Collective Bargaining Agreement

by and between the

Petersburg Borough
and the
Petersburg Municipal Employees Association

2017 – 2020

Represented by the

Alaska Public Employees Association/AFT

APEA/AFT

Petersburg Municipal Employees Association
Collective Bargaining Agreement
July 1, 2017 - June 30, 2020

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PREAMBLE

With the goal of having an agreement that is fair to the employees, to the Petersburg Borough and to the public, the Petersburg Borough, hereinafter called the "Employer" or "Borough", and Petersburg Municipal Employees Association through the Alaska Public Employees Association/AFT, hereinafter called the "Union" or "Association", do enter into, establish and agree to the following conditions of employment.

ARTICLE 1
POLICY AND PURPOSE

1.1 It is the policy of the Employer and the Association to promote harmonious and cooperative relations between employees and the employer, to protect the public by assuring orderly and effective operations of government and to maintain merit principles among Borough employees. This policy is effectuated by the provisions of the Alaska Public Employment Relations Act, AS 23.40.

ARTICLE 2
RECOGNITION

2.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for most Borough employees. This Agreement shall cover both supervisory and non-supervisory employees, except for elected officials, the Borough manager, administrative officers of the Borough, temporary employees, and all electric department employees represented by the IBEW.

ARTICLE 3
ASSOCIATION SECURITY

3.1 All employees coming within the classifications covered by this Agreement who are not already Union members may make application to join the union. Upon written request by the Association, an employee covered by this Agreement, who has been employed for more than thirty (30) calendar days and who is not complying with the Association security provisions of this Agreement, shall be terminated by the Employer.

(a) A Union representative will be allowed to meet with all newly hired bargaining employees, without charge to the pay or leave time of the employees, for a minimum of 60 minutes within 7 calendar days from the date of hire in a new employee orientation.

(b) The Employer agrees that it will not make recommendations to employees regarding membership in or payment of dues to the Union, including whether to join, to resign or relinquish membership in the Union or to revoke authorization of the deduction of fees to the Union. Questions regarding union membership and dues payments will be directed to the Union.

(c) The Employer agrees that it will not disclose home addresses, personal telephone number(s), personal cell phone number(s), or personal e-mail address(es) of any employees except to the Union unless required by law.

(d) Nothing in this agreement is intended to address the rights of the Union to establish policies under which a nonmember is denied Union representation or charged for the cost of a grievance and/or arbitration filed at the request of the nonmember.

3.2 These provisions shall not be construed as denying the Employer the right to select its employees regardless of whether such employees are members of the Association.

3.3 The Employer shall provide to the PMEA Secretary Treasurer a copy of all status change forms from the hiring, termination or leave without pay status of PMEA covered employees or temporary employees. The status change form shall contain he name of the employee, job classification, job status, reason for the hire (pertains to temporary hires only), and the date of hire or termination. The Employer shall also deduct from wages of employees covered by this agreement and pay over to the proper officers of the Association, the membership dues of the members of the Association who individually and voluntarily authorize such deductions in writing. The check off authorization form shall be approved by the Employer and the Association and shall be provided to the employee by the Employer upon appointment to a position covered under this Agreement. In the event an employee does not authorize dues deduction before the end of the first pay period after appointment, the Employer will notify the Association, who shall assume the responsibility for collecting the dues until such time as a dues check-off

form is submitted.

3.4 The Employer will not be held liable for check off errors, but will make proper adjustment with the Association for errors as soon as possible.

3.5 The Association shall have the right to use bulletin boards previously designated by the Employer for posting official Association notices and bulletins.

3.6 No other employee or member of the Association, outside of the Association Representatives or its appointed Employee Representatives, shall represent the Association. Representatives shall be allowed access to the workplace upon prior notice to the Borough Manager, or appropriate Department Head, so long as such access does not unreasonably disrupt operators of the Borough.

3.7 Employee Representatives

(a) The Association may appoint up to four (4) Employee Representatives and so notify the Employer as to their names and specific duties. Employee Representative shall perform work for the Employer to the same extent as other employees. After giving notice of having made an appointment, authorized Employee Representatives shall be allowed admission to any shop or job at any reasonable time for the purpose of union business. Such Employee Representatives shall confine their activities involving union business to matters relating to this Agreement and shall not interfere with the work of employees or the Employer's operations. Any time off granted under this provision shall be charged to the Association Leave Bank.

(b) Under normal circumstances, Employee Representatives shall make reasonable efforts to schedule representation meetings outside of normal working hours. In the event such representation duties require absence from work, the Employee Representative shall obtain verbal approval from the effected Department Heads or the Manager in the Department Head's absence, prior to scheduling a meeting that will take time away from the employee and Employee Representative's normal work duties. Approval will be granted so long as business permits. Once the Employee Representative returns to the worksite the Employee Representative shall fill out a Status Change form stating the reason for the leave and the length of absence for purposes of use of Association Leave.

(c) Employee Representatives shall be allowed to take the appropriate

number of hours or days off necessary to attend to the circumstance or event so long as it does not interfere with normal work duties. Any time off granted under this provision shall be charged to the Association Leave Bank.

3.8 Association Leave Bank

(a) There is hereby created an Association Leave Bank which shall be administered by the Employer with a quarterly report of the balance and withdrawals provided to the Association. Annual transfers of five (5) hours of paid time off from each full-time member and two (2) hours of paid time off from part-time and full-time seasonal members shall occur with the first payroll period after the start of each fiscal year at the request of the union. All new members shall be assessed two (2) hours of paid time off when the member's balance is at least one (1) day or more and such leave shall be transferred to the Bank

(b) When an employee wishes to attend scheduled events approved by the association for use of Association Leave, the employee shall first fill out a Status Change form indicating the purpose of the Association Leave and obtain the signature of an authorized Association Official authorizing the use of Association Leave. In addition, the Employee Representative must obtain approval from the Department Head to take time off prior to the use of such leave. Approval will be granted so long as business permits. Leave approval shall be considered final after the Personnel Officer confirms that there are a sufficient number of hours available in the Leave Bank for use by the employee.

(c) If insufficient hours remain in the Association Leave Bank, the Employer shall be reimbursed the cost of salary and benefits incurred by Employee Representatives, Association Officers, or other Bargaining Unit Members while engaging in Association activities.

(d) The Association Leave Bank will be for purposes of contract negotiations, executive meetings, dealing with grievances, training sponsored by the Association, attendance at arbitration hearings as witnesses for the Association, and other purposes as may be authorized by the Association. Withdrawals from the Association Leave Bank shall be made only by the Association by application to the Department Head on the Employer's standard Status Change form and shall be approved by the Association Chair. Approval may not be unreasonably withheld. All paid

time off transferred to the Association Leave Bank is final and not recoverable for credit to an individual's paid time off account. Attendance at Labor/Management Committee meetings and Committee assigned follow-up work shall not require the use of Association Leave.

3.9 Where there is appropriate available meeting space in Employer owned or leased buildings, this space may be used for meetings by the Association at no cost to the Association with reasonable notice to the Employer. Approval shall not be unreasonably denied.

3.10 The Employer will not in any manner, directly or indirectly, attempt to interfere with matters between any of its employees and the Association; it will not in any manner restrain or attempt to restrain any employee from belonging to the Association or from taking an active part in the Association; the Employer will not discriminate against any employees because of their Association membership or Association activities.

ARTICLE 4
NO STRIKE - NO LOCK OUT

4.1 This Agreement is a guarantee by both parties that there will be neither strikes nor lockouts during the life of the Agreement. The Association and employees further agree that they will not sanction aid or abet, encourage or continue any work stoppages, strike, sympathy strike, picketing, sickouts, 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 5
MANAGEMENT RIGHTS

5.1 The Association recognizes that any and all rights, not in conflict with this Agreement, concerned with the management of the Employer and the direction of the working forces shall be vested exclusively with the Employer. Management rights and responsibilities shall include, but are not limited to, the right to:

(a) Determine the overall mission and purpose of the Employer;

(b) Maintain and improve the efficiency and effectiveness of the Borough to provide its citizens and taxpayers with adequate and reliable municipal services at the lowest cost possible;

(c) Determine the services to be rendered, the operations to be performed, the technology to be utilized, or the matters to be budgeted and the priorities therefore;

(d) Determine the overall methods, processes, means, job classifications and descriptions, work schedules, work assignments, and personnel by which the work of the Employer is to be conducted;

(e) Direct, supervise, hire, recruit, select, promote, train, evaluate, transfer within a job classification, assign, and schedule employees;

(f) Discipline employees for just cause;

(g) Lay off employees from duties because of lack of work or funds or under conditions where the Employer determines that continued work would be inefficient or nonproductive;

(h) Adopt policies, rules, regulations, educational programs, safety programs and any other measures, not in conflict with this Agreement, necessary to assure the efficient and effective operations of the Employer;

(i) Contract out work as long as no employee covered by this agreement will be laid off or have their normal hours of work cut; and

(j) Use volunteers to supplement Borough services without displacing incumbent staff or using volunteers to perform a whole program or activity.

ARTICLE 6
COMPLAINT RESOLUTION/ GRIEVANCE-ARBITRATION PROCEDURES

6.1 Complaint Procedure. Having a desire to promote and maintain labor relations harmony, the parties agree that they will promptly attempt to adjust all

complaints arising between them. If a complaint not involving the interpretation or application of this contract arises between an employee and the employer, the employee may utilize the Employer's Complaint Resolution Procedure, as may be amended from time to time, in an attempt to resolve his or her complaint. The employee may request the presence of an Employee Representative during the complaint resolution process.

6.2 Grievance Procedure. A grievance shall be defined as any controversy or dispute involving the application or interpretation of the terms of this Agreement arising between APEA/AFT or an employee or employees and the Employer. The following procedures shall be the sole and exclusive method of resolving such disputes:

(a) Step One: Non-Bargaining Unit Supervisor. An association Representative shall submit a written grievance on behalf of the grievant to the grievant's first supervisor outside of the bargaining unit. The Association shall file the grievance within fourteen (14) calendar days after the grievant knew or should have known that the grievant had a grievance, whichever is earlier. The Association Representative, with or without the aggrieved employee, and the Department Head may meet to discuss the grievance. The Department Head shall respond in writing within fourteen (14) calendar days of the Step One filing.

(b) Step Two: If satisfactory resolution is not reached at Step One, the grievance shall be submitted in writing to the Borough Manager by the Association within fourteen (14) calendar days of the receipt of the Step One grievance response. The grievance must specify the article and section of the contract where there was an alleged violation and the remedy that is requested for the violation. The Association Representative and the Manager may meet to discuss the grievance. The Manager shall respond in writing within fourteen (14) calendar days of the Step Two filing.

(c) Step Three – Arbitration: If not settled at Step Two, the Association may submit the grievance to final and binding arbitration within ten (10) calendar days following receipt of the Manager's Step Two response. Within ten (10) days after submitting the grievance to binding arbitration the parties shall request a list of seven (7) qualified arbitrators from FMCS to be supplied to both parties. Any costs of obtaining the list shall be borne equally by the parties. The parties will convene within fourteen (14) calendar days after receipt of the list to strike names. APEA/AFT shall

contact the Borough to strike names.

(d) Class Action Grievances: Class Action grievances will be submitted by the APEA/AFT Representative at Step Two to the Manager. A "class action grievance" is a situation that allegedly adversely affects two (2) or more employees in the same manner or a situation where APEA/AFT believes the Employer has violated the Agreement. The grievance must state clearly and specifically the relief sought, the provisions of the Agreement alleged to have been violated, and the specific nature of each violation. Failure to file a class action grievance does not bar the filing of a grievance subsequently on behalf of an employee.

6.3 Filing Procedures and Time Limits. Any grievance not filed according to the procedures described in the foregoing Section shall be deemed to have been waived and shall not be entitled to further consideration. Failure by the employee or the Association to process the grievance through all the steps of the grievance/arbitration procedure within the time frame of each step shall constitute abandonment of the grievance. Failure by the Employer to process Steps One and Two of the grievance/arbitration procedure within the time frame of each step shall result in the written relief sought being granted on a non-precedent setting basis. Posting by registered mail, by fax, email with confirmation of receipt from the other party or hand delivery to the intended recipient within the time frame allotted will constitute satisfaction of time frame requirements. Time frames may be extended only by written agreement between the Employer and the Association.

6.4 Selection of Arbitrator for Hearing. The parties will select the Arbitrator by striking alternatives from FMCS's supplied list. Who strikes the first name will be determined by coin toss. The name of the Arbitrator remaining on the list shall be accepted by the parties as the Arbitrator. The Borough will notify the Arbitrator of their selection, with a copy to APEA/AFT. Arbitration shall be scheduled on a date agreed to by all parties.

6.5 The Arbitrator's Function is to Interpret the Agreement. The Arbitrator's authority is limited to considering the particular issue(s) set forth in the written grievance by the Association and the written response by the Employer. 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 of 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, the arbitrator shall have no authority to change or restrict the Employer's action or inaction or to substitute the Arbitrator's own judgment for that of the Employer. Unless a specific provision of this Agreement expressly grants the Association 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 Association or employees.

6.6 Either party may present procedural issues to the Arbitrator at or in advance of the arbitration hearing on the merits of the case. If either party presents a procedural issue to the Arbitrator in advance of the hearing, that shall be done in writing not less than thirty (30) days prior to the arbitration hearing, with simultaneous copy to the other party. The moving party shall identify with specificity the procedural issue(s) that it wishes the Arbitrator to resolve, the reasons that support its request and the relief requested. The responding party shall have fourteen (14) calendar days to respond in writing to the Arbitrator regarding its position, the reasons therefore, and requested relief, if any, with copy to the moving party. The Arbitrator may request either or both parties to further explain in writing their respective position(s), conduct a telephonic conference to discuss or receive further information regarding procedural issues(s), or take such other action as the Arbitrator deems necessary or useful in deciding the procedural issues. The Arbitrator shall render a timely written decision regarding the procedural issues which decision shall govern further proceedings in that case unless thereafter revoked or amended by the Arbitrator. As used here, the phrase "procedural issue" means one or more arbitration-related issues, not having to do with the merits of the case, including but not limited to issues regarding the hearing date, times and location, continuances, order of presentation of cases, availability of witnesses, consolidation of similar cases for hearing, whether the case or any issues in the case are precluded by prior decision or action of the parties, and other pre-hearing issues related to or arising out of the case at hand. Nothing herein shall be deemed as preventing the parties from submitting joint or mutual requests to the Arbitrator regarding procedural issues.

6.7 The losing party, as determined by the Arbitrator, will be assessed the full cost of the Arbitrator's fee. If the Arbitrator deems that there is no losing party, the Arbitrator may apportion the fees as the Arbitrator sees fit. 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, unless the employer objects to the

Association's witnesses on the grounds that their testimony is irrelative and unduly repetitious and the Arbitrator agrees with the Employer's objections.

ARTICLE 7
SENIORITY AND LAYOFFS

7.1 Seniority means the total length of service and continuous employment with the Employer in positions covered by this Agreement. Employees shall not accumulate seniority during their probationary period. After an employee has completed their probationary period and has been granted regular status, their seniority shall be dated from the date of their employment. Leave without pay shall not be used in the calculation of seniority.

(a) Seniority for Police Officers shall be determined first by rank and then time in rank.

(b) Seniority for seasonal employees shall be calculated based on total months of service deducting any time on seasonal layoff. Seniority established prior to the effective date of this Agreement shall remain unchanged.

7.2 The seniority of an employee shall terminate under any of the following conditions:

(a) When laid off for a period of twenty-four (24) consecutive months;

(b) When an employee resigns from employment with the Employer;

(c) When an employee is discharged for just cause; or

(d) When an employee temporarily laid off fails to return to work within fourteen (14) calendar days after written notice by certified mail to the employee's last known address (or delivered to the employee personally) requesting such return, and if such employee fails to notify the Employer of the employee's intention to return to work within forty-eight (48) hours after receiving such notification or arrange for a mutually agreeable return date.

7.3 Employees with the highest seniority shall be given first preference in the

selection of shifts beginning with the descending order of most senior employee. For the purposes of the twenty-four (24) hour per day schedule for Resident Assistants at Mountain View Manor, full-time RAs, in order of seniority, will be scheduled first; part-time RAs, in order of seniority, will be scheduled next. Seniority shall also prevail in the scheduling of paid time off insofar as practical in the best interest of service. In no case shall a less senior employee's approved paid time off be pre-empted by a more senior employee's paid time off request.

7.4 Should the Employer deem it necessary to lay off any regular employee for any reason, the Employer shall give the affected employee notice in writing - twenty-eight (28) calendar days in advance, or in lieu of such notice ten (10) days' pay at the employee's regular rate of pay at the time of such layoff.

7.5 No layoffs will be made while the Employer has temporary employees in positions for which the employee to be laid off is qualified. While employees are in layoff status no temporary employees may be hired for positions for which the laid off persons are qualified without first allowing the laid off employees the option of taking the temporary position.

7.6 Accepting temporary employment with the Borough shall not affect a laid off employee's return rights to permanent positions. If a laid off employee accepts a permanent job with the Borough at or above the employee's former pay level, the employee shall lose the right to recall under this Article to the employee's former position. Accepting employment in a permanent position below an employee's former pay level does not affect recall rights. Discharge for cause from a Borough position will result in the loss of recall rights.

7.7 When any layoffs are made within a department, senior employees may displace junior employees of equal or lower rank or classification, provided the senior employee is qualified to fill the position occupied by the junior employee.

7.8 When vacancies occur in job classifications in which employees are on layoff, the employees shall be recalled in order of their seniority, provided required qualifications, skills and abilities are equal.

7.9 Layoff return rights expire twenty-four (24) months after the effective date of layoff.

ARTICLE 8
DISCIPLINE DISCHARGE AND RESIGNATION

8.1 No regular (non-probationary) employee shall be disciplined without just cause. The Borough will follow the principle of progressive discipline. Progressive discipline steps may include but are not limited to:

Written Warning,
Written Reprimand,
Suspension,
Discharge

8.2 (a) The Employer shall notify PMEA employees of meetings to be held that may result in discipline in writing. The notification shall include the purpose of the meeting, the date, time and place that the meeting will be held and that the employee has the right to request union representation. Also, the notification will allow adequate time to arrange for appropriate representation to be secured if the employee so desires.

(b) Upon written request to the Manager an employee may request any disciplinary action to be removed from their personnel file. The Borough Manager may remove any disciplinary action.

8.3 An employee who intends to terminate service with the Employer shall submit a written resignation to the employee's supervisor stating employee's last date of employment. Resignations shall be submitted as early as possible, but at least two (2) weeks before the final work day unless mutually agreed beforehand between the Employer and the Association. A copy of the employee's resignation shall be attached to the form effecting separation, be filed in the employee's personnel file, and sent to the Association. At the Employer's option, the employee may be paid two (2) weeks full pay and benefits and allowed to leave employment immediately.

8.4 An employee who quits voluntarily may be interviewed by human resources.

ARTICLE 9
LEAVES OF ABSENCE

9.1 The Employer may authorize a leave of absence without pay, not in excess of ninety (90) calendar days. Such leaves of absence shall be deducted for seniority purposes. In special cases of long-term disability and when agreed by both the Association and the Employer, an additional ninety (90) days leave of absence without pay may be granted.

ARTICLE 10
CLASSIFICATION OF EMPLOYEES

10.1 Employees shall be classified as regular employees upon successful completion of their initial probationary period. Regular or probationary employees may be:

(a) Full-time: Where work involves forty (40) hours a week or more on a regular basis; and

(b) Part-time: Where the work involved is to be done during a portion of a work day or work week and totals less than forty (40) hours a week on a regular basis. Part-time employees shall receive benefits on a pro rata basis according to the number of hours worked to the extent they are eligible to receive such benefits.

(c) Seasonal: Where the work is assigned on a seasonal basis.

(d) Permanent On-Call: Where the work is assigned on an as-needed basis. The employee will not have regularly scheduled hours of work and will only be called to fill in vacant shifts after those shifts have been offered to permanent part-time employees, except that the Borough may limit its overtime liability.

10.2 The Borough may employ temporary employees to work a limited period of time, not to exceed six (6) months, to augment employees or to relieve employees during periods of paid time off, or for a specific project of limited duration. When a temporary employee is hired the Borough must immediately inform the union of the name of the temporary employee and of the reason for such an appointment. No employee shall be laid off and replaced by a temporary employee. A

temporary employee who is hired without a break in service to an established position of the same classification as temporarily employed shall have time served as a temporary employee counted toward the employee's six (6) month probationary period. Temporary employees that work for six (6) months, or who terminate prior to the six (6) month limitation, cannot be re-employed by the Borough in the same job classification for a period of six (6) months. Temporary employees are not members of the bargaining unit and are not entitled to rights and benefits under this Agreement.

10.3 The parties recognize that encouraging High School students to establish a good work ethic and gain experience in the "real world" working environment is in the best interests of both the Association and the Borough as well as the citizens of Petersburg. It is for that reason that the parties agree that positions within the employment of the Borough that are established with the stated intent of providing work experience and opportunity for High School students will be excluded from the Bargaining Unit. Those positions will not be filled by other than High School students except by mutual agreement of the parties. The positions are: Lifeguard I; Water/Waste Water Aide and Library Page. From time to time it may be appropriate to consider other positions similarly situated, but no additional position will be filled as outlined above without mutual agreement of the parties. Either party may cancel this Student Work agreement with one hundred twenty (120) days' notice.

10.4 All new employees shall serve only one (1) probationary period for the first six (6) months of Borough employment. Probation for Police Officers will extend six (6) months beyond any required basic police academy and completion of a departmental approved field training program and evaluation. During the probationary period, employees may be terminated at the full discretion of the Employer. If retained after the probationary period employees shall thereafter be considered regular employees and be entitled to all rights and privileges as provided for in this Agreement.

10.5 Probationary employees shall accrue paid time off from the initial date of hire and insurance benefits in accordance with the plan's eligibility provisions.

10.6 Any employee who is transferred to a different job classification shall serve a trial period not to exceed ninety (90) days. Should the employee during the trial period prove unsatisfactory for the job to which transferred, the employee shall be returned to their former job without loss of seniority. This section shall not apply to discharges for just cause.

10.7 Job Classification. The Employer retains the right to establish and maintain a classification system and pay plan for its employees. All positions covered by the Agreement will be classified on the basis of job duties and responsibilities. The procedures outlined below shall be the sole method for challenging and resolving any dispute regarding substantive classification matters.

In the event an employee believes that they are misclassified or improperly placed within the pay schedule, the employee may utilize the following procedure.

(a) The employee should complete an updated job description and submit it through an Association or Employer representative to the employee's Department Head for review and recommendation. The Department Head shall, within twenty-one (21) calendar days, submit the employee request to the Personnel Officer for review.

(b) The Personnel Officer will review the updated job description and the Department Head's recommendation and within twenty-one (21) calendar days of receipt make a recommendation to the Manager.

(c) The Manager will review the updated job description and the recommendations of the Department Head and Personnel Officer. Within twenty-one (21) calendar days of receipt of the request, the Manager will notify the employee of the Manager's determination. In the event the request is denied, the Manager will notify the employee in writing of the reasons for denying the request. If the Manager determines that an adjustment is warranted, such changes will become effective on the first day of the next pay period following notification to the employee.

(d) No more than one (1) request may be submitted by an employee in any twelve (12) months, unless substantial changes in the employee's assigned duties and responsibilities are documented.

ARTICLE 11
PAID TIME OFF (PTO)

11.1

(a) All employees hired by the Borough on or after July 1, 2014 will

accrue paid time off at the following rate:

Length of Continuous Service	**Paid Time Off (PTO) Accrued Annually**
Less than 2 years	23 days
2 years through 4th year	26 days
5th through 9th year	29 days
10th year through 14th year	32 days
15 years & up	39 days

(b) All employees hired by the Borough before July 1, 2014 shall continue to accrue paid time off at the following rate:

Length of Continuous Service	**Paid Time Off (PTO) Accrued Annually**
Less than 2 years	24 days
3rd through 5th year	30 days
6th through 9th year	36 days
Beginning of 10th year	42 days

(c) Employees who have begun their 10th year of employment prior to July 1, 2011 will continue to accrue PTO at a rate of forty-five (45) days per year.

11.2 PTO accrued but not taken shall accumulate to a maximum of not more than eighty (80) days on the first day of the calendar year. For this section eighty (80) days is defined as eight (8) hour days for a total of six hundred forty (640) hours. PTO shall be taken upon the written approval of the Department Head and shall be paid at the current rate of pay.

Sick leave balances remaining in employee accounts from the contract period ending March 31, 2010 shall remain in the individual employee's account for use by the employee only. This sick leave can only be used by that employee if the employee has been sick for more than three (3) days. The sick leave cannot be donated or transferred to any other employee and the sick leave cannot be cashed out at any time, including retirement or termination.

11.3 Full time employees with less than three (3) years' service at calendar years end must take at least forty (40) hours of paid time off each year. Full time employees with more than three (3) years' service must take at least eighty (80) hours of paid time off each calendar year. Employees may sell up to nineteen (19) days of paid time off in any calendar year. For this section, nineteen (19) days is defined as eight (8) hour days for a total of one hundred fifty-two (152) hours.

11.4 When a holiday falls when an employee is on paid time off, the employee shall be paid for the holiday without a deduction from accrued paid time off.

11.5 Seasonal employees shall accrue paid time off consistent with this Article. Seasonal employees who work six (6) months or less shall not normally be granted more than three (3) consecutive days of time off at a time during their seasonal assignment. Seasonal employees who work more than six (6) months may be granted additional leave time at the discretion of the employer. Accrued leave shall be cashed out upon seasonal layoff, except that an employee may carry over up to five (5) days to the next seasonal assignment. Seasonal employees shall not be subject to mandatory leave requirements.

11.6 An employee may make a request to the Borough Manager to transfer paid time off to another Borough employee at the discretion of the Manager. Requests shall not be unreasonably or arbitrarily denied.

11.7 Requests for use of paid time off other than for illness shall be requested and approved as far as possible in advance of the absence. Requests for use of paid time off for illness shall be made prior to the start of the employees shift or as far in advance as possible. Employees shall submit their leave slip for illness to their supervisor immediately following their return to work.

11.8 The Employer reserves the right to require that an illness be supported by a doctor's certificate for absences of three (3) days or more, or if abuse is suspected, or to prove the employee's fitness to return to work. The Employer shall not contact the employee's medical provider without written approval by the employee. Nothing in this provision precludes the Employer from taking the appropriate action if the employee fails to produce adequate medical information to the Borough to make an informed decision about the reasons for the employee's absence. Nothing in this provision prevents the employer from seeking medical information as permitted by federal and state law.

11.9 Upon retirement or termination of employment, employees shall be paid

100% of accrued but unused paid time off.

ARTICLE 12
PERFORMANCE EVALUATIONS

12.1

(a) All regular full-time, part-time, on-call, and seasonal employees in the bargaining unit shall receive a written evaluation annually as scheduled by the employer. Regular employees in probationary status will receive a written performance evaluation midway through and near the completion of the probationary period.

(b) The Employer will make every effort to see that individual evaluations are performed in a timely manner.

(c) The Borough shall, where appropriate, make efforts to encourage uniform application of the employee evaluation standards as they are applied to employees covered by this Agreement.

(d) Any employee who is dissatisfied with a written evaluation may make a written rebuttal that will become a part of the official personnel record. Personnel evaluations will be placed in each employee's personnel file and a copy shall be provided to the employee.

ARTICLE 13
HOLIDAYS

13.1 All employees covered by this Agreement shall have eleven (11) holidays per year to be observed on the following days:

(a)	New Year's Day	January 1
	Martin Luther King Day	Third Monday in January
	President's Day	Third Monday in February
	Seward's Day	Last Monday in March
	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

and such other days as may be proclaimed by the Mayor, Governor, or President.

(b) In addition to the holidays granted above, all bargaining unit employees shall receive one (1) floating holiday per calendar year to be taken at a time approved by the employee's immediate supervisor in writing. Seasonal and part-time employees shall receive a prorated portion of the floating holiday.

13.2 If a holiday falls on an employee's first regularly scheduled day off the holiday will be taken on the preceding day or other such day as may be mutually agreeable; holidays falling on an employee's last regularly scheduled day off will be taken on the following day or other such day as may be mutually agreeable.

13.3 Work performed on a holiday or the day scheduled as the holiday per section 13.2 above shall be compensated at the overtime rate in addition to the regular day's holiday pay. Work performed on a holiday by a permanent on-call employee shall be compensated at the overtime rate only.

13.4 Employees in part-time status not normally scheduled to work on the holiday as defined in 13.2, will receive a prorated holiday pay based upon an eight (8) hour day and the number of hours per pay period they are normally scheduled to work, i.e. a twenty (20) hour employee would receive four (4) hours of pay at straight time.

13.5 Employees will be paid holiday pay at their straight time rate for all hours they would normally have been scheduled to work on that day. Permanent on-call employees are not eligible for holiday pay unless the employee works any time during the week of the holiday.

13.6 If approved by the Employer, and agreed to by the employee, an employee may elect to work a designated holiday and in lieu of receiving holiday pay as defined in 13.3, choose to take alternate work hours off during the same pay period at the rate of time and one half.

ARTICLE 14
WORKING HOURS AND OVERTIME COMPENSATION

14.1 The workweek for all full-time employees covered by this Agreement shall be five (5) consecutive days of work from twelve o'clock (12:00) midnight Saturday to twelve o'clock (12:00) midnight the following Saturday.

14.2 The normal work day for all full-time employees covered by this Agreement shall be eight (8) hours exclusive of unpaid meal periods.

14.3 By mutual agreement between the Employer and the employee, arrangements may be made for an alternative work week or an alternate work day.

14.4 All time in pay status in excess of eight (8) hours a day or forty (40) hours per week shall be compensated at one and one-half (1 1/2) times the employee's hourly rate of pay, including any applicable shift differential. Part time employees shall be compensated at one and one-half (1 1/2) times the employee's hourly rate of pay including any applicable shift differential for all hours worked in excess of eight (8) hours per day. No employee shall work overtime without advance Department Head approval. The Employer will endeavor to distribute overtime work on an equitable and practicable basis among employees in the affected job classifications able to perform the work as determined by the Employer.

14.5 All employees who work a swing shift beginning between the hours of twelve o'clock (12:00) noon and eight o'clock (8:00) p.m. are entitled to an additional fifty cents ($0.50) per hour for all hours worked in each such shift. All employees who work a graveyard shift beginning between the hours of eight o'clock (8:00) p.m. and six o'clock (6:00) a.m. are entitled to an additional seventy-five cents ($0.75) per hour for all hours worked in each such shift.

14.6 Under normal circumstances, an employee's work week, including shift assignment, will not be changed without at least one (1) month's notice prior to the date of change. Under normal circumstances, employees will not have their work week, or shift assignment changed more than once every two (2) months. More frequent work week or shift changes may be scheduled at any time if mutually agreed between the Employer and the Employee.

14.7 Employees required to be available for work on standby status outside of

their normal working hours will be compensated at the rate of one (1) hour of overtime time pay for each day or part of a day in standby status. The Employer shall endeavor to rotate such standby duty on an equitable and practicable basis among employees in the affected job classifications able to perform the work as determined by the Employer.

14.8 Call Out

A call out is defined as an unanticipated and unscheduled event that requires an employee to report to work outside of their normal work schedule. Call outs may be initiated by the Manager, Department Heads, standby personnel, and emergency dispatch personnel.

(a) All regular employees responding to a call out shall receive a minimum of two (2) hours pay at the double time (2.0) rate. All hours worked in excess of two (2) hours will be paid at the rate set in Article 14.4. When work continues without interruption after normal quitting time, the minimum call out in the preceding sentence shall not apply.

(b) All regular employees that are called to work with less than twenty-four (24) hours' notice shall receive a minimum of two (2) hours pay at the time and a half (1.5) rate. Notice shall be given to employees while at work.

(c) All regular employees that are called to work with greater than twenty-four (24) hours' notice shall be paid per Article 14.4.

14.9 Except in emergencies, employees will have a minimum of ten (10) hours between the end of one shift and the beginning of the next shift they are scheduled to work. When there is less than ten (10) hours between shifts, the employee will be compensated at his/her overtime rate for the first two (2) hours of the next shift.

14.10 Alternate Workweek, Police Department.

The Manager may declare an alternate workweek for Police Officers and Dispatcher/Corrections Officers. This alternate workweek may be either five (5) workdays of eight (8) hours per day or four (4) workdays of ten (10) hours per day. If, due to staffing needs, it is determined that an alternate work schedule is more effective, the Borough will notify the Union to negotiate these terms, with negotiations to last no longer than two (2) weeks from the date of the notification.

After the two (2) weeks, the Borough may implement the proposed schedule.

By mutual agreement with his/her supervisor, an employee may take compensatory time off in lieu of overtime pay at the rate of one and one-half (1 ½) hours for every hour of overtime worked. The Employer will endeavor to distribute overtime work on an equitable basis among employees in the same classification. Accumulated Compensatory Time may not exceed one hundred sixty (160) hours.

In accordance with Section 13.2 of the Collective Bargaining Agreement, holidays falling on a Police Officer's first regularly scheduled day off shall be taken on the preceding day or other such day as may be mutually agreeable; holidays falling on a Police Officer's last regularly scheduled day off shall be taken on the following day or other such day as may be mutually agreeable. Holidays falling on a Police Officer's middle day off may be taken on either of the two days adjacent to the employee's weekend, or any other such day as may be mutually agreeable.

14.11 Alternate Workweek, Fire Hall.

The Fire Hall shall be assigned a four/ten (4/10) work schedule for the life of this Agreement. Compensatory Time shall also be available to employees of the Fire Department for such time accrued during annual training and must be used within the current budget year.

ARTICLE 15
TRAINING

15.1 The parties agree that it is in their mutual interest that employees be trained in the fields of work and equipment covered by this Agreement and keep abreast with developments in their discipline. Each Department Head shall develop and conduct such practical training programs as are suited to the special requirements of the employee's department. The Department Heads shall institute and provide for the conducting of training programs which are needed for efficient management of two or more departments. Training programs shall particularly emphasize accident prevention, employee safety and public relations.

15.2 Subject to budgetary limitations, the Employer will provide an educational assistance program for employees to improve their skills, knowledge and abilities relating to their present positions or to positions to which they might logically

progress. In order to receive reimbursement under this plan, employees must receive prior approval of the Department Head, and must complete the course. Upon satisfactory completion of the course, the employee may submit a request for reimbursement, together with receipts for tuition and books, to the Department Head who will process the request for payment.

ARTICLE 16
GENERAL WORKING RULES

16.1 Workers' Compensation. In cases of injury or ailment which is covered by Workers' Compensation Insurance, accrued paid time off shall be used to pay the disabled employee the difference of the wage which the employee would have otherwise earned and the workers' compensation benefit received. Such payments shall not exceed the value of the employee's accrued paid time off on the first day of disability and shall end upon the utilization of all accrued paid time off.

16.2 Safety.

(a) All employees shall be responsible for carrying out safety and good housekeeping policies and practices. Each employee is required to act with due care and regard for his own safety and that of his fellow employees. Applicable federal and state occupational safety laws and regulations shall serve as standards with which all employees and the Employer shall comply. Employees shall not expose or subject themselves or others to unsafe working conditions. Any disputes relating to this article may be submitted to either the grievance procedure contained herein or an appropriate government agency.

(b) The Employer shall furnish such safety devices and first aid kits as may be needed for the safety and proper emergency medical treatment of the employees. Past practices will continue with regard to providing tools and equipment required by the job. Protective clothing, such as rain gear and coveralls, will be furnished by the Employer to all employees who require such clothing in their work, and will be replaced by the Employer when necessary.

16.3 Pay Days. Employees shall be paid semi-monthly, by the fifth (5th) and twentieth (20th) of each month. If payday falls on a holiday or a weekend, the preceding day shall be the payday. The Employer shall itemize gross earnings,

total paid time off accumulated and all deductions on paychecks. Monthly deductions such as health insurance will be split between the two paydays each month. No unauthorized deductions or accrued earnings shall be withheld from the employee's earnings. Direct deposit payroll deductions will be made upon request by the affected employee.

16.4 Separation Pay. When an employee is separated from service, regardless of the cause of separation, all wages, salaries, or other compensation due, including all accrued paid time off, shall be paid within three (3) working days after the separation.

16.5 Physical Exams. Employees required by state law or regulation or by the Employer to undergo a physical examination will be reimbursed in full for all costs of the examination, including any travel costs incurred if the Employer requests the employee to take the examination away from Petersburg.

16.6 National Guard or Reserves. Employees who are members of the National Guard or military reserve will be granted military leave consistent with state and federal law. Leave will be calculated on annual calendar year basis from January 1 through December 31.

16.7 Jury Duty. If an employee is called to report to jury duty or is subpoenaed as a witness for the Employer they will be compensated at their regular rate of pay. Any monies received from the court for their time must be paid to the Employer, excluding per diem if applicable. Police department personnel subpoenaed as a witness for any business reason shall be compensated as stated above and shall forfeit to the Borough any monies received by the court, excluding per diem, if applicable.

16.8 Vacancy Notices. Notices of vacancies in positions covered by this Agreement, with the exception of temporary job assignments and positions utilized to give high school students work experience, shall be posted for seven (7) calendar days on a previously designated bulletin board in advance of filling the position in order to afford current employees the first opportunity to apply. The minimum qualifications shall be posted with the vacancy notice. The Association's Employee Representatives shall be notified in writing of such vacancies on or before the first day of posting the vacancy. A public notice of the vacancy shall occur only if an employee is not hired to fill the position.

(a) Appointments and Promotions. In making regular appointments and

promotions, all current employees who have applied for the position and meet the minimum qualifications, shall be afforded an interview for the position. When required skills and abilities are equal, current employees shall receive preference. When a current employee applies and is not selected for a position, he or she will receive an explanation upon request.

16.9 Stolen or Damaged Property. Except in cases of deliberate or negligent acts, employees shall not be responsible for stolen or damaged property belonging to the Employer.

16.10 Personnel Files. One official personnel file shall be maintained for each employee. Concurrent with the placement of any disciplinary material in an employee's personnel file, the employee shall be advised of and receive copies of such material. Upon notice to the Employer an employee shall have the right to examine and/or to copy his or her personnel file in the presence of the Employer. Information contained in the employee's personnel file shall be confidential and shall not be released to a third party including the Association without the written authorization of the employee or upon receipt of an order from a court of competent jurisdiction. Borough auditors will have access to the personnel files in order to complete their annual audit.

16.11 Business Travel. Employees traveling on official business out of town will comply with the Employer's travel policy, as may be amended from time to time, and shall be entitled to reimbursement of actual travel expenses upon presentation of proper receipts. If requested and approved in writing on the pre-travel authorization form, employees may receive a travel advance consistent with the Employer's travel policy.

16.12 Personal Vehicle Mileage. When an employee uses his or her personal vehicle on Employer business, with prior written approval, the Employer will reimburse that employee on the basis of actual mileage traveled at the IRS rate approved for Alaska.

16.13 Personal Vehicle Liability. If an employee responds to a work-related incident, within his or her scope of duties, in his or her personal vehicle and damage or liability results, the Borough will indemnify the employee against that damage or liability, so long as the employee was not found to be reckless, after investigation by the police department.

16.14 Drug and Alcohol Testing. The Petersburg Drug and Alcohol Testing

Policies and Procedures for Borough Employees is hereby incorporated and shall apply to all bargaining unit members. Prior to implementation of any revision to the current drug and alcohol testing policy and procedure, the Employer will bargain with the Association as required by law.

(a) Effective upon signing this Agreement all Lifeguard II positions covered by this Agreement shall be designated safety sensitive for the purposes of the Drug and Alcohol Testing Procedures for Borough Employees.

(b) All employees of the bargaining unit may be included in the Borough's random drug and alcohol testing program.

(c) Synthetic opiates may be a part of the random drug testing panel.

(d) The Borough will notify effected employees in any change as to which classifications are subject to random testing.

(e) It is understood between the parties that the use of medical or recreational Marijuana will not be accommodated as an ADA disability.

16.15 Certification. Because of state certification requirements, an employee in the Plant Operator I classification must obtain a Level I certification in Water or Wastewater Treatment within eighteen (18) months from the date of hire. Failure to do so will constitute just cause and be grounds for immediate discharge.

16.16 Uniforms. Past practices regarding uniforms and uniform allowances in the Police and Fire Departments shall be continued during the term of this Agreement.

16.17 Work-related Travel. All travel time will be compensated at the employee's regular hourly rate of pay regardless of whether it exceeds 8 hours in a day or makes the employee's weekly hours exceed 40, unless otherwise required by law.

ARTICLE 17
GROUP INSURANCE AND RETIREMENT BENEFITS

17.1 The Employer will make available to all employees covered by this Agreement a health insurance plan, subject to plan eligibility requirements.

(a) Effective July 1, 2017, the Employer shall pay 80% of the cost of insurance coverage for employee and dependent coverage. The Employee shall pay the remaining 20% of the cost of insurance coverage for employee and dependent coverage.

(b) Employees will receive notification of any changes in premium costs prior to implementing changes increasing payroll deductions for insurance.

17.2 Either party may propose to the other, during the term of this Agreement, an alternate health insurance plan. In the event that one party gives written notice to the other that such a plan is available, the parties will meet to review the plan proposed.

17.3 The Employer and all regular employees covered under this Agreement will participate in the Public Employees Retirement System of Alaska.

(a) Effective July 1, 2014 employees who are enrolled in Tier 4 of the Public Employees Retirement System (PERS) are also eligible to participate in the Employer's (ICMA-RC) deferred compensation program. Each payroll period, the Employer will match an employee contribution to the retirement plan up to 3% of the employee's gross wage based upon actual hours worked. After an employee has worked for the Borough for five and one-half (5 ½) years, the Employer's match will increase to a maximum of 4% of the employee's gross wage for actual hours worked.

17.4 The Employer shall allow each employee daily admission to the Community Gym and Pool and use of its facilities at a reduced rate of 100% off regular rate to the employee for the purpose of supporting and promoting healthy lifestyles and attempting to reduce healthcare usage.

ARTICLE 18
WAGES

18.1 The wage schedule for employees covered by this Agreement set forth in Appendix A is attached hereto and made a part hereof. All rates contained herein are to be considered minimum and any rates in excess of these are at the option of the Borough.

18.2 No employees shall have their wages reduced by reason of the signing of

this Agreement, and if any employee covered by this Agreement is receiving a higher scale than is provided for herein, the employee shall remain at the higher scale during the term of this Agreement or any extension thereof unless moved to a different classification with a lower pay scale.

18.3 Non-probationary employees who have been employed at least one year and are promoted to a higher paid position shall be compensated at the base rate of pay (step C) for the new position. Employees who are transferred or voluntarily demoted to a position with the same or lower pay rate shall be compensated at the rate for the new position.

18.4 Any employee assigned in writing by the Borough to temporary assignment and substantially performing the duties of a higher classification for a consecutive forty (40) hour period or more in the regular work schedule shall receive, in addition to the employee's regular rate of pay, one-half (1/2) the difference between the employee's base rate of pay and the base rate of pay of the position to which the employee has been temporarily assigned retroactive to the first day of the acting assignment. After thirty (30) consecutive calendar days in the higher classification, the employee shall be considered temporarily promoted and compensated at the base rate for the higher classification. It is understood that after thirty (30) consecutive calendar days in the higher classification, the employee will take on the overtime status of the position in which they are working and that any paid time off taken during this period will be paid at the higher rate of pay. If an employee believes that the employee is actually working in a higher classification without a written assignment to do so, the employee may write a memo to the employee's supervisor, with a copy to the Borough Clerk, so stating. Then the Borough will do one of the following: 1) make the assignment in writing; 2) take away the duties from the employee; or 3) explain why the employee is not working outside the employee's job description.

18.5 An employee may occasionally be required to perform duties of a lower rated classification and shall not suffer any loss of pay during those periods.

18.6 Compensatory time off for overtime worked is not permitted except for within the Police and Fire Departments.

ARTICLE 19
GENERAL PROVISIONS

19.1 This Agreement sets forth all of the terms, conditions and understandings between the parties hereto, and there are no terms, conditions or understandings, either oral or written, between them other than as herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the parties hereto unless reduced to writing and signed by them.

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

19.3 Should it be decided by decree of judgment of any court of competent jurisdiction or by mutual agreement of the Employer and APEA/AFT that any article, section or provision herein is rendered invalid by reason of any existing or subsequently enacted statute, ordinance or other law, 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.

19.4 The parties acknowledge that during the negotiations which resulted in the 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 mutual consent of the parties in writing at any time during its term.

ARTICLE 20
LABOR MANAGEMENT COMMITTEE

20.1 A Labor/Management Committee, consisting of up to four (4)

representatives for the Employer and four (4) representatives of the Association may be appointed by the parties to this Agreement. The primary activities of this committee will include: improved communications, discussions of operating problems, method improvement and public relations. The committee may also explore alternative Health Insurance plans and cost containment.

20.2 The committee is advisory in nature and will not have the authority to alter the meaning of this Agreement nor will it act as a grievance committee once a grievance has been filed. Committee meetings shall be informal and the chair shall alternately rotate between the Employer and the Association. The committee shall meet on an as needed basis. Meetings may be postponed or cancelled upon mutual agreement.

20.3 Copies of all policies prepared for implementation in the bargaining unit shall be provided to the Employee Representatives as soon as practical.

ARTICLE 21
TERM OF AGREEMENT

21.1 This Agreement shall become effective on July 1, 2017, and shall continue in effect until June 30, 2020, and thereafter from year to year; provided, however that either party may give the other party written notice of its desire to effect changes to the Agreement. Such written notice shall specify the particular Articles in which changes are desired, and shall be served upon the other party not less than ninety (90) days prior to the end of the initial period of the Agreement or any annual extension thereof. The parties will meet to negotiate on such modifications or amendments not less than sixty (60) days prior to the expiration of the initial period of this Agreement or any annual extensions. Nothing herein will preclude the termination, modifications or amendment of this Agreement at any time by written mutual consent of the parties.

Witness our hands and seal this 6th day of August, 2018.

For the Petersburg Borough:

Stephen Giesbrecht, Borough Manager

John Hoag, Lead Negotiator

Debra K. Thompson

Debra K. Thompson, Borough Clerk

For the Petersburg Municipal Employees Association/APEA/AFT:

Brian Penner, Business Manager

Joel Hill, Lead Negotiator

Justin Haley, PMEA President

Joe Bertagnoli, Negotiator

Blake Buotte

Blake Buotte, Negotiator

Note: This contract was ratified by the Petersburg Borough Assembly on August 6, 2018. The Supreme Court's JANUS decision was decided on June 27, 2018. The ratified contract did not include wording for the JANUS decision. After the APEA/AFT Caucus in late October, 2018 JANUS decision wording was agreed to by the PMEA/APEA/AFT and the Petersburg Borough and added into Article 3.