

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE HAINES BOROUGH

And

PUBLIC EMPLOYEES LOCAL 71

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**ARTICLE 1
PREAMBLE**

The Haines Borough, hereinafter referred to as the Employer, and Public Employees Local 71 hereinafter, referred to as the Union, in accordance with Alaska Statutes Section 29.20.050, enters into the following agreement on July 1, 2007.

**ARTICLE 2
RECOGNITION**

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

SECTION 1. Union Membership

Except as may be limited herein, it shall be a condition of employment that all employees coming under the terms of this Agreement, become and remain members in good standing with the Union, or pay an agency fee to the Union not to exceed the amounts required for initiation and monthly dues, for the life of this Agreement and any renewal thereof. As a condition of employment or continued employment, employees shall make application to join the Union or register to pay the agency fee within thirty-one (31) calendar days of the first day of employment or within thirty-one (31) calendar days following the date of signing this Agreement, whichever occurs later.

The tender of initiation fees and periodic dues and assessments uniformly required as a condition of retaining union membership shall constitute good standing in the Union for the purpose of this section.

If an employee fails to meet the aforementioned conditions of employment, the Employer shall notify the employee that failure to meet said conditions will result in the employee's termination from employment, effective twenty (20) working days after the Employer's receipt of written notice of non-compliance from the Union. Failure of the Union to admit an employee to Union membership shall not be cause for dismissal.

SECTION 2. Employee Status

The Employer shall inform the Union in writing of any changes in an employee's status, including promotion, demotion, transfer, resignation, retirement, leave of absence, position, classification or salary.

SECTION 3. Dues Deductions

The Employer shall deduct from the paycheck of each employee, who so authorizes on an authorization form provided by the Union, the regular Union membership dues, fees and contributions or, if applicable, the agency fees. Such authorized membership dues, fees and contributions or agency fees shall be withheld from the last pay period of each month and shall be transmitted monthly to the Union, at a time convenient to the Employer, but no later than the last day of the following month.

SECTION 4. Exceptions

Employees who are regularly scheduled to work less than twenty (20) hours per week shall have the option of foregoing union membership or the payment of an agency fee. Such employees that select to join the Union shall not be required to pay the hourly check-off dues. Such employees who move into a position or a schedule of twenty (20) or more hours per week must either become members of the Union and pay all dues, contributions and assessments or pay an agency fee, not to exceed the amounts required for initiation and monthly dues.

SECTION 5. Hold Harmless.

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

ARTICLE 3 MANAGEMENT RIGHTS

Except, and only to the extent that specific provisions of this Agreement expressly provide otherwise, it is agreed that the Employer has, and will continue to retain, regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect as defined under the Haines Borough Code.

ARTICLE 4 DEFINITIONS

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

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

"Union" – Public Employees Local 71.

“Unit-Member” – an individual employee who is either a member of, or pays an agency fee to, Public Employees Local 71.

“Employer” – the Haines Borough.

“Assembly” – the Haines Borough Assembly.

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

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

“Regular Employee”-an employee who has satisfactorily completed the probationary period and is not a temporary or seasonal employee. A regular employee is full time or part time, in a permanent position, regularly working more than 20 hours per week and is a union member. A regular employee accrues annual leave, sick leave, is awarded personal leave and is enrolled in PERS.

“Temporary Employee”-an employee hired with the intent that the employment will be for a period shorter than one year, or that the employment will be on an as-needed, or as-able basis and not on a regular work schedule. A temporary employee does not accrue annual leave, sick leave, or personal leave, is not eligible for PERS and is not required but may become a union member. A temporary employee may be scheduled for any number of hours.

“Seasonal Employee”-an employee hired with the intent to be employed for a specific period of time each year where the work involved is seasonal (less than six months or 1040 hours each year. A seasonal employee is hired for an indefinite period and is not temporary. A seasonal employee regularly scheduled for more than 15 hours per week will be enrolled in PERS. Union membership is not required unless the employee wishes to receive benefits. A seasonal employee working 30 or more hours will be eligible for health insurance benefits with union membership.

“Special/Emergency Hires”-a temporary employee hired to fill a position during the hiring process to fill the position with a permanent employee or when an emergency situation is declared by the Mayor. Positions filled by the manager in emergency or special situations shall not exceed sixty (60) calendar days. A special hire/emergency hire does not accrue annual leave, sick leave, or personal leave, is not eligible for PERS and is not required or allowed to become a union member. A special hire/emergency hire may be scheduled for any number of hours.

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

In the case of the Haines Borough Public Library, “immediate supervisor” shall mean the Library Director, or his or her designee. In the absence of both the Library Director, and, if designated, his or her designee, “immediate supervisor” shall mean the President of the Board of the Haines Borough Public Library.

In the case of the Sheldon Museum & Cultural Center, “immediate supervisor” shall mean the Museum Director, or his or her designee. In the absence of both the Museum Director, and, if designated, his or her designee, “immediate supervisor” shall mean the President of the Board of the Sheldon Museum & Cultural Center.

ARTICLE 5 CONFORMITY TO LAW

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

Neither the Employer nor the Union shall discriminate against any Employee on account of race, creed, color, national origin, sex, or any other classification protected by federal, state or local law, or because any Employee has exercised his or her rights under federal, state, or local law.

ARTICLE 6 NEGOTIATIONS

A. MEDIATION

1. Within seven (7) days of impasse, the requesting party shall ask the United States Federal Mediation and Conciliation Service to serve as the agency to resolve the dispute. In the event the Federal Mediation and Conciliation Service implements charges for the services of the Federal Mediator, charges for such mediator shall be shared equally by the Haines Borough and Local 71.
2. Prior to and following mediation, the parties shall agree to the issues that continue to be outstanding.

B. ADVISORY ARBITRATION

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

C. RATIFICATION

When a majority of the Union reflect an affirmative vote, and the Haines Borough Assembly reflects an affirmative vote, this agreement shall be ratified. Except that, if no action is taken on the document by either party within thirty (30) calendar days, that non-action shall be taken as an affirmative vote.

ARTICLE 7 GRANT EMPLOYEES

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

Grant Employees not receiving benefits are exempt from Article 2, Sections 1 and 3. Such employees who move into a position that pays benefits shall no longer be exempt from provisions in Article 2.

ARTICLE 8 HOLIDAYS

A. PAID HOLIDAYS

Regular Employees shall be entitled to take off the following legal holidays:

1. New Year's Day;
2. President's Day;
3. Memorial Day;
4. Independence Day;
5. Labor Day;
6. Alaska Day;
7. Veteran's Day;
8. Thanksgiving Day
9. Friday after Thanksgiving Day;
10. Christmas Eve;
11. Christmas Day.

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

Any of the holidays provided above may be converted to a floating holiday for any employees upon mutual agreement of the parties.

Holiday pay will not be authorized if preceded or followed by an unauthorized absence. Unless a floating holiday is agreed upon by the parties, an employee who is required by his or her supervisor to perform work on Christmas or Thanksgiving shall be paid (1.5) times his or her

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

Individuals who are required to complete 12 month probation shall be eligible for Holiday benefits after six months.

Holiday pay will be pro-rated for employees with a work schedule of less than 40 hours per week. Employees will receive 0.2 times the regularly scheduled weekly hours as pay for each holiday. Example: 30 hours per week times 0.2 equals 6.0 hours of holiday pay. An employee who works 40 hours per week on a flexible schedule i.e. 4, 10 hour shifts will be paid 40 hours times 0.2 equaling 8.0 hours holiday pay whether or not the holiday falls on their normal work day or normal day off.

ARTICLE 9 LEAVE

A. ANNUAL LEAVE

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

- 0-3 years - Eight (8) hours per month
- 4-7 years - Twelve (12) hours per month
- 8 or more years - Sixteen (16) hours per month

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

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

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

Accrued annual leave is available for use after an employee has completed thirty (30) continuous calendar days of employment. Annual leave may be scheduled when business permits, with the prior approval of the employee's immediate supervisor. Requests for annual leave will not be unreasonably denied. Once leave has been approved, the approval may not be rescinded unless the Borough Manager declares that a situation exists which requires the employee's presence on the job.

Employees who accrue annual leave at the rate of eight or more hours per month shall take at least one period of five consecutive days off each calendar year, unless otherwise approved by the manager.

Annual leave accrued but not used shall accumulate to a maximum of 320 hours. An employee who, on the effective date of this agreement, has accrued and not used more than 320 hours of annual leave, shall have two years from the effective date of this agreement to use said leave in excess of 320 hours.

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

B. PERSONAL LEAVE

In addition to the above annual leave, all regular employees shall receive two personal leave days each fiscal year, which leave shall not accumulate from year to year. Personal leave will be prorated according to the same formula as holiday pay.

C. SICK LEAVE

Employees shall accrue sick leave on a proportionate basis according to the hours they are scheduled to work based on the 40 hour workweek rate of one and one-third days per month for each month of continuous employment, with unlimited accumulation.

Use of Sick Leave

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

employees during the twelve (12) week period of family leave (including periods of annual leave, sick leave, or periods of leave without pay).

When taking leave under the FMLA, a qualified employee must exhaust all accrued sick and annual leave (in that order) before entering leave without pay. When taking leave due to pregnancy, childbirth, foster care placement or adoption, the leave entitlement must be taken consecutively.

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

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

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

8. Notice. An employee will notify his/her immediate supervisor as far in advance as reasonably possible prior to using sick leave for any reason.

D. LEAVE WITHOUT PAY

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

An employee who is on leave without pay does not accrue sick leave, annual leave, fringe benefits or other benefits of employment during the leave period. Employees may retain accrued sick leave and annual leave while on leave without pay. Notwithstanding the provisions of this paragraph, an employee who is on leave under the Family Medical Leave Act may be entitled to receive health benefits if required by federal or state law, and an employee on leave without pay may be entitled to health benefits pursuant to COBRA.

E. WITNESS AND JURY DUTY LEAVE

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

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

F. ACTIVE MILITARY DUTY

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

G. RESERVE MILITARY DUTY OR TRAINING

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

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

H. EMERGENCY RESPONSE LEAVE

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

I - LEAVE DONATIONS

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

1. Each employee wishing to donate annual leave will fill out, date, and sign a leave slip showing the hours of annual leave he or she wishes to donate in increments subject to a minimum of four (4) hours. The leave slip will have written or typed along the bottom, or in the space provided, "Leave donation to: (employee name, social security number)."
2. The Employer will convert the donated leave hours to dollars at the regular (annualized) hourly rate of the donor. The dollars will then be converted to hours of leave at the regular (annualized) hourly rate of the recipient, and the resulting number of hours will be added to the recipient's Donated Leave Account for use in accordance with the requirements of this Article. The total amount of leave credited to the recipient's Donated Leave Account shall not exceed three hundred (300) hours during the life of the agreement.
3. Once the donation has been transferred to the recipient's account, the donation cannot be withdrawn, modified or otherwise returned to the donor's account.
4. Donations of leave under this section will not reduce the mandatory leave usage requirements.
5. Donated leave may not be used unless and until all accrued annual leave and all sick leave have been exhausted. Donated leave may only be used for those purposes described in Article 9 C. Upon termination, any balance in the Donated Leave Account shall be canceled without pay. Upon the death of an employee, the balance of the Donated Leave Account will be paid to the employee's beneficiaries at the employee's regular hourly rate.

**ARTICLE 10
PAY PERIODS**

Employee pay periods shall be the 1st through the 15th, and the 16th to the end of each month. Checks shall be distributed on the fourth Borough business day for all employees, allowing for direct deposit transfers.

**ARTICLE 11
FRINGE BENEFITS**

HEALTH INSURANCE:

1. Eligibility for Employer contributions:
 - a. Non-temporary employees who are employed on or before July1, 2005 and whose position is regularly scheduled for 20 or more hours of work each week shall be eligible for a health benefit contribution from the Employer.
 - b. Non-temporary and non-seasonal employees who begin Borough employment after the effective date of this agreement, and whose position is regularly scheduled for 30 or more hours of work each week shall be eligible for a health benefit contribution from the Employer.
 - c. Grant employees are eligible for health benefits only if grant funds cover contributions or premiums for the employee.

2. Employer Contributions:
 - a. The Employer shall contribute seven hundred ninety-nine dollars and no cents (\$799.00) per month (Employer Contribution) to the Union's health trust for each employee eligible for such contribution, as determined under Section A. 1. of this Article.
 - b. The Employer's contributions shall be pro rated in the event an employee's compensated hours drop below the minimum hours required for that employee to receive fringe benefits.

3. Employee Contributions: The employee shall contribute, in the form of a deduction from the employee's gross earnings one hundred dollars and no cents (\$100). The employee deduction shall be taken from the employee's gross earnings on a pre-tax basis, unless a pre-tax contribution is not allowed because coverage is provided for non-tax qualified dependents. By ratification of this agreement, all eligible employees hereby authorize such monthly deductions which shall be remitted by the Employer to the Trust by the end of the month following the month of the deduction.

4. On or before April 1 of each year, the Local 71 Health Trust shall advise the Employer and its employees of the Union's Health Insurance Trust monthly (per employee) premium ("Premium") for the following fiscal year (July through June). Any required increases beyond what is currently defined in Section 2& 3 of this article will be equally shared between the borough and recipient employees.

5. Trust Information: On or before March 1st of each year, the Trust shall provide the Employer with its audited financial statements and an actuarial analysis of the Trust for the Trust's previous fiscal year.

6. The Employer reserves the right to select a fringe benefit provider other than the Union's trust, provided notice is given to the Trust at least 60 days prior to the beginning of the fiscal year.

7. The Union shall hold harmless and indemnify the Employer from any claims or liabilities that might arise on account of unfunded liabilities of the Trust.

PERS

The Employer shall make contributions to the State Public Employees Retirement System (PERS) for all employees who work 15 or more hours per week in accordance with the Haines Borough's State of Alaska Public Employees Retirement System Participation Agreement.

SBS

The Employer shall make contributions to the State of Alaska Supplemental Annuity Plan (SBS) for employees eligible for SBS coverage under the Haines Borough's Alaska Supplemental Benefits System Participation Agreement dated November 1, 2002.

ARTICLE 12 WORK DAY, WEEK & YEAR

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

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

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

Article 13
TOOLS and UNIFORMS

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

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

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

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

ARTICLE 14
PROBATIONARY STATUS

All new employees shall be placed on a probationary status for a period of not less than six (6) months' duration, with the exception of police officers, whose probationary period shall not be less than twelve (12) months. A probationary employee shall receive compensation according to the rate established for the respective job title.

During the probationary period and at the end of the probationary period, the employee's performance will be evaluated by the immediate supervisor. Continued employment will be contingent upon a satisfactory performance evaluation. An unsatisfactory performance evaluation will result in either a one-time extension of the probationary period for not more than ninety (90) days, or termination.

At any time during the probationary period, an employee may be terminated from service at the discretion of the manager upon prior written notice and without right of hearing or appeal. The evaluation of a probationary employee and the termination of a probationary employee are not grievable.

ARTICLE 15
WAGES

A. WAGE SCHEDULE

Effective July 1, 2007, a 3% raise shall be in effect and apply to all Haines Borough employees and job positions covered by the terms of this Agreement. The Haines Borough Step Chart (Chart), attached to this Article as Exhibit A, shall reflect that change and identify each job position and the 14-step pay range applicable to that position.

Effective July 1, 2008, a 2% raise shall be in effect and apply to all Haines Borough employees and job positions covered by the terms of this Agreement. The Haines Borough Step Chart shall reflect that change

Effective July 1, 2009, a 2% raise shall be in effect and apply to all Haines Borough employees and job positions covered by the terms of this Agreement. The Haines Borough Step Chart shall reflect that change

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

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

Employees shall begin employment at Step 1 of the particular position being filled. The Manager may authorize an advanced step appointment for a newly appointed employee on account of an appointee's exceptional qualifications or may authorize an advanced step appointment for a position, where recruitment at the Step 1 rate has failed.

B. OVERTIME

When an employee is directed to work more than forty (40) hours per week, overtime shall be paid at 1.5 times the base hourly rate of pay for all overtime hours worked. If mutually agreed upon by the employee and the employee's department head and approved by the Borough Manager, compensatory time may be given in lieu of overtime and shall accrue at the same rate number of hours as if the employee had been paid for the work (i.e. 1 hour of compensatory time shall accrue for each straight time hour and 1.5 hours of compensatory time shall accrue for each overtime hour). Compensatory time may not be accumulated in excess of 40 hours. Overtime shall be distributed as evenly as possible among the employees of each department.

C. CALL OUT TIME

When an employee is called back to work after the completion of his/her regular shift, he/she shall be paid either two (2) hours overtime or for the actual time worked at the overtime rate, which ever is greater.

D. STANDBY TIME

Employees required to be on standby shall be paid at minimum wage. Standby employees who are called out shall be paid at their regular rate for the hours worked.

E. SHIFT DIFFERENTIAL

All employees who start work between 3 p.m. and 10:59 p.m. shall receive an additional \$.15/hr swing shift differential added to their base hourly rate for each hour worked on that shift.

All employees who start work between 11:00 p.m. and 5:59 a.m. shall receive an additional \$.25/hr graveyard shift differential added to their base hourly rate for each hour worked on that shift.

F. STEP ADVANCEMENT

Commencing in 2007, on or before July 1st of every year, beginning with July 1 following completion of a probationary period, a regular employee whose position is regularly scheduled for 20 or more hours of work each week shall qualify for a one step increase upon the receipt of an overall performance evaluation of “acceptable+” or better. Commencing in 2007, on or before July 1st of every other year, beginning with the second July 1 following completion of a probationary period, a regular employee whose position if regularly scheduled for less than 20 hours of work each week shall qualify for a one step increase upon the receipt of an overall performance evaluation of “acceptable+” or better. Should a qualified employee not receive a performance evaluation prior to March 1st of the applicable qualifying year, the employee will automatically receive the step increase in the succeeding fiscal year.

With the approval of the Manager, a merit increase of two steps may be awarded to an employee who receives an overall performance evaluation of “outstanding.”

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

The parties acknowledge that employee evaluations are an exercise of management rights. An employee who disagrees with the contents of an evaluation may submit a written statement or rebuttal to the evaluation with 10 days of its receipt. Within 10 days of rebuttal receipt the Borough Manager shall make a review. The review shall include a meeting with the department head manager and employee. After review, the Borough Manager shall decide whether to modify or sustain the evaluation, which decision shall be final and binding and shall conclude the matter. Said Statement of rebuttal and documentation of the Borough Manager’s review shall be attached to the final evaluation and included in the employee’s personnel file. Established review policies of a component unit shall precede a review by the Borough Manager.

Commencing in 2007, on or before July 1st of every year, the employer shall provide notice to those employees who have eligibility for a pay increase as to whether a pay increase has been earned.

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

1. Step Placement Upon Promotion. Each employee promoted under the provisions of this Agreement shall advance to the grade and step commensurate with the employee's experience, knowledge and responsibilities in the new position.

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

C. EXCEPTION TO NO STRIKE CLAUSE WAIVER

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

ARTICLE 16 CONTRACTING OUT

If the Employer determines, after a cost efficiency study, that the Employer's best interest requires work formerly performed by a unit member be contracted out of the unit, the Manager shall notify the Union in writing of the Employer's determination and provide the Union with an opportunity to comment on the proposed contract prior to implementation of the contract.

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

ARTICLE 17
NO STRIKE CLAUSE

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

ARTICLE 18
GRIEVANCE PROCEDURE

A. GRIEVANCE PROCEDURE

It is the intent of the Borough and the Union that employees and supervisors shall strive to anticipate and correct any situation that might lead to a grievance and thus, to the fullest extent possible, prevent grievances from happening. The parties recognize, however, that complaints and disputes do arise in the best of work environments and therefore, in order to amicably and fairly bring forth, consider, and adjudicate said grievance, adopt the following procedures:

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

STEP ONE: The aggrieved shall file a written grievance with a Steward or designated representative of the Union within thirty (30) working days of the date of the disputed action or the date the employee is made aware of the action. Prior to or concurrent with filing of the written grievance the employee and/or a Steward may attempt to resolve the dispute informally by speaking with the immediate supervisor. Informal discussion is encouraged prior to filing the written grievance. However, the Step One filing deadline is met by filing of the written complaint by the Union with the first-line supervisor.

The supervisor with whom the grievance is filed must provide a written answer within ten (10) working days describing corrective action taken and whether the grievance is denied or granted in total or in part.

STEP TWO: Should the parties fail to agree to Step One, the grievance shall be referred in writing to the Borough within ten (10) working days of the receipt of the Step One response. The Steward or designated Union representative shall meet with the Manager or other designated representative of the Borough to discuss the grievance and attempt to resolve it. The Borough shall answer the Union's Step Two submittal within fifteen (15) working days of receipt, in writing. If the grievance cannot be settled within twenty (20)

working days after receipt by the Borough, either party may proceed to Step Three of this article.

STEP THREE: Should the parties fail to agree to Step Two, the grievance shall be referred in writing to the Borough Mayor within ten (10) working days of the receipt of the Step Two response. The Mayor and the Personnel Committee shall meet with a Union representative to discuss the grievance and attempt to resolve it. The Mayor shall answer the Union's Step Three submittal within fifteen (15) working days of receipt, in writing. If the grievance cannot be settled at Step Three within twenty (20) working days after receipt by the Mayor, either party may proceed to Step Four of this article.

STEP FOUR: Arbitration. Any grievance, which involves the application or interpretation of the terms of this agreement, which is not settled at Step Three, may be submitted to arbitration for settlement. If either party desires to move to arbitration, the request must be made in writing within twenty (20) working days of the receipt of the Step Three response. The parties will meet within the ten (10) working days to select an arbitrator.

B. BOARD OF ARBITRATION

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

services of the arbitrator shall be borne by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable.

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

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

ARTICLE 19 EMPLOYMENT PRACTICES

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

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

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

Article 20 CONCLUSION OF COLLECTIVE BARGAINING

This Agreement is the entire Agreement between the Employer and the Union. The parties acknowledge that they have fully bargained with respect to terms and conditions of employment

and have settled them for the duration of this Agreement. Neither party shall be required, during the term of this Agreement, to negotiate or bargain on any other issue.

**ARTICLE 21
TERM OF AGREEMENT**

This Agreement shall become effective July 1, 2007, and remain in effect through June 30, 2010.

Either party may give written notice during the period January 1, 2010 through February 1, 2010, of its desire to negotiate a successor agreement. Negotiations shall commence on or after February 1, 2010.

HAINES BOROUGH ASSEMBLY:

PUBLIC EMPLOYEES LOCAL 71

Fred Shields, Mayor
Spokesperson

Tom Brice
Spokesperson

Robert Venables
Borough Manager

Cathy Keller
Haines Borough Employee

Doug Olerud
Borough Assembly

Scott Bradford
Haines Borough Employee

Pete Lapham
Borough Assembly

Susan Nelson
Haines Borough Employee

John Wahl
Haines Borough Employee