe Working Practices and Conditions

The Employer and the employees shall be responsible for working in a safe and proper manner and shall be responsible for carrying out safety practices. Any employee who is aware of an unsafe working condition or practice shall immediately notify his supervisor in writing of same. All first aid kits shall be kept properly supplied and in clean and good condition. Hand tools shall be kept in good repair. The Employer is committed to providing safe workplace practices and environments in compliance with OSHA regulations. Safety meetings and required safety inspections shall continue on a regular basis.

20.9 Vehicle Use

The Borough shall provide the necessary vehicles required by the Employer for employees to use in the scope of their employment. Employees who are required or permitted by the Employer to use their personal vehicles on a regular and continuing basis shall be reimbursed based on the I.R.S. mileage rate.

20.9.1 If the Employer requires the employee to use a personal vehicle for Borough business, the employee shall be reimbursed for the incremental cost of vehicle liability insurance incurred as a result of use of one (1) personal vehicle per employee for Borough business. The employee shall obtain insurance for business use and provide proof of insurance to the Borough prior to utilizing his vehicle for Borough business. Reimbursement will be made to the employee within fifteen (15) calendar days of submitting proof of the incremental cost incurred.

20.10 Borough Employment Shall Have Priority Over Other Employment

An employee may engage in occupations or outside employment as long as the employee receives prior written approval from the Borough Manager, or designee, and such outside employment does not interfere with the employee's job duties.

20.11 Paydays and Time Cards

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

20.11.2 Each paycheck shall be accompanied by a statement showing the number of hours worked at straight-time, the number of hours worked at overtime, deductions and employer contributions, on behalf of the employee, to the Alaska Electric Pension Trust ("AEPT"). All employee payroll deductions, including but not limited to, pension, health and welfare, union dues, PAC contributions, IHBF contributions, etc. shall be individually itemized in a clear and concise manner. Annual statements shall be furnished to each employee showing gross earnings, total deductions made, and PTO accumulated.

20.11.3 No unauthorized deductions or accrued earnings shall be withheld from an employee's earnings. Federal Credit Union payroll deductions will be made upon written request by the affected employee.

20.11.4 Changes on time cards that involve an employee's rate of pay or hours worked shall be brought to the attention of the employee involved. Copies of an employee's time card shall be made available for inspection if requested by the employee.

20.12 Job Descriptions

Each position covered by this Agreement will have a job description.

20.12.1 The Employer at its own initiative may review all job descriptions. Employees may request review once every 24 months based on the date of the employee's last request.

20.12.2 An employee whose job description has been changed shall receive a copy of the amended job description and a copy of the amended job description will be forwarded to the Union. If the employee or the Union has objections to the job description changes, the employee may submit those objections to the Human Resources Manager, or designee, within fourteen (14) calendar days of receipt of his amended job description. The Human Resources Manager, the Union Representative and the Employee will then meet to discuss objections to the new job description and determine whether a pay grade adjustment is warranted.

20.12.3 No regular employee shall be terminated because of changes to the employee's job description during the life of this Agreement which are within the sole discretion of the Employer.

20.12.3.1 In the event a regular employee is terminated because the employee is unable to perform the new job duties or is no longer qualified for the job classification, the employee shall be laid off for a period up to one (1) year.

20.12.3.2 If a vacancy occurs in the job classification from which the employee was laid off during the one (1) year period, and the employee is able to perform the changed job duties or has become qualified for the job, the laid off employee shall be given the first opportunity to accept the vacant position. If more than one employee is laid off under this Section the opportunity to return to work shall be based on seniority. If the employee refuses to accept the vacant position, the employee's laid off status shall terminate.

20.12.4 If the Employer establishes a new job classification, the Employer shall first discuss the matter of proposed rate of pay with the Union prior to filling the new job. If the Union and the Employer cannot agree upon the appropriate pay rate, the issue may be submitted to Step III of the grievance procedure if a grievance is filed by the Union. Should the Union fail to file a grievance within ten (10) days after written notification by the Employer of its final decision, it shall be deemed to have agreed to the pay rate assigned to the new job classification.

20.13 Drug and Substance Abuse Policy

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

20.14 Drug Testing

20.14.1 Employees who are required by law to be tested for drugs are subject to drug testing under the following circumstances: pre-employment, post-accident, random, reasonable suspicion, return to duty, and follow-up testing. All Employees in positions covered by this Agreement may be subject to pre-employment reasonable suspicion and post-accident, or any other required testing by state or federal law or agreed to between the parties.

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

ARTICLE 21

NONDISCRIMINATION

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

ARTICLE 22

GENERAL PROVISIONS

22.1 Supersession/Cancellation

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

22.2 Employer Compensation Prerogative

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

22.3 Bargaining Waiver

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

22.4 Separability

Should any Article, Section or provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted statute, ordinance or other law, or by the decree of judgment of any court of competent jurisdiction, the invalidation of such Article, Section or provision will not affect the remaining portions hereof and such other parts and provisions will remain in full force and effect. Upon the invalidation of any Article, Section or provision hereof, the parties will meet and negotiate the parts and provisions concerned within thirty (30) days from the date the fact of such invalidation is communicated to them; provided, however, that the parties may mutually agree to extend the time for such negotiations.

22.5 Contact Information

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

Borough: Manager
Ketchikan Gateway Borough
1900 First Avenue, Suite 210
Ketchikan, AK 99901
telephone: (907) 228-6625
facsimile: (907) 228-6684

IBEW: Assistant Business Manager
IBEW (International Brotherhood of Electrical Workers)
317A Stedman Street
Ketchikan, AK 99901
telephone: (907) 225-1547
facsimile: (907) 225-3924

22.6 Scope of Agreement

This Agreement shall cover and apply to all work performed for the Borough by bargaining unit employees performing work in classifications set forth anywhere in this agreement.

22.7 Interpretation of Number, Gender and Tense

Unless the content of this Agreement clearly requires a different interpretation or construction: all references to the singular shall also include the plural and vice versa; words of the masculine gender shall include the feminine and the neuter and vice versa; and words in the present tense shall include the past and future tenses and vice versa.

22.8 References to Borough Code

Unless explicitly stated to the contrary, all references to the Borough Code are for information only and are not intended to incorporate sections of the Borough Code as part of this Agreement. Notwithstanding the foregoing, Section 30.10.011 of the Ketchikan Gateway Borough Code shall apply to this Agreement and is incorporated herein.

ARTICLE 23

TERM OF AGREEMENT

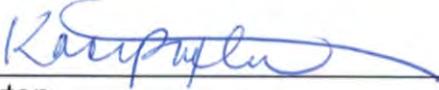
The term of this Agreement shall be from April 1, 2014 through March 31, 2017, and shall continue in full force and effect from year to year thereafter unless notice of desire to amend this Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of a date stated in such notice to terminate, and the date of termination shall be at least ten (10) days subsequent to the giving of such notice to terminate.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 31st day of March, 2014.

FOR THE KETCHIKAN GATEWAY BOROUGH

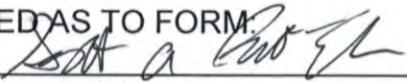


Dan Bockhorst
Borough Manager

ATTEST: 

Kacie Paxton
Borough Clerk

APPROVED AS TO FORM:



Scott A. Brandt-Erichsen
Borough Attorney

FOR THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1547

By: _____
Michael S. Hodsdon, Business Manager

By: _____
Jay Rhodes, Assistant Business Manager

By: _____
Thomas Konen, Negotiating Committee

By: _____
Eryn Brooks, Negotiating Committee

APPENDIX A
SCHEDULE OF PAY CLASSIFICATIONS
and
PAY SCALE

Position	Grade
Monitor	1
Receptionist	1
Custodian	1
Lifeguard	2
Operator I	2
Parks Tech I	3
Parks Tech. II	4
Maintenance Tech I	4
Operator II	4
Rec. Programmer	5
Maintenance Tech II	5

Steps	Grade				
	1	2	3	4	5
New Hire A	13.94	14.36	16.18	17.26	19.79
End of Probation B	14.18	14.61	16.46	17.56	20.14
C	14.43	14.87	16.75	17.86	20.49
D	14.68	15.13	17.04	18.18	20.85
E	14.94	15.39	17.34	18.49	21.21
F	15.20	15.66	17.65	18.82	21.59
G	15.47	15.94	17.95	19.15	21.96
H	15.74	16.22	18.27	19.48	22.35
I	16.02	16.50	18.59	19.82	22.74
J	16.30	16.79	18.91	20.17	23.14
K	16.58	17.08	19.24	20.52	23.54
L	16.87	17.38	19.58	20.88	23.95
M	17.17	17.69	19.92	21.25	24.37
N	17.47	18.00	20.27	21.62	24.80
O	17.77	18.31	20.63	22.00	25.23
P	18.08	18.63	20.99	22.38	25.68
Q	18.40	18.96	21.36	22.78	26.12
R	18.72	19.29	21.73	23.17	26.58
S	19.05	19.63	22.11	23.58	27.05
T	19.38	19.97	22.50	23.99	27.52
U	19.72	20.32	22.89	24.41	28.00
V	20.07	20.67	23.29	24.84	28.49

Appendix B

Authorization For Payroll Deduction of Union Dues

IBEW, Local 1547

In accordance with the provisions of the agreement in effect between the Ketchikan Gateway Borough and IBEW, Local 1547, irrespective of my membership in the Union, I hereby voluntarily authorize and direct the Borough to deduct from my wages, when payable, and remit to said Union, the monthly dues or agency fees as stated in the IBEW Constitution and Local Union Bylaws, as specified below, and applicable percentage dues or equivalency fees of my gross wage, as required of its members under Article X, Section 6(a) of the current Local Union Bylaws. Monthly union dues or equivalency fees deductions are to be made on the first pay day of the month and working dues or equivalency fees deductions will be made from my wages every pay day.

This authorization shall not be revocable for a period of one (1) year or beyond the termination of this agreement, whichever occurs sooner. Any revocation shall be in writing to me by the Human Resources Director of the Ketchikan Gateway Borough and the Financial Secretary of said Local Union.

Please deduct MONTHLY DUES from my paycheck _____.

Membership Type: _____A _____BA _____Apprentice

Signed: _____

Print Name: _____

SSN: _____

Company Name: Ketchikan Gateway Borough

Date: _____

APPENDIX C

**KETCHIKAN GATEWAY BOROUGH – IBEW
GRIEVANCE FORM**

1. Name of Grievant _____
2. Social Security No.: _____
3. Mailing Address: _____

4. Job Title: _____
5. Work Location: _____
6. Department: _____
7. Name of supervisor: _____
8. Date grievance occurred: _____
9. Step I meeting with supervisor on _____ (date)
10. For each contract provision which allegedly was violated (Section 17.2):
 - 10.1 Which contract section was violated? _____
 - 10.2 When was it violated? _____ (date).
 - 10.3 Who violated it? _____
 - 10.4 How was it violated? _____

 - 10.5 Provide clear statement of issue involved (Section 17.3): _____

11. If more than one contract provision allegedly was violated (Section 17.2):
 - 11.1 What was the second contract section violated?` _____
 - 11.2 When was it violated? _____ (date)
 - 11.3 Who violated it? _____
 - 11.4 How was it violated? _____

11.5 Provide clear statement of issue involved (Section 17.3): _____

12. If more than two contract provisions allegedly were violated (Section 17.2):

12.1 What was the third contract section violated? _____

12.2 When was it violated? _____ (date)

12.3 Who violated it? _____

12.4 How was it violated? _____

12.5 Provide clear statement of issue involved (Section 17.3): _____

13. Relief Sought: _____

Employee/Grievant Signature

Date

Printed name

Jay Rhodes, for IBEW

Date

Letter of Agreement

BETWEEN THE
KETCHIKAN GATEWAY BOROUGH
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1547, AFL-CIO

RE: MAINTENANCE TECH POSITION UPGRADES

A Maintenance Tech I who obtains all licenses and certifications required for a Maintenance Tech II shall be promoted to Maintenance Tech II if the position is vacant.

1. A vacancy shall be declared when no employee under this Collective Bargaining Agreement is being compensated at the Maintenance Tech. II rate of pay.
2. The Employer will make all reasonable efforts within budgetary constraints approved by the Borough Assembly to provide to all Maintenance Tech I personnel, the training, on the job experience and certifications that are necessary to be promoted to the Maintenance Tech II position.
3. The requirements for the Maintenance Tech II position shall be the same as in the KGB Maintenance Tech II job description as revised on July 31, 2003 unless changed by Federal or State regulations.
4. This section shall not be deemed as to prevent the Employer from promoting an employee to this position, prior to the employee meeting all the licensing requirements as prescribed in the job description. Nor does it prevent the Employer from promoting more than one employee into that position.

Dated this 31st day of March, 2014.

Ketchikan Gateway Borough

IBEW, Local 1547



Dan Bockhorst

Borough Manager

Jay Rhodes

Business Manager