

**COLLECTIVE BARGAINING AGREEMENT**

between the

**KETCHIKAN GATEWAY BOROUGH**

and the

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, Local 1547, AFL-CIO**

**October 1, 2008 through September 30, 2011**

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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 Recognition of Union. 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, temporary employees as defined in Section 3.21, limited part-time employees as defined in Section 3.14, seasonal employees as defined in Section 3.19, part-time pool cashiers, part-time monitors, part-time lifeguards, guards, department heads and other supervisors.

1.2 Bargaining unit defined. 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, temporary employees as defined in Section 3.21, limited part-time employees as defined in Section 3.14, seasonal employees as defined in Section 3.19, pool cashiers, part-time monitors, part-time lifeguards, guards, department heads and other supervisors.

1.3 Claims of wrongful removal. Any claim that the Employer has wrongfully removed an employee from the bargaining unit through improper reclassification or improper promotion may be submitted to the grievance procedure contained herein, beginning at Step III.

## 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.

2.3 Preference in event of layoff. 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.

## ARTICLE 3

### DEFINITIONS

- 3.1 AEPT. An acronym for the Alaska Electrical Pension Trust retirement plan as that term is defined and used in Article 14 of this Agreement.
- 3.2 Agreement. This collective bargaining Agreement, unless the content clearly indicates otherwise (for example, in Article 17.8).
- 3.3 Alternate workday. An alternate workday is entered into by mutual consent of the Borough and the employee and may consist of as much as ten (10) work hours within eleven (11) consecutive hours. See also Article 5.3 of this Agreement.
- 3.4 Alternate work week. A voluntary schedule which shall not exceed four (4), ten-(10)hour days per week. See also Articles 5.3 and 5.5 of this Agreement.
- 3.5 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.
- 3.6 Call Time. Time when an employee is called back by the Borough or scheduled to be available to work after completion of the employee's regular workday. See also Articles also 6.2 and 6.2.1 of this Agreement.
- 3.7 (This item left vacant).
- 3.8 Day off. A day not worked, which may or may not be compensated. See also Articles 7 and 8 of this Agreement.
- 3.9 Demotion. An involuntary assignment of a regular employee to a classification having a lower pay grade.
- 3.10 Discharge. A termination of employment by Borough action. See also Articles 4.5, 4.5.1 and 4.5.2 of this Agreement.
- 3.11 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.
- 3.12 Employee, exempt. An employee who is exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act. An exempt employee is not covered by this Agreement.
- 3.13 Employee, full-time. An employee who is regularly scheduled to work

forty (40) hours per week.

3.14 Employee, limited part-time. An employee who is regularly scheduled to work less than nineteen (19) hours per week.

3.15 Employee, non-exempt. An employee who is covered by the minimum wage and overtime provisions of the Fair Labor Standards Act. All employees covered by this Agreement are non-exempt employees.

3.16 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.

3.17 Employee, probationary. An employee who has not yet completed a probationary period. A probationary employee is not and shall not be considered a temporary employee. See also Section 30.20.018(f) of the Ketchikan Gateway Borough Code and Article 4.4 of this Agreement.

3.18 Employee, regular. An employee who has satisfactorily completed his probationary period. See also Article 4.4 of this Agreement.

3.19 Employee, seasonal. A temporary employee who typically works the same months each year.

3.20 Employee, shift. An employee who regularly works a non-standard shift. See also Article 3.37 of this Agreement.

3.21 Temporary Employees: An employee who is 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.

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 Mike Smithers Pool.

3.22 Evaluation. The periodic performance appraisal of an employee. See also Sections 4.2.1 (evaluation during probationary period), 4.3.1 (evaluation during extended probationary period) and 4.6.3 (evaluation during trial period) of this Agreement.

3.23 FMLA. An acronym for either of the Family Medical Leave Acts referenced in Articles 8.14, 8.15 and 8.16 of this Agreement.

3.24 Holiday pay. Pay for a holiday not worked by the employee or premium pay for a holiday worked by the employee. See also Article 7 of this Agreement.

3.25 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. See also Section 5.37.020(11) of the Ketchikan Gateway Borough Code.

3.26 Layoff. An involuntary, non-disciplinary separation of an employee from Borough service. See Section 30.10.019(z) of the Ketchikan Gateway Borough Code.

3.27 LWOP. An acronym for leave without pay, as that term is defined and used in Article 10 of this Agreement. This may also be referred to as a "leave of absence without pay".

3.28 Probation. The time period immediately after initial hire during which the employee is on probationary status.

3.29 Probationary period. The first one thousand forty (1,040) worked hours of continual full-time employment provided, however, that the one thousand forty (1,040) worked hours probationary period may be extended by the borough manager for any period not to exceed five hundred twenty (520) worked hours based upon the one thousand forty (1,040) worked hours written performance evaluation. See Section 30.10.019(kk) of the Ketchikan Gateway Borough Code.

3.30 Probationary status. The status of an employee who has not yet completed the probationary period, but who will become a regular employee upon completion of that period.

3.31 Promotion. The assignment of an employee to a classification in a higher pay grade.

3.32 PTO. An acronym for paid time off, as that term is defined and used in Article 8 of this Agreement.

- 3.33 Resignation. A voluntary separation from Borough employment by an employee. See also Article 4.7.1 of this Agreement and Section 30.10.019(rr) of the Ketchikan Gateway Borough Code.
- 3.34 Seniority. The length of an employee's continuous employment by the Borough within job classifications covered by this Agreement. See also Article 9 of this Agreement.
- 3.35 Shift differential. The amount of premium pay earned hourly by an employee working a non-standard shift. 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. See also Section 3.20 (employee, shift) of this Agreement.
- 3.36 Shift, irregular but definitely assigned. A schedule of a week's work times which may vary from day to day or from week to week and which is assigned in compliance with Sections 5.2 (employer's right to assign irregular schedules), 5.9 (work week for shift employees) and 5.10 (notice of work schedule) of this Agreement.
- 3.37 Shift, non-standard. A shift which starts between 3:01 p.m. and 4:59 a.m. See also Article 3.20 (employee shift) of this Agreement.
- 3.38 Shift, standard. A shift which starts between 5:00 a.m. and 3:00 p.m.
- 3.39 Temporary. A situation of limited status or duration. See also Article 3.21 of this Agreement.
- 3.40 Termination. The ending of Borough employment by action of the employee or the Borough. See also Article 4.8 of this Agreement.
- 3.41 Transfer. The assignment of an employee to a different classification at the same or lower pay grade.
- 3.42 Trial Period. The first five hundred twenty (520) worked hours of continual full-time employment immediately after acceptance of a new position. The trial period for borough employees who change to a new position and who have previously successfully completed a one thousand forty (1,040) worked hours probationary period upon initial employment shall be five hundred twenty (520) worked hours. See also Article 4.6 of this Agreement and Section 30.10.019(kk) of the Ketchikan Gateway Borough Code.
- 3.43 Work day. A consecutive 24 hour period. See Section 30.10.019(aaa) of the Ketchikan Gateway Borough Code.
- 3.44 Work schedule. A list of individual employees which includes their

designated work days and hours of work. See also Article 5.10 of this Agreement.

3.45 Work week. A fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods. The normal work week consists of forty (40) hours within five (5) consecutive days. With the prior consent of the employer, an employee may elect a work week having more than five (5) consecutive days. See also Article 5.1 of this Agreement.

## ARTICLE 4

### HIRING, PROBATION AND TERMINATION

4.1 Union as a referral source for applicants. 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.

4.1.1 Employee applications. 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.

4.1.2 Filling vacancies. In the filling of vacancies in positions covered by this Agreement, seniority shall be given full and fair consideration.

4.1.3 Job requirements not met. If applicants from both outside Borough service and in-house do not meet job requirements outlined in the job description, at the Borough's option the position may be readvertised or in-house applicants shall be given preference for the job.

4.2 Probationary status. Except as provided in Sections 4.3 and 4.4, all new employees with the exception of temporary/part-time employees, seasonal and limited part-time employees shall be considered employed on a probationary basis and classified as such for a period not to exceed the first one thousand forty (1,040) hours of their employment. An employee's probationary period shall be extended in an amount equal to the length of any leave of absence during the probationary period. If retained after this probationary period in a position with reasonably similar job duties, such employee shall thereafter be considered a regular employee, be classified as such and be entitled to all rights and privileges contained in this Agreement.

4.2.1 Evaluation during probationary period. A probationary

employee may be evaluated at any time and shall be evaluated at least twice during the probationary period. The first evaluation shall occur during the first five hundred-twenty (520) hours of employment and the second evaluation shall occur no later than the conclusion of one thousand forty (1,040) work hours.

4.3 Extended probationary period. The Employer may, upon written mutual agreement with the employee, extend a probationary period up to an additional five hundred twenty (520) hours. 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.

4.3.1 Evaluation during extended probationary period. An employee serving an extended period of probation shall be evaluated no later than the conclusion of the agreed-upon extended probationary period. See also Sections 3.29 (probationary period) and 4.3 (extended probationary period) of this Agreement.

4.4 When temporary or part-time work applies to probationary period. If a temporary or 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 five hundred twenty (520) hours 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.

4.5 Discharge. Employees shall be discharged in accordance with the following:

4.5.1 Just cause required for discipline or discharge. No regular employee shall be disciplined or discharged without just cause. The existence of cause for discharge, if disputed, shall be subject to the grievance procedure contained herein. See also Article 3.10 of this Agreement.

4.5.2 Discipline or discharge of probationary employees. Probationary employees may be disciplined or discharged at any time without cause and without access to the grievance procedure contained herein. See also Article 3.10 of this Agreement.

4.5.3 Evaluation and retention of probationary employees. A probationary employee may be evaluated at any time, orally or in writing. If retained after one thousand forty (1,040) hours, such an employee shall, unless his probation has been extended (see also Article 3.29 of this Agreement), thereafter be considered a regular employee, be classified as such and be entitled to all rights and privileges contained in this Agreement. See also Articles 3.18 and 3.30 of this Agreement.

#### 4.6 Trial period.

4.6.1 Trial period after promotion. Any employee who is promoted shall be given a reasonable period, not to exceed five hundred twenty (520) work hours, 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. See also Section 3.42 (trial period) of this Agreement.

4.6.2 Trial period 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 five hundred twenty (520) work hours. 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. See also Section 3.42 (trial period) of this Agreement.

4.6.3 Evaluation during trial period. Unless exempt under another provision of this Agreement, when an employee is promoted or has previously successfully completed a probationary period under this Agreement, that employee shall be evaluated no later than the conclusion of five hundred twenty (520) work hours. See also Sections 3.42 (trial period), 4.4 (trial period), 4.6 (trial period), 4.6.1 (trial period after promotion) and 4.6.2 (trial period after rehire) of this Agreement.

4.7 Notices of layoff. 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.

4.7.1 Notice of resignation. Nonexempt employees shall provide at least two (2) weeks' written notice of intent to resign unless waived by the Employer. See also Article 3.33 of this Agreement and applicable provisions of Section 30.30.037 of the Ketchikan Gateway Borough Code.

4.8 Payment upon termination. Subject to the provisions of Article 8, Sections 8.10 and 8.11 of this Agreement, an employee who is laid off or discharged by the Employer shall receive all accrued earnings, including accrued PTO, less any personal obligations owed the Employer at the time the layoff or termination occurs. An employee who resigns shall receive all accrued earnings, including accrued PTO, less any personal obligations owed the Employer at the time of termination, within three (3) business days following the employee's resignation.

## ARTICLE 5

### WORK SCHEDULE AND OVERTIME

5.1 Work week. A fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods. The normal work week consists of forty (40) hours within five (5) consecutive days. With the prior consent of the employer, an employee may elect a work week having more than five (5) consecutive days. See also Articles 3.45 and 5.3 of this Agreement.

5.1.1 Workday. The normal workday or shift shall consist of eight (8) hours. See also Article 3.43 of this Agreement.

5.1.2 Unpaid meal period. An unpaid meal period of at least one-half (½) hour will be provided for every four (4) consecutive hours worked on shifts in excess of six (6) hours.

5.2 Employer's right to assign irregular 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 may cover 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.

5.3 Four (4) day work week. Employees may, with the consent of the Employer, voluntarily work a schedule of four (4), ten (10) hour days per week. See also Article 7.3.1 of this Agreement.

5.3.1 Holiday pay. When a holiday falls on an employee's scheduled day off, the employee shall receive holiday pay for his day off, unless he is explicitly assigned to work that day, in which case he will receive premium pay. See also Article 7 of this Agreement.

5.4 Temporary deviations from normal work schedule. 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.

5.5 When and how overtime will be paid. 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. 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. See Article 5.3 for a four (4) day work week, for which no overtime will be paid.

5.6 Assignment of overtime work. Insofar as practical, any overtime work shall be divided as equally as possible among the employees of the same job classification.

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

5.8 Scheduling of overtime. 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.

5.9 Work week for shift employees. The regular work week for shift employees shall be from 12:01 a.m. Sunday to 12:01 a.m. the following Sunday. Shift changes shall be made with one (1) week advance notice. Under any situation deemed an emergency by the Employer, work schedules may be changed as required.

5.10 Notice of work schedule. 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.

## ARTICLE 6

### COMPENSATION

6.1 Schedule of pay classifications. See Appendix A of this Agreement.

6.2 Compensation for call time. 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. See also Article 3.7 of this Agreement.

6.2.1 How call time occurs. When an employee is contacted by a customer directly to respond to an emergency, the employee shall proceed as follows:

1. The employee shall contact the supervisor or department head to obtain authorization to respond. Upon obtaining authorization, the employee shall respond;
2. In the event the employee is not authorized to respond, the supervisor or department head shall notify the customer of his decision;
3. In the event the employee is unable to reach the supervisor or department head by telephone, the employee shall inform the customer that he is unable to respond without authorization. The employee will provide the customer with the telephone numbers and names of the designated supervisor and department head.

6.2.2 When required to carry pager or remain at home. When employees are required to remain at home, to carry a pager, or to report their whereabouts periodically and be available for recall, they shall be considered on-call.

6.2.3 Pay for call time. When employees are specifically assigned on-call responsibilities, they will be paid a flat rate equal to two hundred dollars (\$200.00) per week, pro-rated for the actual number of days on-call.

6.3 Work above classification. An employee who is assigned to perform work in a higher classification for four (4) or more hours shall receive the rate of pay of the higher classification that he is assigned to, at the step he is currently at. 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.

6.4 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.

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

6.6 Shift differential. Employees regularly assigned to a non-standard shift shall be paid a shift differential of seventy-five cents (\$0.75) per hour in addition to their regular hourly rate.

6.7 No wage reductions. No employee shall suffer a reduction in wages as a result of signing this Agreement.

6.8 When a lifeguard instructs. When a lifeguard is allowed to instruct, the lifeguard will be compensated at the lifeguard rate of pay.

ARTICLE 7  
HOLIDAYS

7.1 Guaranteed paid holidays. 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. In addition to the holidays granted above:

7.2.1 Floating holidays during first year of Borough employment. 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 Floating holidays after first year of Borough employment. 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 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 Prior and subsequent work required for holiday pay. 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) defined. 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. See also Article 3.32 of this Agreement.

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 <sup>st</sup> and 2 <sup>nd</sup> year	22 days (176 hours) per year
3 <sup>rd</sup> , 4 <sup>th</sup> , and 5 <sup>th</sup> years	28 days (224 hours) per year
6 <sup>th</sup> through 10 <sup>th</sup> years	31 days (248 hours) per year
11 <sup>th</sup> year through 15 <sup>th</sup> year	34 days (272 hours) per year
16 <sup>th</sup> year and over	36 days (288 hours) per year

See also Section 30.60.016(b) of the Ketchikan Gateway Borough Code.

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. See Section 30.60.016(c) of the Ketchikan Gateway Borough Code.

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.

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. See Section 30.60.016(i) of the Ketchikan Gateway Borough Code.

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. See also Article 4.8 of this Agreement.

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. See Section 30.60.016(l) of the Ketchikan Gateway Borough Code.

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. See Section 30.60.016(l) of the Ketchikan Gateway Borough Code.

8.14 State Family and Medical Leave. State Family and Medical Leave shall be taken in accordance with the following. See also Article 3.23 of this Agreement.

8.14.1 When leave may be taken. An eligible employee may take family/medical leave for a period of eighteen (18) work weeks within a twelve (12) month period because of: pregnancy, the birth of the employee's child, or the placement of an adopted child other than the employee's stepchild. Such leave must be taken within one (1) year after

the child's birth or adoption and may be taken intermittently. The word "child" includes the employee's biological, adopted or foster child, stepchild, legal ward, or a child of a person standing in loco parentis who is under eighteen (18) years of age or who is eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

8.14.2 How much leave may be taken. An eligible employee may be granted up to twelve (12) weeks in any 12-month period or eighteen (18) weeks of medical leave during any 24-month period to care for the employee's own serious health condition or the serious health condition of the employee's child, spouse or parent. For purposes of this section, a "serious health condition" is hereby defined as an illness, injury, impairment, or physical or mental condition involving inpatient care or continuing treatment or supervision by a health care provider. Such condition must be verified in writing by a qualified health care provider.

8.14.3 When employee is eligible. An employee is eligible to take family/medical leave if he has been employed for at least thirty-five (35) hours per week at least six (6) consecutive months or for at least seventeen point five (17.5) hours per week for at least twelve (12) consecutive months. The employee must use any accrued paid leave time for which the employee is eligible during the leave prior to entering leave without pay status.

8.14.4 Benefits during leave. During the time that an employee is on family/medical leave, on his behalf, the Employer shall make health insurance contributions at the level and under the conditions that coverage would have been provided if the employee had been employed during the leave period, including periods of PTO, or periods of leave without pay to the extent required by law. The employee shall maintain all benefits, including retirement and PTO accrual, during periods of paid leave. Retirement and PTO shall not accrue during periods of unpaid leave.

8.14.5 Extending the leave. An extension of family/medical leave may be requested, in writing, and if approved by the department head and the Borough Manager, will be granted. This request may not exceed six (6) weeks, and the employee shall be responsible for payment of health insurance during that extended period.

8.14.6 Status upon return from leave. Upon the employee's return from family/medical leave, he shall return to the same or substantially similar position, with the same or equivalent pay, benefits, and other terms and conditions of employment, as when he left. Seniority rights shall be

maintained by the employee.

8.14.7 Leave after birth of child. Both mothers and fathers are entitled to take eighteen (18) weeks continuous leave after the birth of a child, as long as the leave is taken within twelve (12) calendar months after the birth or placement of the child. If both parents are employed by the Borough, family leave shall not be granted to both employees simultaneously.

8.14.8 Requests for transfer when pregnant. A pregnant employee may request a transfer to a suitable position, and the Employer may not fill the position with a person other than the requesting employee until the Employer has offered the position to the employee and the employee has refused the offer. A position is "suitable" if:

- a. It is an existing unfilled position in the same administrative division in which the employee is currently employed and is less strenuous or less hazardous than the employee's current position;
- b. Transfer to the position is recommended by a licensed health care provider;
- c. The employee is qualified and immediately able to perform the duties of the position; and

The transfer will not subject the Employer to legal liability under another collective bargaining agreement or employment contract.

The Employer shall compensate the employee who receives a transfer under this section at a rate at least equal to the lesser of the rates at which the employee was compensated immediately before requesting the transfer or the position into which the employee transfers is compensated.

8.14.9 Interpretation of leave. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the state law and shall not be more broadly construed. Should any provision in this Article conflict with the Federal and/or State Family and Medical Leave Acts, the applicable law shall take precedence.

8.15 Federal Family and Medical Leave. As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least one thousand two hundred fifty (1,250) hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer

shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The employee must use any accrued paid leave time for which the employee is eligible during this leave prior to entering leave without pay status. The use of Family or Medical Leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family or medical leave may be taken intermittently or on a reduced work schedule.

8.16 When leaves run concurrently. If a particular period of leave qualifies under both the state and federal family and medical leave laws and/or other provisions of this Agreement, the leaves shall run concurrently. Generally, an employee 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

9.1 Seniority accrual. 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. See also Articles 3.17 and 3.34 of this Agreement.

9.2 Seniority termination. The seniority of an employee shall terminate if that employee:

9.2.1 Upon layoff. Is laid off for a period of more than twelve (12) consecutive months;

9.2.2 Upon resignation. Resigns from employment with the Employer, and is not rehired by the employer in the same job classification within two (2) weeks;

9.2.3 Upon temporary layoff and failure to return to work. 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

9.2.4 Upon discharge. Is discharged for just cause.

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

9.4 Layoffs. 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.

9.4.1 Filling Vacancies. If thereafter a vacancy occurs, seniority, ability and qualifications shall be considered when filling the vacancy.

## ARTICLE 10

### LEAVES OF ABSENCE

10.1 Requests for 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.

10.2 Length of LWOP. Leaves of absence without pay may be granted for periods of up to one hundred eighty (180) calendar days without loss of accrued benefits.

10.2.1 Special cases. In special cases, leaves of absence may be extended by mutual agreement.

10.3 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.

10.4 Military leave. Leave necessary for an employee to attend required paid military drills/training for the National Guard or a military reserve of the United States, or if called to honor an active duty commitment to the National Guard or military reserve of the United States, shall be granted without loss of benefits accrued to the date such leave commences. Regular full-time employees on such leave shall be compensated by the Employer for the difference between their military pay and their regular pay up to a maximum of four (4) weeks. A copy of the order issued by an appropriate military authority for military training shall accompany requests for special military leave. Upon return to duty the employee shall furnish the Employer evidence of the amount of military pay received during the period of special military leave.

10.5 LWOP for Union service. Any employee who is selected or properly appointed to a position of responsibility in the Union may be granted a leave of absence without pay (including accrual of other benefits) for a period not to exceed one (1) year. Such leave requested by the Union, shall be contingent upon the operational needs of the Borough. Union business shall not be conducted on Borough time.

## ARTICLE 11

### JURY DUTY

11.1 Pay during jury service. 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 Training support. The Borough and the Union will cooperate in encouraging training programs, including government funded programs, which will provide initial and advanced training for the employees. Within budget limitations, the Borough will provide an educational assistance plan for regular full-time employees to improve skills, knowledge and abilities relating to their present positions or to positions to which they might logically progress.

12.2 Requests for reimbursement. In order to receive reimbursement under this plan, employees must request and receive prior approval from the department head and must satisfactorily complete the course. (See also Appendix D of this Agreement.) Upon completion of the approved course, the employee shall submit a request for reimbursement, together with receipt for tuition and books, to the department head who will process for payment. All usable books and other materials received as a part of the Borough-funded courses shall be the property of the Borough, and shall be available in applicable departments for use by employees.

12.3 Proposals for Borough-funded training. Employees desiring Borough-funded job related training 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. (See also Appendix D of this Agreement.) If budget priorities allow, the department head may forward any such requests to the borough manager. Employees may receive additional training opportunities which become available subject to budget limitations.

12.4 Pro-rata repayment for Borough-paid training. Employees seeking or accepting non-mandated Borough-paid training will agree to reimburse the Borough for all costs associated with the training if the training is not satisfactorily and successfully completed. If the employee voluntarily terminates his employment with the Borough within twelve (12) consecutive months of the training completion date, the employee shall reimburse the Borough pro-rata for such costs based upon the repayment schedule included in Appendix D.

12.5 Certifications, permits or licenses. Any certifications, permits or licenses required of the employee shall be renewed and maintained at the Borough's expense. The employee shall ensure that all required certifications, permits or

licenses remain current.

12.6 WSI Certifications. So long as the employee gives his supervisor six (6) months prior notice, lifeguards with water safety instructor and lifeguard instructor certifications will be allowed the opportunity to comply with requirements to retain those certifications.

12.7 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.

12.7.1 A vacancy shall be declared when no employee under this Collective Bargaining Agreement is being compensated at the Maintenance Tech. II rate of pay.

12.7.2 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.

12.7.3 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.

12.7.4 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.

ARTICLE 13  
MEDICAL BENEFITS

13.1 Effective upon ratification the Employer will contribute \$1,145.00 per month to the Alaska Electrical Health and Welfare Fund (AEH & WF) on behalf of all eligible employees covered by this Agreement.

The Employer shall pay any increases up to five percent (5%). For any increase above five percent (5%), the Employer and employee will share equally in the cost of that portion of any premium increases over five percent (5%) up to a maximum of ten percent (10%). The employee shall pay for that portion of any premium increase which exceeds ten percent (10%).

Either party may propose to the other, during the term of this Agreement, an alternate health care plan, if the proposed plan offers equal or better coverage at an equal or reduced premium.

13.2 Cost containment committee. The Union agrees to participate in a Borough-wide committee to identify and implement cost containment measures. All groups of employees covered under the Borough's policy shall be offered an opportunity to participate on the committee. Any cost containment measure receiving a consensus of the committee shall be implemented if approved by the Assembly. The committee shall meet upon request of either party at a mutually agreed upon time, date and location.

13.3 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.

13.4 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 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 effective October 1, 2008.

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

15.1 Labor-Management Committee. A Labor-Management Committee will be established. It will be composed of two (2) regular representatives from Borough management and two (2) representatives from the Union. This group will meet upon written notification of desire to convene by either party served upon the other with at least two (2) weeks prior notice. Neither side will be compelled to meet more often than once per calendar quarter. However, more frequent meetings may take place if deemed necessary and mutually agreed upon by both parties. The parties may discuss any items of mutual concern. The Labor-Management Committee is not a substitute for the grievance and arbitration procedures incorporated in this Agreement.

15.2 Authority of Labor-Management Committee. 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. The chair shall rotate between the Borough and the Union, alternately, at each meeting.

## ARTICLE 16

### NO STRIKE - NO LOCKOUT

16.1 Stable community service. 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 Definitions and time limits. A grievance is defined as an alleged breach of this Agreement raised during its term. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. After a timely written grievance has been submitted, the employee's department head may give written consent to extension of the time limits set forth below in Section 17.3 (Step II - Department head). Any other extensions of time for grievance procedures must be agreed to in writing by the borough manager or designee and the Union. Written notices and documents submitted pursuant to or required by this Article shall be sent by certified mail and 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. Timelines for responding to or advancing a grievance shall begin upon the date the previous response or filing was received.

17.2 Step I -- 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 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 Step II -- 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) calendar days after the employee knew or should have known that he had a grievance, whichever is earlier. 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.

17.4 Step III -- Borough Manager. If not satisfied with the 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 III meeting.

17.5 Step IV -- Arbitration. 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 III response. 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. The Union shall request that all listed arbitrators be American Arbitration Association (AAA) qualified. The parties shall alternately 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 his selection by letters from the Employer and the Union requesting that a time and place for a hearing be set as soon as possible. The arbitrator's award shall be final and binding, subject to the limits of authority stated below.

17.6 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.

17.7 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. Any dismissal of a grievance 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.

17.8 Time limits. 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.

17.9 Employee representatives. Employee Representatives shall be granted paid time off (employee representative time) to investigate and prosecute grievances. 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 report to Union. The 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. As a condition of receiving the foregoing information, the Union will treat it as confidential and limit its dissemination to official Union representatives. The Employer shall respond within twenty (20) days to any written request from the Union for information as to why any employee was not included with said information. If not satisfied with the response, the Union may submit to the grievance procedure contained herein, beginning at Step III, any claim that the Employer has wrongfully excluded any employee from the bargaining unit.

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 \$7 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 If a majority of Bargaining Unit Employees working under the Ketchikan Gateway Borough Collective Bargaining Agreement elect 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 Notification of employee. 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 Opportunity for rebuttal. 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.

20.1.3 Medical records. Medical records shall be maintained in a separate confidential personnel file. Access to this file shall be governed by the same requirements as other official personnel files.

20.2 Exchanging scheduled days off. 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.

20.3 Meals and time to eat. 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 (½) 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 (½) hour. In lieu of eating a meal, employees may elect to receive the one-half (½) hour pay.

20.4 Notice of scheduled overtime. 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 5.1.2 of this Agreement.

20.5 Preservation of position and seniority. In case of occupational injury or prolonged illness, 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.

20.6 Safety devices and first aid kits. The Employer shall furnish such safety devices and first aid kits as may be needed for the safety and proper emergency medical treatment of employees.

20.7 Destruction of/damage to tools. If an employee's personal tools or rain gear used in the performance of duties assigned by the Borough are destroyed or damaged by fire, storm or flood while stored on the Employer's premises or carried in the Employer's equipment, the Employer will replace or repair such tools or rain gear at no expense to such employee upon presentation of proof of loss.

20.8 Replacement of worn out or broken tools. Personal tools which are worn out or broken while being used by employees in the performance of their work will be replaced by the Employer with tools of equal quality. Employees will normally be required to 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.

20.9 Lockers for clothes and tools. The Employer shall furnish a room with lockers for clothes, tools, etc., and facilities for draping clothing and equipment.

20.9.1 Reimbursement. 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 dollars (\$300.00) per year per employee. Reimbursement shall be made based upon evidence of purchase.

20.10 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.

20.11 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.

20.12 Safety meetings and inspections. Safety meetings and required safety inspections shall continue on a regular basis.

20.13 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 at the following rate:

20.13.1 Reimbursement and miles driven. Reimbursement will be based on the I.R.S. mileage rate, not to exceed eighty-five dollars (\$85) per month.

20.13.2 Reimbursement for vehicle liability insurance. 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.

20.14 Priority of Borough employment. 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 and such outside employment does not interfere with the employee's job duties.

20.15 Paydays. The Employer will pay employees semi-monthly, by the fifth (5<sup>th</sup>) and twentieth (20<sup>th</sup>) of each month. If payday falls on a holiday or weekend, the preceding business day shall be the payday. Effective January 1, 2007, 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. 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. 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.

20.16 No benefits during layoff or LWOP. Except as otherwise provided by law (such as FMLA), employees on layoff or leave of absence without pay shall not accrue or be eligible for fringe benefits or other compensation.

20.17 Immediate supervisor to instruct employee. Instructions will normally and usually be given to an employee by that employee's immediate supervisor.

20.18 Job descriptions. Each position covered by this Agreement will have a job description setting forth the usual and regular duties and requirements of that position.

20.18.1 Job descriptions review. The Employer at its own initiative may review all job descriptions. Employees may request a review of their job description not more than once per fiscal year.

20.18.2 Changes to job descriptions. An employee whose job description has been changed shall receive a copy of the amended job description. 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, he may submit those objections to the Human Resources Manager 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.

20.18.3 No terminations. No employee shall be terminated because of changes to his job description.

20.18.4 New job classifications. If the Employer establishes a new job classification, the Employer shall first discuss the matter of 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 shall be submitted to Step III of the grievance procedure. Should the Union fail to file a grievance within ten (10) days, it shall be deemed to have agreed to the pay rate assigned to the new job classification.

20.19 Changes on time cards. 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 or an authorized Union representative.

20.20 Use of PTO during layoff periods. 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.

20.21 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. See also Section 30.70 of the Ketchikan Gateway Borough Code, which is incorporated herein.

20.22 Drug Testing. 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 subject to the Drug and Substance Abuse Policy, and their supervisors, will be provided adequate training. 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 termination may result following the Ketchikan Gateway Borough's normal procedures for employee discipline.

## ARTICLE 21

### NONDISCRIMINATION

21.1 Discrimination prohibited. 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 215  
Ketchikan, AK 99901  
telephone: (907) 228-6625  
facsimile: (907) 247-6625

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

23.1 Duration. The term of this Agreement shall be from October 1, 2008 through September 30, 2011, 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 27 day of January, 2009.

FOR THE KETCHIKAN GATEWAY BOROUGH

*Dan Bockhorst*

Dan Bockhorst  
Borough Manager

ATTEST:

*Harriett J. Edwards*

Harriett J. Edwards  
Borough Clerk

APPROVED AS TO FORM:

*Scott A. Brandt-Erichsen*

Scott A. Brandt-Erichsen  
Borough Attorney



FOR THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1547

By:

*Larry Bell*

Larry Bell, Business Manager

By:

*Dennis Zeiser*

Dennis Zeiser, Assistant Business Manager

By:

*Thomas Konen*

Thomas Konen, Negotiating Committee

By:

*Dan Kelley*

Dan Kelley, Negotiating Committee

**APPENDIX A**  
**SCHEDULE OF PAY CLASSIFICATIONS**

Position	Grade
Lifeguard	40
Monitor	35
Receptionist	35
Custodian	35
Parks Tech I	40
Parks Tech. II	48
Maintenance Tech I	48
Rec. Programmer	60
Maintenance Tech II	60

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

B. Step increases. Employees shall advance on the schedule effective upon completion of each year of service but no sooner than their anniversary date of employment, provided they have met the minimum ratings for step increases as defined by Borough-wide policy. This includes advancement of one (1) additional step (for a maximum of two (2) steps) on the pay schedule, if the employee conforms to the parameters for a two (2) step increase. Leave without pay shall not count toward a year of service, except as required by law.

C. Promotion. 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.

D. Evaluation. If an employee does not receive a finalized evaluation by his anniversary date, the employee shall automatically receive a one and one-half percent (1½%) step increase.

E. Effective July 1, 2009, and continuing on every July 1 for the life of this Agreement, covered employees shall receive a two-step (3.022%) cost of living adjustment (COLA), or the Ketchikan Gateway Borough Assembly authorized Borough-wide cost of living adjustment, whichever is higher. It is the intent of the parties to guarantee a minimum COLA, but not to compound or pyramid such COLAS.

## 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

\_\_\_\_\_  
Dennis Zeiser, for IBEW

\_\_\_\_\_  
Date

**APPENDIX D  
KETCHIKAN GATEWAY BOROUGH**

**ELECTIVE TRAINING AND CONTINUING EDUCATION  
REIMBURSEMENT AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Ketchikan Gateway Borough (hereinafter Borough) and \_\_\_\_\_  
\_\_\_\_\_ (hereinafter EMPLOYEE).

**RECITALS**

A. Elective training and/or elective continuing education for employees is encouraged to enhance the employee's ability to perform his assigned job duties. It may improve the efficiency or effectiveness of the services rendered by a borough employee, or it may prepare an employee for promotion.

B. The primary goal of training and continuing education is to enhance and improve the services provided by the Ketchikan Gateway Borough. The program to provide elective education and elective training of borough employees is an investment in furtherance of this goal.

**NOW, THEREFORE**, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and/or attached and incorporated herein and made a part hereof, the parties hereto agree as follows:

Section 1: Agreement to Perform. The EMPLOYEE agrees to successfully and satisfactorily complete the training and/or continuing education as described on Exhibit A attached hereto and incorporated herein by reference. The EMPLOYEE will provide the Borough with a copy of official documentation certifying that said EMPLOYEE has completed the training and/or continuing education described on Exhibit A.

Section 2: Agreement for Payment. The Borough agrees to pay for expenses associated with elective training and/or elective continuing education described on Exhibit A as reviewed and authorized by the Borough manager or designee prior to the training. Such payment by the Borough is subject to terms and conditions of this agreement, and any other applicable rules, regulations, standard operating procedures, ordinances, or resolutions.

Section 3: Terms for Reimbursement of Payment. In the event that the EMPLOYEE fails to successfully complete the training or voluntarily terminates employment with the Borough, the EMPLOYEE hereby agrees to the reimbursement of expenditures made by the Borough in accordance with Section 2 above as follows:

(a) Failure to successfully complete training. If the EMPLOYEE fails to complete the elective training and/or elective continuing education described on Exhibit A, the EMPLOYEE shall reimburse the Borough in one of two ways:

- (1) a lump sum cash payment equal to the amount paid by the Borough; or
- (2) the EMPLOYEE may elect to reimburse the Borough through a payroll deduction under which the Borough may withhold the lessor of one hundred

dollars (\$100.00) per month or three percent (3%) of the EMPLOYEE'S monthly pay until the debt is repaid.

(b) Voluntary termination. If the EMPLOYEE voluntarily terminates employment with the Borough during the term of this agreement, the EMPLOYEE shall reimburse the Borough in accordance with the following schedule:

Terminates within 12 months of completion program: Reimbursed	Amount of education or training
Two (2) months or less	100%
Third (3rd) through the Fifth (5th) month	75%
Sixth (6th) through the Ninth (9th) month	50%
Tenth (10th) through the Twelfth (12th) month	25%
More than Twelve (12) months	0%

Upon termination, the EMPLOYEE shall reimburse the Borough in one of two ways:

- (1) a lump sum cash payment equal to the amount specified above; or
- (2) the Borough may withhold the amount due from accrued earnings at the time of termination. The EMPLOYEE hereby authorizes the Borough to deduct and withhold from the EMPLOYEE'S final check such amounts as may be necessary to reimburse the Borough in accordance with the schedule set forth above.

Section 4: Extenuating Circumstances. Extenuating circumstances may be considered and required reimbursement may be waived by the manager or designee on a case by case basis. Extenuating circumstances may include but are not limited to: (1) death; (2) prolonged illness; (3) disability; or (4) terms of a retirement or termination agreement.

Section 5: Term of the Contract. This agreement shall commence upon signing and continue for twelve (12) months from the date of completion of the training or education program described on Exhibit A.

**WHEREFORE** the parties have entered into this agreement the date and year first written at the City of Ketchikan, Alaska.

By: \_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Printed Name

KETCHIKAN GATEWAY BOROUGH

By: \_\_\_\_\_  
Dan Bockhorst, Borough Manager

ATTEST:

\_\_\_\_\_  
Harriett J. Edwards, Borough Clerk

Approved as to form: \_\_\_\_\_

\_\_\_\_\_  
Scott Brandt-Erichsen, Borough Attorney