

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE HAINES BOROUGH

And

PUBLIC EMPLOYEES LOCAL 71

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ARTICLE 1

PREAMBLE

The Haines Borough, hereinafter referred to as the Employer, and Public Employees Local 71 hereinafter, referred to as the Union, in accordance with Alaska Statutes Section 29.20.050, enters into the following agreement on July 1, 2019.

ARTICLE 2

RECOGNITION

The Employer hereby recognizes, during the term of this Agreement, the Union as the sole and exclusive collective bargaining representative for the employees of the Haines Borough included in the collective bargaining unit, and as the representative of all such employees in the interpretation of, and adjustment of disputes under, this Agreement.

SECTION 1. Union Membership

- A.** The Parties agree that employees have the right to join the Union, become an agency fee payor, or forgo union membership. The parties further agree not to unduly influence an employee in the above decision.

- B.** All newly hired bargaining unit members will be allowed to meet with a shop steward or Union representative, without charge to the pay or leave time of the employees, for up to 60 minutes during regular work hours, within seven (7) working days from the date of hire, in a new employee orientation.

- C. Nothing in this Agreement prohibits the Union from charging a nonmember fees for services such as a grievance and/or arbitration filed at the request of the nonmember.

SECTION 2. Employee Status

The Employer shall inform the Union in writing within 20 working days of any new hires and/or changes in an existing employee's status, including promotion, demotion, transfer, resignation, retirement, leave of absence, position, classification or salary.

SECTION 3. Dues Deductions

The Employer shall deduct from the paycheck of each employee, who so authorizes on an authorization form provided by the Union, the regular Union membership dues, fees and contributions or, if applicable, the agency fees. Such authorized membership dues, fees and contributions or agency fees shall be withheld and transmitted monthly to the Union, at a time convenient to the Employer, but no later than the last day of the following month. The Union initiation fee will be collected in 4 equal payments from the employee's first four full paychecks. In the event an employee terminates prior to completion of four full pay periods, the employer will remit to the Union the amount collected.

SECTION 4. Hold Harmless.

The Union agrees to hold the Employer harmless from any liability that might ensue as a result of actions to enforce this Article.

ARTICLE 3 **MANAGEMENT RIGHTS**

Except, and only to the extent that specific provisions of this Agreement expressly provide otherwise, it is agreed that the Employer has, and will continue to retain, regardless of the

frequency of exercise, rights to operate and manage its affairs in each and every respect as defined under the Haines Borough Code and Charter.

ARTICLE 4

DEFINITIONS

In this agreement, the following shall be defined as follows:

“Day” - a regular workday, as scheduled, excluding holidays, except as otherwise specified in this agreement.

"Union" – Public Employees Local 71.

“Unit-Member” – Employee of the Haines Borough whose position is covered by the collective bargaining agreement.

“Employer” – the Haines Borough.

“Assembly” – the Haines Borough Assembly.

“Employee” – a person in the Employer’s service who is paid a salary or a wage by the Employer, regardless of the original source of the funds, and is a unit-member.

“Grant Employee” – an employee who works for a specified period of time and is paid with grant funds.

“Immediate Family” – as used in this Agreement, “immediate family” shall mean the employee’s spouse, father, mother, son, daughter, foster child, brother, sister, husband, wife, grandfather, grandmother, grandson, and granddaughter, including half or step relationships as well as a domestic partner (person who is cohabiting with another person in a relationship that is like a marriage but that is not a legal marriage).

“Regular Employee”-an employee who has satisfactorily completed the probationary period and is not a temporary or seasonal employee. A regular employee is full time or part time, regularly working 20 hours or more per week. Upon hiring a regular employee has no specific end date of employment. A regular employee accrues personal leave.

“Limited Part-Time” – an employee hired to work a regular schedule of less than 20 hours per week.

“Temporary Employee”- an employee hired with the intent that the employment will be for less than one year. The employment will be on an as-needed, or as-able basis and not on a regular work schedule. A temporary employee does not accrue personal leave. A temporary employee may become a union member. A temporary employee may be scheduled for any number of hours. Temporary employees are paid at the rate prescribed by the wage and step chart.

“Seasonal Employee”-an employee hired with the intent to be employed for a specific period of time each year where the work involved is seasonal (less than six months or 1040 hours each year. A seasonal employee is hired for an indefinite period and is not temporary. Seasonal employees are paid at the rate prescribed by the wage and step chart.

“Special/Emergency Hires”-a temporary employee hired to fill a position when an emergency situation or temporary vacancy is declared by the Mayor. Positions filled by the manager in emergency or special situations shall not exceed ninety (90) calendar days. A special emergency hire does not accrue personal leave and is not allowed to become a union member. A special emergency hire may be scheduled for any number of hours. Special/emergency hires are paid at the rate prescribed by the wage and step chart.

“Immediate Supervisor” – A person appointed by the Assembly, Board of Trustees or Manager to supervise a department or division of the Borough.

ARTICLE 5

CONFORMITY TO LAW

If any part of this Agreement should be found unlawful by a court of competent jurisdiction, or if adherence to or enforcement of any provision of this Agreement should be restrained by a court of competent jurisdiction, the remaining portions of the Agreement shall not be affected. The parties agree to meet and confer within ten (10) days of a request, in an effort to resolve the specific article. The parties agree that such meet and confer may be telephonic or electronic. Upon mutual agreement, the written resolve will become an addendum to this agreement.

Neither the Employer nor the Union shall discriminate against any Employee on account of race, creed, color, national origin, sex, or any other classification protected by federal, state or

local law, or because any Employee has exercised his or her rights under federal, state, or local law.

ARTICLE 6
NEGOTIATIONS

A. MEDIATION

1. Within seven (7) business days of impasse, the requesting party shall ask the United States Federal Mediation and Conciliation Service, or other agreed upon mediation service, to serve as the agency to resolve the dispute. In the event the Mediation Service implements charges for their services, charges for such mediator shall be shared equally by the Haines Borough and Local 71.

2. Prior to and following mediation, the parties shall agree to the issues that continue to be outstanding.

B. ADVISORY ARBITRATION

In the event that mediation results in a continued impasse, the remaining items in contention will be referred to an advisory arbitrator. The suggested procedures of the American Arbitration Association shall be followed in the selection of such arbitrator. Cost for the advisory arbitrator shall be shared equally by the Haines Borough and Local 71.

C. RATIFICATION

When a majority of the Union members reflect an affirmative vote, and the Haines Borough Assembly reflects an affirmative vote, this agreement shall be ratified. Except that, if no action is taken on the document by either party within forty-five (45) calendar days, that non-action shall be taken as an affirmative vote.

ARTICLE 7

GRANT EMPLOYEES

Grant Employees working for the employer will receive those benefits budgeted through the grant they are working under. The Employer, at its sole discretion, may offer benefits to grant employees through other funding sources.

ARTICLE 8

HOLIDAYS

A. PAID HOLIDAYS

Regular and probationary employees who are scheduled to become regular employees at the end of their probationary period shall receive holiday benefits for the following legal holidays:

1. New Year's Day;
2. President's Day;
3. Memorial Day;
4. Independence Day;
5. Labor Day;
6. Alaska Day;
7. Veteran's Day;
8. Thanksgiving Day

9. Friday after Thanksgiving Day;
10. Christmas Eve;
11. Christmas Day.

If an authorized holiday falls on a Sunday, the following Monday shall be a holiday. If an authorized holiday falls on a Saturday, the preceding Friday shall be a holiday.

Any of the holidays provided above may be converted to a floating holiday for any employees upon mutual agreement of the employee and the employee's immediate supervisor.

Holiday pay will not be authorized if preceded or followed by an unauthorized absence.

Unless a floating holiday is agreed upon by the parties, an employee who is required by his or her supervisor to perform work on Christmas or Thanksgiving shall be paid (1.5) times his or her regular rate of pay for the hours worked, in addition to holiday pay. An employee who is required by his or her supervisor to perform work on all other holidays shall be paid the employee's regular rate of pay for the hours worked, in addition to holiday pay. Overtime and holiday pay shall not be pyramided or duplicated. Hours paid at an overtime rate shall only be credited once in the calculation of hours in the workweek for overtime purposes.

Holiday pay will be pro-rated for employees with a work schedule of less than 40 hours per week. Employees will receive 0.2 times the regularly scheduled weekly hours as pay for each holiday. Example: 30 hours per week times 0.2 equals 6.0 hours of holiday pay.

An employee who works 40 hours per week on a flexible schedule i.e. 4, 10-hour shifts will be paid 40 hours times 0.2 equaling 8.0 hours holiday pay whether the holiday falls on their normal workday or normal day off.

ARTICLE 9

LEAVE

A. PERSONAL LEAVE

Regular employees shall accrue personal leave on a proportionate basis according to the hours they are scheduled to work based on the following rate for a 40-hour workweek:

0-3 years - One hundred and sixty (160) hours per year, 20 days

4-6 years - Two hundred (200) hours per year, 25 days

7-9 -Two hundred forty (240) hours per year, 30 days

10 or more years- Two hundred and fifty-six (256) hours per year, 32 days

In determining years of service for the purpose of computing personal leave, all eligible service with the Borough shall be included. For employees working less than 40 hours per week, one-year equals 2080 hours worked.

Personal leave accrual for partial pay periods of service will be prorated.

Changes of Accrual Rate. Accrual rate changes will become effective the 1st day of the month following the pay period in which the employee completes the service requirement and becomes eligible for the higher accrual rate.

Accrued personal leave is available for use after an employee has completed thirty (30) continuous calendar days of employment. Employees will request personal leave as far in advance as reasonably possible. Personal leave may be scheduled when business permits, with the prior approval of the employee's immediate supervisor. Requests for personal leave will not be unreasonably denied. Once leave has been approved, the approval may not be rescinded unless the Borough Manager declares that a situation exists which requires the employee's presence on the job. In such cases, the Borough Manager will authorize reimbursement for reasonable costs associated with canceled travel.

An employee who is unable to report for work without prior approval shall report the reasons for his absence to his supervisor within two hours from the time he was expected to report to work. Failure to comply with this requirement will prohibit leave with pay for this absence.

Supervisors may consider statements explaining situations beyond the employee's control and may require a written statement from a physician to substantiate claims of illness.

Each calendar year employees who accrue personal leave at the rate of 20-25 days per year must take at least 10 days of personal leave off and employees who accrue at a higher rate must take at least 15 days off. This requirement does not apply to new employees in the calendar year they are hired. When exceptional circumstances arise, the manager may, in writing, grant a temporary extension to the leave usage requirement. Cashing out accrued leave does not meet this requirement. Annually, during the third calendar year quarter, the Borough shall remind employees of the leave usage requirement. Employees who fail to take the full required leave hours shall be considered to have forfeited those hours. The difference between the hours taken and the leave requirement shall be subtracted from the employee's personal leave account balance at the end of the year. Personal leave accrued but not used shall accumulate to a maximum of 560 hours for full-time employees and 350 hours for part-time employees.

Employees who work less than 40 hours per week shall have the mandatory leave requirement prorated based upon the number of hours the employee is regularly scheduled to work.

An employee who is separated from Borough service shall receive, within 30 days of separation, a lump sum payment of the cash value of the employee's accrued personal leave. Personal leave will not be cashed out for employees terminating within 30 days of hire.

B. LEAVE WITHOUT PAY

All regular employees may be granted leave without pay upon application to, and at the discretion and approval of, his or her supervisor. Leave without pay for more than two days in any quarter or more than five days in a fiscal year shall require the manager's approval.

An employee who is on leave without pay does not accrue personal leave, fringe benefits or other benefits of employment during the leave period. Employees may retain accrued personal leave while on leave without pay. Notwithstanding the provisions of this paragraph, an employee on leave without pay may be entitled to health benefits pursuant to COBRA.

The Borough will provide leave without pay and continuing health insurance during periods of leave without pay in accordance with the Family Medical Leave Act (FMLA) and the Alaska Family Leave Act (AFLA). AFLA leave is not cumulative with FMLA leave.

When taking leave under the FMLA or AFLA, a qualified employee must exhaust all accrued paid leave prior to entering leave without pay status. When taking leave due to pregnancy, childbirth, foster care placement or adoption, the leave entitlement must be taken consecutively.

The twelve (12) month period for utilizing leave entitlements shall commence with the first day leave is taken under the FMLA. Approved leave without pay taken under the provisions of the FMLA shall have the same effect as any other period of approved leave without pay on the employee's terms and conditions of employment, except as provided herein.

An employee may be required to recertify the qualifying reason for remaining on family leave. An employee may be required to provide a fit-for-duty statement prior to returning to work.

The parties recognize that if leave provisions in this Article are found to conflict with the FMLA, FMLA entitlements prevail.

C. PERSONAL LEAVE CASH IN POSSIBILITIES

After 12 months of continuous service, an employee who meets the leave requirement in section A of this article may cash in up to 40 hours of personal leave two times per fiscal year, provided that the employee shall retain at least 80 hours of leave in his/her account. Approved requests for payout will be processed within 30 days of receipt.

D. WITNESS AND JURY DUTY LEAVE

A regular employee who is called to serve as juror or subpoenaed as a witness shall be entitled to court leave. The request for such leave shall be supported by written documents such as a subpoena, magistrate's or other court official's statement of attendance, and request for compensation for service, per diem and travel issued by other parties.

The employee shall turn over to the Employer for deposit all moneys received from the court or other party as compensation for service, and in turn shall be paid the employee's current salary while on court leave.

E. ACTIVE MILITARY DUTY

A regular employee shall be entitled to military leave of absence without pay to serve in the Armed Forces of the United States and shall be entitled to the re-employment benefits granted under Section 9 of the Universal Military Training and Service Act, as amended, 50 U.S.C. Section 459.

F. RESERVE MILITARY DUTY OR TRAINING

A regular employee who is a member of a reserve component of the United States Armed Forces or the National Guard, is entitled to a leave of absence without loss of pay, time, or performance rating on all days during which the person is ordered to attend training duty (as distinguished from active duty), field exercises, or instruction. The leave of absence may not exceed sixteen and one-half (16.5) working days in one calendar year.

The employee shall be paid the employee's current salary while on reserve military duty and shall turn over to the Employer, for deposit, all monies received from the reserve component as compensation for service, up to the amount of the employee's regular gross salary for the same period.

G. EMERGENCY RESPONSE LEAVE

A regular employee who is certified to provide emergency fire or medical response may be granted leave from employment to provide such emergency response. In such circumstances, the employee shall request, in advance if possible, emergency response leave from his or her immediate supervisor. The supervisor shall evaluate the Employer's needs and shall not unreasonably deny the request. Unless the employee chooses to use annual leave time, the leave taken under this section shall be leave without pay.

H. LEAVE DONATIONS

Employees shall be allowed to donate personal leave and receive personal leave from employees of the Haines Borough subject to the following conditions:

1. Each employee wishing to donate personal leave will fill out, date, and sign a leave slip showing the hours of personal leave he or she wishes to donate in increments subject to a minimum of four (4) hours. The leave slip will have written or typed along the bottom, or in the space provided, "Leave donation to: (employee name)."
2. The Employer will convert the donated leave hours to dollars at the regular (annualized) hourly rate of the donor. The dollars will then be converted to hours of leave at the regular (annualized) hourly rate of the recipient, and the resulting number of hours will be added to the recipient's Donated Leave Account for use in accordance with the requirements of this Article. The total amount of leave credited to the recipient's Donated Leave Account shall not exceed three hundred (300) hours during the life of this agreement.
3. Once the donation has been transferred to the recipient's account, the donation cannot be withdrawn, modified or otherwise returned to the donor's account.
4. Donations of leave under this section will not reduce the mandatory leave usage requirements.
5. Donated leave may not be used unless and until all accrued personal leave has been exhausted. Upon termination, any balance in the Donated Leave Account shall be canceled without pay. Upon the death of an employee, the balance of the Donated Leave Account will be paid to the employee's beneficiaries at the employee's regular hourly rate. Leave may be donated to other Borough regular employees only for catastrophic events, unforeseen emergencies/circumstances, maternity/paternity leave, or illnesses. Donating personal leave for payment of services or purchases or in lieu of cash transactions is expressly prohibited.

J. SICK LEAVE

Employees with accrued sick leave, including converted sick leave as of June 30, 2019 may carry over those hours for use as provided below through June 30, 2020. As of July 1, 2020, any remaining sick leave will be removed from the employee's sick leave bank.

Use of Sick Leave

1. Sick leave may be used for personal illness or injury, or for the illness or injury of the employee's current household or immediate family member, if the latter illness or injury is such that the attendance of the employee is required, including time to travel to and return from a health care provider for treatment and required follow-up treatment.
2. Sick leave may also be used for scheduled medical appointments of the employee or, if the attendance of the employee is required, for scheduled medical appointments of the employee's current household or immediate family member. Appointments will not be made that would extend holidays or vacations without prior approval of the immediate supervisor.
3. Sick leave may be used for a medical condition of an employee that makes the employee's presence at work a danger to the health of other employees.
4. Pregnancy and childbirth qualify as medical reasons for a female employee to take sick leave.
5. The Employer may require a doctor's certificate to substantiate any medical reason for taking leave that exceeds three (3) consecutive workdays or if malingering is suspected. The Employer may also require a doctor's certificate if the reason for sick leave taken is that an employee's medical condition would jeopardize the health of other employees or that the presence of the employee was required with respect to the medical disability of an immediate family or current household member.
6. Death in the immediate family, or of a current member of the employee's household, entitles an employee to use five (5) days sick leave, unless travel outside the state is required, in which case, the employee may use up to seven (7) days of sick leave. Immediate family means spouse and any person related by blood or marriage within and including the second degree of kindred.

ARTICLE 10
PAY PERIODS

Employee pay periods shall be the 1st through the 15th, and the 16th to the end of each month. Checks shall be distributed on the fourth Borough business day following the end of the pay period for all employees, allowing for direct deposit transfers, except in the event when the fourth business day falls on a bank holiday, in which case the checks shall be distributed on the following Borough business day.

ARTICLE 11
BENEFITS

HEALTH INSURANCE:

1. Eligibility for Employer contributions:

- a. Non-temporary employees who are employed on or before July 1, 2005 and whose position is regularly scheduled for 20 or more hours of work each week shall be eligible for a health benefit contribution from the Employer.
- b. Non-temporary and non-seasonal employees who begin Borough employment after the effective date of this agreement, and whose position is regularly scheduled for 30 or more hours of work each week shall be eligible for a health benefit contribution from the Employer.
- c. Grant employees are eligible for health benefits only if grant funds cover contributions or premiums for the employee.

2. Employer Contributions:

- a. For the fiscal year beginning July 1, 2019 the Employer shall contribute one thousand four hundred and sixty-two (\$1462) per month (Employer Contribution) to the Union's health trust for each employee eligible for such contribution, as determined under Section A. 1. of this Article.

- b. For the fiscal year beginning July 1, 2020 the Employer shall contribute one thousand five hundred forty-two (\$1,542) per month to the Union's health trust for each eligible employee.
- c. For the fiscal year beginning July 1, 2021 the Employer shall contribute one thousand six hundred twenty-two (\$1,622) per month to the Union health trust for each eligible employee.
- d. The Employer's contributions shall be prorated in the event an employee's compensated hours drop below the minimum hours required for that employee to receive fringe benefits.

3. Employee Contributions:

- a. The employee shall contribute, in the form of a deduction from the employee's gross earnings, the premium balance remaining after the employer contribution is made.). The employee deduction shall be taken from the employee's gross earnings on a pre-tax basis, unless a pre-tax contribution is not allowed because coverage is provided for non-tax qualified dependents. By ratification of this agreement, all eligible employees hereby authorize such monthly deductions which shall be remitted by the Employer to the Trust by the end of the month following the month of the deduction.
 - b. Upon thirty (30) days written notice to the borough manager, on an annual basis the Union may increase the monthly contribution of all eligible employees.
4. The Employer reserves the right to select a benefit provider other than the Union's trust, provided notice is given to the Trust at least 60 days prior to the beginning of the fiscal year.
5. The Union shall hold harmless and indemnify the Employer from any claims or liabilities that might arise on account of unfunded liabilities of the Trust.
6. Either side may reopen this article during April of 2020 and 2021 to reconsider contribution rates and health benefits.

ARTICLE 12
WORKDAY, WEEK & YEAR

The regular workday for full-time employees is eight (8) hours per day and forty (40) hours per week. The regular workweek is Monday through Sunday. This workweek shall apply to all employees.

Flexible scheduling is permitted upon approval of the employer, the employee and, if legally necessary, the State of Alaska.

When shift changes are required, the affected employees will receive five working days' notice prior to implementation of the change unless special conditions, including illness and weather-related situations, arise.

Article 13
TOOLS and UNIFORMS

Employees who are required by the Employer, in writing, to furnish their own tools will receive a tool allowance of forty dollars (\$40.00) per pay period.

The Borough will furnish uniforms to all employees who are required by the Employer to wear uniforms or part of a uniform, including cold weather boots and gear (hats, gloves, underclothes, etc.).

The Borough will also furnish all employer required safety clothing and supplies.

Uniforms, safety clothing and supplies issued by the Employer remain the property of the Employer and shall be used only in the course of said employment. Employees shall return all issued items to the Employer at the termination of employment or reimburse the Employer for the replacement cost of such issued items.

ARTICLE 14
PROBATIONARY STATUS

All employees shall serve a probationary period as follows:

- All employees shall serve a probationary period of not less than six (6) months;
- An employee who has successfully completed a probationary period shall serve an additional three (3) month probationary period if they change jobs within the Borough. If the employee fails to meet probation in the new position, they shall be able to return to their previous position.
- An employee who changes jobs within the Borough before completing a six-month probationary period will serve a six-month probationary period in the new position. If the employee fails to meet probation in the new position the employer is not obligated to allow them to return to their previous position.
- All police officers shall complete a twelve (12) month probationary period as a police officer regardless of probation served outside of the police department.
- Seasonal employees shall serve a probationary period of three seasons in the same position.

Continued employment will be contingent upon a satisfactory performance. Unsatisfactory performance will result in either a one-time extension of the probationary period not to exceed ninety (90) days, or termination.

At any time during the probationary period, an employee may be terminated from service at the discretion of the manager upon prior written notice and without right of hearing or appeal. Neither an evaluation of a probationary employee nor the termination of a probationary employee is grievable.

ARTICLE 15
WAGES

A. WAGE SCHEDULE

1. Contingent on payment from the State of Alaska's School Bond Debt Reimbursement Program at a minimum of 95%.

- A. Effective July 1, 2019, The Haines Borough will adopt a Step Chart (Chart), attached to this Article as Exhibit A. It shall identify each job and the 15-step pay range applicable to that position. Each step reflects a-\$.50 increase.
- B. *Effective July 1, 2020, a 1.35% raise shall apply to Step 1 of the Haines Borough Step Chart. Each step increment will remain at \$.50. The Haines Borough Step Chart shall reflect that change.
- C. **Effective July 1, 2021, a 1.25% raise shall apply to Step 1 of the Haines Borough Step Chart. Each step increment will remain at \$.50. The Haines Borough Step Chart shall reflect that change

2. Contingent on payment from the State of Alaska's School Bond Debt Reimbursement Program from 50-94%.

- A. Effective July 1, 2019, The Haines Borough will adopt a Step Chart (Chart), attached to this Article as Exhibit B. It shall identify each job and the 15-step pay range applicable to that position. Each step reflects a-\$.50 increase.
- B. *Effective July 1, 2020, a 1.25% raise shall apply to Step 1 of the Haines Borough Step Chart. Each step increment will remain at \$.50. The Haines Borough Step Chart shall reflect that change.
- C. **Effective July 1, 2021, a 1.25% raise shall apply to Step 1 of the Haines Borough Step Chart. Each step increment will remain at \$.50. The Haines Borough Step Chart shall reflect that change

3. Contingent on payment from the State of Alaska's School Bond Debt Reimbursement Program from 0-49%.

- D. Effective July 1, 2019, The Haines Borough will adopt a Step Chart (Chart), attached to this Article as Exhibit B. It shall identify each job and the 15-step pay range applicable to that position. Each step reflects a-\$.50 increase.
- E. *Effective July 1, 2020, a 1.25% raise shall apply to Step 1 of the Haines Borough Step Chart. Each step increment will remain at \$.50. The Haines Borough Step Chart shall reflect that change.

- F. ****Effective July 1, 2021, a 1.25% raise shall apply to Step 1 of the Haines Borough Step Chart. Each step increment will remain at \$.50. The Haines Borough Step Chart shall reflect that change**

*If the combined State School Debt Reimbursement and Community Assistance Program for FY21 is reduced by 30% or more from the FY20 level, a 0.5% increase to step 1 on the wage chart will be applied.

**If the combined State School Debt Reimbursement and Community Assistance Program for FY22 is reduced by 30% or more from the FY20 level, a 0.5% increase to step 1 on the wage chart will be applied.

On July 1 of each year during the terms of this contract employees who have received an acceptable+ performance evaluation and who have been at or above the highest step on the range for their position for one year or more will receive a 1% increase to their hourly wage.

The parties have agreed to the wage assignments on the basis of the nature and/or requirements of each job position, including but not limited to, skill, experience, education, certification, responsibility and supervision required of the position, criticality of the position and hazards of the position.

Wages for job positions shall follow and be governed by the Chart.

Employees other than salaried employees are expected to begin employment at Step 1 of the particular position being filled. The Manager may authorize an advanced step appointment of up to Step 5 on the chart for a newly appointed employee on account of an appointee's exceptional qualifications or where recruitment at the Step 1 rate has failed. The Manager, with agreement of the Union and Union Steward and based on special and rare circumstances, may appoint an employee above Step 5. The same procedure will be followed for appointment of salaried employees above a Step 5.

B. OVERTIME

An employee directed to work more than forty (40) hours per week, shall be paid overtime at 1.5 times the base hourly rate of pay for all overtime hours worked when mandated by the FLSA. Regular scheduled shifts will not be altered as a means to prevent overtime pay without 24 hours prior notice, unless mutually agreeable to both parties. Overtime shall be distributed as evenly as possible among the employees of each department.

C. COMPENSATORY TIME

If mutually agreed upon by the employee and the employee's department head and approved by the Borough Manager, compensatory time may be given in lieu of pay when an employee's compensation for the week, including holiday pay, paid leave, and hours worked exceeds 40 hours. Compensatory time shall accrue at the same rate number of hours as if the employee had been paid for the work (i.e. 1 hour of compensatory time shall accrue for each straight time hour and 1.5 hours of compensatory time shall accrue for each overtime hour). Compensatory time may not be accumulated in excess of 40 hours.

D. CALL OUT TIME

When an employee is called back to work by their supervisor or other authorized borough employee after the completion of his/her regular shift, he/she shall be paid either two (2) hours overtime or for the actual time worked at the overtime rate, whichever is greater. Emergency dispatch tone outs do not call employees back to work for the purpose of this section.

E. STANDBY TIME

Water, sewer and police department employees are eligible for standby pay. Police department employees scheduled to be on standby shall be paid \$8.00 per hour. Non-salaried water and sewer employees will earn \$80 for each weekend day or holiday of scheduled standby. Standby employees who are called out shall be paid at their appropriate rate for the hours worked.

F. SHIFT DIFFERENTIAL

Dispatchers, patrol officers, and the police sergeant are eligible for shift differential. Hours worked between 4 p.m. and 11:59 p.m. shall receive an additional \$.80/hr swing shift differential added to their base hourly rate. Hours worked between midnight and 7:59 a.m. shall have an additional \$1.60/hr graveyard shift differential added to their base hourly rate. Shift differential applies only to hours worked.

G. STEP ADVANCEMENT

Beginning on July 1, 2020, on July 1st of each year all employees who have completed 500 hours of employment since receiving their most recent step advancement, as well as new employees who have completed their first 500 hours of employment, shall be eligible for a 1 step advancement with an acceptable+ evaluation regardless of probationary status.

Evaluations of bargaining unit employees are due March 1 annually.

A merit increase of an additional step may be recommended to the manager by the evaluating supervisor. All recommendations for merit steps by a supervisor must be justified. All supervisor recommendations for merit increases that are denied by the manager will be provided with a written explanation.

The Manager will prescribe the form for performance evaluations, which shall be conducted at least once a year. Performance evaluations for seasonal employees shall be conducted at the end of each work season. At the time of hire, employees shall be advised of the performance standards expected and upon which evaluations will be based. Performance evaluations will be in writing and will be based on quantity of work, quality of work, employee conduct and other relevant requirements used to measure job performance. Employees shall receive, review and discuss their performance evaluations with the supervisors, who shall, if appropriate, make suggestions for ways in which the employee's performance may be improved.

The parties acknowledge that employee evaluations are an exercise of management rights. An employee who disagrees with the contents of an evaluation may submit a written statement or rebuttal to the evaluation within 10 days of its receipt. Within 10 days of rebuttal receipt the Borough Manager shall make a review. The review shall include a meeting with the department head manager and employee. After review, the Borough Manager shall decide whether to

modify or sustain the evaluation, which decision shall be final and binding and shall conclude the matter. Said Statement of rebuttal and documentation of the Borough Manager's review shall be attached to the final evaluation and included in the employee's personnel file. Established review policies of a component unit shall precede a review by the Borough Manager.

On or before July 1st of every year, the employer shall provide notice to those employees who are eligible for a pay increase if the increase has been granted.

All step increases are subject to the authorization and appropriation of funds by the Borough Assembly and shall be effective July 1 of the year granted. In the event Borough revenues, excluding grant funds, are sufficient to cover the step advancements without requiring the reduction or elimination of other services, and the Borough Assembly fails without good cause to appropriate funds for such step advancements, and after reconvening the parties are unable to resolve the matter, the parties agree that the provisions of Article 6, Negotiations shall be followed. The provisions of Article 17 (No Strike Clause) shall be waived only after efforts to resolve the dispute through the processes in Article 18 have been exhausted.

In no event shall the waiver of Article 17 (No Strike Clause) referenced in this section apply to port and harbor security personnel.

1. Step Placement Upon Promotion. Each employee promoted under the provisions of this Agreement will move to a wage grade of the higher classification which provides them with a wage increase.

2. Step Placement Upon Demotion. Each employee demoted under the provisions of this Agreement shall move to the step commensurate with the employee's experience, knowledge and responsibilities in the new position.

H. TRAVEL TIME

Travel outside of regularly scheduled work hours will be paid for actual time actively traveling up to eight (8) hours per day of straight travel time.

I. TEMPORARY UPGRADES

Interim pay: When an employee is appointed to fill in a vacant position in a higher classification that employee will receive an additional 20% above their normal pay rate for all time worked in that status for the first 90 calendar days of appointment. After 90 calendar days the employee will receive 25% above their normal pay rate.

Acting Pay: When an employee is temporarily assigned to perform the duties of a position in a higher classification for more than 15 consecutive calendar days they will be paid 10% above their normal pay rate for all time worked in that status.

J. SALARIED EMPLOYEES

Management may, with the agreement of the employee, union rep and steward (if there is no steward the union's negotiating team will fill in), establish a salary for individuals who meet the FLSA definition of a salaried employee. The salary may be set at a range and step on the chart. These salary agreements will be made in accordance with all other provisions of this collective bargaining agreement and be memorialized in a letter. -With adoption of the new wage schedule, it is recognized that the Harbormaster's wages are outside of the existing step chart. For the term of this agreement, the Harbormasters position shall be guaranteed the percentage increase and eligible for the step increases as described herein.

ARTICLE 16
CONTRACTING OUT

When replacing an employee, a cost-benefit analysis must show the same level of service being performed by a unit member can be outsourced at a lower overall cost, and if the Employer determines it is in the Employer's best interest to contract for the service, the Manager shall notify the Union in writing within 20 working days of the Employer's determination and provide the Union with an opportunity to comment on the proposed contract prior to implementation of the contract. In such instances, the Employer will require the contractor to pay their employees at least the same wage rate as the displaced borough employee(s) plus at least an additional \$5.00/hour in lieu of benefits.

Work that has historically been performed by non-unit members may continue to be performed in the same manner.

ARTICLE 17
NO STRIKE CLAUSE

The Union agrees that during the term of the Agreement it will not cause, authorize, condone, sanction, support, or take part in any strike, walkout, work stoppage, concerted refusal to report for work, work slowdown, withholding of service or other work interference for any reason. The Employer agrees that during the term of this Agreement there shall be no lockout of employees.

ARTICLE 18
GRIEVANCE PROCEDURE

A. GRIEVANCE PROCEDURE

It is the intent of the Borough and the Union that employees and supervisors shall strive to anticipate and correct any situation that might lead to a grievance and thus, to the fullest extent possible, prevent grievances from happening. The parties recognize, however, that genuine grievances do arise in the best of work environments.

1. A grievance shall be defined as any difference, controversy or dispute arising between the Union or an employee of the bargaining unit and the Employer involving the interpretation, application or alleged violation of any provision of this Agreement. This grievance procedure shall provide the sole means of settling said difference, dispute or controversy. This includes disputes regarding whether any particular controversy is subject to this grievance procedure.

2. A member of the bargaining unit must first contact the Union to discuss if the grievance is subject to this grievance procedure. If the Union believes the grievance is not subject to this grievance procedure it shall inform both the bargaining unit member and the employer of this determination.

3. The museum Director is supervised by the Sheldon Museum Board of Trustees. The Director shall register grievance with the Union and attempt Step One resolution with the Board of Trustees. Subsequent steps two, three and four are as described below. All other museum bargaining unit employees follow the procedure described in Steps One through Four.

4. Prior to or concurrent with filing of the written grievance (Step One) the employee and/or Steward may attempt to resolve the dispute informally by speaking with the immediate supervisor.

STEP ONE: The aggrieved shall file a written grievance with a Steward or designated representative of the Union within fifteen (15) working days of the date of the disputed action or the date the employee is made aware of the action.

The Steward or designated representative shall notify the employee's supervisor, the department director or the clerk's designee of the formal filing: a meeting shall be set to discuss the issue. The party with whom the grievance is filed must provide a written answer to the aggrieved within ten (10) working days of the notice of grievance describing corrective action and whether the grievance is denied or granted in total or in part.

If the grievance involves the actions of some whose "immediate supervisor" is the Borough Manager, the grievance process may be initiated at Step Two B rather than Step One.

STEP TWO: Should the parties fail to come to an agreement at Step One, the grievance shall be submitted in writing to the Borough Manager within ten (10) working days of the receipt of the Step One response. The Steward or designated Union representative shall meet with the Manager or other designated representative of the Borough to discuss the grievance and attempt to resolve it. The Borough shall answer the Union's Step Two submittal within fifteen (15) working days of receipt, in writing. If the grievance cannot be settled within twenty (20) working days after receipt by the Borough, either party may proceed to Step Three of this article by notifying the other party in writing.

STEP TWO B: FOR DEPARTMENT HEADS OR THOSE WHOSE IMMEDIATE SUPERVISOR IS THE MANAGER: Should the parties fail to come to an agreement at the previous step, the grievance shall be referred in writing to the Borough Mayor within ten (10) working days of the receipt of the Step's response. The Mayor shall schedule a date within ten (10) working days for the Mayor and the Personnel Committee to meet with a Union representative to discuss the grievance and attempt to resolve it. The Mayor shall provide the decision of the Personnel Committee in writing to the Union within Fifteen working days of the receipt of notice. If the grievance cannot be settled at this Step, either party may proceed to the next Step.

STEP THREE: The decision of the Manager may be appealed to the Mayor as provided for in Step Two B.

STEP FOUR: Arbitration. Any grievance, which involves the application or interpretation of the terms of this agreement, which is not settled at Step Three, may be submitted to

arbitration for settlement. If either party desires to move to arbitration, the request must be made in writing within twenty (20) working days of the receipt of the Step Three response. The parties will meet within the ten (10) working days to select an arbitrator.

B. BOARD OF ARBITRATION

1. Within thirty (30) days of the signing of this Agreement, the Union will request from the United States Federal Mediation and Conciliation Service or other agreed upon mediation or arbitration service the names of seven (7) qualified arbitrators. Either party may, at any time, request a new list of arbitrators during the life of this Agreement. Such list shall be effective upon its receipt.
2. In the event that arbitration becomes necessary, the arbiter will be selected by the Union and the Employer by alternately striking from the list one (1) name at a time until only one (1) name remains on the list. The name of the arbitrator remaining on the list shall be accepted by the parties, and arbitration shall commence within fifteen (15) calendar days thereafter, unless otherwise mutually agreed to by both parties.
3. During the process of the above procedure, there shall be no strike or lockout, which is in any manner related to this grievance. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby.
4. The authority of the arbitrator shall be limited to questions directly involving the interpretation or application of specific provisions of this Agreement and no other matter shall be subject to arbitration hereunder. The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement, to change an existing wage rate, or to establish a new wage rate. Should either party fail or refuse to abide by the arbitrator's decision, the prevailing party shall be free to take whatever action it deems necessary, and such action will not be considered in violation of the Agreement.
5. The arbitrator shall render a decision within thirty (30) days following the final day or arbitration hearing unless mutually agreed to by both parties. Expenses incident to the services of the arbitrator shall be borne by the losing party. If, in the opinion of the

arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable.

C. Time Limits Extended Upon Mutual Consent. The time limits set forth in this Article may be extended upon mutual written consent of the Employer and the Union.

D. No Penalty for Grievance. Employees shall be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievance.

ARTICLE 19 **EMPLOYMENT PRACTICES**

A. Personnel File. A personnel file will be maintained for each Employee in Human Resources. Information contained in the personnel file will, in accordance with the Employer's policy, be kept confidential absent a legal obligation requiring disclosure, and will include but not be limited to: employment application and supporting materials, transfer applications and supporting documentation, performance appraisals, benefit information, certification and training records, letters commendation and recognition, payroll information and records of disciplinary action. Any employee may request copies of their own personnel files upon three-business-days' notice or may review, in the presence of the borough manager or designee, their own personnel file upon 24-business-hours' notice. Documentation regarding rate of pay, reason for termination, change in employment status and leaves of absence shall be in writing with a copy provided to the Employee. The Employee shall receive a copy of any material commending the Employee that is placed in the Employee's personnel file. Upon written request from an Employee or a representative of the Union, if authorized by the Employee with a written waiver and release of confidentiality, Human resources will provide copies of the Employees personnel file.

B. Discipline and Discharge. Except as provided under Article 14 of this Agreement, Probationary Status, no employee shall be disciplined or discharged except for just cause. "Just Cause" shall be defined to include the concept of progressive discipline (such as verbal and written counseling and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the Employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. An Employee may request the attendance of a Union representative during any disciplinary meeting or investigatory meeting which may lead to disciplinary action.

C. Personnel Matters. The Employer and Union agree that all personnel matters are confidential and shall treat personnel matters in a confidential manner absent a legal obligation requiring disclosure.

ARTICLE 20

STEWARDS

The Union may authorize a steward upon written notice to the Employer. The ratio of stewards shall not exceed one (1) steward for each thirty (30) bargaining unit members in the entire bargaining unit.

A. The stewards shall be the first point of contact for management and members, regarding handling disputes, complaints and grievances under this Agreement. Stewards shall suffer no loss in compensation for time spent handling complaints and grievances. Release from work to perform steward functions will normally be pre-approved and will not be unreasonably denied.

B. During the term of this contract, Union Stewards shall be allowed up to twenty-four (24) hours of administrative leave for steward training, on a biennial basis. Any training time not used in any contract year does not carry over to succeeding years.

The Employer may make recommendations to the content of the training provided under this section.

C. Stewards shall be allowed to post Union information in employee only areas of Borough buildings and may distribute Union information to other bargaining unit members at their workstations provided it does not interfere with the members' or other employees' work.

Article 21

CONCLUSION OF COLLECTIVE BARGAINING

This Agreement is the entire Agreement between the Employer and the Union. The parties acknowledge that they have fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. Neither party shall be required, during the term of this Agreement, to negotiate or bargain on any other issue.

ARTICLE 22
TERM OF AGREEMENT

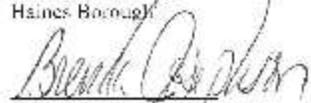
This Agreement shall become effective July 1, 2019, and remain in effect through June 30, 2022. Either party may give written notice during the period January 1, 2022 through February 1, 2022, of its desire to negotiate a successor agreement. Negotiations shall commence on or after February 1, 2022.

Haines Borough


Debra Schmale
Borough Manager
Haines Borough


Jan Hie
Mayor
Haines Borough


Stephanie Scott
Borough Assembly
Haines Borough

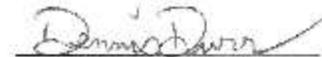

Brenda Josephson
Borough Assembly
Haines Borough

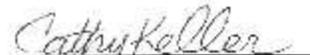

Aekka Fullerton
Borough Clerk
Haines Borough


Jila Star
Chief Financial Officer
Haines Borough

Haines Borough Employees


Trenton English
Public Employees Local 71


Dennis Durr
Haines Borough Employee


Cathy Keller
Haines Borough Employee


Rebecca Heaton
Haines Borough Employee


Le Bryan
Haines Borough Employee


Jane Clark
Haines Borough Employee


Josh Dryden
Haines Borough Employee

