




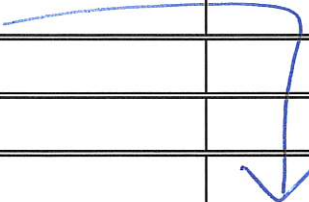


AGENDA OF: September 7, 2021

Assembly Action:
Adopted with Assembly members
McKee & Tew opposed 9-7-21. BON

Michael
Brown

Digitally signed by
Michael Brown
Date: 2021.08.30
12:23:21 -08'00'

APPROVED BY MICHAEL BROWN, BOROUGH MANAGER:

Route To:	Department/Individual	Initials	Remarks
	Originator - HR		
	Finance Director		
	Borough Attorney		
	Borough Clerk		
			

ATTACHMENT(S): Fiscal Note: YES _____ NO X
Resolution Serial No. 21-096 (2 pages)
2022-2024 Proposed Labor Agreement (90 pp)

Attached is a resolution for the ratification of the proposed labor agreement with the Matanuska-Susitna Borough Employee Association. The 2021 negotiations were successful in meeting overall objectives.

Ratify proposed labor agreement.

AGREEMENT

Between

MATANUSKA-SUSITNA BOROUGH

And the

**MATANUSKA-SUSITNA BOROUGH EMPLOYEES' ASSOCIATION,
APEA/AFT/AFL-CIO,
Local # 6136**

**FOR THE PERIOD
January 1, 2022 – December 31, 2024**



TABLE OF CONTENTS

ARTICLE 1 PURPOSE AND RECOGNITION.....	4
ARTICLE 2 DEFINITION OF TERMS	6
ARTICLE 3 TERM OF AGREEMENT, FURTHER AGREEMENTS	8
ARTICLE 4 PERSONNEL RULES.....	9
ARTICLE 5 RIGHTS OF EMPLOYEES, PROHIBITED ACTS	10
ARTICLE 6 SAVINGS CLAUSE	11
ARTICLE 7 ASSOCIATION STATUS.....	12
ARTICLE 8 ASSOCIATION ACTIVITIES.....	15
ARTICLE 9 EMPLOYEE OBLIGATIONS	16
ARTICLE 10 NO STRIKE CLAUSE	17
ARTICLE 11 NON-DISCRIMINATION.....	18
ARTICLE 12 EMPLOYEE CATEGORIES.....	19
ARTICLE 13 GRIEVANCE PROCEDURE.....	21
ARTICLE 14 CLASSIFICATIONS AND RECLASSIFICATIONS	24
ARTICLE 15 RESERVED FOR FUTURE USE	26
ARTICLE 16 MANDATORY PROFESSIONAL CERTIFICATIONS	27
ARTICLE 17 SENIORITY.....	29
ARTICLE 18 RECRUITMENT, PROMOTION, DEMOTION, LAYOFF AND REHIRE.....	30
ARTICLE 19 PERFORMANCE EVALUATIONS.....	34
ARTICLE 20 EMPLOYEE RECORDS	37
ARTICLE 21 DISCIPLINE AND DISCHARGE	38
ARTICLE 22 NEPOTISM.....	40
ARTICLE 23 SAFETY	41
ARTICLE 24 ELECTIONS.....	44
ARTICLE 25 PAY DAYS.....	45
ARTICLE 26 RESERVED FOR FUTURE USE	46
ARTICLE 27 PROTECTION OF RIGHTS	47
ARTICLE 28 TRAINING.....	48
ARTICLE 29 LEAVE OF ABSENCE	50
ARTICLE 30 FAMILY AND MEDICAL LEAVE.....	51
ARTICLE 31 VEHICLE USAGE	54
ARTICLE 32 TOOLS	55
ARTICLE 33 DAMAGED OR STOLEN PROPERTY	56
ARTICLE 34 NON-WAR MILITARY DUTY ABSENCE.....	57
ARTICLE 35 SEVERE WEATHER AND HAZARDOUS CONDITIONS.....	58
ARTICLE 36 RESIGNATION.....	59
ARTICLE 37 TERMINATION PAY.....	60
ARTICLE 38 ACTING APPOINTMENTS	61

ARTICLE 39 HOURS OF WORK AND OVERTIME.....	62
ARTICLE 40 SHIFT DIFFERENTIAL	65
ARTICLE 41 PROBATIONARY PERIOD	66
ARTICLE 42 DRIVING RECORDS	67
ARTICLE 43 PAID HOLIDAYS	69
ARTICLE 44 PERSONAL LEAVE	71
ARTICLE 45 INSURANCE	74
ARTICLE 46 SALARY INCREASES	77
ARTICLE 47 TRAVEL AND PER DIEM PAYMENTS	78
ARTICLE 48 MANAGEMENT RIGHTS CLAUSE.....	79
ARTICLE 49 COMPLETE AGREEMENT	80
ARTICLE 50 SUCCESSORS	81
APPENDIX A ALTERNATE WORK SCHEDULES.....	82
APPENDIX B INCIDENT REPORT – REASONABLE SUSPICION.....	84
APPENDIX C DRIVING RECORD CRITERIA AND ADMINISTRATION	87

ARTICLE 1
PURPOSE AND RECOGNITION

Section A. Preamble

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

Section B. Purpose of Agreement

The purposes of this Agreement are:

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

Section C. Recognition

For the purpose of collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment, the Matanuska-Susitna Borough recognizes the Matanuska-Susitna Borough Employees' Association, APEA/AFT/AFL-CIO, Local 6136 (MSBEA) as the exclusive representative of all regular employees of the Borough covered by this agreement*. A current list of those job classifications covered and not covered by this MSBEA Agreement will be updated and maintained as necessary on the MSB Intranet by Human Resources. These lists will be updated and published the first week of every calendar quarter.

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

Section D.

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

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

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

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

ARTICLE 2
DEFINITION OF TERMS

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

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

Section B. Definitions. Unless otherwise specified herein:

1. "ASSOCIATION" means the Matanuska-Susitna Borough Employees' Association or any successor employee or labor organization.
2. "BOARD" means the Matanuska-Susitna Borough Labor Relations Board.
3. "BOROUGH" means the Matanuska-Susitna Borough.
4. "BUMPING RIGHTS" means the contractual right of a senior employee being laid off to replace a junior employee not being laid off for a position he or she is qualified.
5. "COLLECTIVE BARGAINING" means 1) the performance of the mutual obligation of the Borough's designated representatives and the designated representatives of the Association or any successor employee or labor organization to meet at reasonable times, including meetings in advance of the budget-making process, and negotiate in good faith with respect to wages, hours, and other terms and conditions of employment, or 2) the negotiation of an agreement and the execution of a written contract incorporating an agreement reached if requested by either party, but these obligations do not compel either party to agree to a proposal or require the making of a concession.
6. "DAY" For the purpose of this agreement, "day" shall mean a calendar day. Where the day in question calls for some action by either party and falls on a weekend or Borough observed holiday, the deadline shall be the following business day.
7. "ECONOMIC CONDITIONS" in this Agreement, shall exist where the Borough Assembly has adopted a final budget and projected area- wide operating expenses exceed revenues for the current budget cycle (fiscal year). Example: The Borough adopts a budget for FY19 in 2018. State funding to the Borough is substantially reduced for FY19 after the Borough budget was adopted and the Borough is unable to generate the requisite revenue to cover the funding reduction. Economic Conditions could exist for FY19.
8. "DEPENDENT," in this Agreement, is limited to the employee's spouse and the employee's unmarried minor children and those other dependents as defined in all applicable insurance policies.
9. "EMPLOYER" means the Matanuska-Susitna Borough.

10. "JOB CLASSIFICATION" is a description of the job responsibilities of a position without regard to the knowledge, skills, experience, and education of the individuals currently performing the job.
11. "JUST CAUSE" For the purpose of providing a guide to supervisors and employees, "Just Cause" is generally defined as follows, although special circumstances may warrant exceptions:
 - a. The employee had or should have had forewarning of the probable disciplinary consequences of the employee's conduct.
 - b. The rule, directive, or expectation imposed by the Borough was reasonable.
 - c. The application of the rule, directive, or expectation was fair, reasonable, and applied even-handedly.
 - d. A fair and objective investigation or process was conducted prior to the imposition of discipline.
 - e. The evidence of wrongdoing on which the Borough relied was credible.
 - f. The employee was given reasonable opportunity to respond to the allegations of misconduct or poor performance, prior to the imposition of discipline.
 - g. The level or degree of discipline was reasonably related to the seriousness of the offense and considerate of the employee's past record.
12. "LICENSE" For purpose of this agreement, the term "license" shall refer to a professional license issued by the State of Alaska or a trade or other certification issued by the State of Alaska, or a commercial or regular driver's license.
13. "MANAGER" as used in this Agreement, means the Borough Manager.
14. "MEDIATION" means the third-party non-binding intervention and assistance by a mediator to facilitate a reconciliation of an impasse between the Borough and employees, or otherwise to initiate, continue, resume or bring about collective bargaining negotiations between the parties.
15. "PROMOTION" means the filling of a vacancy by the advancement of an employee from a position having a lower pay range.
16. "STATUS" means condition of employment beyond probationary period.
17. "TERM AND CONDITIONS OF EMPLOYMENT" means the hours of employment, the compensation and fringe benefits, and the Borough's personnel policies affecting the working conditions of the employees, but does not mean the general policies describing the functions, purpose and budget of the Borough.
18. "SENIORITY" means having the greatest amount of continuous service as a regular employee with the Borough commencing on the date the employee became a bargaining unit member.

ARTICLE 3
TERM OF AGREEMENT, FURTHER AGREEMENTS

This Agreement shall become effective January 1, 2022 and shall continue in full force and effect through December 31, 2024, and thereafter from year to year, unless notice is given in writing by the Association or the Borough to the other party not less than one hundred and eighty (180) days prior to December 31, 2024, or before the expiration of any subsequent annual period, indicating its desire to modify, amend or terminate this Agreement. After receipt of such notice, the parties shall begin negotiations no later than one hundred and fifty (150) days before expiration of the Agreement.

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

ARTICLE 4
PERSONNEL RULES

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

To the extent that there is any conflict between the terms of this agreement and Borough Policy or procedures, this agreement shall prevail during the term of this agreement, and any mutually agreed extensions to it.

ARTICLE 5
RIGHTS OF EMPLOYEES, PROHIBITED ACTS

Section A. Rights of Employees

Employees, except for executive employees as set out in MSB 2.52.620(B) and exempt employees, as set out in MSB 2.52.653, may organize and form an employee organization to meet with the Manager, bargain collectively through representation of their own choosing, enter into contracts with the Borough, and engage in concerted activities for the purpose of collective bargaining and other mutual aid and protection.

Section B. Unfair Labor Practices

1. The Borough or its agents may not:
 - a. Interfere, restrain or coerce an employee or the Association in the exercise of rights guaranteed in this Agreement, or in Borough Code.
 - b. Dominate or interfere with the formation, existence or administration of the Association.
 - c. Discriminate in regard to hiring or tenure of employment or a term or condition of employment, to encourage or discourage membership in the Association.
 - d. Discharge or discriminate against a represented employee because he has signed or filed an affidavit, petition or complaint, given testimony to the Labor Relations Board or otherwise participated in bona fide activities of the Association including the collective bargaining process.
 - e. Refuse to bargain collectively in good faith with the Association which is the exclusive representative of employees in an appropriate unit, including but not limited to the discussing of grievances with the exclusive representative.
2. The Association or its agents may not:
 - a. Interfere with, restrain or coerce an employee in the exercise of rights guaranteed in this Agreement, or in Borough Code.
 - b. Restrain or coerce the Borough in the selection of its representatives for the purpose of collective bargaining or the adjustment of grievances.
 - c. Refuse to bargain collectively in good faith with the Borough, if it has been designated in accordance with the provisions of this Agreement as the exclusive representative of employees in an appropriate unit.
 - d. Discriminate on the basis of race, color, creed, national origin, sex, age, disability or veteran status.
 - e. Interfere with, restrain or coerce an elected official, executive or exempt employee in his private life or the exercise of his duties.
 - f. Encourage or condone unauthorized work stoppages.

ARTICLE 6
SAVINGS CLAUSE

Section A. Violations

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

Section B. Substitute Provisions

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

ARTICLE 7 ASSOCIATION STATUS

Section A. Participation in the Association

When a person is transferred or hired in any of the job classifications represented by the Association, the Borough shall provide written notice to the Association of the name, position, department, contact information, start date and orientation date. Within ten (10) days of hire or transfer, the Association shall be allowed a thirty (30) minute presentation to the new represented employee to explain representation services provided by the Association and to provide them with Association membership information. The thirty (30) minutes shall be recorded as Association time.

The Borough agrees to deduct the membership dues, agency shop fee, non-association fee, or representation fee from the wages of employees who request such deduction in writing in accordance with Section C of this Article.

The Borough will send to the Association a monthly report of all bargaining unit members with their dates of hire, job titles, and department.

Section B. Negotiations

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

Section C. Payroll Deductions

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

An employee may cancel his or her payroll deduction by written notice on the approved revocation form and submit to the Association and the Borough. The Borough will cease payroll deduction the first full payroll period following receipt of the properly signed notice.

Section D. Representative

The Association recognizes that an employee's primary obligation is to his or her job. The Borough recognizes that the conduct of Association business on work time may be necessary to eliminate work place problems and thus ensure the smooth operation of Borough activities. The Association shall have as its representative person or persons who shall be authorized to speak for the Association. The Borough shall be informed in writing as to the names of the Association Representatives as soon as the Association has chosen them. With concurrence of the appropriate first-line non-represented supervisor, the Department representative shall be permitted to leave their job post to address matters of the Association. An Association Department Representative may visit any work area to observe working conditions or to

meet with employees on matters pertaining to this Agreement. Where possible, the Representatives shall meet with an employee or employees concerning any grievances, disputes, concerns, and/or problems before or after work or during off duty hours. Association Representatives may, during working hours, and with concurrence of the appropriate first-line non-represented supervisor, and without loss of compensation, attend formal proceedings of the Labor Relations Board, arbitration hearings, as well as meetings scheduled by the Borough, and Union sponsored training. Employees who are witnesses or grievants may also attend formal grievance proceedings, Labor Board and arbitration hearings without loss of pay. Concurrence of the first-line non-represented supervisor will not be unreasonably withheld.

Association Representatives shall record all time used on Association business, including time spent on the telephone or computer, in the Borough's electronic timekeeping system. In no event shall the Association Representatives use more than twelve (12) hours individually or one-hundred eight (108) hours collectively per month for MSBEA business performed during Borough work hours. Time used in excess of these limitations (ARB) shall be charged to the Association Hours Bank (HBU). Time spent in meetings called by the Borough, formal hearings of the Labor Board, or time in arbitration hearings is regular time.

Nothing in this article shall be construed to prohibit the Association from hiring additional non-employee representatives.

Section E. Hours Bank

The Association shall form an Hour Bank which will allow employees to donate personal leave to be used by members of the Association at the discretion of the Association. The Bank shall be established by an automatic transfer each July 1st of one and one half (1.5) hours of personal leave from each employee. If an employee does not have one and one half (1.5) hours of personal leave as of July 1st, the one and one half (1.5) hours shall be transferred when the employee has accrued them. The Bank shall be used as approved by the Association. The President of the Association may cancel the automatic leave deductions for any year in which sufficient leave is available for the purposes of the Bank. The Borough agrees that every reasonable effort will be made to release Association Representatives from their work assignments with proper advance notice and approval from the first-line non-represented supervisor. However, both parties realize that there may be instances in which committee members cannot participate in negotiation preparation and/or meetings due to pressing work requirements.

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

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

Section F. Meeting Space

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

Section G. Intra Borough Mail

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

Section H. Bulletin Boards

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

Section I. Association Office

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

Section J. Electioneering Prohibited

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

Section K. Information Requests

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

ARTICLE 8
ASSOCIATION ACTIVITIES

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

ARTICLE 9 EMPLOYEE OBLIGATIONS

Section A.

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

Section B.

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

Section C.

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

Section D.

Barring unforeseen circumstances such as weather, traffic, etc., employees who will be late or absent or otherwise unable to perform their duties on their assigned shift must give their supervisor, division manager, or their designee direct notice as much in advance as possible, and no later than thirty (30) minutes before the start of the shift. Such notice may be in the form of email, phone call, text, electronic messaging or voicemail.

Section E.

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

All threats of or acts of physical assault by an employee while on duty or on Borough property or while engaged in a Borough activity shall be subject to discipline and shall constitute just cause for discipline up to and including discharge.

ARTICLE 10
NO STRIKE CLAUSE

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

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

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

ARTICLE 11
NON-DISCRIMINATION

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

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

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

The Borough and the Association agree that mutual respect between and among managers, employees, co-workers and supervisor is integral to the efficient conduct of Borough business. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated. Employees who believe they are subject to such behavior should raise their concerns with the Human Resources Department and an appropriate manager or supervisor as soon as possible, but no later than thirty (30) days from the occurrence of the incident(s).

ARTICLE 12
EMPLOYEE CATEGORIES

1. Regular employees are those bargaining unit employees who have completed their initial probationary period.
 - a. Regular full time employees are those non-probationary employees who work a minimum of forty (40) hours per week (fifty-six (56) average hours per week for Firefighters and Engineers).
 - b. Regular part time employees are those non-probationary employees who work at least thirty (30), but less than forty (40) hours a week.
 - c. A "seasonal employee" is a regular employee who is hired for seasonal activities and does not work over thirty-four (34) weeks in a twelve (12) month period. During any period of unemployment, a seasonal employee shall not receive or accrue any benefits or be subject to any employee obligations.
2. The following employees are hired to augment, not displace, the regular bargaining unit work force on a short term or project basis. The following employees shall be paid only for hours actually worked and shall not accrue benefits except as noted below.
 - a. A temporary employee is one who may not be employed for more than six (6) months in a twelve (12) month period, without MSBEA consent. In the absence of MSBEA consent, any temporary employee who is employed for more than six (6) months shall be automatically entitled to the wages and benefits provided regular employees under this Agreement. These benefits include wages, leave, holiday pay, and overtime. Temporary employees are not covered by any other terms of this agreement.
 - b. Temporary employees will receive the wage rate applicable to their classification if the position is a classified and graded position.
 - c. Temporary employees may not be hired to avoid filling a regular position, or to otherwise circumvent this agreement.
 - d. An on call employee agrees to be available to the Borough to fill in, as needed, with no guarantee of any hours. An on call employee may not work more than one thousand (1000) hours in a twelve (12) month period beginning with the most recent date of hire. Additionally, on call employees are limited to 29.9 hour per week. The Borough will use the hire date to calculate the one thousand (1000) hours maximum allowance for each year of service. Any on call employee who is employed for more than one thousand (1000) hours shall be automatically entitled to the wages and benefits provided regular employees under this Agreement. These benefits include wages, leave, holiday pay, and overtime. On call employees are not covered by any other terms of this agreement. The Borough shall not use on call employees to displace regular bargaining unit positions, but rather to augment the existing bargaining unit workforce.
 - e. A project employee is an employee whose time of employment is reasonably expected to last longer than six (6) months without a break in service, but not to exceed the term of the specific grant or project. Employees in this category must be funded through a specific

grant or project with a defined ending date. A project employee shall be entitled to the wages provided regular employees under this contract, and the following benefits: leave, holiday pay, and overtime. A project employee shall not be covered by any other terms of this agreement.

- f. An Emergency Responder is a special type of temporary employee engaged primarily to perform direct emergency duties. An Emergency Responder is one who agrees to be available on an as needed basis to respond to emergency medical, rescue or fire suppression needs who may not work more than one thousand five hundred hours (1500) in a twelve-month period without MSBEA consent. Emergency Responders are not eligible for membership in the MSBEA, and they are not entitled to any of the benefits or wages available to MSBEA members.
- g. At least monthly, the Borough shall submit a temporary/on call usage report (including total number of temporary employees, except an Emergency Responder or a Project Employee, and temporary hours worked for the year) to MSBEA.

ARTICLE 13 GRIEVANCE PROCEDURE

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

Grievance of Termination. A grievance regarding the termination of an employee shall be filed at Step 3. An employee who has been terminated and filed a grievance on such action in accordance with the procedures in the Agreement shall be considered suspended without pay or benefits until all Steps of the procedure have been followed. If the employee is reinstated, the employee shall not be subject to any loss of pay, benefits, or seniority, except as may be agreed upon by the parties or ordered by an arbitrator.

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

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

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

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

Section A. Grievance Procedures

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

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

Class Action Grievance: Class action grievances shall be submitted by the Association representative to the supervisor having jurisdiction over the entire class of grievances. If the class includes grievants from more than one department, the grievance shall be filed at Step 3. A class action grievance is a situation which allegedly adversely affects two (2) or more employees in the same manner. The grievance must state clearly and specifically the relief sought, the provisions of the Agreement alleged to have been violated, and the specific nature of each violation, and the specific employees involved. Failure to file a class action grievance does not bar the filing of a grievance subsequently on behalf of an employee.

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

Step 4. If the Association is not satisfied with the response of the Borough Manager to the appeal, it may within seven (7) calendar days of receipt of the Manager's decision notify the Borough Manager that it intends to submit the matter to arbitration. The Association and the Borough agree to a seven (7) calendar day extension for the Association to notify the Borough of its intent to seek arbitration. Prior to the close of the initial seven (7) calendar day period, the Association must notify the Borough in writing of its intent to exercise the seven (7) calendar day extension. The Association shall state specifically which article or articles the Borough is alleged to have violated. The Association and the Manager shall meet within seven (7) calendar days to select an arbitrator. The Association and Borough agree to an automatic seven (7) calendar day extension for the parties to meet for arbitrator selection. If the parties cannot agree on an arbitrator, they shall contact the American Arbitration Association or the United States Federal Mediation and Conciliation Service (USFMCS) to obtain a panel of seven (7) arbitrators. If the parties cannot mutually agree upon a name on the panel, they shall, alternatively, strike names until one (1) is remaining.

Section B. Arbitration

1. The arbitration will be scheduled as soon as possible based on the availability of the arbitrator and the parties.
2. The arbitrator shall have no authority to amend, alter or modify the labor agreement or its terms and shall limit his decision solely to the interpretation and application of the agreement. All questions of arbitrability shall be decided by the Arbitrator, subject to the right of either party to appeal to the superior court, which, the parties agree, shall review de novo.
3. The decision and any award of the arbitrator will be binding on all parties thereto.
4. Expenses of the arbitrator shall be borne by the losing party, or if the arbitrator determines that neither party is the losing party, then the arbitrator shall assign arbitrator's fees and expenses proportionally to the parties as judged equitable. Each party shall bear the expenses of its own witnesses, costs and other fees.

Section C. Default

The failure of the grievant to adhere to the time limits shall result in the grievance being closed without further right of appeal. The failure of the supervisors or department director to adhere to the time limits shall result in the grievance being automatically advanced to the next Step. Once the matter is advanced to Step 3, the failure of either party to adhere to the time limits shall result in a decision in favor of the

non-defaulting party. These time limits may, however, be extended at any time by mutual written agreement of the parties. Neither party will unreasonably refuse to grant a legitimate request for an extension of time.

Section D. Delivery of Grievances and Responses.

When a written grievance or response is delivered by mail or email, it shall be sent return receipt requested to the respondent or to the person filing the grievance. When a written grievance or response is hand-delivered, the respondent or the person filing the grievance shall acknowledge receipt in writing on the grievance or response. Copies of all written responses to grievances at any step shall be sent to the APEA/AFT Field Office in Anchorage.

ARTICLE 14
CLASSIFICATIONS AND RECLASSIFICATIONS

Section A. Classifications and Wage Rates

When assigning positions to the appropriate pay grade, the Borough may use a point factor system in which each position is assigned points which correlate to an assigned pay grade; a market based system in which a position is assigned to the pay grade which most closely matches a market rate for the position or like position; or, a combination of both a point factor and market based system.

The creation of a new bargaining unit position or a change in the current duties of a bargaining unit position is the responsibility of the Borough. Accurate job descriptions shall be prepared by the Borough for each classification. Job description formation, revision, modification and/or deletion of essential duties are the responsibility of management. Incidental duties connected with operations enumerated in job descriptions are not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.

The classification pay rate of a new or revised position is subject to negotiation. The Borough will provide the Association notice of the proposed classification pay rate for the position. If the Association wishes to negotiate the range of a new or revised position, it must so indicate in writing within fourteen (14) days of receipt of the new or revised position description. In the event that negotiations do not result in an agreement, the matter may be referred to Step 3 of the grievance procedure. Nothing herein will prevent the Borough from implementing the position if it deems necessary after the fourteen (14) day notification period.

Section B.

While revision in duties assigned to a position remains a responsibility of the Borough, no person whose bargaining unit position is reclassified after the effective date of this agreement may suffer a reduction in pay for two (2) years, but instead the pay of such employee shall be frozen. The pay freeze will not extend beyond two (2) years from the date of reclassification at which time, the pay will be adjusted to the revised classification pay rate. The employee shall be retained in the position even though they may lack one or more of the minimum qualifications for the position as reclassified, as long as they are actively pursuing the knowledge and skills to meet the minimum qualifications.

Section C.

When a job has evolved to a point where substantial additional duties have been added and those duties have been adequately performed by an incumbent bargaining unit employee, the Association shall provide a written reclassification request to the employee's supervisor and Human Resources objecting to the current classification. The Borough shall respond within fourteen (14) days and may choose to reclassify the position or direct the employee to cease performing the additional duties.

When a position is reclassified, the step placement of the incumbent in the new higher grade shall result in at least a five percent (5%) increase in pay. A reclassification does not affect the individual's anniversary date or eligibility for the next step increase. If the reclassification results in a pay change, the effective date shall be the first pay period following the date the reclassification request was submitted to the supervisor and Human Resources.

Section D.

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

Section E.

The Borough retains the right to perform classification studies and implement recommended changes in accordance with section A and B above.

ARTICLE 15
RESERVED FOR FUTURE USE

ARTICLE 16
MANDATORY PROFESSIONAL CERTIFICATIONS

Section A.

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

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

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

If an employee suffers a revocation of his trade or professional license because of a violation of any federal, state or local law due to the deliberate or negligent acts of the employee, the employee may be subject to discipline. A suspension of a required license of more than three (3) months may result in termination.

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

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

Section B.

Maintenance of licenses/certifications within the Department of Emergency Services:

1. Certain employees within the Department of Emergency Services (DES) are required by Federal, State or Borough law to maintain professional licenses or certifications to perform their assigned duties. The DES shall be responsible for all costs for maintaining those licenses/certifications. The DES may choose to sponsor training for the maintenance of one or more license/certification(s). In such an event, the employee is required to participate in the training provided, except as noted below.
 - a. If Borough sponsored training is scheduled for a period of time the employee has pre-approved leave, he/she is not required to attend;

- b. If the Borough sponsored training is only offered one time and the employee is scheduled to work during that time and cannot attend some or all of the training;
 - c. If the employee is absent due to personal illness/injury or to attend to the illness/injury of an immediate family member.
- 2. Employees who are required to attend training courses shall be considered in pay status for the purpose of overtime calculations. If the Borough sponsored training is held during the Employee's non-working hours, the Employer shall compensate the Employee at the Employee's appropriate hourly rate of pay. If attendance at such training will result in overtime, the Employer may change the Employee's regular shift to avoid overtime with at least 72 hours advance notice. Such shift changes are not subject to any prior minimum notification requirements for shift changes otherwise required by this Agreement.
 - 3. When an Employee must take training courses to maintain a job-required professional certification, the Employer agrees to compensate the Employee at the Employee's appropriate hourly rate of pay. Employees attending such training shall be considered in pay status in accordance with Section 1.b above. The Employer agrees to bear the cost of all travel, per diem, meal allowance and incidental expenses in accordance with this Agreement and also to pay all tuition, registration fees, certificate fees, text, and course materials including lab fees.
 - 4. If the employee does not attend a Borough-sponsored training course (except as noted in 1 above), and must enroll in an external training course, all costs to participate in the outside training course may be the responsibility of the employee.

ARTICLE 17
SENIORITY

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

1. resigns;
2. is discharged for cause;
3. is laid off for a period in excess of two (2) years; or
4. accepts a non-bargaining unit position.

An employee who accepts a promotion outside the bargaining unit within the Borough may return or be returned to the bargaining unit within six (6) months and keep the seniority he/she held at the time of his/her promotion under the following conditions:

1. The time away from the bargaining unit does not exceed six (6) months.
2. No Bargaining Unit Member is displaced by the return.
3. Seniority did not accrue during the time away from the bargaining unit.

Upon execution of this Agreement, the Borough shall submit to the Association a list of employees with their seniority standing. The Association shall thereafter be responsible for notify the Borough of any employee returning to the bargaining unit and affected by the paragraph above. The Association shall be responsible for changes and updates to the seniority list.

An employee objecting to his ranking on the list may file a grievance pursuant to Article 13.

ARTICLE 18
RECRUITMENT, PROMOTION, DEMOTION, LAYOFF AND REHIRE

Section A. Recruitment and Promotion

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

In the event of a position vacancy or the creation of a new bargaining unit position, if the position is to be filled, the Borough shall solicit applications for that position from all qualified regular employees of the Borough and may, at the same time, solicit applications from individuals not employed by the Borough. All applications from bargaining unit members shall be forwarded to the hiring manager. All regular employees who have the minimum qualifications for the position as posted will be interviewed. If at least three (3) minimally qualified regular employees have applied, in good faith, and at least three remain after completing the interview process, one (1) of them shall be selected.

When more than one (1) regular employee is being considered for the vacancy and each has approximately equal qualifications as defined in Section G. of this Article, the employee with the most seniority shall be chosen. The Borough will notify all employees who applied for the position of the Borough's final decision. Employee applicants (including those in layoff status) who are not selected may request within five (5) working days of the Borough's notification to hire another applicant for an explanation of the reasons why they were not selected.

The Borough shall post a notice of vacancy on the intranet, and send an email to all bargaining unit members.

Section B. Layoff Alternatives

The Borough will meet and confer with the Association fourteen (14) days prior to issuance of layoff notices to employees to explore alternatives to layoff and discuss affected employees. Alternatives may include employees who volunteer to take leave without pay or to work a reduced work week.

Section C. Layoff

When it is necessary to reduce the number of employees, the Borough shall determine the number and specific position control numbers (PCN) of positions to be eliminated. The employees who are of the same job classification as the position to be eliminated shall be laid-off in reverse order of seniority, the least senior first. Where two (2) or more employees' seniority is within six (6) months of each other, the employees shall be laid off based on skills, performance and ability. Employees to be laid off (above) will be given bumping rights to existing bargaining unit positions, for which they are qualified and for which they have more seniority than the incumbent. Bumping rights apply only to positions at the same or lower pay range. Part-time employees may not bump full-time employees. Qualifications will be based on the existing job descriptions, including addendums, at the time of layoff. Employees transferring to a lesser job as a result of such a "Bump-down" due to layoffs, shall be compensated at the current range of the position transferred to while retaining their current step, anniversary date, seniority and benefits.

A laid-off employee shall have the right to a preference for any temporary or on call position of the Borough for which the laid-off employee is qualified. The laid-off employee shall enter the range of

classification advertised for the position, but shall retain his/her longevity steps. The employee shall remain on layoff status during periods of non-regular employment with the Borough.

The Borough will appoint a qualified employee scheduled for layoff to a vacant MSBEA position of an equal or lower classification before hiring any other person except another regular employee for the position. When two (2) or more employees have relatively equal qualifications, the Borough shall appoint the employee with the most seniority.

When layoffs are determined, the MSBEA employees affected will be given a minimum of thirty (30) days notice or the equivalent pay that the employee would have earned under their normal work schedule for the notice period. A laid-off employee loses all rights two (2) years after lay-off.

Section D. Rehire

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

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

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

Section E. Administration of Furloughs

In the event economic conditions require the Borough to implement furloughs for the fiscal year the following procedures shall be followed:

1. All employees will be subject to the same furlough requirements.
2. Employees could be subject to up to forty (40) hours of furlough per fiscal year.
3. The Borough shall give thirty (30) days written notice to all employees prior to any furloughs being implemented.
4. During the furlough hours, the employee shall be treated as if in pay status relative to the effect on probationary period, leave accrual, health insurance, holiday pay and merit anniversary dates.
5. An employee who was hired on or before December 31 of a fiscal year where a furlough is implemented shall be required to fulfill the full hours of the furlough requirement for that fiscal year. An employee who was hired between January 1 and June 30 of the fiscal year where a furlough is implemented shall be required to fulfill half of the furlough hour(s) requirement during that fiscal year.

6. Employees working less than full time hours shall have their furlough requirement prorated based upon the number of hours the member is regularly scheduled to work.
7. Employees requesting to schedule furlough hours at their convenience, are required to get prior approval from their supervisor. Such requests shall be given full consideration and, to the extent practicable, approved. However, the final decision with regard to approval or disapproval of any employee request will be based on the supervisor's evaluation of the needs of the job.
8. Supervisors may direct an employee to take a furlough to satisfy the requirement by giving two weeks' notice prior to the scheduled date of the furlough. If the supervisor fails to provide two weeks' notice, the furlough can still be scheduled by mutual consent between the supervisor and the employee. Furloughs scheduled at the supervisor's initiation may not be for more than one work day in a pay period.
9. Time taken as furlough hours shall not be considered time worked for the purpose of calculating overtime.
10. To allow employees avoidance of any negative impact on retirement calculations of earnings, employees who as of July 1 of each year of the Agreement would be eligible to retire within three (3) years, based on normal retirement criteria for the pension plan tier, may elect to forfeit up to sixty (60) hours of accrued Personal Leave to negate the obligation to take up to the forty (40) hours of furlough for that year. Personal Leave usage for furlough hours is calculated at one and half (1.5) times of Personal Leave hours for every hour of required furlough.

Section F. Subcontracting

The Borough will not replace existing bargaining unit positions with contracted services. During emergency situations involving health or safety, the provisions of this article do not apply for short duration contracts (one (1) month or less). The Borough has the right to contract out work but efforts will be made to rehire laid-off employees before subcontracting work or assigning work to non-regular employees.

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

In the event the Borough determines such a savings will be realized, the Borough will provide all available cost comparison data to the Association not less than one (1) month prior to its intended contract implementation. If contracted out work is taken in-house, the Borough will make efforts to rehire laid-off employees before all new hires.

Section G. Selection Criteria

In determining which applicant shall be selected for purposes of subsection A above, the Borough shall consider the following factors:

1. The employee's past and current performance, including evaluations, recommendation of the employee's supervisor, recognition, complaints, and corrective or disciplinary actions.
2. Results of the interview conducted and documented.
3. The employee's knowledge and experience with MSB relevant to the essential functions of the position being sought.
4. Outside relevant knowledge and experience for the position being sought.
5. Education.
6. Reference & background Checks.

Section H. Demotions

1. Involuntary demotion for other than just cause is discussed in reclassification actions in Article 14.
2. Involuntary demotion for just cause is covered in Article 21.
3. Voluntary demotion will result in the employee placed in the grade of the new position and a wage commensurate with their skills and qualifications.

ARTICLE 19 PERFORMANCE EVALUATIONS

An established evaluation process is an effective means of communication between employees and their supervisors and provides a vehicle for improvement of performance which will in turn improve service to the public.

Section A. Probationary Evaluations

The performance of employees who are in their initial probationary status may be evaluated at the midpoint of their probationary period. The performance of employees after completion of their initial probationary status will be formally evaluated.

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

Section B. Performance Evaluations

The purpose of the performance evaluations of regular employees is not to penalize employees but rather to clearly communicate to employees how they are performing. The evaluation process is a vehicle for documenting good performance or, where performance is not satisfactory, communicating to employees how they can improve their performance. Management reserves the right to require annual performance evaluations on all employees. If an evaluation is required, the supervisor who completed the evaluation will initially review the evaluation with his/her direct supervisor prior to it being presented to the employee for completion. The division manager or department head, i.e. the direct supervisor shall not sign the evaluation until it has been presented to the employee for discussion. Evaluations will be due on May 31. Evaluations reflecting less than satisfactory performance will only be valid and ultimately included in the employee's personnel file, if completed by May 31. The deadline for completed evaluations may be extended no more than thirty (30) days if agreed upon in writing by the Association and the department director.

Section C. Supplemental Evaluations

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

Section D. Annual Evaluation Procedures

Evaluations should be written by supervisory personnel who have supervised the employee for at least three (3) months during the evaluation period. If no such supervisor is available, the department director or the available supervisor who supervised the employee the longest during the evaluation period may evaluate the employee. The employee's other supervisors, if available, may be required to submit written comments. An evaluation will not cover a period of time in excess of one year unless an end of probation evaluation was completed in February, March or April where an end of probation evaluation was completed during these months, the next evaluation period may be extended up to ninety (90) days. If an evaluation is required or requested, under no circumstance will the employee be asked or required to initially draft the evaluation (either the narrative or the scoring).

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

1. Prior to May 1 of each year, the supervisor shall draft an employee evaluation and submit the draft to the employee, unless an extension is agreed upon as provided in Section B.
2. The employee shall have five (5) workdays to respond to the draft evaluation.
3. The evaluation shall be discussed with the employee within five (5) workdays of the employee's response or if no response was provided the employee and supervisor will still meet within the five (5) workdays.
4. Upon completion of this discussion, the evaluator shall have five (5) workdays to submit the completed evaluation to the employee.
5. The evaluation shall be signed by the employee within two (2) work days of receipt of the completed evaluation.
6. The employee's signature shall not constitute agreement with the evaluation.

The employee shall receive a copy of the final evaluation, including all comments and signatures, no later than May 31 unless an extension is agreed upon as provided in Section B.

Section E. Appeals

Any employee who is dissatisfied with a written evaluation may request that his/her supervisor hold the evaluation for seven (7) calendar days so that he/she may prepare a rebuttal. The rebuttal shall be attached to the evaluation and forwarded to the department head. The department head may revise the evaluation in response to the rebuttal. If the employee is dissatisfied with the department head's response, the employee, through the Association, may request in writing to the HR Director that an investigation be conducted into the accuracy of the evaluation and adjust the evaluation, if necessary, to conform to the facts ascertained during the investigation. Such requests must be submitted within thirty (30) calendar days of the employee's receipt of the final evaluation. For purposes of appeal, an evaluation is final when it is signed by the department head, and a copy with all signatures is provided to the employee. The HR Director agrees to initiate the investigation no later than twenty-one (21) calendar days after receipt of the employee's request. The investigation must be completed within thirty (30) calendar days of an investigation being initiated. A report of the investigation shall be sent to the employee and the Association. The parties agree that the procedure described in this subsection is the sole and exclusive method of resolution of disputes of evaluations not involving step increases. Probationary evaluations conducted under Section A are not subject to appeal.

If the evaluation does not result in a step increase provided for in Article 46, the employee shall have the right to appeal through the grievance procedure within thirty (30) days, up to step 3, Article 13 Section A. only.

Section F. Untimely Responses

If the supervisor has not completed the evaluation process by May 31, the step increase will be implemented on the beginning of the pay period that includes July 1.

Section G. Plans for Improvement

In the event the evaluator notes less than satisfactory performance by an employee, the evaluator shall, develop a plan for improvement that:

1. delineates the evaluator's expectations regarding improvement,
2. describes activities to be undertaken by the employee to improve his performance,
3. indicates a time frame for improvement (not more than 90 days),
4. clearly sets out a specific meeting schedule of not less than biweekly meetings to be conducted where the sole purpose of the meeting is to review the plan for improvement, line by line, to discuss the employee's progress in completing the plan, and
5. sets forth clearly the possible consequences if the expected level of improvement is not attained.

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

ARTICLE 20 EMPLOYEE RECORDS

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

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

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

Before any information or document relating to an employee's performance is placed in an employee's personnel file, the employee shall be made aware of the contents of that document. The document should contain a notation by the employee that they have seen the document or documentation of electronic delivery. Such notation does not signify agreement with the document, but only that the document has been seen and the employee knows the documentation is being placed in their personnel file. Upon written request by an employee to Human Resources, all disciplinary matters will be removed from the personnel file after three (3) years, if no subsequent report of similar violation has been made. All document removed from the personnel file, in accordance with this article, will be retained for the purpose of the Borough retention policy by the Borough in a separate confidential file. Supervisors and hiring managers may only have access to the employee's official personnel file.

Human Resources will maintain a separate file for each employee containing medical-related information. There may also exist documentation of an employee discussion maintained by each supervisor to document any important discussions held with the employee. Documentation may include written or oral communication between the employee and supervisor. A copy of the documentation shall be provided to the employee upon request. An employee may submit a written rebuttal or explanation to the supervisor for inclusion in the file.

ARTICLE 21 DISCIPLINE AND DISCHARGE

Section A. Investigatory Meetings

An investigatory interview is one in which a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his/her conduct. If an employee has a reasonable belief that discipline or discharge may result from what they say, the employee has the right to request Association representation.

After the employee makes the request, the supervisor must choose from among three options:

- Grant the request and delay questioning until the Association representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the employee;
- Deny the request and end the interview immediately; or
- Give the employee a clear choice between having the interview without representation, or ending the interview.

As a part of the supervisory investigation required by just cause, the Borough will notify the appropriate MSBEA Representative and the MSBEA President, of the date and time of any interview to be conducted into any disciplinary matter at least 24 hours in advance of the interview.

Section B. Disciplinary Actions

A supervisor should make an attempt to resolve all employee performance concerns which arise in the workplace without formal discipline.

If an employee continues to fail to perform in accordance with performance expectations, employee obligations set forth in this agreement, or reasonable work rules not in conflict or inconsistent with the provisions of this Agreement, the Borough shall, except as noted in Section C below, for just cause take disciplinary action as follows:

1. a letter of counseling;
2. a written reprimand;
3. suspension without pay;
4. issuance of a last chance agreement;
5. dismissal.

If an employee fails to perform in accordance with performance expectations the Borough may take disciplinary action as follows:

1. issuance of performance plan for improvement, for a period not to exceed six (6) months. The plan for improvement shall include all elements in accordance with Article 19, Section G. The plan shall clearly outline the possible consequences if the expected level of improvement is not attained.
2. denial of pay/step increase;

3. involuntary transfer to another classification or another position of the same class without reduction in grade or salary, if a position is open and the employee is qualified for it;
4. demotion to a classification or position in a lower pay range. A demotion under this article shall not be treated as a reclassification;
5. suspension without pay;
6. dismissal.

Section C. Progressive Discipline

Under ordinary circumstances the Borough may impose progressively serious discipline as described above. The parties recognize, however, that certain conduct may require more serious discipline than would be available if strict compliance with the above sequence were mandatory or that a particular form of discipline may be more appropriate for resolving the employee's misconduct or failure to perform. In such cases, the Borough retains the right to impose discipline at the most appropriate level. Examples of such misconduct (in connection with work) that may lead to dismissal for the first offense include, but are not limited to, use or being under the influence of alcohol or illegal drugs while on duty, threats of or physical assault, intentional theft, intentional material falsification of Borough records and documents, and sexual assault.

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

Section D. Association Representatives

No Association Representative or officer may be disciplined by any action other than a letter of counseling, oral or written reprimand until the Borough Manager has reviewed the action and has found in writing that the disciplinary action is based solely on job performance or misconduct and is not retaliatory in any manner. The Manager's findings shall be forwarded to the Association, the Supervisor, and the employee to be disciplined. If the employee disagrees with the discipline imposed, he or she may, if so desired, initiate the grievance procedure at the appropriate step.

ARTICLE 22
NEPOTISM

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

“Immediate Family” shall be defined, concerning this article only, as spouse, children, mother, father, or other person that resides permanently with the employee.

ARTICLE 23 SAFETY

Section A.

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

Section B.

There will be a Safety committee comprised of at least two (2) MSBEA appointed members and one (1) MSB appointed member from Fire/EMS and one (1) MSB appointed member from Administration. The Safety Committee will meet not less than quarterly, and it shall be the responsibility of the Safety Committee to review all safety related complaints and suggestions submitted by employees, the Association and the Borough. The Safety Committee may issue recommendations which shall be forwarded to the Borough Manager. The Borough shall also schedule and conduct, at least semi-annually, a safety meeting for all employees. Such meetings may be scheduled and conducted by departments or divisions. Topics for discussion during safety meetings shall be selected by the Borough, with input from the Safety Committee. It may include hazard recognition, location of safety equipment, and emergency procedures. On request, a representative of the Association shall be allowed to speak on relevant safety matters during safety meetings.

Section C.

The Borough shall ensure that at least two (2) employees in each department are trained in first aid and CPR, in case of medical emergency within the department. The training shall be equivalent to or surpass the standard first aid program as prescribed by the American Red Cross. The Borough agrees to provide the time and funds necessary to fulfill the above requirements.

Section D.

Recognizing that abuse of drugs and alcohol is a significant problem in our society today and that it can affect not only the health and wellbeing of those who abuse such substances, but also an employee's coworkers and residents with whose care and wellbeing employees are entrusted, the Borough and the Association are committed to addressing alcohol and drug abuse in an appropriate and effective manner.

The Borough expressly prohibits the use, possession or distribution of illicit drugs, marijuana or alcohol while on work status or on the Borough's premises.

Any employee in a safety sensitive position or any employee who regularly operates a Borough motor vehicle in the performance of their job duties and who tests positive for the presence of drugs, marijuana or alcohol, may be subject to disciplinary action, up to and including termination from employment.

A safety-sensitive position is a job or position where the employee holding this position has the responsibility for his/her own safety or other people's safety and/or it would be particularly dangerous if such an employee is using drugs or alcohol while on the job. Safety-sensitive positions include but are

not limited to: the use of heavy machinery, dealing with hazardous equipment or chemicals, performing duties that directly affect the safety of others, or are first responders.

Circumstances under which testing will occur:

1. **Pre-Employment.** Prospective employees may be tested for the presence of drugs, and current employees seeking a transfer, promotion or demotion into a safety-sensitive position may be tested for the presence of drugs or alcohol. An applicant for employment must pass a pre-employment drug test before a hiring decision concerning the particular job for which an applicant has applied will become final.

Pre-employment testing will not test for marijuana metabolites.

2. **Reasonable Suspicion.** Employees are subject to testing when the Borough has probable cause to believe an employee may be under the influence of drug or alcohol while conducting business related activities either on the Borough's property or off the premises. Reasonable suspicion testing will be based on specific contemporaneous, articulated observations of performance and behavior and document by a supervisor and a witness making the observations on a Reasonable Suspicion Incident Checklist form. (Appendix B)

Reasonable suspicion testing will include testing for marijuana metabolites.

When an employee is subject to drug or alcohol testing as a result of reasonable suspicion, the test shall be performed by an approved, state licensed and certified drug and alcohol testing facility using a "split sample" collection process. Testing shall be at the expense of the Borough. In the event that the employee tests negative, the employee will be immediately returned to work and made whole for any regularly scheduled time missed as result of testing. Employees who are required to take a drug or alcohol screening will be informed of their right to consult with an Association Representative. As drug/alcohol screening is time sensitive, such consultation may not materially delay the testing process. If an Association Representative is not available on site and cannot be reached by phone, the employee may request a Human Resources Representative be present during any questioning or discussion leading up to submission to a drug/alcohol screen.

3. **Post-Accident.** Employees driving a motor vehicle while performing work duties will be tested for drugs and/or alcohol if the accident results in death, personal injury, or significant property damage, or there is reasonable cause to believe that the employee's actions contributed to the accident. Such testing will be done as soon as practicable after the accident, consistent with the needs of law enforcement and the need to treat any personal injuries resulting from the accident.

Post-accident testing will include testing for marijuana metabolites.

If management determines testing is required, the employee will be provided an opportunity to explain their behavior or action. An employee will not be required to submit to testing if his or her behavior or action is reasonably explained to the satisfaction of management. Employees who test positive for marijuana or due to medication taken for valid medical reasons, that do not impair their performance or cause unsafe work conditions, shall be returned to work absent any reasonable suspicion.

Refusal to take any of the tests identified in this section will result in the assumption of a positive test, and may result in disciplinary action up to and including termination of employment.

The Borough and the Association recognize that alcohol and chemical dependency are chronic and treatable conditions. The Borough and the Association support efforts which will enable the chemically dependent employee to remain employed so long as performance expectations are maintained, and the employee is not found to be under the influence of illicit drugs, prescription drugs for which the employee has not current prescription, or alcohol while on duty.

Efforts should be made by the employee to identify those conditions and the treatment options at an early stage to prevent or minimize erosion in work performance when applicable. The Borough and the Association will encourage and support employee self-reporting of such dependency issues and participation in an individually tailored "return to work" agreements, through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance.

The Borough further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible for a leave of absence under the same terms as other health conditions provided the employee is participating in an approved treatment/rehabilitation program.

ARTICLE 24
ELECTIONS

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

If an employee desiring to vote is not off-duty long enough to vote on Election Day, and has not voted absentee, the Borough shall allow the employee additional time off without loss of pay to enable the employee to vote. The additional time off shall be limited to the amount of time sufficient to vote and shall not exceed the amount of time necessary for the employee to have two (2) consecutive off-duty hours between either the opening of the polls and start of work or the end of work and the closing of the polls.

ARTICLE 25 PAY DAYS

Section A.

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

Section B.

The Borough and its employees have a shared obligation to ensure that employees have been accurately paid. Employees shall promptly report any under/overpayments to Payroll. The Borough shall promptly report any under/overpayments to the affected employee. Overpayments discovered after two (2) years from the time the overpayment was made will be forgiven by the Borough, unless the overpayment was the result of fraud, deception, or the employee's negligence. Repayment will be made at the same average monthly rate at which the original overpayment was created.

ARTICLE 26
RESERVED FOR FUTURE USE

ARTICLE 27
PROTECTION OF RIGHTS

Section A. Revocation of Licenses or Certifications

In the event an employee shall suffer a revocation of his trade or professional license or certification required by the job description, because of a violation or violations of any federal, state or local laws by the Borough, the Borough shall provide suitable and continued employment for such employee at no less than the employee's standard rate of pay at the time of revocation of the employee's license/certification for the entire period of revocation of the license/certification. The employee shall be reinstated to the position he held prior to revocation of his license/certification after his license/certification is restored. The employee shall lose no pay or benefits in the event of revocation of his license/certification due to actions taken at the direction of the Borough. However, if the revocation is due to the employee's action, and such actions weren't directed by the Borough, the Borough may discharge, reassign, or suspend the employee without pay.

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

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

Section B. Performance of Duties

Upon written request by the employee, the Borough shall provide for the legal defense of an employee in any civil action brought against the employee as a result of the employee's actions taken within the course and scope of his/her employment. When an Ethics complaint is filed with the Ethics Board against a bargaining unit member, the Borough will make a determination whether the member was acting within the scope of his/her duties during the event which gave rise to the ethics' complaint. If the Borough determines that the employee was acting within the scope of his/her duties, the Borough shall provide indemnification before the Ethics Board to a maximum cost of \$10,000.

An employee who is sued in any civil action based upon actions taken in the performance of his duties for the Borough shall not lose his position, pay or benefits, unless the employee's conduct was the result of intentional misconduct or gross negligence. Costs stemming from a civil suit against an employee in the performance of his duties, as required by the Borough, shall be borne by the Borough, including any judgment rendered against the employee, except in cases of intentional misconduct or gross negligence.

Section C. Rights of Employees

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

ARTICLE 28 TRAINING

Section A. Training Programs

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

Section B. Association Participation

The Association and the Borough agree that job related training and development of employees is mutually beneficial. The parties agree to meet at the request of either party for the purpose of exchanging information for the training of employees.

Section C. Training Reimbursement

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

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

Section D. Physical Ability Test (PAT)

Employees hired into applicable positions are required to take a recurring annual PAT after successfully passing a physical exam. Employees will be afforded duty time and physical fitness equipment to condition themselves prior to taking the annual PAT. Employees who are unable to pass the annual PAT will be tested again within 90 days, unless we are unable to conduct a PAT due to adverse weather

conditions. In those instances, the employee will be tested again at the next scheduled PAT. During this interim period, management reserves the right to determine whether the employee will be re-assigned or continue performing their normal duties. If an employee does not pass the subsequent PAT re-test, management reserves the right to take appropriate corrective action, up to and including termination.

If an employee in an applicable position is working under a reasonable accommodation and does not have a health provider's release to work at 100% capacity (or less than 100% if the employee can perform the essential functions of their position with a reasonable accommodation) at the time of one of the above-mentioned PATs is administered the employee may be provided an extension to accommodate an approved reasonable accommodation.

Prior to any candidate or employee taking the PAT, they shall each be read the instructions for each event, watch a video for each event, have an opportunity to ask questions, sign a waiver, and disclaimer that they have been read, watched the video and understand each station of the PAT. Candidates and employees must satisfactorily pass the PAT in the validated time or less without being disqualified for infractions during the PAT.

The specific requirements of the PAT, as they apply to MSBEA members, may be modified by the Borough. However, prior to modification the Borough must meet and confer with the MSBEA before implementation. The purpose of the meet and confer is merely to ensure the Borough has the input of the affected MSBEA members before making final decision(s) on any changes. After they meet and confer, the Borough then has the sole discretion to modify the PAT as it deems appropriate.

ARTICLE 29
LEAVE OF ABSENCE

Section A. Leave Without Pay

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

Section B. Benefits During Leave Without Pay

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

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

Section C. Bereavement Leave

1. Bereavement leave shall be allowed to employees due to the death of a family member. Employees shall have the option to take up to forty (40) hours of paid bereavement leave (forty-eight (48) hours for 56 hour employees) for each qualifying family member. Time taken for bereavement leave in excess of the hours stated above shall be first charged to personal leave and then to leave without pay.
2. Family, for purposes of bereavement leave, is defined as spouse or domestic partner, children (including grand, step, foster, and adopted), parents (including in-laws), grandparents and siblings.

ARTICLE 30 FAMILY AND MEDICAL LEAVE

Section A. Eligibility

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

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

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

Section B. Reasons for Family and Medical Leave

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

1. The birth of a child of the employee, or the placement of a child with the employee for adoption (or, under federal law, for foster care), provided the leave is taken within one (1) year of the birth or placement.
2. The need to care for the employee's family member who has a serious health condition.
3. The employee's own serious health condition which makes the employee unable to perform his job functions.
4. For qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty (or have been notified of an impending call to active duty status) in the Armed Forces in a foreign country.
5. To care for a FMLA covered service member with a serious injury or illness.

Section C. Employee Obligations

Employees shall be required to give thirty (30) days notice to the Borough specifying the need to use FML if the need for the leave is foreseeable. The employee shall give notice to the Borough as soon as possible when the need for the leave was not foreseeable by thirty (30) or more days. The employee shall also

make a reasonable effort to schedule treatment or other covered activities so as to not unduly disrupt operations of the Borough.

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

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

Section D. Employee Pay and Benefits While on Leave

Employees shall be required to first use all accrued paid leave down to sixty (60) hours as part of FML. The decision to utilize the remaining sixty (60) hours is at the sole discretion of the employee and requires the employee to notify payroll of their decision. The remainder of any FML leave shall be leave without pay.

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

Section E. Status Upon Return to Work

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

Section F. Intermittent Leave

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

Section G. Definitions

1. A “family member” means: a) a child as defined in #2; b) an employee’s spouse; c) an employee’s parent or a person who acted as the employee’s parent.
2. “Child” or “son” or “daughter” means a biological, adopted or foster child, a stepchild, a legal ward or a child for whom the employee has accepted parental responsibility. To qualify the employee for leave under this article, the child must be under eighteen (18) years of age or be incapable of self-care because of a mental or physical disability.
3. “Serious health condition” generally means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, residential medical care facility or continuing treatment by a health care provider. The specific circumstances of each employee’s situation will determine whether state or federal law (or both) on “serious health condition” will apply.
4. “Health care provider” means doctor of medicine or osteopathy licensed in the state in which the doctor practices and such other health care providers as are approved under the state or federal acts.
5. “Health benefits” means existing contractual medical, eye or dental insurance coverage to which the employee would be entitled if not on Family and Medical Leave.
6. “Year” means a “rolling” twelve (12) month period measured backwards from the date an employee uses any FML.
7. “Fitness for Duty” refers to the employee’s physical or mental ability to perform the essential function of a position, with or without reasonable accommodation.

Section H. Borough Obligations

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

Section I. Employee Rights

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

Section J. Reliance Upon State and Federal Law

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

ARTICLE 31
VEHICLE USAGE

Section A. Reimbursement Rate

No employee shall be required to provide on-the-job transportation as a condition of employment. An employee who is required to drive in order to perform an essential function of their position must drive a Borough vehicle. Incidental or non-work hour use of a private vehicle in the performance of their job duties, except to drive to and from designated locations to pick up a Borough vehicle, requires pre-approval by the department director or designee. An employee who uses his personal vehicle shall be compensated at the federal mileage reimbursement rate in effect for that year.

Section B. Tobacco Use

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

Section C. Safety

No employee shall be required to operate a Borough vehicle unless that vehicle's safety systems are in proper working order and mechanically sound. Safety systems include, but are not limited to: engine; brakes; windshield wipers; tires; steering; and, safety restraint systems (seat belts and air bags if installed by the manufacturer). While driving during the performance of duties, talking or messaging on a mobile device (except in emergency vehicles on approved mobile devices) is prohibited, unless using a hands free device.

Section D. Passengers

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

ARTICLE 32
TOOLS

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

ARTICLE 33
DAMAGED OR STOLEN PROPERTY

Section A. Reimbursement for Damaged Property

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

Section B. Responsibility for Stolen and Damaged Property

An employee who is responsible for Borough property that is stolen or damaged, as a result of an intentional action by that employee may be responsible to pay actual replacement or repair costs of the property. If an employee grieves a decision under this section, the employee shall not be required to pay the replacement or repair costs until the grievance is finally decided.

ARTICLE 34
NON-WAR MILITARY DUTY ABSENCE

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

ARTICLE 35
SEVERE WEATHER AND HAZARDOUS CONDITIONS

Section A.

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

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

Section B.

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

Section C.

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

ARTICLE 36 RESIGNATION

An employee who desires to terminate his service with the Borough shall submit a written resignation to his supervisor. Resignations shall be submitted as early as possible, but at least ten (10) working days (two (2) weeks for 56 hour employees) before the final workday, except in cases of retirement, in which case the employee is expected to provide 60 days advance written notice. An employee may rescind his resignation within two (2) business days of submittal. The Borough shall have sole discretion to determine if the resignation may be withdrawn after the two (2) day rescission period. Personal leave requests remain subject to management approval.

Personal leave requests approved prior to giving notice of resignation may be rescinded depending upon the operational needs of the department. A copy of an employee's resignation shall be attached to the form effecting separation and be filed in the employee's personnel file. The statement will be taken into consideration if the individual applies for re-employment. Failure to give the required minimum notice shall be entered in the employee's record and may be cause for denying future employment with the Borough. Upon termination, an employee shall receive compensation for all accrued compensable leave.

ARTICLE 37
TERMINATION PAY

The Borough shall make all reasonable efforts to ensure that when an employee is involuntarily terminated, his wages and all benefits shall be paid within three (3) working days. Employees who voluntarily resign shall be paid at the next regular payroll day after the resignation effective date. All employees are required to surrender all Borough ID cards, equipment, apparel, keys and other Borough property before the final check is issued.

An employee shall be entitled to two (2) weeks termination notice or two (2) weeks pay in lieu of notice except in cases of disciplinary action.

ARTICLE 38
ACTING APPOINTMENTS

Section A.

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

Section B.

An employee temporarily appointed to or required to perform the duties of an exempt position for a period of five (5) or more consecutive working days, shall receive at least the rate of the first step of the higher grade or a premium of ten percent (10%) of current salary, whichever is greater, for the entire period of the appointment.

Section C.

It is understood that an employee is not entitled to the higher classification pay merely by assuming signatory authority; conversely, it is not required that each and every duty of the higher classification is required to receive the higher classification pay. The employee shall receive a description of the responsibilities and the authority for the acting period.

Section C.

If, for a period of seven (7) or more consecutive working days, an employee is assigned or required to perform the duties of a higher classification within the bargaining unit or position in which there is an absence or vacancy, in the absence of a formal appointment, the employee shall receive at least the rate of the first step of the higher grade or a premium of ten percent (10%) of the current salary, whichever is greater, for the entire period of the appointment.

ARTICLE 39
HOURS OF WORK AND OVERTIME

Section A. Work Week

- a. Except for 56 hour employees, the work week shall commence on Monday and end on Sunday, normally consist of forty (40) hours within five (5) consecutive days, and all regular full-time employees with status shall be guaranteed a work week provided they are ready, willing, and able to work, unless suspended, on layoff, or leave without pay. Department heads may establish different schedules, with Borough Manager approval, to meet departmental operating needs. The parties have established alternate schedules to meet the needs of the Borough. Those schedules are included as Appendix A to this Agreement. The parties may also designate periods during which employees, in order of seniority, select their own shifts.

The Borough agrees that, except for 56 hour employees, the employee shall be paid overtime for all hours worked in excess of forty (40) hours in any one (1) week, at the appropriate overtime rate of pay. An employee may choose to receive compensatory time off at the appropriate overtime rate in lieu of receiving compensation. Compensatory time will be scheduled and treated in the same manner as personal leave. An employee must use accrued compensatory time prior to the use of personal leave. The maximum amount of compensatory time that an employee can accumulate is one hundred twenty (120) hours.

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

- b. For 56 hour employees, the regular work schedule will consist of twenty-four (24) hour shifts. The shift change for a 24-hour shift will be at 9:00 a.m. unless the parties mutually agree to either an earlier or later change time. It is expressly understood that meal breaks are not designated during a 24-hour shift.

Any non-temporary change made shall not start earlier than 7:00 a.m. or later than 9:00 a.m. If the parties agree to a change in the time, the change must remain in effect for a minimum of six (6) months. Before a change is made, thirty (30) calendar days written notice will be given to the affected employees. The provisions of this subsection will not apply to employees undergoing basic training.

For purposes of this Agreement, a normal workweek for 56 hour employees may include work shifts on Saturdays, Sundays, and/or holidays.

The 56 hour employees working the 24-hour shift schedule are subject to the provisions of §207(k) of the Fair Labor Standards Act (FLSA). The 56 hour employees may from time to time be assigned to a forty (40) hour work week. FLSA §207(k) does not apply to the week that the employee is assigned to forty (40) hours. Overtime for the forty (40) hour work week will be paid for all hours worked in excess of 40 hours during the forty (40) hour work week assignment.

The 56 hour employees' work period is based on fourteen (14) consecutive days. The maximum hours worked before overtime in the fourteen (14) consecutive day work period is 106 hours in accordance with the FLSA.

Overtime will be calculated based on a fourteen (14) day schedule. A pay schedule will set out the FLSA overtime pay dates.

Overtime for 56 hour employees shall be paid at one and one-half (1 1/2) times their factored hourly rate for all actual hours worked in excess of 106 hours, or as otherwise provided for in this contract.

Section B. Down Time

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

Section C. Off Hours Electronic Response

Employees shall be paid for time spent in half (1/2) hour compensable increments for each business/series of calls received and placed in the course of their jobs after normal business hours or on their regular days off or while on approved leave. The employees will be required to document the time of call(s) received and placed with a synopsis of the call(s) itself. This section shall apply only where management directs an employee to monitor electronic communications, and action is necessary beyond acknowledgement or forwarding of the communication, outside of the normal business hours or while on approved leave.

Section D. Standby or On Call

Any employee required to remain available to the Borough after work hours, by telephone, personal pager or other communication device, and who remains obligated to respond, shall receive compensation in the amount of one (1) additional hour of pay per day, and 2 hours for 56 hour employees at the normal hourly rate for each 24 hours or portion thereof on standby status. If his/her standby or on call duty extends over the weekend, he/she shall receive two (2) hours of additional pay, 3.5 hours pay for 56 hour employees at the normal hourly rate for each 24 hours or portion thereof on standby status, for each weekend day or holiday the employee is on standby or on call.

Section E. Call In

When an employee is called by the Borough to work prior to his regularly scheduled starting time, and continues to work into the regular shift, he shall be paid for the time worked at the premium rate of one and one-half (1.5) times their regular rate of pay. If an employee is called by the Borough any other time, he shall be guaranteed a minimum of 2.7 hours pay at the premium rate of one and one-half (1.5) times their regular rate of pay. This call-in provision applies only when the Borough has specifically requested an employee to perform work at a specified time and/or for a specified duration or on a specified project. This provision is not meant to include an employee coming into work at the time of the employee's convenience.

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

paid at the regular rate of pay and the employee may take up to one (1) hour of unpaid time during the day.

Section F. Department of Emergency Services Employees and Animal Care and Regulation Officers

Department of Emergency Services employees, except 56 hour employees, and Animal Care and Regulation Officers shall be allowed a rest period of at least four (4) hours, but not more than eight (8) hours, of non-compensable time beginning from the time they return home until they are required to report for their regularly scheduled shift if the call in occurs more than two (2) hours prior to their regularly scheduled shift starting time. If the employee is the sole person on the shift, the employee must contact their supervisor at least one (1) hour prior to the shift starting to notify them that they will not be on duty at their regularly scheduled time.

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

Section G. Emergency Operations Center

When employees work in the EOC, employees will be allowed at least eight (8) hours rest time before being required to report to their normal work location.

Section H. Cleanliness

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

Section I. Alternate Work Location

When it is determined to be in the best interests of the Borough, requests by employees to work from home or some other location may be considered on a case by case basis.

ARTICLE 40
SHIFT DIFFERENTIAL

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

ARTICLE 41
PROBATIONARY PERIOD

Section A.

Newly hired employees serving in their initial probationary period shall serve a probationary period of twelve (12) months, or longer if necessary to obtain all testing, licenses, certifications, and/or registrations that were required in the job description to be obtained within a certain time frame after hire. All periods of leave without pay in excess of fifteen (15) days during the probationary period will defer the probation completion date by that number of days.

Section B.

All time served by an employee in an acting capacity in a higher class of position shall be credited to any probationary period applicable to that position in the event the employee is promoted to that higher position, provided that such time was served within one (1) year before the effective date of such promotion.

Section C.

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

Section D.

A promoted or transferred employee who has successfully completed their initial probationary period and is a "regular employee" as that term is defined herein shall serve not less than six (6) months probationary period at his/her new position or at least as long as necessary to obtain all testing, licenses, certifications, and/or registrations that were required in the job description to be obtained within a certain time frame after hire. If any promoted or transferred employee fails to successfully perform the essential functions of the job or voluntarily wishes to be placed back into their previous position during the first fifteen (15) days of the probationary period, said employee shall be permitted to do so. After fifteen (15) days, he/she shall be permitted to do so if the position is available and no offer of hire has been made, or it has not been filled by a probationary or regular employee. No adverse action may be taken against the employee as a result of the above except the employee's range and step will revert to that of the previous position.

ARTICLE 42 DRIVING RECORDS

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

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

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

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

The Borough utilizes criteria as the standard to determine an acceptable driving record for prospective and current employees (Appendix C). Employees must satisfy the established criteria in order to operate a motor vehicle on behalf of the Borough.

If an employee's license is suspended or revoked and/or the employee becomes disqualified under items 1 through 10 above, or the criteria provided in Appendix C, and it is necessary for the employee to drive to perform essential functions of the job, the employee may be subject to discipline, up to and including termination. The Borough may make a reasonable effort to accommodate the employee by, among other

things, modifying the employee's duties or by placing the employee in a vacant position in an equal or lower classification for which the employee is qualified. If the employee's duties are decreased or the employee is placed in a lower classification, the employee shall be paid at the grade appropriate to the lower classification or decreased duties.

In assessing whether the Borough may make a reasonable effort to accommodate an employee, under the conditions described above, the Borough shall consider other similarly situated employees. If a reasonable accommodation is not possible, the employee may be put on leave without pay.

If an employee's license is suspended under Type D (Appendix C), the employee shall be allowed 30 calendar days to obtain their license or work permit. If an employee is unsuccessful the Borough may impose discipline up to and including termination.

ARTICLE 43
PAID HOLIDAYS

All regular employees, except 56 hour employees, of the Borough shall receive their regular compensation for the following legal holidays:

New Year's Day	-	the first of January
President's Day	-	the third Monday in February
Seward's Day	-	the last Monday in March
Memorial Day	-	the last Monday in May
Independence Day	-	the fourth of July
Labor Day	-	the first Monday in September
Veteran's Day	-	the eleventh of November
Thanksgiving Day	-	the fourth Thursday in November
Day After Thanksgiving	-	the fourth Friday in November
Christmas Eve	-	the work day prior to the observed Christmas holiday
Christmas	-	the twenty fifth of December
Floating Holiday	-	On the pay check that includes February 12 all employees will be credited with a floating holiday to be scheduled with the concurrence of the department head.

- A. Except for 56 hour employees and employees regularly scheduled for work on a shift basis, when a holiday listed above falls on Saturday, the preceding Friday shall be observed as a legal holiday, and when the legal holiday falls on Sunday, the following Monday shall be observed as a legal holiday. A Department that has regular weekend operations may choose to recognize the actual holiday instead of the observed holiday. In this instance, Department Directors may designate another day within the same pay period to be observed as the holiday. This alternate designation must be communicated in writing to the affected employees, human resources, payroll and the MSBEA at least thirty (30) calendar days in advance.
- B. Employees will not receive holiday pay if they are on leave without pay for the whole day, either the day before or the day after the observed holiday.

Hours worked on any holiday do not count toward overtime and overtime worked on any holiday may not be pyramided with respect to the same hours.

An employee required to work on a holiday listed above, except a 56-hour employee, shall be paid two and one half (2.5) times his normal rate for each hour worked on that day which includes his/her holiday pay. All work performed by a regular full-time employee on his/her regular day(s) off in any week in which a holiday is observed, will be paid premium pay at the rate of one and one-half (1.5) times their regular rate of pay.

Except for 56 hour employees, if a holiday falls on the employee's normal day off the employee, subject to the department needs, may choose to take an alternate day off during the same work week that the holiday falls within (Monday-Sunday) or shall be paid eight (8) hours at the regular pay for the holiday. The alternate day off must be one of the employee's regularly scheduled work days and the information must be communicated to Payroll, on appropriate Borough forms, as to which day during the work week is being used as the holiday day.

An employee who has taken personal leave in a week in which a holiday is observed, may choose to withdraw the leave usage deduction of his/her leave balance, if he/she is asked to work additional hours (which exceed his/her normal work schedule) in that week. For example, if Monday is observed as a holiday, and the employee takes two (2) hours personal leave on Tuesday, he/she may withdraw the two (2) hour leave deduction if he/she is asked to work more than two (2) hours on Saturday. The leave usage withdrawal may not exceed the number of extra hours actually worked above and beyond the normal schedule.

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

C. Emergency services Employees working a 56 hour/week schedule shall be compensated for holidays in the following manner:

1. The Employer shall credit the personal leave account with eight (8) hours for each full pay period of service. Holiday hours shall not be credited for periods of time the Employee is on leave without pay, suspension, or injury leave.
2. When an emergency services Employee who works a 56 hour/week schedule is scheduled to work one of the holidays and does not work, his/her personal leave account shall be charged for twenty-four hours unless the absence is because of bereavement.
3. When an emergency services Employee who works a 56 hour/week is called in to work (is not normally scheduled to work) on one of the holidays, he/she shall be paid at a rate 2 times his/her normal hourly rate.

ARTICLE 44
PERSONAL LEAVE

Personal leave shall be defined as any leave accrued by and paid to employees by the Borough for the employees' use for vacation, sickness, or other absences from work. Employees shall begin to earn personal leave at the time of hire as a bargaining unit member.

Personal leave shall not be available to probationary employees within the first six (6) months of their initial employment with the Borough. This notwithstanding, such probationary employees may be granted up to sixteen (16) hours of personal leave by their immediate supervisor if a sufficient amount of leave is available. Employees may use accrued leave after completing the first six (6) months of probation.

Personal leave does not accrue during periods of unpaid leave unless otherwise required by applicable federal or state laws. Personal leave accrual resumes upon the employee's return to active pay status.

Personal leave shall accrue in accordance with the following schedule for employees hired through December 31, 2000:

<u>Length of Employment</u>	<u>Leave Allocation</u>
11 years and longer	12.7692 hours/pay period

Personal leave shall accrue in accordance with the following schedule for employees hired after December 31, 2000:

<u>Length of Employment</u> (Hire Date as a Regular Employee)	<u>Leave Allocation</u>	<u>56-Hour Employees</u>
Less than 1 year	5.9996 hours/pay period	8.3996 hours/pay period
1 st Anniversary	6.9227 hours/pay period	9.6919 hours/pay period
2 nd Anniversary	8.7689 hours/pay period	12.2765 hours/pay period
5 th Anniversary	9.6919 hours/pay period	13.5689 hours/pay period
10 th Anniversary	11.6378 hours/pay period	16.2930 hours/pay period

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

Unless individually excepted by the Manager upon a showing that hardship to the Borough would result, all regular full-time employees shall take at least five (5) consecutive days (three (3) consecutive days for 56 hour employees) of personal leave each year at a time or times convenient to the employee and to the Borough. Regular part time employees shall take pro-rated personal leave at a time or times convenient to the employee and to the Borough.

No employee shall accrue any personal leave in excess of six hundred (600) hours, or eight hundred forty (840) hours for 56 hour employees. Upon termination, the employee shall be paid for all personal leave accumulated up to the effective date of termination.

Leave Balance Conversion and Use upon Schedule Change for 56 Hour Employees

- A. Whenever an employee changes (i.e. promotion, demotion, transfer from a 56-hour Schedule to a forty (40) hour schedule or vice versa, the employee's leave balances shall be adjusted by the following formulas:
1. 56-hour schedule to 40-hour schedule:
 - a. Factored hourly rate (56 hours) x [current leave bank balance hours] = dollar value.
 - b. [Dollar value] / [40-hours factored hourly rate] = new leave bank balance in hours.
 2. Moving from 40-hour schedule:
 - a. Factored hourly rate (40 hours) x [current leave bank balance in hours] = dollar value.
 - b. [Dollar value] / [56-hour factored hourly rate] = new leave bank balance in hours.
- B. Whenever an employee is placed on a temporary duty assignment, light duty assignment, or temporary shift accommodation changing from a 56-hour schedule to a 40-hour work schedule the employee leave accrual will remain the same.
- C. Employees who are placed in a temporary duty assignment, light duty assignment, or temporary shift accommodation changing from a 56-hour schedule to a 40-hour work schedule leave usage will be as follows:
- 108 hours (56-hour schedule) divided by 80 hours (40-hour schedule) = 1.354 hour leave amount conversion
 - 5/8's schedule, the daily usage is $8 \times 1.354 = 10.8$
 - 9/80's schedule, the daily usage is $9 \times 1.354 = 12.15$
 - 4/10's schedule, the daily usage is $10 \times 1.354 = 13.5$
- D. Leave for the purposes of this section includes personal leave and compensatory time, and any other leave identified in this agreement.

If an employee is absent for more than two (2) consecutive working days (more than two 24-hour shifts for 56-hour employees) for an illness or an injury, the Borough may require the employee to provide a doctor's certificate indicating the disability and fitness to return to work.

Requests for leave made pursuant to any applicable provision of this Agreement, shall not be unreasonably denied.

Leave Donations

To qualify for leave donations employees must have a critical need for time off from work due to a serious health issue, as defined under state and federal family medical leave regulations, involving them or a

member of their immediate family. A Borough employee who is qualified for personal leave accrual and qualifies for Family Medical Leave (FML) may request leave donations from other Borough employees through the following steps:

1. Employee submits request for FML to Human Resources.
2. Employee informs supervisor of need for leave donations.
3. Department Director submits written request to Human Resources identifying the employee needing leave and the amount of leave requested. Human Resources will send out a leave donation request to all Borough employees upon approval of the Borough Manager.

Leave donations will only be accepted up to the amount requested. All leave time donated to another employee becomes the property of that employee. No reimbursement of leave time will be made to employees who donate their personal leave, unless the amount donated is in excess of the amount requested. Employees donating paid leave time should do so without an expectation of having any of the donated time returned to them.

ARTICLE 45
INSURANCE

Section A. Health Insurance Plan

1. Covered Employees

- a. Plan Design: The Borough shall provide and pay the costs for group health insurance for employees and their dependents through the duration of this Agreement. The benefits shall be equal to or better than those in the Matanuska-Susitna Borough health plan in effect December 31, 2017.
- b. Employees with a work week of at least thirty (30) hours.

2. Employee Contribution

Each employee with a regular work week of thirty-four (34) hours or more will pay a percentage of the overall medical plan costs, including prescription costs, administrative fees, and stop loss premium costs incurred the prior plan year. At the employee's option, the employee may pay an additional contribution and receive Dental and Vision coverage. Employees with a regular work week of at least thirty (30) but less than thirty-four (34) hours may elect to purchase Borough provided insurance coverage and will pay a higher contribution.

Employee contributions shall be deducted in equal amounts from each employee's paycheck on a bi-weekly basis. Adjustments to employee contributions will be effective on the pay period that includes July 1 of each year. Following are the percentage of employee contributions to be paid each fiscal year for medical coverage and optional dental and vision coverage:

Regular Workweek of Thirty-Four (34) Hours or More

- FY23: 16% of prior plan year medical plan costs
16% of prior plan year dental and vision costs
- FY24: 17% of prior plan year medical plan costs
17% of prior plan year dental and vision costs
- FY25: 18% of prior plan year medical plan costs
18% of prior plan year dental and vision costs

Regular Workweek of at Least Thirty (30) Hours, but Less Than Thirty-Four (34) Hours

- FY23: 18.5% of prior plan year medical plan costs
18.5% of prior plan year dental and vision costs
- FY24: 19.5% of prior plan year medical plan costs
19.5% of prior plan year dental and vision costs
- FY25: 20.5% of prior plan year medical plan costs
20.5% of prior plan year dental and vision costs

3. Levels of Borough Funding

Through the life of this contract, the Borough shall pay the costs of Medical, Vision and Dental insurance less the negotiated employee contribution per month for each employee with a regular work week of thirty (30) or more hours, unless otherwise defined by applicable federal or state law.

4. Funding Process and Reconciliation.

- a. Component Costs of Health Care Insurance: The health care insurance costs include, but are not limited to, premium costs, claim costs, third party administrative fees, specific stop loss premium, and the aggregate stop loss premium less any rebates.
- b. Health Insurance Plan Funding: The Borough will be responsible for funding the projected health care insurance costs each year.

5. Duration/Notice

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

6. Unpaid Leave

An employee may continue health insurance coverage at the employee's own expense during an unpaid leave of absence, except as otherwise provided in Article 30. When on an unpaid leave of absence not covered by Article 30, the employee must pay one hundred percent (100%) of the monthly cost prior to the Borough's payroll date for insurance withholding. The cost of health insurance for the employee on unpaid leave except as otherwise provided in Article 30, will be based on the prevailing Consolidated Omnibus Budget Reconciliation Act (COBRA) cost plus the two percent (2%) administration fee for the respective plan year.

7. Wellness Leave

All employees shall be granted up to four (4) hours of paid administrative leave for personal wellness. Members are encouraged to use these hours for annual check-ups and other personal/family wellness appointments. Wellness leave shall be scheduled by mutual agreement of the employee and the supervisor. Wellness leave shall be utilized in one (1) work day and shall not carry over beyond the end of the fiscal year. Wellness leave may be combined with up to four (4) hours of personal leave. Wellness leave may not be used on the scheduled workday preceding a holiday or on the scheduled workday following a holiday. Wellness leave is not accruable or cashable; the employee either uses the leave or loses the leave.

8. Health Benefits Evaluation Committee

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

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

- b. The HBEC shall consist of six (6) members, three (3) appointed by the MSBEA and three (3) appointed by the Employer.
- c. The HBEC shall have access to analyses of current plan administration, claims payment administration, benefit plan design and utilization conducted by or for the Borough. A representative of the carrier and any paid consultant shall be available to the Committee. As a minimum, the Borough will provide, through either the TPA or the Consultant, quarterly reports of utilization by the Borough employees.
- d. The HBEC may, by majority vote, make recommendations for changes to the Borough Manager concerning any provision of efficient, effective health care benefits including but not limited to utilization review, pre-certification requirements, cost containment measures, employee education and preferred provider arrangements.

Section B. Life Insurance and AD&D

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

Section C. Analysis of Health Plan Alternatives

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

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

ARTICLE 46 SALARY INCREASES

Section A.

The salary scale (Appendix D) is comprised of individual pay grades.

On the pay period that includes July 1, each year, employees who have completed their initial probation shall receive a step increase in his assigned pay grade. Step increases may not be given to an employee who receives an evaluation under Article 19, denoting less than satisfactory performance.

The salary scale shall be adjusted annually on the pay period that includes July 1, in accordance with the US Bureau of Labor Statistics, Employee Cost Index (ECI) for Wages & Salaries (Not Seasonally Adjusted) Employment Cost Index for Wages & Salaries, for State & Local Government Workers by Occupational Group & Industry, All Workers as of December of the prior year. The annual adjustment described in the paragraph shall be 100% of the ECI.

Section B.

In case of promotion (the advancement of an employee from one (1) classification to another having a higher maximum salary limit), the employee will be placed at the step in the grade of the new position and at a wage commensurate with their skills and qualifications, but not less than a five percent (5%) increase, unless the increase exceeds the maximum of the grade.

Section C.

The above provisions for pay increases do not preclude the possibility of giving an employee a merit bonus up to 5% of his annual compensation. Merit bonuses may be awarded at any time in recognition of superior and meritorious performance of duty or special accomplishments, upon Borough Manager approval of a written merit bonus request.

Section D.

The following process will be used to determine the regular hourly rate of pay for 56-hour employees:

1. The positions will be classified through the established classification process and placed into the existing pay grade on the Salary Schedule.
2. The regular hourly rate will be determined by dividing the annual wage for the assigned pay grade by 2,756, which reflects 53 hours of work per week over a 52-week period.

Section E.

With the written approval of the Manager and where the position classification and job description does not recognize supervisory duties and responsibilities, an employee shall receive five percent (5%) premium pay for "leadworker" status only for the work periods during which the employee is assigned a supervisory role.

ARTICLE 47
TRAVEL AND PER DIEM PAYMENTS

Section A.

While on preapproved Borough business, employees shall be reimbursed for the actual cost of reasonable food, lodging, and travel. Employees must show receipts showing actual costs incurred. Reimbursements will not exceed the federal per diem rate for the location where the expenses are incurred.

Section B.

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

ARTICLE 48
MANAGEMENT RIGHTS CLAUSE

It is recognized that, except as expressly stated herein, the Borough shall retain the right and authority to operate and direct the affairs of the employer in all of its various aspects, including, but not limited to, the right to direct the workforce; to plan, and control all the operations and services of the Borough; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make an enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, facilities, or level of service, and to exercise those rights and prerogatives customarily reserved to management.

ARTICLE 49
COMPLETE AGREEMENT

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

ARTICLE 50
SUCCESSORS

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

MATANUSKA-SUSITNA BOROUGH

MATANUSKA-SUSITNA BOROUGH
EMPLOYEES ASSOCIATION,
APEA/AFT/AFL-CIO, LOCAL 6136

Mike Brown, Borough Manager

Sara Clemons, President

Date: _____

Date: _____

Leah Jones, Negotiations Team Co-Chair

Date: _____

Name here, Negotiations Team Co-Chair

Date: _____

APPENDIX A

Alternate Work Schedules

It is hereby agreed and understood between the parties that the following terms and conditions of employment will apply to those employees who obtain approval for assignment to an alternative work schedule option. All regular work schedules will be a flex-40 workweek, not to exceed twelve (12) hours day. Alternative work schedules will include, four (4) ten (10) hour days, nine (9) days worked for eighty (80) hours pay (eight (8) nine (9) hours days and one eight (8) hour day in two weeks), a flexible forty (40) hour workweek with workdays in general not to exceed twelve (12) hours, and emergency medical service (EMS) 24-hour shifts. All provisions of the collective bargaining agreement not modified herein will remain in full force and effect.

The following terms and conditions apply to all alternative workweek schedules described below:

1. Management reserves the right to make final determinations concerning individual scheduling, however the employee's wishes will be considered before final determination is made.
2. Employees may be assigned staggered work hours in order to ensure coverage of the Monday through Friday, open office hours.
3. Employees may request to opt out of participation in the alternative work schedule only with thirty (30) days prior notice. If approved by the Supervisor, the end date of the alternate work schedule shall be the last day of the pay period after the thirty (30) day notice, unless another effective date (which must be the last day of a future pay period) has been mutually agreed to.
4. Alternate work schedules established as a result of this Agreement may be withdrawn at any time by the Supervisor. The end date of the alternate work schedule shall be the last day of the pay period after the thirty (30) day notice, unless another effective date (which must be the last day of a future pay period) has been mutually agreed to.
5. Overtime worked under alternate work schedules will apply to overtime eligible employees for hours worked in excess forty (40) hours in one week for four (4) ten (10) hour days schedules and the flexible forty (40) hour workweek, and for hours worked in excess of bi-weekly eighty (80) hour in two weeks for eight (8) nine (9) hour days and one eight (8) hour day schedule.
6. Emergency Medical Service (EMS) personnel working 24 hour schedules will be paid for all time worked in excess of forty (40) hours per week at the appropriate overtime rate. The Borough management reserves the right to alter these schedules with a minimum of four weeks notice to the personnel affected, except in an emergent situation.
7. Leave will be charged hour-for-hour based on the hours the employee was scheduled to work. Employees will accrue Personal Leave at the regular rate.

8. Holidays will be observed as agreed to in each schedule established as a result of this Agreement.
9. Specific hours to be worked per day and the specific days to be worked must be identified for the approved alternate work schedule and documented on the appropriate Borough form.

APPENDIX B

Incident Report – Reasonable Suspicion

The following checklist must be completed when a manager or supervisor suspects drug or alcohol use based on the physical appearance and behavior of an employee. The checklist is to be completed by all other witnesses of employees believed to be unfit for duty while under the influence of drugs or alcohol.

PART 1: EMPLOYEE INFORMATION

Employee Name: _____ Job Title: _____
Department: _____ Supervisor: _____
Observation Date: _____ Observation Time: _____ ☐ AM ☐ PM
Location of Observation: _____

PART 2: CAUSE FOR SUSPICION

- ☐ Observed possession and/or use of a controlled substance.
☐ Observed abnormal and/or erratic behavior.
☐ Other (Explain): _____

Summarize the facts and circumstances of the incident and any other pertinent information:

PART 3: OBSERVATIONS

Check off those items that apply based on your observation of the employee:

APPEARANCE

- | | | |
|--|---|--|
| <input type="checkbox"/> Flushed complexion | <input type="checkbox"/> Dirty | <input type="checkbox"/> Glassy eyes |
| <input type="checkbox"/> Pale complexion | <input type="checkbox"/> Partially dressed | <input type="checkbox"/> Bloodshot eyes |
| <input type="checkbox"/> Unkempt | <input type="checkbox"/> Stains on clothing | <input type="checkbox"/> Dilated pupils |
| <input type="checkbox"/> Disheveled clothing | <input type="checkbox"/> Profuse sweating | <input type="checkbox"/> Pinpoint pupils |

BEHAVIOR

- | | | |
|--|--|--|
| <input type="checkbox"/> Poor coordination | <input type="checkbox"/> Slow movement | <input type="checkbox"/> Threatening |
| <input type="checkbox"/> Stumbling | <input type="checkbox"/> Hyperactive | <input type="checkbox"/> Fighting |
| <input type="checkbox"/> Staggering | <input type="checkbox"/> Talkative | <input type="checkbox"/> Resistant |
| <input type="checkbox"/> Swaying | <input type="checkbox"/> Grandiosity | <input type="checkbox"/> Hostile |
| <input type="checkbox"/> Unstable | <input type="checkbox"/> Crying | <input type="checkbox"/> Erratic actions |
| <input type="checkbox"/> Falling | <input type="checkbox"/> Excited | <input type="checkbox"/> Drowsy |
| <input type="checkbox"/> Unable to walk | <input type="checkbox"/> Suspicious demeanor | <input type="checkbox"/> Withdrawn |
| <input type="checkbox"/> Fumbling | <input type="checkbox"/> Overly worried | <input type="checkbox"/> Asleep |
| <input type="checkbox"/> Nervous | <input type="checkbox"/> Argumentative | |
| <input type="checkbox"/> Jerky movement | <input type="checkbox"/> Non-responsive | |

SPEECH

- ☐ Shouting
- ☐ Whispering
- ☐ Silent
- ☐ Slow

- ☐ Rambling
- ☐ Nonstop
- ☐ Incoherent
- ☐ Slurred

- ☐ Slobbering
- ☐ Stammering

BODY ODORS

- ☐ No odor of alcohol on breath
- ☐ Faint odor of alcohol on breath
- ☐ Strong odor of alcohol on breath
- ☐ Clothing smells of marijuana smoke

PRESCRIPTION MEDICATION (IF EMPLOYEE PROVIDES)

- ☐ Prescription medication(s) taken: _____
- ☐ Approximate time taken: _____
- ☐ Other: _____

PART 4: OTHER OBSERVATIONS

Describe how you first suspected the employee was impaired.

Describe any other observations and/or unusual behavior?

Describe any observed changes in performance.

Note: Performance indicators alone would not lead to reasonable suspicion testing.

PART 5: EMPLOYEE'S RESPONSE

Document below the employee's explanation or reasons for his/her conduct

PART 6: WITNESSES

If applicable, list names and contact information for all witnesses to the employee's conduct:

Witness Name	Phone Number(s)
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

PART 7: VERIFICATION

Is there reasonable suspicion? ☐ Yes ☐ No (must explain)

Explanation:
--

Supervisor:

Title: _____

Signature: _____ Date: _____

Witness 1:

Title: _____

Signature: _____ Date: _____

Witness 2:

Title: _____

Signature: _____ Date: _____

Witness 3:

Title: _____

Signature: _____ Date: _____

Witness 4:

Title: _____

Signature: _____ Date: _____

Witness 5:

Title: _____

Signature: _____ Date: _____

☐ Original Sent to Human Resources

APPENDIX C

Matanuska-Susitna Borough Driving Record Criteria and Administration

New Hires: For those jobs that require driving as part of the essential functions of the position, selected candidates will need to provide the Borough with a current driving record. The Borough will utilize the following criteria as the basic standard to determine an acceptable driving record for individuals to be hired.

Within the last three years* of the application, the applicant shall NOT have:

- One or more Type A Violations
- Two or more Type B Violations
- Three or more Type C Violations
- One Type B and two Type C Violations

VIOLATION TYPE DEFINITIONS
Type A Includes, but not limited to: Driving while intoxicated (DWI, DUI, OUI); refusing a substances test; charges of reckless driving manslaughter, hit & run, eluding police, and any vehicular felony; drag racing; and, having or driving with a suspended license.
Type B Includes all vehicle accidents where the individual is at fault.
Type C Includes, but not limited to all moving violations not listed in Type A or Type B such as speeding, improper lane change, failure to yield, and running stop lights or signs.
Type D Includes, but not limited to all non-moving violations such as illegal parking, equipment violations, obstructing traffic, failure to display registration or drivers license.

In addition to meeting the above criteria, if a CDL holder is required for the position being filled, the applicant must meet all DOT Requirements.

Current Employees: Current employees are subject to the same provisions listed above when applying for a job that requires driving as part of the essential functions of the position.

Annually the Borough will request a current driving record for all employees in positions which require driving as an essential function, or have been authorized to drive a Borough vehicle and/or personal vehicle in performance of duties. The Borough will review the circumstances of each unacceptable record individually and may utilize the following criteria as the basic standard to determine an acceptable driving record for individuals to remain employed.

Within the last three years* the employee shall NOT have:

- One or more Type A Violations
- Two or more Type B Violations

- Three or more Type C Violations
- One Type B and two Type C Violations

VIOLATION TYPE DEFINITIONS	
Type A	Includes, but not limited to: Driving while intoxicated (DWI, DUI, OUI); refusing a substances test; charges of reckless driving manslaughter, hit & run, eluding police, and any vehicular felony; drag racing; and, having or driving with a suspended license.
Type B	Includes all vehicle accidents where the individual is at fault.
Type C	Includes, but not limited to all moving violations not listed in Type A or Type B such as speeding, improper lane change, failure to yield, and running stop lights or signs.
Type D	Includes, but not limited to all non-moving violations such as illegal parking, equipment violations, obstructing traffic, failure to display registration or drivers license.

In addition to meeting the above criteria, if a CDL is required for the position, the employee must meet all DOT requirements.

Notes: For “moving violations timeframe starts from date of incident. For “criminal” violations timeframe stars from date of disposition.

Matanuska-Susitna Borough Pay Structure
Effective June 21, 2021

APPENDIX D

Grade	1	2	3	4	5	6	7	8	9	10	11
A	15.5035	15.8136	16.1299	16.4526	16.7814	17.1171	17.4596	17.8087	18.1649	18.5282	18.8986
A	\$ 32,247.28	\$ 32,892.29	\$ 33,550.19	\$ 34,221.41	\$ 34,905.31	\$ 35,603.57	\$ 36,315.97	\$ 37,042.10	\$ 37,782.99	\$ 38,538.66	\$ 39,309.09
B	16.2884	16.6141	16.9464	17.2853	17.6310	17.9837	18.3433	18.7102	19.0844	19.4662	19.8555
B	\$ 33,879.87	\$ 34,557.33	\$ 35,248.51	\$ 35,953.42	\$ 36,672.48	\$ 37,406.10	\$ 38,154.06	\$ 38,917.22	\$ 39,695.55	\$ 40,489.70	\$ 41,299.44
C	17.1130	17.4552	17.8044	18.1605	18.5236	18.8942	19.2720	19.6574	20.0506	20.4516	20.8606
C	\$ 35,595.04	\$ 36,306.82	\$ 37,033.15	\$ 37,773.84	\$ 38,529.09	\$ 39,299.94	\$ 40,085.76	\$ 40,887.39	\$ 41,705.25	\$ 42,539.33	\$ 43,390.05
D	17.9794	18.3390	18.7057	19.0797	19.4614	19.8506	20.2476	20.6526	21.0657	21.4870	21.9167
D	\$ 37,397.15	\$ 38,145.12	\$ 38,907.86	\$ 39,685.78	\$ 40,479.71	\$ 41,289.25	\$ 42,115.01	\$ 42,957.41	\$ 43,816.66	\$ 44,692.96	\$ 45,586.74
E	18.8895	19.2673	19.6528	20.0457	20.4467	20.8556	21.2727	21.6981	22.1321	22.5748	23.0263
E	\$ 39,290.16	\$ 40,075.98	\$ 40,877.82	\$ 41,695.06	\$ 42,529.14	\$ 43,379.65	\$ 44,247.22	\$ 45,132.05	\$ 46,034.77	\$ 46,955.58	\$ 47,894.70
F	19.8459	20.2427	20.6476	21.0606	21.4817	21.9114	22.3496	22.7967	23.2526	23.7176	24.1919
F	\$ 41,279.47	\$ 42,104.82	\$ 42,947.01	\$ 43,806.05	\$ 44,681.94	\$ 45,575.71	\$ 46,487.17	\$ 47,417.14	\$ 48,365.41	\$ 49,332.61	\$ 50,319.15
G	20.8505	21.2675	21.6929	22.1267	22.5693	23.0205	23.4811	23.9507	24.4297	24.9182	25.4168
G	\$ 43,369.04	\$ 44,236.40	\$ 45,121.23	\$ 46,023.54	\$ 46,944.14	\$ 47,882.64	\$ 48,840.69	\$ 49,817.46	\$ 50,813.78	\$ 51,829.86	\$ 52,866.94
H	21.9060	22.3442	22.7911	23.2470	23.7118	24.1861	24.6698	25.1632	25.6664	26.1797	26.7034
H	\$ 45,564.48	\$ 46,475.94	\$ 47,405.49	\$ 48,353.76	\$ 49,320.54	\$ 50,307.09	\$ 51,313.18	\$ 52,339.46	\$ 53,386.11	\$ 54,453.78	\$ 55,543.07
I	23.0150	23.4754	23.9448	24.4238	24.9122	25.4105	25.9187	26.4370	26.9659	27.5052	28.0552
I	\$ 47,871.20	\$ 48,828.83	\$ 49,805.18	\$ 50,801.50	\$ 51,817.38	\$ 52,853.84	\$ 53,910.90	\$ 54,988.96	\$ 56,089.07	\$ 57,210.82	\$ 58,354.82
J	24.1802	24.6638	25.1570	25.6602	26.1734	26.6969	27.2308	27.7755	28.3310	28.8976	29.4756
J	\$ 50,294.82	\$ 51,300.70	\$ 52,326.56	\$ 53,373.22	\$ 54,440.67	\$ 55,529.55	\$ 56,640.06	\$ 57,773.04	\$ 58,928.48	\$ 60,107.01	\$ 61,309.25
K	25.4044	25.9125	26.4307	26.9593	27.4985	28.0484	28.6093	29.1815	29.7652	30.3605	30.9678
K	\$ 52,841.15	\$ 53,898.00	\$ 54,975.86	\$ 56,075.34	\$ 57,196.88	\$ 58,340.67	\$ 59,507.34	\$ 60,697.52	\$ 61,911.62	\$ 63,149.84	\$ 64,413.02
L	26.6904	27.2242	27.7687	28.3242	28.8906	29.4683	30.0577	30.6589	31.2720	31.8976	32.5355
L	\$ 55,516.03	\$ 56,626.34	\$ 57,758.90	\$ 58,914.34	\$ 60,092.45	\$ 61,294.06	\$ 62,520.02	\$ 63,770.51	\$ 65,045.76	\$ 66,347.01	\$ 67,673.84
M	28.0416	28.6024	29.1745	29.7580	30.3531	30.9602	31.5794	32.2110	32.8551	33.5124	34.1825
M-FF	21.1635	21.5867	22.0186	22.4588	22.9080	23.3661	23.8336	24.3102	24.7964	25.2923	25.7981
M	\$ 58,326.53	\$ 59,492.99	\$ 60,682.96	\$ 61,896.64	\$ 63,134.45	\$ 64,397.22	\$ 65,685.15	\$ 66,998.88	\$ 68,338.61	\$ 69,705.79	\$ 71,099.60
N	29.4612	30.0505	30.6515	31.2645	31.8898	32.5276	33.1781	33.8417	34.5185	35.2090	35.9131
N	\$ 61,279.30	\$ 62,505.04	\$ 63,755.12	\$ 65,030.16	\$ 66,330.78	\$ 67,657.41	\$ 69,010.45	\$ 70,390.74	\$ 71,798.48	\$ 73,234.72	\$ 74,699.25
O	30.9528	31.5717	32.2033	32.8472	33.5042	34.1743	34.8577	35.5550	36.2661	36.9914	37.7313
O-CPT	23.3606	23.8278	24.3043	24.7903	25.2861	25.7920	26.3077	26.8339	27.3705	27.9181	28.4764
O	\$ 64,381.82	\$ 65,669.14	\$ 66,982.86	\$ 68,322.18	\$ 69,688.74	\$ 71,082.54	\$ 72,504.02	\$ 73,954.40	\$ 75,433.49	\$ 76,942.11	\$ 78,481.10
P	32.5198	33.1701	33.8335	34.5102	35.2004	35.9044	36.6225	37.3550	38.1020	38.8642	39.6414
P	\$ 67,641.18	\$ 68,993.81	\$ 70,373.68	\$ 71,781.22	\$ 73,216.83	\$ 74,681.15	\$ 76,174.80	\$ 77,698.40	\$ 79,252.16	\$ 80,837.54	\$ 82,454.11
Q	34.1660	34.8494	35.5463	36.2573	36.9824	37.7221	38.4764	39.2460	40.0309	40.8315	41.6482
Q	\$ 71,065.28	\$ 72,486.75	\$ 73,936.30	\$ 75,415.18	\$ 76,923.39	\$ 78,461.97	\$ 80,030.91	\$ 81,631.68	\$ 83,264.27	\$ 84,929.52	\$ 86,628.26
R	37.7128	38.4672	39.2364	40.0213	40.8217	41.6380	42.4708	43.3203	44.1867	45.0703	45.9718
R	\$ 78,442.62	\$ 80,011.78	\$ 81,611.71	\$ 83,244.30	\$ 84,909.14	\$ 86,607.04	\$ 88,339.26	\$ 90,106.22	\$ 91,908.34	\$ 93,746.22	\$ 95,621.34
S	41.6280	42.4605	43.3098	44.1759	45.0594	45.9606	46.8797	47.8175	48.7738	49.7493	50.7442
S	\$ 86,586.24	\$ 88,317.84	\$ 90,084.38	\$ 91,885.87	\$ 93,723.55	\$ 95,598.05	\$ 97,509.78	\$ 99,460.40	\$ 101,449.50	\$ 103,478.54	\$ 105,547.94
T	45.9495	46.8684	47.8058	48.7620	49.7372	50.7320	51.7466	52.7816	53.8372	54.9139	56.0122
T	\$ 95,574.96	\$ 97,486.27	\$ 99,436.06	\$ 101,424.96	\$ 103,453.38	\$ 105,522.56	\$ 107,632.93	\$ 109,785.73	\$ 111,981.38	\$ 114,220.91	\$ 116,505.38
U	50.7197	51.7341	52.7688	53.8240	54.9006	55.9986	57.1186	58.2608	59.4262	60.6146	61.8269
U	\$ 105,496.98	\$ 107,606.93	\$ 109,759.10	\$ 111,953.92	\$ 114,193.25	\$ 116,477.09	\$ 118,806.69	\$ 121,182.46	\$ 123,606.50	\$ 126,078.37	\$ 128,599.95
V	55.9849	57.1046	58.2468	59.4117	60.6000	61.8119	63.0481	64.3091	65.5953	66.9072	68.2453
V	\$ 116,448.59	\$ 118,777.57	\$ 121,153.34	\$ 123,576.34	\$ 126,048.00	\$ 128,568.75	\$ 131,140.05	\$ 133,762.93	\$ 136,438.22	\$ 139,166.98	\$ 141,950.22
W	61.7969	63.0329	64.2936	65.5794	66.8910	68.2288	69.5934	70.9852	72.4049	73.8530	75.3301
W	\$ 128,537.55	\$ 131,108.43	\$ 133,730.69	\$ 136,405.15	\$ 139,133.28	\$ 141,915.90	\$ 144,754.27	\$ 147,649.22	\$ 150,602.19	\$ 153,614.24	\$ 156,686.61

Matanuska-Susitna Borough Pay Structure
Effective June 21, 2021

Grade	12	13	14	15	16	17	18	19	20	21	22
A	19.2767	19.6622	20.0555	20.4566	20.8656	21.2831	21.7087	22.1428	22.5857	23.0375	23.4981
A	\$ 40,095.54	\$ 40,897.38	\$ 41,715.44	\$ 42,549.73	\$ 43,400.45	\$ 44,268.85	\$ 45,154.10	\$ 46,057.02	\$ 46,978.26	\$ 47,918.00	\$ 48,876.05
B	20.2526	20.6577	21.0707	21.4923	21.9220	22.3604	22.8077	23.2639	23.7292	24.2037	24.6877
B	\$ 42,125.41	\$ 42,968.02	\$ 43,827.06	\$ 44,703.98	\$ 45,597.76	\$ 46,509.63	\$ 47,440.02	\$ 48,388.91	\$ 49,356.74	\$ 50,343.70	\$ 51,350.42
C	21.2778	21.7034	22.1375	22.5803	23.0319	23.4924	23.9624	24.4417	24.9304	25.4290	25.9376
C	\$ 44,257.82	\$ 45,143.07	\$ 46,046.00	\$ 46,967.02	\$ 47,906.35	\$ 48,864.19	\$ 49,841.79	\$ 50,838.74	\$ 51,855.23	\$ 52,892.32	\$ 53,950.21
D	22.3551	22.8022	23.2582	23.7234	24.1978	24.6818	25.1754	25.6789	26.1924	26.7164	27.2508
D	\$ 46,498.61	\$ 47,428.58	\$ 48,377.06	\$ 49,344.67	\$ 50,331.42	\$ 51,338.14	\$ 52,364.83	\$ 53,412.11	\$ 54,480.19	\$ 55,570.11	\$ 56,681.66
E	23.4867	23.9565	24.4356	24.9243	25.4229	25.9313	26.4499	26.9789	27.5186	28.0689	28.6303
E	\$ 48,852.34	\$ 49,829.52	\$ 50,826.05	\$ 51,842.54	\$ 52,879.63	\$ 53,937.10	\$ 55,015.79	\$ 56,116.11	\$ 57,238.69	\$ 58,383.31	\$ 59,551.02
F	24.6758	25.1694	25.6727	26.1861	26.7098	27.2441	27.7890	28.3447	28.9116	29.4898	30.0796
F	\$ 51,325.66	\$ 52,352.35	\$ 53,399.22	\$ 54,467.09	\$ 55,556.38	\$ 56,667.73	\$ 57,801.12	\$ 58,956.98	\$ 60,136.13	\$ 61,338.78	\$ 62,565.57
G	25.9250	26.4434	26.9724	27.5118	28.0621	28.6234	29.1958	29.7797	30.3753	30.9828	31.6025
G	\$ 53,924.00	\$ 55,002.27	\$ 56,102.59	\$ 57,224.54	\$ 58,369.17	\$ 59,536.67	\$ 60,727.26	\$ 61,941.78	\$ 63,180.62	\$ 64,444.22	\$ 65,733.20
H	27.2374	27.7823	28.3379	28.9046	29.4827	30.0724	30.6738	31.2874	31.9130	32.5512	33.2023
H	\$ 56,653.79	\$ 57,787.18	\$ 58,942.83	\$ 60,121.57	\$ 61,324.02	\$ 62,550.59	\$ 63,801.50	\$ 65,077.79	\$ 66,379.04	\$ 67,706.50	\$ 69,060.78
I	28.6165	29.1888	29.7726	30.3680	30.9753	31.5948	32.2267	32.8711	33.5287	34.1991	34.8833
I	\$ 59,522.32	\$ 60,712.70	\$ 61,927.01	\$ 63,165.44	\$ 64,428.62	\$ 65,717.18	\$ 67,031.54	\$ 68,371.89	\$ 69,739.70	\$ 71,134.13	\$ 72,557.26
J	30.0651	30.6664	31.2797	31.9053	32.5434	33.1943	33.8582	34.5353	35.2259	35.9305	36.6491
J	\$ 62,535.41	\$ 63,786.11	\$ 65,061.78	\$ 66,363.02	\$ 67,690.27	\$ 69,044.14	\$ 70,425.06	\$ 71,833.42	\$ 73,269.87	\$ 74,735.44	\$ 76,230.13
K	31.5870	32.2189	32.8632	33.5204	34.1908	34.8746	35.5722	36.2837	37.0094	37.7495	38.5045
K	\$ 65,700.96	\$ 67,015.31	\$ 68,355.46	\$ 69,722.43	\$ 71,116.86	\$ 72,539.17	\$ 73,990.18	\$ 75,470.10	\$ 76,979.55	\$ 78,518.96	\$ 80,089.36
L	33.1862	33.8499	34.5269	35.2174	35.9218	36.6403	37.3730	38.1206	38.8829	39.6606	40.4538
L	\$ 69,027.30	\$ 70,407.79	\$ 71,815.95	\$ 73,252.19	\$ 74,717.34	\$ 76,211.82	\$ 77,735.84	\$ 79,290.85	\$ 80,876.43	\$ 82,494.05	\$ 84,143.90
M	34.8663	35.5635	36.2748	37.0002	37.7404	38.4952	39.2650	40.0504	40.8514	41.6684	42.5017
M-FF	26.3142	26.8403	27.3773	27.9248	28.4834	29.0529	29.6340	30.2266	30.8313	31.4478	32.0768
M	\$ 72,521.90	\$ 73,972.08	\$ 75,451.58	\$ 76,960.42	\$ 78,500.03	\$ 80,070.02	\$ 81,671.20	\$ 83,304.83	\$ 84,970.91	\$ 86,670.27	\$ 88,403.54
N	36.6313	37.3640	38.1113	38.8734	39.6510	40.4440	41.2529	42.0779	42.9195	43.7778	44.6534
N	\$ 76,193.10	\$ 77,717.12	\$ 79,271.50	\$ 80,856.67	\$ 82,474.08	\$ 84,123.52	\$ 85,806.03	\$ 87,522.03	\$ 89,272.56	\$ 91,057.82	\$ 92,879.07
O	38.4858	39.2556	40.0406	40.8415	41.6583	42.4915	43.3413	44.2082	45.0923	45.9942	46.9139
O-CPT	29.0459	29.6268	30.2194	30.8239	31.4402	32.0691	32.7104	33.3646	34.0319	34.7127	35.4067
O	\$ 80,050.46	\$ 81,651.65	\$ 83,284.45	\$ 84,950.32	\$ 86,649.26	\$ 88,382.32	\$ 90,149.90	\$ 91,953.06	\$ 93,791.98	\$ 95,667.94	\$ 97,580.91
P	40.4342	41.2429	42.0676	42.9091	43.7672	44.6425	45.5354	46.4462	47.3750	48.3225	49.2890
P	\$ 84,103.14	\$ 85,785.23	\$ 87,500.61	\$ 89,250.93	\$ 91,035.78	\$ 92,856.40	\$ 94,713.63	\$ 96,608.10	\$ 98,540.00	\$ 100,510.80	\$ 102,521.12
Q	42.4811	43.3308	44.1974	45.0813	45.9829	46.9026	47.8407	48.7976	49.7735	50.7690	51.7843
Q	\$ 88,360.69	\$ 90,128.06	\$ 91,930.59	\$ 93,769.10	\$ 95,644.43	\$ 97,557.41	\$ 99,508.66	\$ 101,499.01	\$ 103,528.88	\$ 105,599.52	\$ 107,711.34
R	46.8912	47.8291	48.7856	49.7614	50.7565	51.7717	52.8071	53.8633	54.9406	56.0395	57.1602
R	\$ 97,533.70	\$ 99,484.53	\$ 101,474.05	\$ 103,503.71	\$ 105,573.52	\$ 107,685.14	\$ 109,838.77	\$ 112,035.66	\$ 114,276.45	\$ 116,562.16	\$ 118,893.22
S	51.7591	52.7943	53.8502	54.9272	56.0257	57.1463	58.2891	59.4551	60.6441	61.8569	63.0941
S	\$ 107,658.93	\$ 109,812.14	\$ 112,008.42	\$ 114,248.58	\$ 116,533.46	\$ 118,864.30	\$ 121,241.33	\$ 123,666.61	\$ 126,139.73	\$ 128,662.35	\$ 131,235.73
T	57.1324	58.2751	59.4405	60.6294	61.8418	63.0787	64.3403	65.6273	66.9396	68.2785	69.6441
T	\$ 118,835.39	\$ 121,212.21	\$ 123,636.24	\$ 126,109.15	\$ 128,630.94	\$ 131,203.70	\$ 133,827.82	\$ 136,504.78	\$ 139,234.37	\$ 142,019.28	\$ 144,859.73
U	63.0635	64.3247	65.6113	66.9235	68.2620	69.6272	71.0197	72.4401	73.8889	75.3667	76.8741
U	\$ 131,172.08	\$ 133,795.38	\$ 136,471.50	\$ 139,200.88	\$ 141,984.96	\$ 144,824.58	\$ 147,720.98	\$ 150,675.41	\$ 153,688.91	\$ 156,762.74	\$ 159,898.13
V	69.6103	71.0025	72.4225	73.8710	75.3484	76.8554	78.3925	79.9604	81.5595	83.1906	84.8545
V	\$ 144,789.42	\$ 147,685.20	\$ 150,638.80	\$ 153,651.68	\$ 156,724.67	\$ 159,859.23	\$ 163,056.40	\$ 166,317.63	\$ 169,643.76	\$ 173,036.45	\$ 176,497.36
W	76.8367	78.3734	79.9409	81.5397	83.1705	84.8340	86.5306	88.2613	90.0265	91.8271	93.6635
W	\$ 159,820.34	\$ 163,016.67	\$ 166,277.07	\$ 169,602.58	\$ 172,994.64	\$ 176,454.72	\$ 179,983.65	\$ 183,583.50	\$ 187,255.12	\$ 191,000.37	\$ 194,820.08