

**Collective Bargaining Agreement
between the
City and Borough of Sitka, Alaska
and the
Sitka Fire Fighters Union
International Association of Fire
Fighters (“IAFF”), Local 5168**

January 1, 2019 through December 31, 2021

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PREAMBLE

This Agreement is made by and between the City & Borough of Sitka, Alaska (the Employer) and the Sitka Fire Fighters Union, International Association of Fire Fighters ("IAFF"), Local 5168 ("Union") covering the nonsupervisory Employees in the Sitka Fire Fighters Union consistent with the Sitka General Code. The policy and purpose of this Agreement is to promote harmonious and cooperative relations between government and its Employees and to protect the public by ensuring orderly and effective operations of government.

ARTICLE 1 – RECOGNITION

1.01 SOLE AND EXCLUSIVE REPRESENTATIVE

The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of negotiating wages, hours, and other terms and conditions of employment for all regular full-time and part-time nonsupervisory Employees in the Sitka Fire Fighter Union certified by the Sitka Employment Relations Board.

1.02 JOB CLASSIFICATIONS COVERED

The following job classifications in the Sitka Fire Department are covered by this Agreement: EMS/Fire Captain, Senior Fire Engineer, Fire Engineer, and Office Assistant.

ARTICLE 2 - UNION REPRESENTATION AND ACTIVITIES

2.01 UNION REPRESENTATIVES

A. The City will recognize the Union Officers as the authorized representatives of the Fire Department Employees.

B. The Union President shall notify the Employer of the Union Officers authorized to act under this Article in writing not later than January 15 of each calendar year. In the event there is a change in Union Officers during the calendar year, the Union President shall notify the Employer in writing within fifteen (15) calendar days.

C. The Union's Officers, shall be granted access to the Employer's premises whenever any Employee covered by this Agreement is on duty but shall not interfere with operations. As long as there is no interference with operations, they shall be allowed to respond to inquiries concerning Union matters and to conduct Union business.

D. While on duty, the designated Union Officer may be allowed to conduct Union business. However, conducting business while on duty shall require the approval of the Fire Chief to ensure that operations are not negatively impacted.

E. Union activities and meetings shall be permitted so long as they do not preclude or interfere with the completion of work details, assignments, training, and emergency responses.

2.02 MEETING SPACE

Meeting space in buildings owned or leased by the Employer may be used for Union meetings provided the request is approved by the Employer.

2.03 BULLETIN BOARDS

The Employer shall provide bulletin boards and/or designated space on existing bulletin boards at each work location. The designated bulletin boards or space shall be for the sole and exclusive use of the Union.

2.04 UNION USE OF THE EMPLOYER'S EMAIL SYSTEM

A. Union Officers may use the Employer's computer system to communicate with the Employer or Union regarding issues affecting the Fire Fighter Union or the application or interpretation of this Agreement so long as it does not interfere with the Employer's IT services.

B. The Union understands that any emails exchanged or distributed under this Section are not private and may be subject to the Employer's inspection. In the event the Union abuses its rights under this Section, the Employer reserves the right to deny the Union any access to the Employer's email system at any time during the life of this Agreement.

2.05 UNION BUSINESS LEAVE

A. The parties agree to establish a Union Business Leave Bank which shall be administered by the Employer. An annual report of the balance and withdrawals from the Bank shall be provided to the Union.

B. Donations

1. As a condition of employment and upon written authorization by a newly hired Employee, eight (8) hours of vacation leave shall be transferred from the Employee's vacation leave once it equals eight (8) hours or more.
2. At any time, an Employee at their option may transfer vacation leave in at least one (1) hour increments to the Bank. Transfers may be made at any time during the duration of the Agreement with no maximum limit of the number of increments except that an Employee may not transfer more increments of vacation leave than are posted to the Employee's vacation leave balance at the time of the transfer request. The Employee's leave balance will be reduced by the amount of leave transferred to the Bank.
3. Not later than July 31 of each calendar year, the Union President may request in writing that the Employer shall transfer a specific number of hours from each Employee's vacation leave account to the Union Business Leave Bank.

C. All leave assessments to the Union Business Leave Bank will be converted to its dollar value at the rate of pay of the Employee from whom the leave was received. Those dollars (with benefit costs) shall be placed in the Union Business Leave Bank. When business leave is authorized by the Union, dollars will be withdrawn from the Union Business Leave Bank equal to the hourly rate (with benefit costs) of the Employee utilizing the leave times the hours of leave taken. Leave taken shall be deducted from the Union Leave bank on an "hour for hour" basis.

D. Use of Union Business Leave

1. The Union Business Leave Bank may be used for contract negotiations and formulation, meetings, conventions, training sponsored by the Union, attendance at arbitration or other hearings as witnesses for the Union and any other like purposes as may be determined by the Union.
2. Only the Union President may authorize use of the Union Business Leave Bank in accordance with the following procedures:
 - a. The Employee is responsible for obtaining permission for taking time off in accordance with vacation time off procedures.
 - b. Once permission for the time off is granted, the leave slip shall be presented to the Union President, or designee, for approval.
 - c. If approved, the Union shall sign the leave slip where designated and return the leave slip to the Employee.
 - d. The Employee submits the leave slip with their timesheet.

E. The Union may use leave from the Union Business Leave bank at its discretion, provided that the leave request is accompanied by a letter of authorization signed by the Union President.

F. All vacation leave transferred to the Bank is final and not available for re-credit to an individual's vacation leave account.

G. Should there be insufficient money available through the leave bank, the Employer shall approve vacation leave or leave without pay for purposes listed in Paragraph D.1. and so long as the process in Paragraph D.2 is followed.

H. The release of Employees for Union Business Leave purposes shall be handled on the same basis as release from duty for vacation leave. Such approval shall not be unreasonably withheld by the Fire Chief.

I. Time spent on Union Business Leave shall not be considered hours worked for overtime purposes.

ARTICLE 3 – UNION DUES

3.01 NONINTERFERENCE

The Employer agrees that it will not in any manner directly or indirectly attempt to interfere between any Employee and the Union. It will not in any manner attempt to restrain any Employee from belonging to the Union or from taking an active part in Union affairs, and it will not discriminate against any Employee because of Union membership or activity, upholding Union principles, or working under the instruction of the Union or serving on a committee, provided that such activity is not contrary to this Agreement.

3.02 NEW EMPLOYEE NOTIFICATION

The Employer shall notify the Union President of any new Employee hired who is covered by this Agreement not later than fifteen (15) calendar days after the Employee's start date.

3.03 PAYROLL DEDUCTIONS

A. Union Initiation Fees and Monthly Dues

1. The Union shall notify the Employer of its initiation fees and dues and where to submit payment of such fees and dues.
2. The Employer shall deduct such initiation fees and dues from the wages of Employees covered by this Agreement who have authorized such deductions in writing and submitted it to payroll.
3. The Employer will forward any monies so authorized and deducted to the Union each month separate from any contributions deducted for the Sitka Fire Fighters Union Political Action Committee.

B. SITKA FIRE FIGHTERS UNION POLITICAL ACTION COMMITTEE

Upon receipt of a written authorization by the Employee, contributions to the Sitka Fire Fighters Union Political Action Committee shall be deducted from an Employee's pay each pay period. Contributions deducted from payroll for this purpose shall be remitted on a monthly basis but separately from the fees or dues deducted above in Section 3.03 A.3. to the Union.

3.04 REVOCATION

An Employee may revoke their authorization for payroll deduction to the Union for fees and dues by written notice to the Employer. A copy of the revocation shall be sent to the Union upon receipt of the revocation by the Employer. Every effort will be made to end the deduction effective the first payroll but not later than the second payroll, after the Employer's receipt of the Employee's written notice.

3.05 INDEMNIFICATION

The Union will indemnify the Employer against any and all liability which may arise by reason of the deduction by the Employer of money for Union membership dues from Employee wages in accordance with the Employee written authorization furnished to it by the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Nothing in this Agreement is intended to, or should be construed to, interfere with the prerogatives of the Employer, regardless of the frequency of exercise, to operate and manage its affairs and that of the Fire Department. Management rights shall include, but are not limited to, the right to determine the overall mission and method of providing its citizens and taxpayers with adequate and reliable fire protection and emergency medical services; modify services to be rendered, the operations to be performed, the technology to be utilized, or the matters to be budgeted; determine the overall methods, processes, means, and personnel by which the work is to be conducted; assign and direct the work of Employees; layoff or reorganize the workforce because of lack of work or funds or changed conditions; recruit, examine, select, promote, transfer, and train personnel of its choosing, and determine the times and methods of such actions; develop and modify class specifications, assign the salary range for each classification, and allocate positions to those classifications; discipline or dismiss Employees for just cause; adopt and enforce policies, rules, regulations, and any other measures not in conflict with this Agreement necessary to assure the efficient and effective operations of the Employer.

4.02 If qualified, volunteers may be utilized to supplement not supplant an Employee in the bargaining unit to drive either the Fire Engines or Ambulances and to "man" the Fire Hall, unless an emergency as determined by the Fire Chief.

ARTICLE 5 - NO STRIKE AND NO LOCKOUT

The Union agrees that during the life of this Agreement, neither the Union nor its agents or Employees will authorize, instigate, aid or engage in any work stoppage, refusal to work or strike against the Employer. The Employer agrees that during the life of this Agreement there will be no lockout.

ARTICLE 6 - NON-DISCRIMINATION

Both the Employer and the Union agree to comply with all applicable federal, state and local laws prohibiting discrimination. Neither the Employer nor the Union will discriminate against any Employee on the basis of race, sex, religion, color, marital or parental status, age, national origin, mental or physical disability, sexual orientation, or any other status protected by federal, state, or local law.

ARTICLE 7 - LABOR-MANAGEMENT COMMITTEE

The parties agree to convene a labor-management committee as needed to discuss issues affecting the Sitka Fire Department Employees covered by this Agreement.

ARTICLE 8 - PERSONNEL FILES

8.01 EMPLOYEE ACCESS

A. Employees shall have access to their personnel file in Human Resources upon reasonable notice and at reasonable times.

B. Employees may request a copy of any document in their personnel file.

C. Employees may also submit job-related documents to be added to their personnel file with the approval of the Human Resources Director which shall not be unreasonably denied.

8.02 UNION ACCESS

A. Upon receipt of written authorization from an Employee, a designated Union Officer will have the right to inspect the Employee's personnel file upon reasonable notice and at reasonable times.

B. Upon receipt of written authorization from an Employee, the Union may request copies from the Human Resources Director of documents from an Employee's personnel file. The Employer reserves the right to charge the Union the cost of such copying.

C. The Union Officers understand and agree that all information contained in an Employee's personnel file is confidential. The Union Officers will handle such confidential information in a manner to ensure the Employee's right to privacy is protected.

8.03 REMOVAL OF DOCUMENTS

An Employee may request a disciplinary action in the Employee's personnel file be removed after twelve (12) months, and once every calendar year thereafter. Such requests must be in writing submitted to the Human Resources Director. Removal of any disciplinary actions is subject to the approval of the Municipal Administrator.

ARTICLE 9 - VACANCIES

When there are current, minimally qualified Employees within the Fire Department interested and available for a vacancy, the Employer shall first consider and interview such qualified and interested Employees from within the existing work force. If after interviewing current employees no Employee is selected to fill the vacant position then the Employer shall seek qualified candidates through external recruitment.

ARTICLE 10 - DISCIPLINE AND DISCHARGE; RESIGNATION

10.01 DISCIPLINE AND DISCHARGE

A. The Employer shall not discipline or discharge an Employee without just cause.

B. The Employer shall normally utilize progressive discipline to correct Employee misconduct. However, the Employer reserves the right to issue any level of discipline in its discretion based on the severity of the offense.

C. Any discipline imposed upon a regular Employee may be processed as a grievance through the grievance procedure, so long as the Employee has completed the Employee's initial probationary period.

D. An Employee has the right to request and receive Union representation during any investigative interview in which the Employee reasonably believes the interview could lead to discipline or discharge.

E. The affected Employee and the Union shall receive a copy of any written disciplinary action that is placed in the Employee's personnel file.

10.02 RESIGNATION

A. To remain in good standing, an Employee who intends to terminate service with the Employer should submit a written resignation to the Fire Chief stating the Employee's last date of employment. Resignation notices shall be submitted as early as possible, but at least two (2) weeks before the final work day unless mutually agreed otherwise by the Employer.

B. A copy of the Employee's resignation shall be filed in the Employee's personnel file.

C. At the Employer's option, the resignation may be accepted upon receipt and the Employee will be relieved of all duties immediately. In such circumstances, the Employee shall receive full pay and benefits for the notice period up to two (2) weeks.

D. An Employee may request in writing to the Fire Chief that their resignation be rescinded within 48 hours after it has been submitted. The Municipal Administrator, or designee, after recommendation by the Fire Chief shall decide whether the Employees request to rescind shall be granted.

10.03 INDEMNIFICATION

A. In the event any claim or claims are made by a person or persons against any Employee for actions done while in the scope of employment covered by the terms of this Agreement, the claim shall be defended by the Employer and any liability which is incurred by an Employee covered by this Agreement as a result of the claim or claims shall be paid by the Employer. Any claim or claims, or liability resulting there from, shall not be paid by the Employer if the claim or claims are based upon acts or omissions of any Employee resulting from recklessness, gross negligence or intentional misconduct.

B. In the event the Employer resolves an action or claim involving an Employee for purely pragmatic reasons not involving any misbehavior by the Employee, the Employer will issue a letter to the Employee stating the reasons for the settlement, with a copy placed in the Employee's personnel file.

C. This Section shall be read in conjunction with the terms of any ordinance providing for indemnification of Employees, and the protection of both this Section and the ordinance shall apply, provided that, in the event of any conflict, the provisions providing the maximum protection to the Employee shall prevail.

ARTICLE 11 - PROBATIONARY PERIODS

11.01 NEW EMPLOYEES

Every new Employee in the Fire Department shall serve a six-month probationary period (180 consecutive days of service from date of hire) during which time the Employee may be terminated at the sole discretion of the Employer without right of appeal. All probationary Employees shall accrue service credits and seniority during the probationary period. An Employee's probationary period may be extended by mutual Agreement between the Employer and Union.

11.02 PROMOTED EMPLOYEES

Current Employees who are promoted to a different position in the Fire Department shall serve a three-month (90 consecutive days from date of promotion) probationary period. If the Employee's performance in the new position is unsatisfactory in the Employer's sole discretion or at the Employee's choosing, the Employee may be returned to their previous job classification within the Fire Department so long as there is a vacant position in that job classification. This employment action shall not be construed to be a demotion or disciplinary action requiring just cause.

ARTICLE 12 - GRIEVANCE ARBITRATION

12.01 INFORMAL RESOLUTION

Differences between Employees and the Employer should be resolved as quickly and satisfactorily as possible. To achieve this goal, Employees are expected to discuss any differences with the Fire Chief as soon as possible after they are aware of the event leading to the difference and prior to the filing of a grievance. The Fire Chief is similarly expected to be responsive to such discussion. Resolutions that may be reached during this informal process may not conflict with this Agreement or applicable written laws or regulations.

12.02 DEFINITION OF GRIEVANCE

A grievance shall be defined as any controversy or dispute involving the application or interpretation of the terms of this Agreement, or any alleged violation of a provision of this Agreement.

12.03 EXCLUSIVE PROCEDURE

A. The Union or the aggrieved Employee or Employees shall use the following procedure as the sole means of settling grievances unless mutually agreed otherwise.

B. This procedure shall not be available to probationary Employees during their initial probationary period if the Employee is discharged. Probationary Employees may appeal a discharge by filing a written notice with the Municipal Administrator. The Municipal Administrator's decision will be final.

C. Letters of instruction, which are not placed in an Employee's personnel file, and performance appraisals that do not affect the Employee's pay status are not subject to this grievance procedure.

12.04 TIME FRAMES

A. Any grievance must be brought to the attention of the Employer, consistent with the procedures set forth in this Article, within twenty-one (21) calendar days of the effective date of the disputed action or inaction or the date the Employee is made aware of the action or inaction, whichever is later.

B. All grievances resulting from dismissal, demotion for cause, or a single suspension in excess of thirty (30) calendar days shall be entered into the procedure at Step Two. Such grievances shall be brought to the attention of the Employer within twenty-one (21) calendar days of the action or knowledge thereof.

C. Any time frames set forth in this Article may be extended by written mutual agreement.

1. Deadlines for submission of a grievance at Step Two and above shall be counted from the date of receipt of a response from the Employer, or the date the response is due, whichever is earlier.
2. Date of receipt of a grievance or response shall be either seven (7) calendar days following date of postmark, the date of a signed verification of receipt through the US Mail or in person, a faxed copy with date of receipt noted on it, or a copy of an email transmission showing date sent.
3. All mailed material relating to Steps Two, Three, and Four of a grievance shall be accomplished through a proof of receipt method. Postmarks shall be relied on to satisfy the time frames in this Article.

12.05 GRIEVANCE PROCEDURES

A. Grievances shall be processed on forms provided by the Union. The grievance shall state the facts giving rise to the grievance, the provisions of the Agreement that have been violated, and the remedy requested.

B. Grievance Steps

Step One:

- a) Within twenty-one (21) calendar days of the disputed action or inaction, or the date the Employee is made aware of the action or inaction, whichever is later, the aggrieved Employee or Union Officer may submit a grievance in writing to the Fire Chief.
- b) The Fire Chief shall respond to the grievance in writing within twenty-one (21) calendar days after its presentation. Copies of the Fire Chief's response shall be provided to the Employee and Union.
- c) The Fire Chief may resolve the matter so long as such resolution is consistent with this Agreement and the law, subject to the approval of the Municipal Administrator.

Step Two:

Failing to settle the grievance at Step One, the grievance may be submitted by the Union Officer to the Municipal Administrator within twenty-one (21) calendar days after the response from Step One is due or received whichever is earlier. The Municipal Administrator shall respond in writing to the Union within twenty-one (21) calendar days after receipt of the appeal.

Step Three:

Any grievance which is not settled at Step Two may be submitted by the Union to arbitration. This demand for arbitration must be sent via US Mail to the Municipal Administrator in writing within twenty-one (21) calendar days after the response from Step Two is due or received whichever is earlier. The Union shall state specifically which article(s) and section(s) the Employer may have violated and the manner in which the violation is alleged to have occurred. The Union shall contact the Employer to select an arbitrator within twenty-one (21) calendar-days after receipt of the demand for arbitration.

12.06 BOARD OF ARBITRATION

When an arbitration becomes necessary to resolve a dispute, the parties will jointly request from the U.S. Federal Mediation and Conciliation Service (FMCS) the names of eleven (11) qualified arbitrators. The parties will select the arbitrator by alternately striking one (1) name at a time from the list of eleven (11) until only one (1) name remains on the list. The parties will alternate on striking the first (1st) name. The name of the arbitrator remaining on the list shall be accepted by the parties as the arbitrator, and arbitration shall commence on a mutually acceptable date. Alternatively, the parties may select an arbitrator by mutual agreement.

12.07 AUTHORITY OF THE ARBITRATOR

A. Question as to whether a matter is arbitrable shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question. Once a determination is made that the matter is arbitrable, the arbitrator shall then proceed to hear the merits of the dispute.

B. The parties agree that the decision or award of the arbitrator shall be final and binding. The arbitrator's function is to interpret the Agreement and is limited to considering the particular issue(s) set forth in the written grievance and responses. The arbitrator shall have no authority to rule contrary to, amend, add to, subtract from or eliminate any of the terms of this Agreement. The arbitrator shall have no power to modify a penalty or other management action except by finding a contractual violation. The arbitrator shall not award or grant any right, privilege, or benefit to the Union or Employees not provided for by this Agreement.

C. The arbitrator shall be requested to provide a written decision and award within 30 working days of the hearing's completion or after receipt of post-hearing briefs, unless the parties consent to a longer time.

D. Each party shall bear its own expenses associated with the arbitration. The arbitrator shall assign his/her fees and expenses to the losing party, i.e., either to the Union or to the Employer; if there is no losing party, the fees and expenses shall be apportioned by the arbitrator between the parties. The parties shall use their best efforts to minimize the costs of any arbitration.

E. A grievant shall be allowed to attend the arbitration proceeding without loss of pay. Witnesses, who are employed by the Employer, may participate in arbitration without loss of pay for time required to testify at the hearing.

ARTICLE 13 - PERSONNEL POLICIES

The City's Personnel Policies Handbook ("Personnel Policies") as adopted by Ordinance and in existence on the effective date of January 1, 2019 does not apply to any Employee covered by this Agreement unless specifically referenced otherwise in this Agreement or as listed below. Any new or amended policy considered by the Employer during the life of this Agreement shall be forwarded to the Union for review before it is considered by the Assembly. The parties agree to meet and negotiate any new or amended policies listed below unless otherwise waived by the Union.

13.01 NEPOTISM

No Employee may be employed in a position supervised by another family member. If an Employee should marry someone in a supervisory role over the Employee, the Employer shall elect which Employee may continue with the department and which Employee shall terminate or transfer, if other positions are available. Family members, for purposes of this paragraph, shall include spouse, father, mother, brother, sister, child, and the same relationship by in-law.

13.02 PERSONAL BUSINESS

Employees covered by this Agreement may conduct personal business during down times so long as such personal business does not interfere with an employee's performance or the work to be done at the Fire Hall or for the community.

13.03 SAFETY POLICY

All Employees covered by this Agreement shall be expected to comply with the Employer's Safety Policy found in the Personnel Policies so long as such policy does not contradict the provisions found in Article 14 of this Agreement.

13.04 ANTI-HARASSMENT AND NON-DISCRIMINATION POLICY

All Employees covered by this Agreement shall be expected to comply with the Employer's Anti-Harassment and Non-Discrimination Policy.

13.05 ELECTRONIC COMMUNICATION POLICY

All Employees covered by this Agreement shall be expected to comply with the Employer's Electronic Communication Policy.

13.06 VIOLENCE-FREE WORKPLACE POLICY

All Employees covered by this Agreement shall be expected to comply with the Employer's Violence-Free Workplace Policy.

13.07 PERFORMANCE EVALUATIONS

An Employee's performance shall be reviewed annually on their anniversary date.

13.08 OTHER EMPLOYMENT

Occupations or outside activity, which are incompatible with employment with the City or adversely affects the performance of the Employee's job duties with the City are prohibited.

13.09 GIFTS AND GRATUITIES

An Employee shall not accept a gift, gratuity, consideration or extraordinary favor from any person doing business, or likely to do business with the City and shall immediately report to their Fire Chief any offer, promise or suggestion that such a gift be made. This prohibition does not apply to the giving of ceremonial gifts of nominal value or gifts received from an Employee's family or ordinary circle of friends when not offered for an actual or perceived corrupt purpose.

13.10 DRUG AND ALCOHOL POLICY

All Employees covered by this Agreement shall be expected to comply with the Employers Drug and Alcohol Policy.

ARTICLE 14 - SAFETY AND HEALTH

14.01 EMPLOYER RESPONSIBILITIES

The Employer shall comply with applicable federal and state occupational safety laws and regulations and industry standards. The Employer shall make every effort to provide a safe and healthful work place.

14.02 EMPLOYEE RESPONSIBILITIES

Each Employee is required to act with due care and regard for his own safety and that of his fellow Employees. All Employees shall comply with applicable federal and state occupational safety laws and regulations and industry standards. Employees shall not knowingly or negligently expose or subject themselves or others to unsafe working conditions.

14.03 REFUSAL TO WORK UNDER UNSAFE CONDITIONS

It shall not be grounds for discipline if an Employee refuses to work under conditions posing an immediate danger of death or serious bodily injury that is ordinarily not part of the Employee's job description and assigned duties.

14.04 SAFETY AND HEALTH COMMITTEE

The parties agree to convene a safety and health committee as needed to discuss safety and health issues affecting Fire Department Employees covered by this Agreement.

14.05 TOOLS AND EQUIPMENT

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer.

14.06 PROTECTIVE CLOTHING

Protective apparel required by the Employer shall be provided and cleaned by the Employer. The Fire Department will provide each employee with two sets of turnout gear to provide for proper decontamination after incidents.

14.07 EMPLOYER-DESIGNATED CLOTHING OR UNIFORMS

If the Employer designates specific clothing or uniforms for the Employees to wear while performing work for the Employer, the Employer shall provide a minimum of two sets of the clothing or uniforms.

14.08 MANDATED HEALTH TRAINING/PHYSICALS

A. Probationary Period Requirements

1. During the initial hire probationary period, Employees are required to complete mandatory health training including, but not limited to, use of personal protective equipment.
2. Probationary Employees are also required to obtain the following medical tests or vaccinations, including but not limited to, TB screening, and Hepatitis A and B series.
3. All probationary Employees shall be required to submit shot records before the end of their probationary period.
4. Within ninety (90) days of the Employee's start date, probationary Employees must get a medical physical and submit same to the Employer. Costs will be covered either by the Employer's health insurance plan or by reimbursement from the Employer.

B. After the initial probationary period, all Employees are required to get an annual physical at the expense of the Employer utilizing the Employer's health insurance plan if applicable or by reimbursement from the Employer.

14.09 SAFETY AND HEALTH TRAINING

The Employer agrees to provide time off with pay for safety and health training provided by the Union, subject to approval by the Fire Chief, so long as operations permit and the training can be shown to be of value to the Fire Department.

ARTICLE 15 – INJURY AND ILLNESS

15.01 OCCUPATIONAL INJURY AND ILLNESS

A. Duty of the Employee to Report. It shall be the duty of each Employee to immediately report any and all accidents or work-related illness or injury to the Fire Chief.

B. **Salary While Off Duty.** The Employer shall pay the difference between what an Employee receives under Worker's Compensation and the Employee's regular earnings for up to three (3) months as well as for the three-day waiting period prescribed by Alaska statutes.

C. **Position Held Open.** In the case of an occupational injury, the Employer will, when feasible, hold the Employee's position open for up to six (6) months following the injury, or until a competent physician, following a physical or mental examination, has certified that the Employee will be unable to return to the former position, whichever occurs earlier. Any disagreement with the finding that the employee is unable to return to work shall resolve any disagreement through the grievance procedure provided in this agreement.

D. **Definition.** Occupational injury shall have that meaning used to define "injury" in the Alaska Worker's Compensation Act.

E. **Contested Occupational Injuries.** In the event of a controversy whether the Employee's injury is an "occupational injury," the Employer shall not be required to pay the benefits set forth in this Section until the Alaska Worker's Compensation Board has reached a final determination, following all appeals, that the injury is an "occupational injury." If found to be an "occupational injury," payment of benefits set forth in this Section shall be made within ten (10) working days after the Employer receives notice of the final decision.

15.02 LIGHT DUTY

When an Employee becomes injured or ill and cannot perform their normal duties regardless of whether the injury or illness is work related or not, and a doctor's certification stating light duty is possible, the Fire Chief will endeavor to assign the Employee to light duty. A light duty assignment may include a change to a 40-hour work schedule. Any such light duty assignment shall not exceed six (6) months.

ARTICLE 16 - TRAINING

16.01 EMT CERTIFICATIONS

Attendance to obtain advanced EMT Certifications must be on the Employee's own time and if any expenses are incurred, such expense is paid by the Employee. The parties agree that attendance at such training is not compensable work under the FLSA.

16.02 TUITION REIMBURSEMENT

In the event, an Employee chooses to pursue training or education that is not directed by the Employer, the Employee may request reimbursement for the tuition cost of the training and education. Reimbursement is subject to a showing that the training or education is job-related and must be approved in writing by the Fire Chief prior to the start of the training or education. The Employee must provide proof of satisfactory completion of the training or education in order to receive reimbursement. Expenses associated with books, lab fees, parking, or other similar course-related costs will not be reimbursed.

ARTICLE 17 - LAYOFF

17.01 LAYOFF ORDER

A. No regular Employee shall be laid off while there are temporary Employees performing the same work as determined by the Employer.

B. Employees shall be laid off in reverse order based on Department seniority within job classification. Senior Fire Engineer and Fire Engineer shall be considered the same job classification for purposes of layoff.

17.02 LAYOFF NOTICE

In the event an Employee is to be laid off, the Employee shall be given at least thirty (30) calendar days written notice of such lay off.

17.03 RECALL RIGHTS

An Employee's name shall remain on the layoff list for a period of two (2) years.

ARTICLE 18 - HOURS OF WORK, OVERTIME, PREMIUM PAY, SHIFTS, AND BREAKS

18.01 HOURS OF WORK AND OVERTIME

A. Senior Fire Engineers and Fire Engineers

1. The designated FLSA work period shall be fourteen (14) days.
2. Employees shall be scheduled to work 96-hours, comprised of four (4) 24-hour shifts, in a 14-day period.
3. Training and Drills Duty. Employees may also be scheduled to be on duty up to ten (10) additional hours for training or drills at the straight time rate of pay before overtime shall accrue in a 14-day period. If scheduled for training and drills, no overtime shall be paid until one-hundred and six (106) hours have been worked. If a call comes into the station while the Employees are in training or drills, the call will be paid at straight time rate of pay for all hours worked up to one hundred six (106) hours. Nothing in the paragraph should be construed to guarantee an Employee one hundred and six (106) hours of work per work period.
4. Except as provide in paragraph 3 above, hours worked in excess of ninety-six (96) hours shall be paid at the overtime rate of pay.

B. Fire Department Employees Working 40-Hour Shifts

1. The regular workweek shall consist of five (5) days at eight (8) hours per day, or upon approval of the Fire Chief, four (4) days at ten (10) hours per day. Part-time Employees schedules shall be established consistent with Section 4.1 (b) of the Personnel Policies Handbook.

2. Employees who work 40-hour work weeks shall be paid at one and one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) hours a work week.
3. All work performed by an employee on a 40-hour shift on the consecutive seventh (7th) day shall be paid at double time so long as the Employee has forty-four (44) hours of work recorded on the time sheet preceding the seventh (7th) day.

C. Overtime Generally

1. Overtime shall be distributed as equally as possible among qualified Employees who normally perform the work in which the overtime is needed. A list of overtime opportunities offered to each employee will be kept by the employer and updated each OT occurrence. Employees will have access to look at list.
2. All overtime work must have the prior approval of the Fire Chief except in an emergency. The Fire Chief shall review and approve overtime for payment.

D. Work Schedules

1. The Fire Chief reserves the right to modify an Employee's work schedule for operational reasons with fourteen (14) days-notice to the Employee or upon mutual agreement with the Employee.
2. If an Employee works a twenty-four (24) hour shift, the Employee shall be compensated at the straight-time rate of pay for the full twenty-four (24) hours, including sleep time.
3. Employees may trade shifts with written notice and approval by the Fire Chief so long as the trade does not result in the payment of overtime pay for any of the hours worked.
4. Employee(s) may request a flexible schedule regarding hours of work (flextime) or days of work (alternate work schedule). Establishment of such flextime or alternate work schedule must be approved by the Fire Chief and the Union.

18.02 CALL-OUT TIME

- A. Employees on duty are not entitled to call-out pay while on duty, including time spent in training or drills.
- B. Employees on standby who are called in to work shall be paid at one-and one- half times the Employee's rate of pay for a minimum of two (2) hours for the call out.
- C. Employees who are off duty and are called in to work shall be paid at one-and one-half times the Employee's rate of pay for a minimum of two (2) hours for the call out.
- D. Employees who are called out may be required to remain at work for the entire two (2) hours to perform work consistent with the Employee's job description.

E. Employees are eligible to be paid for one call-out during any two (2) hour period, even if the Employee is called out more than once during the same two (2) hour period.

18.03 STANDBY PAY

A. When the Employer instructs an Employee to remain available for work in a "standby" status after regularly scheduled work hours, on scheduled days off, or on holidays, the Employee shall receive \$ 3.50 per hour for each hour the Employee is on standby status Monday through Friday and \$4.00 per hour for each hour of standby on Saturday, Sunday, or a holiday. Standby pay is only paid for actual hours in standby status. Standby pay shall not be paid for regular hours worked, overtime, or call-out. Employees on standby status will be required to respond ready-to work within 15 minutes, or the time designated by the Employer.

B. When emergency work is required, the Employee on stand-by status will be called in.

18.04 REST AND MEAL PERIODS

A. Rest Periods. Employees normally shall have two rest periods of not more than fifteen (15) minutes each approximately halfway during the first and second half of their work day subject to the approval of the Fire Chief.

B. Meal Periods. Meal periods will be normally be allowed for at least thirty (30) minutes and not more than one (1) hours around noon (12:00 p.m.) as operations permit and six (6:00 p.m.).

ARTICLE 19 – HOLIDAYS

19.01 DESIGNATED HOLIDAYS

A. All Employees covered by this Agreement shall have nine (9) paid holidays per year to be observed on the following days:

New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Alaska Day	October 18
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

and such other days as may be proclaimed by the Municipal Administrator. An Employee who works a 40-hour work week may switch Veteran's Day off for the day off after Thanksgiving if approved by the Fire Chief in writing in advance of November 11.

B. Employees who work a 40-hour work week and employed on January 1 of each calendar year of this Agreement shall receive twenty (20) hours to be used as floating holidays on or before December 31 of that same calendar year. Fire Engineers and Senior Engineers employed on January 1 of each calendar year shall receive twenty- four (24) hours to be used as floating holidays on or before December 31 of that same calendar year.

C. A holiday shall consist of eight (8) hours off with pay for all Employees working a 40-hour work week and twelve (12) hours off with pay for all Fire Engineers and Senior Fire Engineers. Part-time Employees working less than 40-hours a week shall receive paid time off on a holiday on a pro-rated basis.

19.02 OBSERVANCE OF HOLIDAYS

A designated holiday will be observed on the calendar day on which it falls from midnight (12:00 a.m.) to 11:59 p.m., except for Employees working a Monday through Friday work week. If the holiday falls on an Employee's first regularly scheduled day off, it will be observed on the preceding day. If the holiday falls on the Employee's other scheduled day off, it will be observed on the first work day following the holiday.

19.03 HOLIDAY WORKED COMPENSATION

A. All regularly scheduled hours worked on a holiday shall be compensated at one and one-half times the Employee's regular rate of pay.

B. All regularly scheduled hours worked on a holiday shall be counted toward hours worked for overtime purposes.

C. No additional time off or pay will be granted for a holiday worked.

ARTICLE 20 - TIME OFF

20.01 VACATION

A. Fire Department Employees assigned to work a 40-hour work week shall accrue vacation at the following rate. Fire Department part-time Employees shall accrue vacation on a ratio of the hours they work to a forty (40) hour week.

Years of Service	Accrual Rate Bi-Weekly	Accrual Rate Each Year	Mandatory Yearly Usage
0 year through 3 rd	4.01 hours	104 hours	40 hours
4 th year through 7 th	5.85 hours	152 hours	80 hours
8 th year through 10 th	7.70 hours	200 hours	120 hours
Start of 11 th year	9.54 hours	248 hours	120 hours

Fire Engineers and Senior Fire Engineers, who are employed on a work period basis in accordance with the FLSA, shall accrue at the following rate.

Years of Service	Accrual Rate Bi-Weekly	Accrual Rate Each Year	Mandatory Yearly Usage
0 year through 3 rd	4.80 hours	124.8 hours	48 hours
4 th year through 7 th	7.02 hours	182.4 hours	96 hours
8 th year through 10 th	9.24 hours	240 hours	144 hours
Start of 11 th year	11.45 hours	297.6 hours	144 hours

- C. No vacation will accrue while on leave-without-pay.
- D. Vacation shall be taken with authorization of the Fire Chief shall be paid at the current rate of pay. Employee requests for time off under this Section shall be granted based on operational needs, and shall not be unreasonably denied.
- E. Vacation shall not accrue and may not be taken prior to six (6) months of continuous satisfactory service, but after six months of employment, vacation time shall accrue retroactive to the date of employment.
- F. Employees who work a 40-hour work week shall accumulate vacation up to a maximum of not more than 560 hours as of June 30 of each year. Fire Engineers and Senior Fire Engineers may accrue up to a maximum of 672 hours each year. In either case, any hours in excess of 560 or 672 respectively shall be paid on the check issued in the first full pay period of the fiscal year.
- G. When a holiday falls when an Employee is on vacation, the Employee shall be paid for the holiday without a deduction from accrued vacation.
- H. Accrued, but unused, vacation will be paid to Employees upon separation from employment after six (6) months of service.
- I. Each fiscal year, Employees with more than one hundred twenty (120) accrued vacation leave may receive payment for all or part of vacation leave in excess of one hundred and twenty (120) hours. The leave balance shall be reduced accordingly. Such payment does not eliminate the mandatory leave use requirements set forth in this Section. Conversion payments are limited to twice each calendar year.
- J. An Employee may request an advance of their vacation pay if they are going to be absent for more than ten (10) consecutive days and during which time a payroll is paid. The request to payroll must be made at least five (5) working days before the Employee's vacation is to begin and must include the signature of the Fire Chief. Otherwise, Employees shall receive their pay check on regular scheduled pay days while on vacation.
- K. The Employer shall remind each Employee in writing not later than April 1 of the need to use mandatory vacation time off and an accounting of time off used by the Employee between July 1 and March 31 of current fiscal year. Employees who do not use their mandatory time off as required shall forfeit the remaining balance of their unused mandatory time off as of June 30 of each calendar year. When operational needs do not allow an Employee to take the required time off, the Municipal Administrator may extend the time to use mandatory leave. An extension does not waive the following year's mandatory leave usage requirement.

20.02 SICK LEAVE

- A. Employees shall accrue sick leave at the rate of twelve (12) hours for each calendar month of employment. Regular part-time Employees shall accrue sick leave on a ratio of the hours they work to a forty (40) hours week. No sick leave will accrue while on leave-without-pay.

B. Sick leave accrual shall be capped at a maximum of 720 hours for all Fire Department Employees working a 40-hour work week. Fire Engineers and Senior Fire Engineers may accrue up to a maximum of 864 hours each year. There shall be no accrual after the cap has been reached; accrual will resume once the Employee's sick leave balance is less than 720 hours for regular Employees, or 864 hours for qualified Fire Department personnel.

C. Sick Leave Bank

1. When an Employee has exhausted his or her accrued sick and vacation leave, the Employee may apply for leave from the sick leave bank consistent with Section 9.11 of the Personnel Policies Handbook.
2. Employees may donate to the sick leave bank by donating in increments of eight (8) hours, first vacation leave and then sick leave. Sick leave contributions to the sick leave bank may not exceed forty (40) hours in any calendar year. There is no cap on vacation leave contributions during a calendar year.

D. Employees are responsible to notify the Fire Chief as soon as possible prior to the beginning of the Employee's shift if they are to be absent.

E. Sick leave shall be paid at the Employee's current rate of pay and may be used for the Employee's illness or injury. Up to 120 hours of sick leave may be used or for the illness or injury of the Employee's immediate family members each calendar year. Up to 40 hours of sick leave may be used for a death in the Employee's immediate family. "Immediate family" for purposes of this section includes the Employee's spouse, children, parents, siblings, parents-in-law, grandparents, or grandchildren.

F. The Employer may require a certificate from a medical provider confirming the absence was due to illness or injury for three days or more or to provide a fitness to return to duty for any absence. If an Employee is absent due to illness or injury for more than 10 days in a 12-month period, the Employer reserves the right to require the Employee provide a certificate for every absence.

G. When a holiday falls when an Employee is on sick leave, the Employee shall be paid for the holiday without a deduction from accrued sick leave.

H. Employees shall be eligible for a sick leave benefit from date of hire. Sick leave will be granted to the Employee commencing on the first day of illness.

I. Sick leave has no cash value, and will not be cashed out upon termination.

J. Each full time regular Employee will have one-half of the difference between 80 hours and the actual hours of sick leave used in the previous calendar year converted from sick leave to annual leave on January 1 so long as the Employee is employed on January 1.

20.03 FAMILY AND MEDICAL LEAVE

The Employer shall grant family and medical leave consistent with both the Federal and State Family and Medical Leave Act effective the first day of the authorized leave as provided in Section 9.10 of the Personnel Policies Handbook.

20.04 LEAVE WITHOUT PAY

Leave without pay shall be permitted consistent with Section 11 of the Personnel Policies Handbook.

20.05 MILITARY LEAVE

Employees shall be eligible for military time consistent with federal (USERRA) and state law (AS 39.20.340) governing military time off.

20.06 COURT LEAVE

Employees shall be eligible for court leave consistent with Section 13 of the Personnel Policies Handbook.

20.07 TIME OFF TO VOTE

Employees shall be granted a reasonable amount of time off to vote if the polls are not open before or after the Employee's shift begins or if the Employee is unable to take the Employee's meal period off to vote.

20.08 TIME OFF FOR CERTIFICATION

When required or requested by the Employer, Employees shall be granted time off with pay to obtain the required or requested certification, accreditation, licensure, or training.

ARTICLE 21 – TRAVEL

21.01 TRAVEL REQUESTS

Prior to the payment of any travel advance or commencement of official travel, a travel request will be completed by the Employee. The request will be approved by the Fire Chief and authorized by the Municipal Administrator. Travel requests must indicate the itinerary; mode of travel; lodging costs, if known; whether or not use of a rental car is authorized; and, amount and nature of authorized registration fees. Travel requests will also indicate if per diem is requested and whether or not reimbursement for actual costs is requested.

21.02 TRAVEL BY COMMON CARRIER REIMBURSEMENT

Reimbursement shall be allowed for the lowest fare for the most direct route by a common carrier unless authorized otherwise by the Municipal Administrator.

21.03 LODGING REIMBURSEMENT

While traveling on official business and away from home or designated posts of duty, an Employee will be reimbursed for the actual cost of lodging which is reasonable and necessary.

21.04 MEAL REIMBURSEMENT

A. An Employee may receive a per diem rate up to \$61.00 for meals as follows:

Midnight	to	10:00 a.m.	Breakfast	\$10.00
10:00 a.m.	to	3:00 p.m.	Lunch	\$19.00
3:00 p.m.	to	Midnight	Dinner	<u>\$32.00</u>
Total				\$61.00

B. To be eligible, an Employee must be in travel status during a meal allowance period for three (3) consecutive hours. The first day and last day of travel will be prorated as shown above.

C. In the event meals are provided in the registration fee or agenda at training or a conference, per diem for meals shall not be paid. However, upon return, an Employee may submit a written explanation why the Employee did not eat the meal(s) provided at the training or conference along with a receipt for such meal(s) and so long as the above-noted requirements are met, the Employee shall be paid the per diem rate for the meal(s) expensed.

21.05 TRANSPORTATION EXPENSES

A. Rental car expenses will be reimbursed on an actual cost incurred basis so long as such rental car is authorized in an Employee's travel request. Reimbursement for a rental car will not exceed the lowest rate for an economy class rental unless approved by the Fire Chief. Employees required to rent a vehicle in the performance of their official duties for the Employer shall be covered by the Employer's insurance.

B. All other transportation costs will be reimbursed based on actual costs incurred.

21.06 RECEIPTS REQUIRED

Except for per diem paid in advance for meal reimbursement, receipts will be required for reimbursement of all other costs incurred while traveling.

21.07 REGISTRATION FEES

Registration fees will be paid or reimbursed on an actual cost incurred basis when authorized in an Employee's travel request.

21.08 TRAVEL ADVANCES

A. Prior to traveling on official business, an Employee may request an advance of per diem.

B. Travel advances must be requested at least two weeks prior to the date travel is to commence. The Municipal Administrator may grant exceptions to this requirement.

21.09 USE OF PRIVATE VEHICLES

Employees shall not normally be required to use the Employee's personal vehicle for Employer business. If a situation arises where an Employee must use the Employee's personal vehicle, the Employee shall be reimbursed for mileage at the current IRS rate. Reimbursement for actual costs of ferry fare, bridge, road and tunnel tolls, shall be paid.

21.10 EMPLOYEE RESPONSIBILITY

Employees shall be responsible to reimburse the Employer for travel advances in excess of actual expenses (with the exception of meal reimbursement) or personal expenses charged to the Employer's credit card within thirty (30) days after travel has ended. Reimbursement for costs incurred by the Employee may be delayed or future travel advances denied until the Employee reimburses the Employer under this paragraph.

ARTICLE 22 - WORKING OUT OF JOB CLASSIFICATION

22.01 TEMPORARY WORKING IN A HIGHER CLASSIFICATION

When an Employee is temporarily required to perform work in another higher classification for eight (8) or more hours, the Employee shall be paid the higher rate for all hours worked in the higher classification. Such assignment shall be designated in writing by the Fire Chief and submitted with the Employee's timesheet to payroll.

22.02 TEMPORARY TRANSFER TO LOWER CLASSIFICATION

No Employee will suffer a reduction in pay by reason of the Employee's temporary transfer to a job carrying a lower pay classification.

22.03 JOB CLASSIFICATION REVIEW

If an Employee believes the Employee's position is improperly classified, the Employee may submit a written request for a job classification review to the Director of Human Resources with a copy to the Fire Chief. If, after review and consultation with the Fire Chief, it is determined by the Director of Human Resources that the position should be reclassified based on the job duties performed any pay adjustment shall be made retroactive to the date of the request. Nothing in this Section precludes the Director of Human Resources from determining that the Employee is working out of class but directing the Employee through the Fire Chief to perform the work of the original job classification instead of reclassifying the position.

ARTICLE 23 – WAGES

23.01 WAGE MATRIX

A. The wages for all positions covered by this Agreement are set forth on Matrix attached as Appendix A. Employees shall be placed on the Matrix effective January 1, 2019 based on the Letter of Agreement attached as Appendix B.

B. Employee shall move one step on July 1, 2019.

C. Employees shall move one step on July 1, 2020.

D. Employees shall move one step on July 1, 2021.

23.02 PROBATIONARY PERIOD INCREASE

Employees who satisfactorily complete their probationary period shall receive a step increase in their starting wage.

23.03 DETERMINING WAGE RATES FOR VARIOUS PERSONNEL ACTIONS

A. The Employer shall determine the starting wage and step on the Matrix for any new hire in its sole discretion.

B. The Employer shall determine the wage for any promotion of an Employee covered by this Agreement. Upon promotion, the Employee shall be placed on the Matrix that reflects at a minimum a pay increase of four percent (4.0%) effective on the date of the promotion.

C. When an Employee's position is reclassified and the reclassification results in a reduction in pay, the Employee's current pay rate shall not be reduced. If it is reclassified and the reclassification results in a pay increase, the Employee's wage rate shall be determined consistent with paragraph B above.

D. When an Employee applies for and is hired into a different position with the City at a lower pay rate, the Employee's wage shall be reduced. The Employer and the Employee shall determine the pay rate for the transferred position.

E. The Employer shall notify the Union in writing within thirty (30) days after any personnel action taken under this Section affecting Fire Department Employees.

23.04 DIRECT DEPOSIT

All Employees are encouraged to authorize in writing direct deposit of their paychecks.

23.05 SEVERANCE PAY

When an Employee with a regular appointment in good standing is laid off, the Employee is entitled to severance pay of two (2) weeks regular pay in addition to whatever wages are due. In the event of termination by death, his or her heirs, assigns, or estate shall be entitled to this severance pay.

ARTICLE 24 - HEALTH INSURANCE

24.01 Full time regular Employees may enroll in the Employer group health insurance plan with the Employer paying 90% of the Employees' and dependents' health insurance premium. The Employee shall pay the remaining 10% of the health insurance premium through payroll deduction.

24.02 The Employer will pay a portion of the cost of health insurance premiums for part-time regular Employees, based on a ratio of the hours they actually work in a forty-hour workweek.

ARTICLE 25 - RETIREMENT

25.01 STATE RETIREMENT SYSTEM

The Employer is a participant in the State of Alaska Public Employees Retirement System (PERS) effective January 1, 1970. Coverage is mandatory for all full-time and part-time regular employees who are not temporary. Details regarding retirement benefits and the retirement system may be obtained from Human Resources.

25.02 SUPPLEMENTAL BENEFITS SYSTEM

The Employer is a participant in the Supplemental Benefits System – Annuity Plan (SBS-AP). Coverage is mandatory for all full-time and part-time regular employees who are not temporary Employees and who are not retirees under PERS. The Employer will match the Employee contribution up to the maximum limit.

25.03 DEFERRED COMPENSATION

The Employer shall provide a deferred compensation plan that Employees may contribute to through payroll deduction.

25.04 MEDICAL EXPENSE REIMBURSEMENT PROGRAM

Employees may elect to participate in a Medical Expense Reimbursement Program ("MERP") through the Union based on their current Tier in State of Alaska PERS during the life of this Agreement. If so elected, Employees may submit a written authorization for payroll deduction for a MERP contribution on a form provided by the Union.

ARTICLE 26 - SAVINGS CLAUSE

Should it be decided by decree of judgment of any court of competent jurisdiction that any article, section or provision herein is rendered invalid by reason of any existing or subsequently enacted statute, ordinance or other law, the invalidation of such article, section or provision will not affect the remaining portions hereof and such other parts and provisions will remain in full force and effect. Upon the invalidation of any article, section or provision hereof, the parties will meet and negotiate the parts and provisions concerned within thirty (30) days from the date the fact of such invalidation is communicated to them; provided, however, that the parties may mutually agree to extend the time for such negotiations.

ARTICLE 27 - ZIPPER CLAUSE

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

27.02 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties are set forth in this Agreement. The parties further understand that they have agreed to meet about any subjects relating to this Agreement and other matters of mutual concern during the term of this Agreement when requested. However, nothing in this Section obligates a party to reach agreement or to change this Agreement with respect to any subject or matter specifically referred to or covered by this Agreement.

27.03 Nothing in this Section relieves either party of their legal obligation to bargain in good faith with respect to mandatory subjects of bargaining.

ARTICLE 28 – DURATION

This term of this Agreement shall be from January 1, 2019 through December 31, 2021, and thereafter from year to year, provided, however that either party may give the other party written notice of its desire to effect changes to the Agreement. Such written notice shall specify the particular Articles in which changes are desired, and shall be served upon the other party not more than one hundred and eighty (180) days and not less than one hundred twenty (120) days prior to the end of the initial period of the Agreement or any annual extension thereof. The parties agree to meet to schedule negotiations within thirty (30) days after receipt of such notice. Nothing herein will preclude the termination, modifications or amendment of this Agreement at any time by written mutual consent of the parties.

In the event that the termination of this agreement shall occur during the course of negotiations for a renewal of the agreement, the terms and conditions of this Agreement shall be binding upon the parties until a renewal agreement is negotiated and executed by the parties.

This Agreement shall become effective on the date of signing unless specified otherwise in the Agreement or in writing by the parties.

This Agreement is entered into this _____ day of _____, 2018.

P. Keith Brady
Municipal Administrator

Dominic Lozano
Alaska Professional Fire Fighters

Kimberly K. Gearity,
Municipal Chief Negotiator

Craig Warren
IAFF Member

David Miller
Fire Chief

Jennifer Klejka
IAFF Member

Mark Danielson
Human Resources Director

John P. "Jay" Sweeney
Chief Finance and Administrative Officer