

COLLECTIVE BARGAINING AGREEMENT

between the

FAIRBANKS NORTH STAR BOROUGH



and the

ALASKA STATE DISTRICT
COUNCIL OF LABORERS
LABORERS' LOCAL UNION NO. 942



JULY 1, 2018 – JUNE 30, 2021

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ARTICLE 1. DEFINITIONS

Section 1 - Tense, Number and Gender as Used in this Agreement

1. Words in the present tense include the past and future tenses, and words in the future tense include the present tense.
2. Words in the singular number include the plural, and words in the plural number include the singular.
3. Words of any gender include the masculine, feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

Section 2 - Definitions

1. **“Accident/Incident Review Board ARC”** means a board charged with investigation of accidents and incidents. ARC meetings will be scheduled when damage or possible claims are expected to exceed \$750.00 The Union will be notified in advance of all Accident Review Board meetings.
2. **“Bargaining Unit”** in this Agreement means the Alaska State District Council of Laborers, Laborers Local Union No. 942.
3. **“Business Agent or Union Representative”** means a Laborers Local 942 professional staff person who is designated to represent Local 942 Borough employees on behalf of the Union.
4. **“Calendar Year”** means a twelve-month period beginning January 1, and ending December 31.
5. **“Casual Employee”** means a person who is employed in a casual (temporary) capacity that does not exceed 1040 hours in a calendar year. Casual Employees exceeding 1040 hours in a calendar year will be immediately terminated from Borough employment. Casual Employees are not eligible for any fringe benefits.
6. **“Confidential Employee”** means an Employee who assists and acts in a confidential capacity to a person who formulates, determines and effectuates

management policies in the area of collective bargaining, and is excluded from the Bargaining Unit.

7. **“Disciplinary Action”** means imposition of certain personnel actions for just cause (e.g., oral counseling, written reprimand, suspension, dismissal) or as a result of conduct detrimental to the Borough.
8. **“Disciplinary Review Board”** is a review board consisting of the Transportation Director, Human Resources Director, Business Agent and immediate supervisor or their designees. The Board will convene when an Employee does not concur with the discipline imposed and requests a review.
9. **“Employee Representative”** means any Bargaining Unit Member designated as such by the Union to serve on specific committees, i.e. Health, Labor/Management, Sick Leave Bank, etc.
10. **“Extraboard”** means an Employee who is utilized as a substitute for a Regular Employee. Extraboards are non-scheduled and therefore do not have an ongoing set schedule, but are on-call for fill-ins as needed. Extraboards shall be covered under the State of Alaska Public Employees Retirement System (PERS), Prepaid Legal Service Plan, eligible for health care benefits, and may participate in the Borough sponsored AFLAC program. Extraboards are eligible to accrue leave on a pro-rata basis, and may be eligible for holiday pay in accordance with Article 27. Time recorded for Extraboard Employees must be at least fifteen (15) hours per week, but can be made up of regular hours, leave or leave without pay. Extraboards can hold and accrue seniority in more than one division.
11. **“Flex Time”** means an alternate work schedule occurring in a work week that is mutually agreed to by the employee and his/her supervisor. In a flex arrangement, overtime is paid during the workweek for any hours exceeding ten (10) in one (1) workday or forty (40) in a work week.

12. **“Fiscal Year”** means a twelve month period beginning July 1st, and ending on June 30.
13. **“Ghost Rider”** means an individual who will be periodically called in by the Employer to evaluate Employee performance and adherence to: Borough policies, practices and applicable local, state and federal regulations. Ghost riders must have familiarity with bus operations and regulations. The Ghost rider shall provide a copy of the evaluation form to the Employer by the close of business the day after the evaluation, and the Employer shall provide a copy to the Employee upon receipt. The content of the evaluation may be used in Employee performance evaluations.
14. **“Job Steward”** means a Bargaining Unit Member designated as such by a vote of the Employees in their respective divisions and confirmed by the Union to represent the interests of the members and is authorized to speak for the Laborers Local 942 on Employee matters as governed by this Agreement.
15. **“Layoff”** means a separation from employment that is implemented because of budgetary limitations, lack of work, abolishment of position, departmental reorganization, or for similar reasons.
16. **“Supervisor Positions”** are Employees who under the direction of his/her manager/director may be responsible for the: assigning, scheduling, and reviewing the day to day work activities, and quality of work; including, if necessary, giving technical direction to the Employees supervised including imposition of 1st level disciplinary actions. Supervisors may be requested by the manager/director to indicate the effectiveness of the work product of the Employees supervised, including completing performance evaluations.
17. **“Management Employee”** means an Employee, designated as management staff by the Employer, who is empowered to manage and direct the department/division in all aspects.

18. **“Regular Employee”** means an Employee who has been retained in his/her appointed position after completion of his/her probationary period, whose position requires at least twenty (20) hours of work each regular workweek, and whose position is identified as a benefit eligible, regular position in the approved budget. A Regular Employee is eligible for health benefits as provided in this Agreement, and shall receive other benefits under this Agreement on a pro rata basis of hours paid, excluding overtime hours, but including all paid leave.
- A Regular Employee is not allowed to hold a casual position while employed by the Borough in a regular capacity.
19. **“Scheduled Employee”** means either a full-time (30-40 hours per week workweek) or part-time (20-29 hours per week workweek) Regular Employee who has a set, established work schedule.
20. **“Term Employee”** means a project specific Employee holding a position for a period of more than six months but less than two years, with a projected discharge date which may be adjusted according to funding limitations or completion of work. Employees hired to fill a term position shall enjoy all benefits of a Regular Employee with the exception of employment protection beyond the life of the designated project(s). Term Employees are not eligible for bumping rights.

ARTICLE 2. PARTIES & PURPOSE OF AGREEMENT

- A. This Agreement is made and entered into between the Fairbanks North Star Borough, hereinafter referred to as the "Employer" and the Alaska State District Council of Laborers, Laborers Local Union No. 942, hereinafter referred to as the "Union".

- B. It is the policy of the Employer and the Union to continue harmonious and cooperative relationships between the parties to insure orderly and uninterrupted operations of government. This policy is effectuated by the provisions of the Alaska Public Employment Relations Act, granting public employees the right of organization and collective bargaining concerning the determination of terms and conditions of their employment.

- C. The welfare of the Employer and its Employees is dependent largely upon the service the Employer renders the public. Willing cooperation between management, employee organizations and each Employee is necessary to render honest, efficient, and economical service, and all parties will so conduct themselves to promote this spirit.

ARTICLE 3. RECOGNITION OF BARGAINING UNIT

- A. The Employer hereby recognizes the Union as the exclusive representative for the Transit, Maintenance, and Van Tran Employees with respect to: rates of pay, wages, hours, and other conditions of employment. Management, confidential, appointed employees, elected officials, casual employees, members of the Alaska Public Employees Association, and members of the Alaska State Employees Association are excluded from the bargaining unit.

- B. For the purposes of this Agreement, the bargaining unit shall consist of full-time scheduled, part-time scheduled, Extraboard, and term Employees as defined in Article 1 of this Agreement.

- C. If any prior IM positions in this bargaining unit are reinstated, they shall be designated as Laborers 942 position.

ARTICLE 4. MANAGEMENT RIGHTS

The management of the Employees and the direction of the work force is vested exclusively with the Employer. Except when expressly designated or modified by a specific provision of this Agreement, the Employer retains the sole right to: hire, discipline or discharge for cause, lay-off, promote, transfer, and assign its Employees; to determine or change the starting and quitting times and the number of hours worked; to determine the necessity of overtime and when such overtime shall be worked; to promulgate rules and regulations; to assign duties to work force; to establish new job classifications; to introduce new or improved facilities; and to carry out ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement.

Nothing in this Agreement shall be construed in any way to interfere with the recognized prerogatives of the Employer to manage and control its business.

ARTICLE 5. UNION RESPONSIBILITY

The Union agrees that it has a responsibility to carry out all the provisions of this Agreement and that it will assist the Employer in actively combating absenteeism and other practices which may hamper the Employer's operations.

The Union agrees that its bargaining unit Employee members will perform loyal and efficient service and that they will use their influence and best efforts to protect the property and interests of the Employer, and will cooperate with the Employer to this end at all times.

ARTICLE 6. UNION SECURITY

- A. All Employees, covered by this Agreement, shall be required as a condition of continued employment to apply for and become members of, and to maintain membership in the Union, within thirty-one (31) days following the beginning of their employment.

- B. Upon written request by the Union, an Employee employed for more than thirty-one (31) days, who is not complying with the provisions of the foregoing paragraph, shall be terminated by the Employer in accordance with the instruction of the written request. Where such action is taken by the Employer, the Union will hold the Employer harmless.

ARTICLE 7. EMPLOYEE ROSTER

The Employer agrees to furnish the Union a seniority roster of all Employees in the Unit when it is requested by the Union.

ARTICLE 8. UNION MEMBERSHIP AND DUES

- A. The Union shall assume all obligations and responsibilities for the collection of any Union dues, fees, or assessment, except as agreed to by the Employer and set forth herein.

1. **Check off and Payroll Deductions.** Employees shall have dues, fees, or other Employee benefits, as specified in this section, deducted from the pay to which they would otherwise be entitled and have those funds paid to the Union, providing they execute a check off authorization on a form mutually agreed to by the parties to this Agreement. Upon receiving such authorization, the Employer shall make the deductions so authorized and promptly forward these deductions to the Union. The Employer shall remit Employee-authorized deductions to the duly authorized representative of the Union, together with a list of the names of the Employees from whose pay deductions are made.

 2. **Union Working Dues.** The Employer will deduct two percent (2%) of the Employee's gross earnings, less Employee contribution to PERS and health care (POP and any other health offset deduction(s)), for working dues from each Laborer in their employ. The Employer shall promptly forward these deductions to the Union.
- B. The Union agrees to hold the Employer harmless from all liability in connection with the collection of dues or fees, except that the Employer shall be held to the exercise of ordinary diligence and care in transmittal of the monies to the Union.

The Union shall retain the right to discipline its members at all times.

ARTICLE 9. REPRESENTATIVES

Section 1 - Union Representatives

- A. The Union shall have representatives who are not Employees of the Employer who shall be authorized to speak for the Union in all matters governed by this Agreement and shall be permitted to visit any work area at any time with advance notice to the person in charge.

- B. In addition to the above, the Union may, upon written notification to the Employer, appoint Job Stewards from among the Employees. At no time shall the Union designate more than three (3) such Job Stewards. The Job Stewards shall be allowed to discuss complaints or grievances arising under this Agreement with the Employer during working hours, if necessary, without loss of compensation for such time spent in the pursuit of their Job Steward duties.

- C. The Job Stewards shall not conduct their activities in a manner that will interfere with the schedule or operations of the Employer. When operationally feasible, the Job Stewards will be allowed release time from his/her responsibilities in order to address Union business. Such release time will not exceed a total for all Job Stewards of 208 hours in a calendar year, and must be noted on the timesheet.

- D. Prior to engaging in their official Union duties, expected to last longer than fifteen (15) minutes, a Steward shall notify his/her supervisor. Time to perform such duties shall not be unreasonably denied, but cannot interfere with the delivery of on-time service.

- E. Employees shall have the right to have either a Job Steward or Business Agent (at their option) present when discipline may be rendered by the Employer. Employees have the right to request the presence of either a Job Steward or Business Agent when meeting with management on an issue that could potentially lead to disciplinary action.

- F. Time spent by Union Stewards outside of his/her normal work day will not be counted as work time.

- G. For the purposes of contract negotiations, the Borough shall provide release time for 3 Employees, so designated by the Union, to participate in the negotiations (from initial contract exchange to completion). Preparation time for negotiations, and non-table time after negotiations commence shall be scheduled during off work hours, or if held during work hours, the Employees will be required to take leave.

The Union may designate alternates, who will not be provided release time unless they are covering for an absent member of the negotiation team.

Section 2 - Joint Meeting

The Borough and Laborers will hold joint Labor/Management Meetings as necessary to discuss the interpretation and application of this Agreement and to facilitate two-way communication efforts between the parties and to promote a climate conducive to constructive Employee relations and greater productivity.

A Laborers 942 Employee Representative may be invited to participate in the FNSBEA Labor/Management Committee meeting when the subject topic is of interest to all parties.

ARTICLE 10. NO STRIKE OR LOCKOUT

Both parties to this Agreement agree there shall be no strikes or lockouts.

ARTICLE 11. NON DISCRIMINATION

- A. The Employer agrees to comply with all State and Federal: laws, rules, and regulations prohibiting discrimination. It is hereby agreed that there shall be no discrimination by the Employer or Union because of race, color, creed, age, ethnic origin, religion, gender, sexual orientation, genetic information, national origin, physical or mental disability, political affiliation, domicile, marital status, change in marital status, parenthood, pregnancy, and age, or any other basis of discrimination prohibited by local, state or federal law. The Employer agrees that it will not discriminate against any Employee because of Union membership.

- B. The Fairbanks North Star Borough's obligations to refrain from illegal acts under: Federal and State laws, Borough Ordinance, and any other policy or procedure prohibiting discrimination or harassment, are not obligations under this collective bargaining Agreement and are not subject to the grievance/arbitration procedure as defined in this Agreement.

ARTICLE 12. FILLING OF VACANCIES/HIRING HALL

The Union agrees to maintain a hiring hall to solicit qualified workers, both Union and non-Union, in order to fulfill necessary requirements for workers. The Employer agrees

to use the service of such hiring hall and will call upon the Union to furnish all the qualified workers it may require in the classifications herein mentioned, subject to the following terms and conditions:

- A. The Employer will furnish a job description specifying minimum requirements for each bargaining unit classification. If necessary, new classifications shall be added by the Employer.

- B. All positions will be posted with the Union and externally concurrently through the Employer's Applicant on-line program for a minimum of five (5) calendar days. Applicants referred by the Union Hiring Hall shall be required to submit an electronic application during the posting period, and will be screened by Human Resources to determine if they meet the minimum qualifications. The Union shall provide Human Resources with a list of individuals they have referred by the job closing date. Applicants referred by the Union and any internal bargaining unit employees will be considered prior to any external applicants. Those appearing to meet the minimum qualifications will be afforded an interview.

- C. The Employer retains the right to reject any job applicant referred by the Union. In the event an applicant is refused, the Employer shall provide notification to the Union within three working days once applicants have been screened specifying the reason for the refusal.

- D. In the event the Union is unable to supply the Employer with a suitable applicant during the job posting period, the Employer may procure workers from any other source; however, any such applicant so hired must have an official dispatch by the Union and comply with Article 6 of this Agreement.

- E. The Union agrees that it will not discriminate against non-Union workers in referring applicants to the Employer, and the Employer agrees not to discriminate against Union workers in selecting job applicants referred by the Union.

- F. Both parties agree that all Federal and State statutes relative to non-discrimination in the employment process shall be observed.

- G. The Union agrees to indemnify and defend the Employer for any and all costs related to any complaints in which a court of competent jurisdiction finds that the Union acted improperly under this referral process.

- H. The Union shall refer interested applicants to the Employer in accordance with their place on the out-of-work lists of the local Union. Efforts should be made by the Union to refer minorities for employment. Referred applicants shall have and maintain throughout employment, driving records acceptable to the Employer and must hold and maintain insurability, under normal insurance industry standards for professional drivers. All Employees must comply with the Borough Driving Policy.

- I. It is agreed between the parties that those positions designated as supervisory (Transportation Supervisor, Maintenance Supervisor, and any other so designated supervisory positions) are selected by the Employer without regard to seniority.

- J. When a position vacancy occurs, Human Resources shall notify employees via email of the job posting, and the Transportation Department shall post the position vacancy, for the period the position is open for recruitment on the bulletin boards in the Peger Road facility driver's room, mechanics break room and at T-Park. Notification of the recruitment shall be sent to the Union for dispatch.

ARTICLE 13. PAY DAY, ITEMIZED DEDUCTIONS, PAY SHORTAGES

- A. Employees shall be paid every other Wednesday for the preceding two-week period. If a pay day falls on a recognized holiday, then the preceding Tuesday will be designated as pay day. Exceptions to the designated pay days may be made to the above schedule to accommodate specific unusual operating requirement (i.e., year-end financial closures, etc.). In such a case, the Union and the Employees will receive as much advance notice as feasible.

- B. Payroll advances are prohibited, except that the Chief of Staff may approve an exception allowing a payroll advance for an unforeseen event or circumstance.

- C. The Employer shall provide electronic paystubs to Employees with an itemized statement of earnings and deductions, specifying hours paid, straight time, overtime, annual leave hours, and other compensation payable to the Employees. Direct deposits will be credited to Employee accounts on payday. Electronic pay stubs will be made available to Employees prior to payday. Checks will be mailed to the Employee's mailing address the day before payday.

- D. Proven pay shortages due to an Employer processing error exceeding a gross of \$50.00 or more, shall be paid promptly when requested by the Employee, but such waiting period shall not exceed three (3) working days. All other shortages shall be processed in the next payroll cycle. If the shortage results in the Employee being paid less than minimum wage, the payment will be processed within three (3) working days of notice of the shortage.

ARTICLE 14. HOURS OF WORK, WAGES/ OVERTIME PAYMENTS

Section 1 - Workweek

The workweek for all Employees shall begin at 12:01 a.m. Monday and end at 12:00 Midnight the following Sunday. Employees shall not be normally scheduled to work six (6) days in any single workweek. However, Employees have the right to bid for a route or shift to be worked on the sixth day of the workweek, subject to the limitation that the total hours in the Employee's workweek will not exceed forty (40) hours. Section 2 - Work Schedule

Section 2 – Work Schedule

- A. Pay for Employees shall be computed on the basis of fifteen (15) minute increments. Employees who are docked for late arrivals, shall be docked in fifteen (15) minute increments.

- B. The Employer agrees to schedule an adequate amount of travel time to and from the Transportation Maintenance Center to designated starting points for each route and such travel time shall be considered time worked and paid for at the proper rate of pay. Schedules may be changed by the Employer from time to time in order to better serve the public; however, the Employer shall give Employees a minimum of (5) days' notice of any changes in shift start or end times, unless mutually agreed by Employee and supervisor.

- C. Van Tran Driver shifts may be adjusted to start one (1) hour before or one (1) hour after the established (bid) shift to allow for fluctuations in daily ride demand, while maintaining the minimum number of hours as expressed on the bid sheet. Supervisors will make contact with the Employee when schedule adjustments are needed.

- D. For mechanics only, if required to work outside of the bus schedule (currently 5AM-10PM), a shift differential of \$.75 (seventy five) cents per hour shall be paid on those hours.

Section 3 – Prep/Post Time

All Transit drivers shall be granted a maximum of thirty (30) minutes for prep time for each shift, except that the time is reduced to fifteen (15) minutes for split shifts where the bus is already in service or where the driver has previously completed the inspection.

All Van Tran drivers shall be granted a maximum of fifteen (15) minutes for prep time at the beginning of each shift. This prep time is to be used to inspect the vehicle and complete any necessary forms. The schedule will be set to include adequate travel time to start their assigned routes.

All Transit and Van Tran drivers shall be provided a maximum of fifteen (15) minutes for post trip time at the end of their shift. This post trip time is to be used to inspect the vehicle, complete any necessary forms, and to allow adequate travel time to finish their assigned routes.

Section 4 – Technology Time

The Employer will schedule technology time for Transit and Van Tran Drivers (maximum of 15 minutes per week) for Employees to access emails and timekeeping systems throughout the week. Technology time will be identified on the bid sheets. Extraboards will be provided only one shift per week with Technology time, which may require a schedule adjustment.

Section 5 - Clean-up Time

All Employees in the Maintenance Division shall be given fifteen (15) minutes prior to the end of their shift for clean-up purposes. Clean-up purposes consist of work area, tools, and personal cleanliness.

Section 6 - Overtime

- A. For shifts of eight (8) hours or less, all work in excess of eight (8) hours per day or forty (40) in any workweek, shall be paid at one and one-half (1 1/2) times the Employee's rate of pay for nonexempt Employees, except if a flex schedule has been approved. No Employee may work overtime hours without his or her supervisor's advance approval. Supervisors shall not discriminate when assigning overtime.

- B. Employees assigned to shifts over eight (8) hours in a day (four (4), ten (10) hour days, or four (4), nine (9) hour days, or other approved schedule, shall be paid one and one-half (1 1/2) times the Employee's rate of pay for all work in excess of ten hours per day or forty hours in any one workweek.
 - 1. Attendance of: training sessions, Employer called meetings, safety meetings, employment physicals, drug testing and completion of accident forms is compensable time and shall be paid in accordance with this article.

Section 7 – Flex Schedules

For flexibility purposes and only when the arrangement is agreed upon by the Employee and Supervisor, a flexible work schedule is allowable during a workweek, provided that any hours over 10 in a workday or 40 in a workweek is paid at the overtime rate of pay. Once a flex arrangement is approved, it remains in effect for the entire workweek. This

change will allow an Employee to work 7 hours one day and 9 in the next, without requiring the use of accrued leave or payment of overtime. The Employee and supervisor's signature on the official timesheet constitutes approval of a flex time Agreement.

Section 8 - Comp Time

Upon written consent of both an Employee's supervisor and the Employee, and subject to any applicable Federal and State laws, an Employee may receive compensatory time off in lieu of overtime pay up to a maximum of one hundred (100) hours worked per calendar year, resulting in a maximum accrual of one hundred fifty (150) hours per calendar year. An Employee may accumulate, and have credited to his/her account, no more than one hundred fifty (150) hours of unused compensatory time regardless of when such compensatory time was earned. Compensatory time shall accrue at the same rate as the overtime it is replacing. Accrued compensatory time shall be treated, and is subject to, the same procedures as Personal Leave.

Employees may use accrued compensatory time while in probationary status with Supervisor's prior approval.

Employees with less than eight (8) hours of compensatory time accrual will be required to use compensatory time before using annual leave.

Section 9 - Reporting for Work

- A. Employees scheduled for and reporting to work and not put to work, shall be paid four (4) hours at their straight time rate of pay, except if the Employee does not have proper authorization to work or is not ready or in a condition to perform his/her functions.

- B. Employees assigned to drive routes on military bases and unable to access the military base due to a military base closure or other circumstance will be paid a minimum of two (2) hours at their straight rate of pay and will be required to take leave or leave without pay for the remainder of their shift. If the closure occurs two (2) hours or more into their shift, the pay requirement is void.

- C. Should the military base closure exceed one day, the scheduled driver will be offered the ability to move to the top of the Extraboard list for possible daily assignments to other routes. If no alternate route is available, the scheduled driver may be assigned to assist with servicer responsibilities or required to take leave or leave without pay.

Section 10 - Recall

Recalls requiring a return to the workplace:

When a scheduled Employee has completed his/her scheduled shift and has left the workplace and is subsequently recalled to work, the Employee shall receive the appropriate pay for actual hours worked with a minimum guarantee of three (3) hours pay at the applicable rate of pay.

Recalls not requiring a return to the workplace:

Employees that are contacted during non-work hours (via phone, text messaging or other method) for an authorized work related purpose and are not required to return to the workplace will be paid for all time worked, but are guaranteed a minimum of thirty (30) minutes for each call. If further contact occurs within the thirty (30) minute period, no further recall is paid.

Schedule adjustments made for Van Tran drivers based upon ride demand are not eligible for recall pay.

Section 11 - Extension of Shift

The parties agree that, should the Employee complete his/her scheduled shift and be requested to remain at his/her work area, such time shall be considered a continuation of the Employee's shift and be paid for at the proper rate of pay.

Section 12 - Callout on Day Off

When a scheduled Employee (excluding Extraboards) is called to report for work on a scheduled day off, the Employee shall receive pay for actual hours worked with a minimum guarantee of four (4) hours pay at the applicable rate of pay. Pay will be calculated in accordance with the overtime provision as defined in this article.

Attendance of: training sessions, Employer called meetings, safety meetings, employment physicals, drug testing, and completion of accident forms on a day off will be paid in accordance with Section "Overtime".

Section 13 – Standby or On-Call Pay

When a scheduled Employee (excluding Extraboards) are assigned to standby or on call duty by their employing department supervisor (in writing), the Employee shall receive standby or on call pay in an amount equal to two (2) straight-time hours for each twelve (12) hour period of assigned standby or on call. Employees on stand-by are not eligible for the four (4) hours of recall pay as established in this Article, but shall be paid in accordance with Section "Overtime".

Schedule adjustments made for Van Tran drivers based upon ride demand are not eligible for standby or on-call pay.

Section 14 - Acting Pay

Employees scheduled to fill-in for another Employee in a higher job classification for periods of one (1) full business day or more shall receive acting pay. The acting pay shall be based upon the new classification grade, at the same step that the acting Employee is currently placed on. Acting pay is only compensated if the Employee has been formally appointed acting by the supervisor/director. Acting time shall be noted on the timesheet.

Section 15 - Business Travel Time

- A. A bargaining unit member shall be considered in travel status from the time an authorized trip begins until it ends. For purposes of interpretation, travel status will begin and end when the bargaining unit member leaves and returns to his/her immediate work station if travel begins and ends during assigned working hours, or when the bargaining unit member leaves and returns to his/her home if travel begins or ends outside assigned working hours. Travel status is primarily used for calculation of per-diem.

- B. If an Employee is traveling on official Borough Business outside of the Fairbanks North Star Borough, the following will determine compensable time while in travel status:

Same Day Travel: (Travel that is expected to be completed in the same day). All time spent in travel mode is counted as hours worked and is therefore compensable time and counted for purposes of computing overtime pay.

Overnight Travel: (Travel that includes an overnight stay). All time spent in travel mode up to the Employee's regular scheduled hours for the day of travel, regardless of when the travel occurred, is counted as hours worked and is

therefore compensable time. However, only travel time occurring within the Employee's regularly scheduled hours on his/her regularly scheduled workday is considered eligible for overtime pay. Every effort will be made to schedule travel based on economy and efficiency. However, Employees will not be unreasonably prohibited from traveling during regular work hours.

- C. No Employee shall be required to provide on-the-job transportation as a condition of employment. An Employee who is required to drive as part of the performance of his or her job duties must drive a Borough vehicle unless the use of a private vehicle is pre-approved by the Department Director and Risk Management. When an Employee is authorized to use his/her automobile for official Borough business, she/he shall receive sixty-five (65) cents per mile or the federal mileage rate, whichever is higher. No Employee will be required to use his/her own vehicle for Borough business unless he/she is receiving a mileage reimbursement. Home to normal Borough work site or equivalent is not eligible for a mileage reimbursement.

ARTICLE 15. BIDDING OF ROUTES AND SHIFTS

Section 1 - Bidding Process

- A. It is agreed that routes and shifts shall be declared vacant for General Bid three (3) times per year in all divisions. At such times, routes and shifts will be posted (for a minimum of seven (7) calendar days) and scheduled Employees (excluding Extrabords) shall bid for respective routes and shifts if qualified. General Bids shall specify the holiday closures and observations. It is agreed that the bidding of routes and shifts shall be made in order of seniority. Employees are allowed to bid the same route or shift if they so desire, providing they have the seniority.

Employees may bid the Extraboard at the time routes or shifts are declared vacant. Employees who do not exercise their seniority in the bidding process shall be assigned the last remaining route or shift. Those bidding the Extraboard shall remain on the Extraboard until such time as routes or shifts are re-bid in accordance with the bidding procedures as outlined in this Article.

For the purposes of this Agreement, the General Bid times shall be scheduled as follows:

1. A General Bid shall be held during the month of December, for the period of January-April.
 2. A General Bid shall be held during the month of April, for the period of May-August.
 3. A General Bid shall be held during the month of August, for the period of September-December.
 4. For training purposes, an alternate shift for Drivers, not to exceed the training period, may be assigned. For Servicers and Mechanics, the alternate shift shall not exceed their training period of three (3) weeks.
- B. Once the General Bid is completed and Employees have been given their route or shift assignments, such assignments shall remain in effect until the next General Bid, with the recognition of the following:
1. If a bus route changes by one hour or more or a new bus route is implemented between General Bids, all routes shall be declared vacant and open for re-bid. This provision is waived for temporary changes as a result of military base closures.

2. A rebid of all shifts for each position in the maintenance division shall occur upon a position vacancy, and the newly hired Employee shall be provided the last remaining shift.

3. If routes or shifts become available due to factors such as scheduled leaves, illness, failure to report, lack of bid by Regular/Scheduled Employee, Employee turnover, etc., the shifts or routes shall not be reopen for re-bid. The following process shall be used to assign those routes and shifts:

a. **For route or shift openings that are four (4) days or less in length:**

Extraboard Employees shall be used by the Employer to fill route or shift openings that are four or less days in length, or in instances when less than two (2) weeks' notice is given for a route or shift that is over five (5) days in length. The order of assignment of shifts will be based upon the process as defined in Section 3 of this Article, Operation of the Extraboard, with each route or shift being offered on a rotational basis. Once a shift has been assigned to an Extraboard, they are entitled to complete that shift. Recognizing the Employer's requirement to have adequate coverage, Extraboards should ensure that they can be contacted in a reasonable time-period. If the Employer attempts to contact the Extraboard and is unable to make such contact and there is an immediacy (based upon business necessity, generally 24 hours' notice or less) in filling the open shift, the Employer will contact the next person on the list until the assignment has been made. If there is not an Extraboard available to cover the shift(s), the Employer may cover the shift(s) with a scheduled (regular) Employee, using seniority, availability and cost factors to make the assignment(s). Supervisor's overtime shall not be considered as a cost factor when making the assignment. If

scheduling assignments are questioned, the Employer must justify the decision.

In the event of a military base closure, where the route is cancelled, the scheduled driver of that route shall be offered the opportunity to become first on the Extraboard list and offered any shift openings of four (4) days or less, on a day to day basis.

b. **For route or shift openings five (5) days or more in length and encompassing a full work week:**

Should a route or shift become open for five (5) or more days and encompassing a full work week, or a route or shift that was not bid on by a scheduled driver, the route will be first offered to scheduled Employees based on seniority, provided the Employer has two (2) weeks' notice. If the route or shift comes open immediately, it will be assigned in accordance with B(3)a. of this Article, until the offering as described in this section can occur. Bids will be posted for a minimum of three (3) working days. When scheduled Employees bid on and are granted an open route or shift, their temporarily vacated route or shift will be offered to other scheduled Employees, in effect replacing the normal workweek schedule with the open route or shift. This will continue until no scheduled Employee is interested in the open route or shift, or one (1) day prior to the start of the shift or route, at which time it will be offered to the Extraboard by bid on a seniority basis. The successful Extraboard will be dropped from the rotation schedule for the duration of the vacant route or shift provided that the assignment is for more than 20 hours per week. If the route or shift is less than 20 hours per week, the Extraboard will remain in the rotations for route or shift assignments that do not conflict with the initial assignment.

Once the assignment is made, the Employee will work the assigned shift, even if another shift with more hours becomes available.

When the Employee returns from his/her leave, they shall be given the same route or shift they had previous to their leave, until the next General Bid.

- C. Should an Employee not be available at the time of the General Bids or should the Employee be on leave, it is the Employee's responsibility to leave, in writing with the Supervisor, his/her choices for routes or shifts in order of preference. The Supervisor shall then bid for the unavailable Employee based on the Employee's choices and seniority.
- D. If an Employee is assigned a route or shift, he/she must finish that route or shift, and there shall be no requirement on the part of the Employer to re-assign that Employee during the course of the day should other routes or shifts become open after initial assignment.

Section 2 - Use of Transit Servicer

The Transit Servicer may switch out vehicles while they are in route, but shall not be called upon to drive a route when an assigned driver does not show for his/her route.

Section 3 - Operation of the Extraboard

- A. The Employer agrees to maintain Extraboards in both the Transit and Van Tran Divisions. The Employer shall post a list of those Employees on the bulletin board based on division and seniority. Routes and shifts shall be assigned to Extraboard Employees on a rotation basis, except those routes or shifts in the Transit and Van Tran Divisions that are five days or more in length will be assigned in accordance with Section 1, B3(b) of this Article. If two or more routes or shifts become open at

the same time, the most senior Extraboard within their division shall have the first choice of routes or shifts. Once a route or shift has been assigned, the Extraboard will work the assigned shift, even if another shift with more hours becomes available, except for the following circumstances:

If a Van Tran Extraboard has been assigned a route or shift in the Transit Division, and a route or shift within the Van Tran division becomes available and there are no other Extraboards available to assign to the route or shift, the Van Tran Extraboard will be reassigned to the vacant route/shift within their home division, and the vacated route or shift shall be reassigned in accordance with this Article. The Extraboard in this circumstance shall be paid at the Transit wage rate as they were scheduled to work at the higher level.

- B. The Supervisor shall maintain a log of work calls which shall reflect the month, day and time, and the Employee's response to the request of the call.
- C. Extraboard Employees are expected to drive/work when requested by the Employer. Extraboard Employees who refuse to accept routes or shifts for which they are entitled on five (5) occasions (without advance notice and approval by the Supervisor), during a calendar year shall lose all seniority and shall be for all purposes considered a new Employee beginning with the date of their last refusal. Preapproved excused absences shall not be considered a refusal by the Employee. Extraboards must ensure that they can be contacted on short notice in order to be available when needed. The Employer has an expectation that they should be able to contact an Extraboard within two (2) hours, if this expectation is not routinely met, it will be determined to be a refusal.
- D. The Borough may require Extraboards to work in both the Transit and Van Tran Divisions as drivers and in the maintenance division as Transit Servicer. Transit Extraboards may be required to fill in for the Transit Servicers in the Maintenance

Division. Pay shall be based upon the job performed, except in the circumstance as outlined in Section 3A of this article.

If current Van Tran Extraboards Employees are not qualified to operate a transit bus, the Borough will provide training and pay for the associated CDL licensing costs.

Extraboards will establish seniority in the appropriate division based upon the date they are fully qualified and trained to work in the division. If a Van Tran Extraboard is qualified and trained to work as a Transit Extraboard, and no Transit Extraboards are available, they may be placed in the rotation for the Transit Driver and Transit Servicer positions and may be assigned by seniority if no Transit Extraboard is available. This assignment may be pulled if a need in the Van Tran division arises, per Section 3A of this article. The seniority date in a division other than the one the Employee was originally hired into will reflect the first day the Employee begin working in that division. Only Extraboards can hold seniority in more than one division.

- E. In the event that no Extraboards are available to cover a Transit route, and a qualified Van Tran driver is available, they may be asked to drive the unfilled route, as long as it does not interfere with their scheduled route.

ARTICLE 16. EMPLOYER-CALLED MEETINGS

- A. The Employer agrees to periodically schedule meetings with its Employees for the purpose of obtaining Employee input in ways to improve the Transit System and the service it renders to the public. These meetings will provide a forum in which the Employer can establish better communications with its employees and to review with Employees the Employer's policies and procedures which the Employees are expected to follow, i.e., standard operating procedures, orientation policies, scheduling of routes, work rules, etc. These Employer-Employee meetings will also provide the means to discuss safety problems which are a concern to both management and Employees. Additional meetings may be called at management discretion. These meetings are considered equivalent to a regular scheduled work shift and attendance is required.

- B. Compensation for Employer-Employee meetings will be paid in accordance with Article 14. The Employee shall receive compensation for actual hours in attendance at the meeting at the applicable rate of pay. Employees will be required to verify their attendance by signing in on the "Employer-Employee Meetings Sign-In Form".

- C. A minimum of thirty (30) minutes of each safety meeting will be dedicated to division breakout groups.

ARTICLE 17. TRIPSHEETS AND TIMESHEETS

It shall be the responsibility of each Employee to insure that his/her trip sheet and time sheet accurately reflects hours worked and is correct for pay purposes. Other information as reported on the trip sheet must be as accurate as possible. Any

adjustments to an Employee submitted timesheet require notification to the Employee and/or Supervisor. If the change results in a negative pay adjustment, the Steward shall be notified by the originator of the change. Falsification of trip sheets or time sheets will be cause for discipline or termination. Copies of an Employee's time sheet shall be made available for inspection by the Employee or authorized Business Agent or Job Steward, upon request.

ARTICLE 18. MEAL PERIODS

- A. Employees who work shifts of more than six and one-half (6.5) hours of continual driving, shall be scheduled for an uninterrupted, unpaid meal period approximately midway through their shift of at least thirty (30) minutes, not to exceed seventy five (75) minutes. The Borough shall provide a minimum of five (5) days' notice upon implementation of a scheduled meal period. Meal periods for Employees working normal duty hours may be taken as departmental requirements dictate or as scheduled. For Transit Drivers, the meal period shall be specified on the bid sheets.

- B. Van Tran Drivers with a regular (bidded) scheduled shift of less than six and one-half (6.5) hours of continual driving shall have no meal period, unless the Employee requests and the Employer can accommodate. If shifts are extended to address ride demand, lunch periods may be built in as the schedule is established.

- C. Employees in all Divisions except Transit shall be allowed one (1) relief period approximately midway through the first half of the shift and one (1) relief period approximately midway through the second half of the shift of not more than fifteen (15) minutes. The Employer may establish reasonable rules governing

the taking of such relief periods. When working other than the regular shift, relief periods shall be allowed consistent with the above schedule.

- D. Transit Drivers may take a short rest period at the end of each run. The taking of such a rest period is contingent upon a timely completion of the scheduled run by the driver; however, a rest room break will be allowed even if the route is behind schedule.

ARTICLE 19. PERFORMANCE EVALUATIONS

- A. The Union shall have the opportunity to review and provide input to any future changes to the performance evaluation form.
- B. Performance evaluations results may be used as a guide to personnel actions, including, but not limited to, step movement, promotion, transfer, retention after the probationary period, demotion, and termination.
- C. New Employees in the bargaining unit on probationary status shall receive written performance evaluations from their immediate supervisor (not short term acting supervisor) at least midway through and at the completion of the probationary period.

Employees will receive, at a minimum, a performance evaluation from their immediate supervisor (not short term acting supervisor) on an annual basis. The Borough may complete, or an Employee may request, a performance evaluation at any time.

- D. If the Employee is expected to receive a “does not meet expectations”, the

supervisor, prior to March 1st, shall notify the Employee in person and follow up in writing of the deficiency and expectations for improvement, so that the Employee has the opportunity to make corrective action. Performance issues arising after March 1st, that may negatively impact the performance ratings, will be communicated to the Employee immediately.

- E. The evaluation process shall be in accordance with the following procedures:
1. The Supervisor (reviewer) completes a draft of the performance evaluation and forwards to their Director for review and comment and to the Human Resources Director for review, prior to the reviewer meeting with the Employee. Specific examples are required in the performance evaluation for any category rated as “does not meet expectations”.
 2. The supervisor meets with the evaluated Employee to discuss the content of the evaluation, including goals for the coming appraisal period.
 3. The Employee must sign his/her evaluation to acknowledge receipt thereof at the time of delivery. Employees may submit comments pertinent to the subject matter in the evaluation within five (5) calendar days of receipt of the evaluation to their supervisor for incorporation with the evaluation.
 4. No further comments or changes may be made on the form by management after it has been submitted to the Employee for final signature.
 5. If any changes occur in the job description due to automation, or technological advances in equipment, any Employee affected shall be adequately trained to operate or effectuate the automation or advances before being evaluated on these advances in equipment.

6. The original of all evaluations shall be filed in the Employee's official personnel files maintained in the Human Resources Department. This does not preclude the Department from retaining a copy of the evaluation in the departmental files.

7. Upon an Employee's separation from Borough service, that Employee may receive a final performance evaluation as contained on the Exit Interview Form, and the rehire eligibility section shall be completed prior to departure. A copy of this Exit Evaluation, if completed, and Exit Interview Form shall be placed in the Employee's personnel file and a copy shall be provided to the Employee.

Eligibility for step movement is dependent upon satisfactory job performance. Employees will advance to the next higher step on the salary table on July 1st of each year, provided satisfactory performance as noted in a written performance evaluation, due on or before June 1st of each year. If the employee received "does not meet expectations" performance rating in any category, they shall not be eligible for a step increase. Specific examples are required in the performance evaluation if any category denotes "does not meet expectations." If an employee is expected to not meet performance expectations, the supervisor should notify the employee in advance so that the employee can take corrective action. If a supervisor fails to complete the required performance evaluation timely, the employee shall be eligible for step movement if applicable.

ARTICLE 20. CONTINUOUS SERVICE CREDIT

The principle of continuity of service is recognized in accordance with and subject to the provisions of this Agreement. Each Employee shall have continuous service credit

dating from the first date of his or her unbroken service with the Fairbanks North Star Borough Transportation Department.

The continuous service credit and seniority of any Employee will be broken only under the following conditions and when so broken such Employee shall be for all purposes considered a new Employee if and when rehired:

1. Proper discharge.
2. Resignation or retirement.
3. Lay off of eighteen (18) months duration.
4. Failure to return from a leave of absence or leave on the agreed-upon date unless approval has been obtained from the Employer, emergencies or proven good cause excepted.

ARTICLE 21. SENIORITY/PROBATIONARY PERIODS

- A. Seniority shall be established as follows: The Employee having the longest term of continuous service with the Employer in each division shall be number one on the Seniority List, and all other Employees shall be listed according to length of service with the Employer. Such list shall be posted by the Employer. Date of hire will be the criterion used to establish continuous service credit, except for Extraboards who will establish seniority in the appropriate division based upon the date they are fully qualified and trained to work in the division. Active Casual Employees (without a break in service) who are promoted to Extraboard or regular status will use the date they became fully trained and qualified to work in that division as their seniority date. The seniority date will reflect the first day they begin working in that division. A Regular Employee (excluding Extraboards)

shall be allowed to maintain seniority in only one division at any time. If an Employee transfers from one division to another, his seniority in the previous division shall not carry over.

B. Probationary Period:

1. The probationary or working test period is an integral part of the examination process. Its purpose is to provide the Employer an opportunity to measure the Employee's abilities against the job requirements, and to provide the Employee an opportunity to measure the job requirements against his/her personal needs, enabling either to reverse the action without prejudice or right to arbitration.

2. Newly hired regular and Extraboard Employees shall serve a three (3) month probationary period. Upon completion of such period, the Employee shall be considered a Regular Employee and shall have seniority from his/her date of hire in the occupational classification in which he or she is working. In the case of an Extraboard crossing over into different divisions, the probationary period will be a cumulative of three (3) months, regardless of which division the hours are worked. There shall be no requirement that the Employer reinstate or rehire Probationary Employees if they are separated during their probationary period. During this probationary period, the Employee may be terminated at any time if the supervisor is dissatisfied with the Employee. Unsatisfactory performance during the probationary period means non-retention without the right to arbitration. A Probationary Employee shall not be terminated for the sole purpose of defeating the accrual of seniority or fringe benefit rights.

C. If an existing Employee who has served the initial probationary period has been officially transferred to a different classification within his/her seniority division,

and has performed satisfactorily for a period of three (3) months, his/her seniority therein shall equal his/her total continuous service credit with the Employer. In the case of promotional appointments, the promoted Employee may be demoted at any time during the probationary period without the right to appeal, provided he/she is returned to his/her former position, even though this may necessitate the layoff of an Employee less senior.

- D. When two (2) or more Employees are hired by the Employer on the same day, seniority shall be determined by the Employee's "registration date" as furnished by the Union to the Employer at time of dispatch. It is further understood that the Employee's standing on the local Union's hiring hall list(s) will be the determining factor (e.g. A List more senior, B List, C List, etc.).

- E. Separate seniority lists shall be maintained for the Employees in each division. The individual Divisions shall be comprised of the following classifications:

TRANSIT DIVISION:

Transit Driver	Grade TR 56
Transportation Supervisor	Grade TR 57

MAINTENANCE DIVISION:

Mechanics Helper	Grade TR 55
Transit Servicer	Grade TR 56
Mechanic (Light or Heavy Duty)	Grade TR 58
Maintenance Supervisor	Grade TR 59

ARTICLE 22. HEALTH BENEFITS

Section 1 - Health Coverage

- A. The Employer agrees to provide: health, dental, audio, and vision coverage for each Regular Employee, Employee's legal spouse, and Employee's eligible dependent children in accordance with the schedule of benefits and other provisions of the Borough Self-Insured Health Benefits Plan, the Coalition Health Center Program or successor plans.

- B. During the annual open enrollment process, Employees have the ability to decline health coverage under the Borough's health plan for themselves or any dependents. The Employee is required to attest that he/she has other health coverage. Changes at other times of the year, outside the open enrollment process are limited to eligible IRS qualifying status change events.

- C. The level of benefits afforded by this plan has been fully negotiated between the parties. (INCLUDING THE FOLLOWING HEALTH PLAN CHANGES)
 - 1. Any change required by law (Effective 7/1/18)

 - 2. Prior to the effective date of the Excise Tax (currently set to be sometime in 2020), the parties agree to limit health plan coverage to reduce overall plan costs to avoid the Excise Tax. Necessary plan design changes shall be recommended by the Labor Management Committee on Employee Benefits.

 - 3. Annual deductibles increase from \$240 to \$250, and family from \$600 to \$650 (Effective 1/1/19)

4. Individual Out of Pocket (OOP) remains at \$1,200, adding Maximum at \$4,000 per family (Effective 1/1/19)
5. Limit Physical Therapy to 24 visits per year. When max is reached, determine medically necessity for more visits (Effective 1/1/19)
6. Limit Chiropractic to 24 visits per year. When max is reached, determine medically necessity for more visits (Effective 1/1/19)
7. Limit Acupuncture to 12 visits per year. When max is reached, determine medically necessity for more visits (Effective 1/1/19)
8. Change Rx Structure (Effective 1/1/19)

Generic Brands remain at 0 Copay

Preferred Brands remain at 30% Copay

Non-Preferred Brands from 30% Copay to 50% Copay

Specialty from 30% Copay to 10% Copay, with scripts capped at \$150
9. Rx Advance Control Formulary. (Effective 1/1/19)
10. RX out of pocket remains at \$800 per person \$3,000 per family (Effective 1/1/19)
11. Remove "In Anchorage" from PPO Steerage language (Same 50% Copay if using a non PPO hospital). (Effective 1/1/19)
12. Add Emergency Room penalty for non-emergencies at \$500. Only applicable between the hours of 8AM-8PM (when urgent care is open) (Effective 1/1/19)
13. Extended Care or Skilled Nursing limited to 90 days and paid at regular coinsurance (80% or 100%). (Effective 1/1/19)
14. Waive \$50 deductible for preventive dental services. (Effective 1/1/19)

No further changes in the level of benefits afforded under the Health Plan may be made except by mutual consent, or as required in Section 2E.

The Labor Management Committee on Employee Benefits and the negotiating team will be afforded a minimum of thirty (30) days to review any updates to the health plan booklet prior to printing.

It is recognized that for health plan cost effectiveness the Borough must have only one health plan for its entire workforce. Therefore a reopener of this article to evaluate other bargaining unit considerations is included as part of this Agreement.

- D. Coverage shall commence on the first day of the month after the Employee has been employed in a benefit eligible position for thirty (30) days. Coverage may be subject to pre-existing condition limitations as allowable by law. Coverage ceases the last day of the month in which employment termination occurs. If an Employee is laid off and returns to benefit eligible service within thirty (30) days, the Employee will not suffer any loss of healthcare benefits.

- E. Each Employee covered under the health plan shall pay Employee contributions for such coverage in the biweekly amount of:

FY19 Employee Only \$105.00 Employee + Family \$135.00 (Effective 7/1/18)

FY20 Employee Only \$115.00 Employee + Family \$145.00 (Effective 7/1/19)

FY21 Employee Only \$125.00 Employee + Family \$155.00 (Effective 7/1/20)

Employees selecting the Dental/Vision/Audio benefit shall pay an additional biweekly contribution of \$10.00 per pay period.

These deductions shall be on a pre-tax basis, unless otherwise requested. These funds will be used to offset the budgeted amount for health care in the fiscal year they are deducted.

- F. Spousal Health Coverage Opt-Out/Reduced Benefit Plan Election – An additional charge will be applied to Employees whose spouse declined available health coverage by their own employer or who took a reduced benefit plan (such as the 20% plan offered by the State of Alaska) therefore shifting primary cost coverage to the Borough’s plan. The biweekly surcharge for the spousal opt is \$200.00 per pay period. is:

Employees will be required annually to affirmatively disclose via a questionnaire if their spouse has health coverage or if the spouse declined health coverage.

Employees are required to notify the Employer should a spouse’s coverage change occur within thirty (30) days of said change. There are financial penalties for incorrect disclosure, as addressed in the health plan document.

Section 2 - Labor Management Committee on Employee Benefits (LMCEB)

- A. The parties agree that there exists a good faith obligation on the part of both the Employer and the Union to work together during the term of the collective bargaining Agreement to reduce health care costs.
- B. In order to meet this obligation and duty to bargain, the Parties agree that the Labor Management Committee on Employee Benefits shall continue to meet and consult on a regular basis.
- C. The Labor-Management Committee on Employee Benefits shall be composed of eight (8) representatives, two (2) appointed by FNSBEA, one (1) appointed by Local 942, one (1) appointed by ASEA and four (4) appointed by the Borough

Mayor. The Labor-Management Committee on Employee Benefits shall select a chairperson from its membership. A quorum for the meetings shall require no fewer than five (5) committee members.

- D. The Labor-Management Committee on Employee Benefits shall be empowered to recommend health care benefit changes during bargaining and throughout the term of the collective bargaining Agreement including, but not limited to issues regarding: eligibility, plan design and benefit schedules, deductibles, co-payment provisions, preferred provider programs, utilization review, and other options designed to contain costs and enhance benefit options.
- E. In the event the per Employee per month health care cost projection increases, as estimated by the health consultant, by 5% (after accounting for the Employee deductions as specified in Section 1.E. of this article) or more from the previous fiscal year, or the balance of the HCCRF (Health Care Contingency Reserve Fund) declines below 50% of the current target amount as defined in Section 4.C of this article, then the parties will meet and confer to assess what, if any, action(s) might be appropriate to ensure containment of health care costs.
- F. It is the intent of this Agreement that all parties are dedicated to work collectively in order to contain the costs of health benefits and to consider and pursue reasonable health care program changes if the events described in Section 2E above occur. The parties agree that it is the responsibility of both parties to mutually work together to solve the problems arising from these events.
- G. In the interest of promoting harmonious working relationships between the Parties, one cent (\$.01) per hour per Regular Employee shall be set aside in a fund to be used for education and other such activities that will further communication, cooperation, and teamwork between management and labor, and to provide training to the Labor Management Committee on Employee Benefits.

Section 3 - Health Wellness Program

Wellness efforts shall be funded as part of the health plan costs at an annual rate not to exceed \$50,000. The Labor Management Committee on Employee Benefits shall oversee wellness focused activities.

Section 4 - Health Care Contingency Fund

- A. The parties have mutually established a fund to be known as the Health Care Contingency Reserve Fund (HCCRF). The purpose of the fund is to smooth out health care costs over time. Health care costs are composed of claims paid, the cost of administering the health care plan by the third party administrator or its successor(s), aggregate and specific stop-loss premiums, utilization review fees, case management costs, disease management, independent medical examinations, health program audit rewards, Coalition Health Center Program costs, COBRA premium receipts net of costs for COBRA participants, refunds, Employee contributions, consultant fees, the consultant's estimate of the reserve for IBNR (incurred but not reported) claims, life insurance premiums, wellness activities, and any added costs resulting from changes in the administration of the health and life insurance program agreed to by the parties during the term of the collective bargaining Agreement. All reserve funds (including co-mingled Employee and employer funds) shall be held solely for the funding of future health care costs as specifically outlined herein.
- B. The Health Care Contingency Reserve Fund shall continue in existence on an indefinite basis. Expenses directly associated with the administration of the Health Care Contingency Reserve Fund shall be borne by the Employer.
- C. The HCCRF shall be maintained with sufficient balance to offset unexpected spikes in health care costs in any given year without depleting the fund. The

target level for the HCCRF in any fiscal year shall be one third (33 1/3 percent) of health care costs budgeted for that fiscal year.

- D. Funding Uses and Sources: The HCCRF shall be used to offset health care costs that exceed the budgeted costs in any fiscal year. Budgeted costs are those costs budgeted each year and are the Employer's best estimate of expected costs based on good faith projections compiled by the Employer's independent consultant. Budgeting shall be based upon a five (5) year rolling average of covered Employees.

The HCCRF fund shall also be used to offset increased budgeted costs of \$85 per Employee per month for each year of the contract, provided that the balance of the HCCRF is at least 75% of the established target for the prior fiscal year.

- E. The HCCRF shall be funded by a combination of Employer and Employee contributions. Employees electing health coverage or Dental/Vision/Audio will contribute ten dollars (\$10.00) per pay period to the Reserve Fund (26 pay periods per year). Employer contributions will consist of a match of the total amount of the Employee contribution stated above and any budgetary lapse for that fiscal year, up to the target level. Budget lapse is amount budgeted that is unspent at close of fiscal year. If the fund balance is over the target amount, and the consultant projected an increase in costs from the prior fiscal year, the Employer contribution is waived for that fiscal year.
- F. The Labor Management Committee on Employee Benefits and the Union Representative will be provided with the consultant health care estimates, the target amount, the staff benefit rate calculation, and the year-end accounting for the HCCRF.

- G. The Health Care Contingency Reserve Fund shall be established as a premium only plan to allow Employee contributions to the Reserve Fund to be made on a pre-tax basis.

Section 5 - Life Insurance

The Employer agrees to pay the total cost of Life Insurance for each regular Employee in an amount equal to the lesser of their base annual earnings (exclusive of bonuses, overtime and other premium/exception pay) or \$250,000. To determine benefits, the amount of insurance is rounded to the next higher \$1,000 multiple, unless the amount equals a multiple of \$1,000.

Section 6 - Flexible Spending Accounts

Pursuant to and in accordance with applicable Federal laws and regulations, the Employer agrees to maintain voluntary accounts for Employees to contribute money on a pre-tax basis to pay for unreimbursed medical expenses and dependent care at no cost to the Employee. Maximum contributions shall be the maximum allowable by law annually for both dependent care and medical.

Section 7 - Resolution of Disputes

- A. Assertions by the Union that the Employer/Plan Administrator has modified the expressed "benefit schedule" as set forth in the Borough Plan or successor Agreement may be submitted to a third party review through the grievance/arbitration procedure of the Agreement. This section does not apply to ex gratia benefit schedule exceptions rendered by the Employer. However, third party arbitrator authority does not include the power to add to, subtract from, or otherwise modify the expressed provisions of the Borough Plan or successor Agreement.

- B. Covered Employee/dependent claims for Employer paid health benefit coverage is provided on the basis of “medical necessity” within the context of the Borough Plan or successor Agreement. Individual claimant disputes challenging “medical necessity” determinations shall only be resolved by the Employee submitting a petition in accordance with procedures set forth in the Plan document.

ARTICLE 23. WORKERS COMPENSATION

The Employer shall maintain the statutory required levels of Workers’ Compensation coverage. The Employer may elect to self-insure this coverage.

An Employee on workers’ compensation leave that is either ineligible for FMLA or has exhausted their FMLA rights, may elect to use six (6) annual leave hours per pay period to maintain their health benefit eligibility.

ARTICLE 24. RETIREMENT

The Borough shall participate in the State of Alaska Public Employees’ Retirement System.

ARTICLE 25. DEFERRED COMPENSATION

Pursuant to and in accordance with applicable Federal laws and regulations, the Employer agrees to maintain a Deferred Compensation Program(s). Participation in the program is voluntary.

ARTICLE 26. PREPAID PLANS

- A. The Employer agrees to participate and accept the terms and conditions of the Union's Prepaid Legal Trust Agreement as may be amended from time to time. The Employer agrees that the Union trustees named in the trust and their successors in trust are and shall be the Employer's representatives, and it consents to be bound by the actions and determinations of the Trustees. The Employer shall contribute fifteen cents (\$.15) per hour for each compensable hour for the Employee. Contributions shall be submitted on or before the fifteenth (15th) day of the month following the month in which contributions were earned.

- B. The Employer agrees that upon proper authorization from the Employee that the Employer shall deduct two cents (\$.02) per hour from the Employee's pay and remit such amount deducted to the Alaska Laborer's Political and Education Committee on or before the fifteenth (15th) day of the month following the month of accrual.

ARTICLE 27. HOLIDAYS

Section 1 - Recognized Holidays

The Employer recognizes the following holidays:

1. The 1st of January, known as New Year's Day.
2. The third Monday in January, known as Martin Luther King Day.
3. The third Monday in February, known as President's Day.
4. The last Monday in March, known as Seward's Day.
5. The last Monday in May, known as Memorial Day.
6. The Fourth of July, known as Independence Day.
7. The first Monday in September, known as Labor Day.
8. The 18th of October, known as Alaska Day.
9. The 11th of November, known as Veteran's Day.
10. The fourth Thursday and Friday in November, known as Thanksgiving Days.
11. The 24th of December, known as Christmas Eve.
12. The 25th of December, known as Christmas Day.

Section 2 - Observance of Holidays

If any one of the recognized holidays falls on a Sunday, the following Monday shall be observed as the Borough holiday. If any of the recognized holidays falls on a Saturday,

the preceding Friday shall be observed as the Borough holiday, and should the Borough close operations on the recognized holiday (Saturday or Sunday), then the Employee shall be allowed to take accrued leave, accrued compensatory time, or leave without pay for the closure.

Employees regularly scheduled to work on the recognized holiday:

Employees regularly scheduled to work on the recognized holiday will observe the holiday on that date, if operations are closed. If required to work, compensation shall be at the overtime rate.

Employees not scheduled to work on the recognized holiday:

Employees not scheduled to work on the recognized or observed holiday shall not be scheduled another day off, but shall receive pay in accordance with the holiday calculation provisions of this Article.

Section 3 - Calculation of Holiday Pay

- A. Regular Employees who observe the holiday shall be paid in accordance with Section 3C. They shall receive this pay/benefit provided they are in a full paid status which authorizes holiday pay the day preceding and the day following the recognized holiday.
- B. Employees who are required to work on a recognized holiday shall be paid at one and one half (1 ½) times their hourly rate of pay for all hours actually worked, in addition to authorized holiday pay.

1. If a holiday falls during a regular Employee's leave, the Employee shall receive the holiday payment for the holiday and shall not be charged leave for the absence.
 2. If an Extraboard has worked a route or shift of more than five days and a holiday occurs during the assignment, the Extraboard Employee is eligible to receive holiday pay.
- C. For purposes of computing holiday pay, the average number of hours worked each week during the last 28 days, working backwards from the Sunday prior to the week in which the holiday occurs, shall be deemed to be the "regularly scheduled work week." Employees who observe the holiday shall receive their current hourly wage rate for one-fifth (1/5) of the total number of hours in their regularly scheduled work week. They shall receive this pay/benefit provided they are in work or leave status which authorizes holiday pay the day before and the day after the recognized holiday.
- D. Probationary employees are eligible to use leave accrued within the pay period the holiday falls to qualify for holiday pay, if applicable.
- E. The maximum holiday pay/benefit is eight (8) hours. Employees working a four day, ten hour workweek or other modified schedule exceeding eight (8) hours in a day, will be required to take leave or LWOP at their option for the additional hours, or make up the time in the same workweek on their scheduled day off, with supervisor's advance approval. If an Employee elects to take LWOP for temporary program closures, inclement weather events, or to cover holiday hours they will be considered in pay status and therefore eligible for the holiday.

ARTICLE 28. LEAVE

Section 1 - Computation of Amount of Leave Due

Regular and Extraboard Employees shall be entitled to paid leave as follows:

1. Employees with less than three (3) years of continuous service shall be granted two (2) working days per month leave with pay at the following rate per hour per pay period (.09231).
2. Employees with three (3) years but less than five (5) years continuous service shall be granted two and one-quarter (2 ¼) working days per month leave with pay at the following rate per hour per pay period (.10385).
3. Employees with five (5) years but less than seven (7) years of continuous service shall be granted two and three quarter (2 ¾) working days per month leave with pay at the following rate per hour per pay period (.12692).
4. Employees with more than seven (7) years of continuous service shall be granted three (3) working days per month leave with pay at the following rate per hour per pay period (.13846).
5. All Employees shall accrue leave based upon the above schedule on a pro-rated basis, based upon actual hours worked.

Leave may be used for any purpose.

Should legislation pass (state or federal) requiring a sick leave program, the current leave program as expressed in this contract will be reduced to cover the newly required amount.

Section 2 - Payment for Leave

Leave shall be paid at the straight time rate of pay at the time in which it is used. Leave cannot be used in the pay period in which it is accrued unless authorized by the Chief of Staff.

Section 3 - Eligibility for Leave

Leave shall accrue from the Employee's date of hire. Employees shall be eligible for leave usage after ninety (90) days of employment. Employees shall accrue leave while on leave. Leave can be accrued from year to year with a maximum accrual limit of five hundred twenty (520) hours.

Leave in excess of five hundred twenty (520) at the end of the calendar year shall be cashed out and paid to the Employee during the month of January.

Leave may be used by the Employee for any purpose subject to the following:

1. Annual leave shall be taken at a time mutually agreeable with management and the Employee; however, leave shall not be unreasonably denied the Employee. Insufficient leave on the books at the time of the request is grounds for denial of the leave.
 - a. In cases where an Employee does not have enough leave on the books at the time of the request, but will accrue enough leave to cover the request between the time of the request and the proposed leave usage, the supervisor shall conditionally grant the request and will evaluate the leave

situation eight (8) weeks prior to the proposed leave usage to determine if sufficient leave may be available. If not, then the conditional approval will be withdrawn and the leave will be denied.

- b. Approval or denial of a submitted leave request will be made within seven (7) working days. If no response is made by the Supervisor within the seven (7) working day period, the Employee will notify the Supervisor and the Supervisor's Supervisor for immediate response. Any denied leave request shall be held until the requested date. In the event the date becomes available, and the Employee has sufficient leave balance to cover the absence, the Employee will have first right of refusal, based upon submission date.
2. Employees shall schedule leave on a first come, first serve basis. If any conflicts arise between Employees in scheduling leave submitted on the same day, seniority shall then apply.
3. Once annual leave has been requested and approved, it can be rescinded by the Employee, if approved by the Transportation Director, provided adequate notice as outlined below occurs:
 - a. Annual leave for four days or less, a minimum of one week must be given.
 - b. Annual leave five days or greater, a minimum of two weeks must be given.
4. Employees with less than eight (8) hours of accrued compensatory time will be required to use compensatory time prior to using annual leave.

Section 4 - Leave of Absence

An Employee may be granted a leave of absence without pay for a period not to exceed twelve (12) months, provided such leave can be scheduled without adversely affecting the operations of the Transportation Department. Request for leaves of absence without pay shall be directed to the Transportation Director and shall contain justification for approval. Such approval shall not be unreasonably withheld. A leave of absence without pay shall be considered justifiable for the following reasons:

1. Education Leave.
2. Extended Compassionate Leave.
3. Emergency Leave.
4. Parental Leave.
5. Special Leave of Absence for Taft-Hartley Plan Vesting.
6. Other extenuating circumstances if approved by the Chief of Staff, on the recommendation of the Transportation Director.

Employees must use available leave prior to using leave without pay, except during operational closures and as otherwise allowed by this article. Extraboard Employees have authorization to utilize leave without pay to maintain a minimum of 15 hours per week, even if the LWOP exceeds 80 hours in a calendar year. The Employee shall continue to accrue seniority, but shall not receive any other benefits such as leave accrual, holiday pay etc., while in leave without pay status, or while on an approved leave of absence.

Section 5 - Leave Cash-in

Upon written request, and limited to three (3) times per calendar year, an Employee may request a leave cash-in of the cash value of their accrued personal leave, , provided a minimum of hours equal to three (3) weeks (pro-rated to FTE) is maintained in the Employee's accrued personal leave balance. Cash-ins due to the 520 balance rule do not count towards the three per year limit. Exceptions due to unusual or unforeseen circumstances may be made by the Chief of Staff who may authorize a cash-in of the total accrued leave, waive the maximum number of hours available for cash-in, and/or increase the number of leave cash-ins permitted.

Section 6 - Leave Donation

FNSB employees may donate Personal Leave to other FNSB employees for catastrophic events, unforeseen emergencies/circumstances or illnesses. Donating Personal Leave for payment of services or purchases or in lieu of cash transactions is expressly prohibited. The Chief of Staff shall have the authority to review and approve leave donations for any exception requests.

Section 7 - Funeral/Bereavement Leave

In the case of a recent death (within last 12 months) in the Employee's immediate family, the Employee shall be allowed time off work without loss of pay, not to exceed three (3) days (not required to be consecutive), for the purpose of attending the funeral or memorial service, making necessary arrangements, family support or other similar reasons

For the purposes of Funeral/Bereavement leave, immediate family shall be defined as: spouse, domestic partner, son (biological, step or adopted), daughter (biological, step or adopted), mother, father, sister, brother, grandmother, grandfather, grandchild, mother-

in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law. Such Funeral/Bereavement Leave shall be charged as Funeral/Bereavement Leave and shall not be charged against any of the Employee's leave accounts.

Section 8 - Voting Leave

When an Employee's work schedule is such that they would be unable to vote prior to or after their normally scheduled working hours due to legally mandated polling hours, they shall be granted a reasonable time off duty to vote without loss of pay or accrued leave. This leave is considered Administrative Leave and shall not be deducted from an Employee's personal leave account.

Section 9 - Court Duty

- A. Employees required to serve on jury duty or subpoenaed as a witness for the Employer will suffer no loss in regular earnings or benefits. All hours served on jury duty will be counted as hours worked, provided it occurs on an Employee's regularly scheduled workday. Employees on jury duty will be paid for any lost hours due to inability to report for work because of jury duty. Any dispute concerning leave eligibility will be determined by the Human Resource Director.
- B. Fees paid to an Employee for court duty or other related fees, except mileage and per diem, received by the Employee in connection with an absence granted under this section will be promptly returned to the Borough's Finance Department. .
- C. For all purposes, Employees working other than the day shift shall be considered to be regular day shift Employees while serving on jury or witness duty.

Section 10 - Family Medical Leave

An Employee is entitled to Family & Medical Leave in accordance with State and Federal law. Employees must use all available leave prior to using LWOP, except that Employees may elect to retain up to twenty (20) days of annual leave in their leave account to use upon their return. Employees in FMLA status that have elected to use LWOP are not eligible for holiday pay and do not accrue personal leave while in leave without pay status. An Employee on leave, in FMLA status, shall suffer no loss of time in Borough service nor health benefits.

Section 11 - Military Training Leave

Employees, who are members of the National Guard or organized military reserves of the United States, shall not suffer a loss in pay or other Employee fringe benefits due to annual training requirements or military call-up, up to eighty four (84) hours of pay in a calendar year. The Employee shall give as much advance notice or verbal notice to the Employer as possible and is required to provide bona fide military travel orders unless precluded by military necessity or, if the giving of such notice is otherwise impossible or unreasonable. Employees must return to their Borough position within the time frames as established by the Uniform Service Employment and Reemployment Rights Act (USERRA) and are required to remit to the Borough, within 30 days of return, the Leave Earnings Statement that must show all base salary (including any applicable COLA) received as compensation for such duty in order to be eligible for pay and benefit continuation under this section. The net effect is the Borough will compensate the Employee for the difference between the Employee's military pay received and the Employee's Borough wages. Failure to comply will result in cessation of pay during the absence.

The Employer may change an Employee's weekend schedule to accommodate the Employee's "scheduled drill weekend". The Employee shall be given five (5) days' notice if such shift changes occurs.

Employees who are absent from employment by reason of service in the uniformed services shall be entitled to employment benefits and reemployment rights and benefits in accordance with federal law. Employees must return to their Borough position within the time frames as established by the Uniform Service Employment and Reemployment Rights Act (USERRA). Employees ordered to attend additional periods of military training may take annual leave or leave without pay for such training.

Section 12 - Sick Leave Bank

There is a Borough-wide Sick Leave Bank which shall be administered by a Sick Leave Bank Committee. The Committee shall consist of two (2) members selected by the FNSBEA, one (1) member selected by the ASEA, one (1) member selected by the Laborers Local 942 and one (1) member selected by the Employer. Details of the Sick Leave Bank and its operation are available from the Human Resources Director or the Laborers Local 942 Office.

ARTICLE 29. SALARY PROGRESSION

The Van Tran and Transit Salary Schedules are incorporated by reference.

The Van Tran and Transit Salary Schedules consist of 20 steps (A-T). Steps B, C, and D are 3% steps, and steps E-T are 1.5% steps.

Newly hired Nonexempt Employees will be placed at Step A of the appropriate salary schedule.

Employees will advance to the next higher step on the salary schedule on July 1st of each year (except the first year of the Agreement, if not completed and signed by July 1st, the step increase will be applied the first day of the next pay period after signing – no retroactive adjustments will be processed), provided satisfactory job performance as noted in a written performance evaluation (due on or before June 1st of each year). If the Employee received “does not meet expectations” performance rating in any category, they shall not be eligible for a step increase. Specific examples are required in the performance evaluation if any category denoted as “does not meet expectations”. Specific notification requirements concerning Employee notice of performance deficiencies are outlined in Article 19. If a Supervisor fails to complete the required performance evaluation timely, the Employee shall be eligible for step movement. An Employee maintains their longevity throughout their career regardless of change in position or missed step advancement. Employees reaching the last step in their appropriate grade will not be eligible for additional step movement.

- A. For the Contract Year beginning July 1, 2018, Employees will receive a cost of living increase, added to the base salary table based on the U.S. Department of Labor CPI - U for Anchorage for calendar (Jan-Dec Annual Average) for calendar year 2017.

- B. For the Contract Year beginning July 1, 2019, Employees will receive a cost of living increase, added to the base salary table based on the U.S. Department of Labor CPI - U for Anchorage for calendar (Jan-Dec Annual Average) for calendar year 2018.

- C. For the Contract Year beginning July 1, 2020, Employees will receive a cost of living increase, added to the base salary table based on the U.S. Department of Labor CPI - U for Anchorage for calendar (Jan-Dec Annual Average) for calendar year 2019.

If the U.S. Department of Labor CPI-U for Anchorage (annual average) is a negative amount, it will not be applied to the base salary tables.

ARTICLE 30. WORK RULES FOR EMPLOYEES

The Union agrees that the Employer may establish fair and reasonable work rules for Employees.

A driver's handbook shall be maintained separately for both Transit (MACS) and Van Tran. A driver's handbook shall be provided to the Employee prior to the Employee assuming driving responsibilities. The driver's handbook shall be reviewed periodically to make changes as necessary to reflect revised work rules, policy or procedures and changes in service.

It is agreed that within fifteen (15) days prior to the implementation of any new work rules, the parties shall meet and confer on work rules to be established for Employees. Such notice shall be issued through memos posted on the bulletin/white board, distributed electronically in writing, or updated through the driver's handbook.

ARTICLE 31. DISCIPLINE

- A. Employees violating work rules, policies, or procedures, are subject to disciplinary action.

- B. Work rules and accompanying penalties sometimes are not all-inclusive; management has the right to administer discipline in cases involving the violation of normal rules of the workplace. Such discipline shall be progressively administered in an appropriate manner. Disciplinary action will be administered on a case-by-case basis in a consistent and fair manner. The discipline imposed will depend upon intent and mitigating circumstances, including the Employee's past record, length of service, existence of past discipline, and the potential detriment to the Employer resulting from the action. Any disagreement on discipline imposed shall be resolved in accordance with Article 33.

- C. No formal disciplinary action shall be taken against an Employee as a result of a complaint by a member of the general public unless the complainant files his or her name and address, and/or telephone number with the Transportation Director or Manager. In any case where video surveillance is used to investigate a complaint received, any minor infraction observed outside of the original complaint shall not result in escalated discipline relating to the complaint.

- D. An Employee has a right to request Union representation during an investigative interview if the Employee has reasonable belief that discipline or other adverse consequences may result from what he/she says in the interview. In such an instance, the supervisor has the following options: 1) stop questioning the Employee until the Union representative arrives; or 2) call off the interview and reschedule; or 3) continue the interview if the Employee voluntarily gives up his/her rights to a Union representative. In all cases the Employee shall be informed of the subject of the interview prior to commencement of the meeting.

E. Oral Counseling

Prior to any disciplinary action for minor infractions of the work rules, and after a preliminary investigation, if the supervisor determines that an alleged offense may warrant oral counseling, the supervisor shall first schedule a meeting with the Employee to discuss the inappropriate behavior or performance problem and attempt to resolve the issue informally. The Employee shall be informed that he/she has the right to have a Union representative present at the meeting. At this meeting the Employee and supervisor shall attempt to agree to a plan or objective to improve the worker's conduct or performance which shall, when appropriate, include a plan for additional training. If the parties reach an Agreement a copy shall be given to the Employee but no record shall be placed in the Employee's official personnel file. If the problem is corrected within the specified time and there are no disciplinary actions within one (1) year, the plan shall be expunged from the supervisor's anecdotal records and shall not be used as the basis of any future discipline or other employment decisions. If the parties are unable to reach Agreement or the problem persists despite an Agreement, the supervisor may administer further disciplinary action.

F. Written Reprimand, Suspension or Dismissal Procedures

1. After a preliminary investigation and when a supervisor determines that an alleged offense may warrant discipline more severe than oral counseling, a notification of intent (NOI) to investigate and impose disciplinary action form is completed and given to the Employee at least three (3) business days prior to the meeting. A copy of the NOI shall be provided to the Human Resources Office and Union.
2. The Employee receives the NOI and is informed that he/she has the right to have a Union representative present.

3. The meeting between the Employee, Union representative (if applicable), and management occurs where questions may be asked of the Employee and clarification questions may be asked by the Employee or Union.
 4. After the meeting, the Union shall be given up to three (3) business days to conduct an investigation if they desire.
 5. Another meeting, at the discretion of Union, may be set up after the three (3) business day period to give the Employee an opportunity to respond to the allegations.
 6. Within ten (10) business days of the meeting set forth in number 5 above, or the 3 day expiration in #4, and if it is determined by management that a written reprimand, suspension, or discharge is warranted, the Employee shall receive in writing the actual appropriate disciplinary action outlining the infraction and subsequent sanctions, with a copy provided to the Union.
- G. If an Employee disagrees with the imposition of a disciplinary action by their supervisor, he/she has the right to a hearing before the Disciplinary Review Board. The Union will be notified in advance of the hearing.
- H. The Union will be furnished one (1) copy of any disciplinary action taken against any Employee. Verbal and written reprimands or warnings will be withdrawn from the Employee's personnel file after one (1) year from the date of issuance, providing the Employee has not been subject to further discipline in the intervening year.

ARTICLE 32. EMPLOYEE TERMINATION

The Employer agrees that with the exception of termination for just cause, Employees shall be given four (4) weeks' notice or four (4) weeks' pay prior to termination. Each Employee shall give the Employer ten (10) working days' notice prior to severing employment, unless mutually agreed to beforehand between the Employer and the Employee. Failure to give such notice will affect rehire eligibility. Should an Employee be terminated due to disciplinary action, the Employee may appeal the Employer's decision only through the Union's grievance procedures as set forth in Article 33 of this Agreement.

Employees who resign or are terminated will be paid in accordance with State and Federal law.

The cash value of all accrued unused personal leave and comp time shall be paid to the Employee at separation of employment.

ARTICLE 33. GRIEVANCE PROCEDURE

- A. A grievance shall be defined as any controversy or dispute arising out of this Agreement between the Employer and the Union, or Employees so represented. The grievance procedure outlined herein shall be the sole means of settling said differences, disputes, or controversy.

- B. A grievance which involved the meaning or application or the express terms of this Agreement may be submitted by the Union at Step 3.

- C. A grievance involving dismissal, demotion, or suspension will be subject to the grievance procedures of this Agreement and if filed, shall be entered at Step 3.

STEP 1. The Job Steward, Business Agent or the Employee, within fifteen (15) working days of the alleged grievance or when it should have been reasonably known, shall present the grievance to their supervisor orally. The supervisor, with concurrence from the Director, shall secure the prompt resolution of the grievance and within five (5) working days orally present his decision to the Employee and the Steward.

STEP 2. If the grievance is not settled in Step 1, the Business Agent may within five (5) working days submit the grievance in writing to the Transportation Director, with a copy to the Human Resources Director. The Transportation Director shall, within five (5) working days, submit his decision in writing to the Employee, Job Steward, Union and the Human Resources Director with a copy of the grievance attached to his response.

STEP 3. Grievances involving the meaning or application or the express terms of this Agreement not settled in Step 2, or dismissal grievances, may be submitted in writing to the Human Resource Director within five (5) working days. Upon receipt of the written grievance, the Human Resource Director and the Business Agent shall, within five (5) working days, schedule a meeting to resolve the grievance. The Human Resource Director shall respond to the Business Agent within ten (10) working days after said meeting.

STEP 4. If the grievance is not settled in Step 3, the Business Agent may submit the grievance to formal arbitration. The Business Agent has fifteen (15) working days from the date of delivery of the Step 3 Employer response, to submit the grievance to arbitration.

- a. Any issue, which meets the definition of a grievance as set forth above may be submitted to arbitration. The Arbitrator shall have the jurisdiction and authority only to interpret, apply, or determine compliance with the specified language of this Agreement applicable to the issue in dispute, when such grievance concerns or involves the meaning or application or the express terms of this Agreement. The Arbitrator's function is to interpret the Agreement and is limited to considering the issue(s) set forth in the written Step 3 grievance and responses.
- b. The Arbitrator shall determine whether a matter is arbitrable. If a determination is made that the matter is arbitrable, the Arbitrator shall then proceed to hear the merits of the dispute.
- c. The Arbitrator shall be empowered to mitigate penalties as equity suggests. It is agreed that the Arbitrator's decision and award shall be final and binding on both parties, and that both parties will abide by and promptly implement such decision and award, except that issues of gross legal errors or awards that violate an explicit, well defined and dominant public policy may be appealed as provided by Alaska Court Rules.
- d. Dismissal grievances must be entered at the Step 3 level. The affected Employee will remain in paid status until the Step 3 grievance process is complete. This paid status may be a regular work schedule, an alternate assignment, or administrative leave, depending upon the circumstance and at the sole discretion of the Borough. The Union agrees to process the Step 3 grievance in a timely manner and to provide the Borough with information and documentation within its possession at the time of the Step 3 meeting, so that the Borough can properly determine whether termination is still the appropriate discipline. Upon completion of the Step 3 grievance process, should the Borough still believe termination action is still the appropriate

discipline, the termination will become effective the date the Step 3 decision is rendered.

- e. Decisions of the Arbitrator shall be enforced in accordance with the provisions of the Uniform Arbitration Act (AS 09.43.300-595). Upon signing the Agreement, the parties shall request the American Arbitration Association or the Federal Mediation and Conciliation Service to provide a listing of fifteen (15) arbitrators. The parties will meet and endeavor to agree upon a panel of nine (9) arbitrators from the list provided to be used for any future arbitration. The process used to select the nine (9) arbitrators will be to alternately strike names from the list; the order of striking shall be determined by the toss of a coin flipped by the 942 Representative and called by the Employer. If an Arbitrator becomes unavailable, the last arbitrator struck shall be added to the panel.

- f. When the dispute has been referred to arbitration, the Union and the Employer shall meet within five (5) working days and select an Arbitrator from the panel of nine by alternately striking names from the list; the order of striking shall be determined by the toss of a coin flipped by the Union and called by the Employer. If an Arbitrator becomes unavailable, the last arbitrator struck shall be used.

- g. The formal arbitration shall be held not later than twenty (20) working days after such selection, depending on availability of the arbitrator or other unforeseen circumstances. The Arbitrator shall render his opinion, decision, and award within thirty (30) days after hearing the dispute. Reasonable expenses of the Arbitrator shall be borne by the losing party, as determined by the arbitrator. Payment is to be rendered within thirty (30) days after receipt of the Arbitrator's decision and billing.

- h. A grievant shall be allowed to attend the arbitration proceeding without loss of pay. If the grievance is a class action, the Union may designate one of the grievants to represent the class at arbitration without loss of pay. Witnesses within this bargaining unit, who are employed by the Employer, may participate in arbitration without loss of pay for time required to testify at the hearing. Stewards, who are not witnesses or representing a class but wish to attend the arbitration will be required to take leave, such leave requests shall not be unreasonably denied.
- i. Time limits as outlined in this Article may be waived or extended by mutual Agreement of the parties. Each party shall bear the expenses incurred in presenting its own case before the Arbitrator.

ARTICLE 34. TRAINING & EDUCATIONAL OPPORTUNITIES

- A. The Employer agrees that a trained work force will provide more efficient service to the public in which it serves. Therefore, the Employer agrees to provide in-service orientation and training for its current Employees to assist them in fulfilling their duty to provide the best service as possible to the public. The Employer acknowledges the benefits of having a highly trained workforce, and subject to available funding, will pursue appropriate and reasonable training. Such orientation and training shall be considered as time worked and paid in accordance with Article 14 for all hours spent in training that are required by the Employer. The Employer retains the exclusive right to determine orientation and training requirements.
- B. The Employer will reimburse the cost of CDL renewals for all Employees whose job description requires a CDL as specified in the job description/position

classification. Existing Employees who have the CDL requirement imposed as a result of changes in regulations, or promotion in accordance with the Employer's policy of providing "career ladder" opportunities will be eligible to have the cost of obtaining a CDL reimbursed.

- C. The Employer agrees to establish a training class for drivers, not to exceed four (4) weeks, for the purpose of training new Employees referred to the Employer by the Union. Upon the successful completion of the training period, trainees shall be provided employment. Seniority shall be determined by using Article 21. Each trainee shall receive \$12.50 per hour for time spent in training. The \$12.50 per hour training compensation pertains only to new Employees. Should the Employer wish that current Employees take a training course within their classifications, those Employees shall receive their base hourly rate of pay for all hours spent in training, and all other terms and conditions of this Agreement shall be applicable.

1. The driver designated as a trainer of new driving staff, or assigned to evaluate new employees on routes, shall be paid an additional driver training premium of \$2.50 per hour for all time spent training new drivers. Transportation Supervisors are not eligible for this training premium.

2. To ensure consistency, the Employer shall provide a "Train the Trainer" class for all designated driver trainers. Serving as a driver trainer is voluntary, until the Employee has agreed to be a driver trainer and has attended the "Train the Trainer" Class.

D. EDUCATIONAL OPPORTUNITIES:

An employee wishing to enroll in any educational opportunity or training under this program should submit tuition and course-related fee reimbursement

requests to his/her Department Director or the Chief of Staff for approval prior to registration. The immediate Supervisor, Department Director or Chief of Staff shall evaluate all written requests for education reimbursement costs, tuition, required texts, course-related fees, and travel related expenses submitted by individual Employees, based upon the following criteria:

1. The course or curriculum outlined in writing by the Employee is directly applicable to the Employee's work with the Borough and will demonstrably enhance the Employee's job performance or promotional opportunities.
2. The Employee is not receiving educational assistance or reimbursement from any other source.
3. Courses which are approved under A above and are only offered locally during regular working hours and are approved by the Department Director or Chief of Staff will be considered as time worked by the Employee.
4. The Employee has made timely written application for approval of the course and tuition reimbursement to his/her Department Director or Chief of Staff.
5. The Employee submits evidence of satisfactory completion of the course, at which time cost reimbursement will be made. Satisfactory completion requires regular attendance and a passing grade of at least a "C".
6. An Employee wishing to enroll in any educational opportunity or training under this article must submit tuition and course-related fees refund requests to his/her Department Director or Chief of Staff for approval prior to registration.

7. Employees who resign prior to completing one year of service after requesting and receiving educational/training reimbursement shall be required to pay back the Borough for such prior reimbursement. Such payback shall be deducted from the Employee's final pay. The reimbursement requirement may be waived by the Chief of Staff.

ARTICLE 35. LAYOFF AND BUMPING RIGHTS

- A. Layoff due to reduction in force shall be made in reverse order of seniority in each division. In rehiring, seniority shall apply. When calling back laid off Employees, the Employer shall recall, through the Union, the Employees in the proper order of seniority recall rights.
- B. "Layoff" means a separation from employment that is implemented because of budgetary "limitations", lack of work, abolishment of position, departmental reorganization, or for similar reasons.
- C. All persons on layoff shall have first choice according to seniority of any vacancy in a position classification from which they were laid off. All persons on layoff shall be placed on a layoff list and remain there for a period of eighteen (18) months. Employees offered a position shall have a maximum of three (3) working days in which to accept or reject such position. If an Employee rejects a position in his/her classification, the Employer is under no obligation for further employment and the Employee shall be removed from the layoff list.
- D. Upon notification of layoff, an Employee shall have two (2) working days to notify the Employer of his intent to exercise bumping rights as set forth below.

- E. An Employee notified of layoff may bump a person out of another position classification within his or her own division if the Employee notified of pending layoff meets the minimum qualifications as described in the job description, and the Employee has more seniority than the person currently occupying the position. Extraboards have limited bumping rights within only their job classification.

- F. Term Employees, Transportation Supervisor, Maintenance Supervisor, or other designated supervisory positions, are not eligible for bumping as outlined in this article.

ARTICLE 36. EXAMINATION OF PERSONNEL RECORDS

An Employee shall have the right to examine his own personnel file. The Business Agent or Job Steward, with the Employee's written consent, shall have the right to examine the Employee's personnel file upon notification to the Employer. A copy of all material placed by the Employer in an Employee's file shall be given to the Employee.

Incidental records, such as evaluation reports, counseling notes, and courtesy cards may be maintained by the Transportation Department and shall not be considered a part of the Employee's official record. It is agreed that such files shall not be maintained as secret personnel files, and the Employee shall have the right to examine and receive a copy of all material concerning the Employee maintained by the Department.

ARTICLE 37. PHYSICAL EXAMINATIONS AND DRUG TESTING

An Employee who is charged with transporting passengers may be required to take and pass an Interstate Commerce Commission (ICC) physical examination. The Employer will schedule and designate the physician of the examination. The Employer agrees to pay the cost of the mandatory physical examinations. The Employer is only obligated to pay the costs of the mandatory ICC physical; the Employee is responsible for any future costs associated with medical issues discovered during the exam, or needed to pass the exam. If the DOT physical regulations change, this section pertaining to positions included in the ICC physical will be reopened for negotiations.

The Employer shall have the right to conduct periodic random tests of all safety sensitive Employees for the use of alcohol and controlled substances, to the extent required by Federal and State laws and regulations. All Employees must comply with the Borough's Drug Free Workplace Policy. Safety Sensitive Employees must also comply with the Substance Abuse and Alcohol Testing Policy.

The Employer shall have the right to conduct background investigations on Van Tran Employees hired in positions that requires a level of trust with children and mentally and physically disabled individuals. Van Tran Employees and Extraboards expected to be assigned driving shifts in Van Tran will be required to be fingerprinted as a condition of employment.

ARTICLE 38. IDENTIFICATION CARDS/DRIVER BADGES

The Employer shall supply each Employee with an Identification Card that contains: the Employee's picture, name, job title, department, signature, and Fairbanks North Star Borough identification.

Driver badges contain the Employee's picture, first name and first letter of their last name, and FNSB identifier and must be worn during their shift.

I. D. cards and driver badges shall be returned prior to the Employee receiving his/her final paycheck.

ARTICLE 39. UNIFORMS

- A. The Employer agrees to furnish and clean coveralls for each Employee working in the Maintenance Division. Maintenance Division Employees, who prefer to wear a uniform, shall be provided with three (3) sets of shirts each fiscal year and will be reimbursed for pants; however, the reimbursement shall not exceed the cost of providing coveralls. Maintenance Division Employees shall be provided a light weight, durable jacket each fiscal year. Requests for reimbursement shall be processed and paid within fifteen (15) working days of receipt, unless the request is incomplete or additional information is needed to process.

- B. The Employer agrees to furnish uniforms to Drivers, Customer Service Representatives, and Transportation Supervisors that shall be worn while on shift. Each fiscal year, these Employees shall be given two complete sets of uniforms (shirts) per season (2 summer/2 winter) and a light weight jacket. In the event of a change, uniforms shall be selected by a committee appointed by labor and management. Footwear, hats, winter outerwear, and other clothing items are not supplied by the Employer, but shall be standardized for uniform consistency. Any additional sets requested by the Employee shall be purchased by the Employee through the Transportation Department. However, should an Employee damage the uniform while on work status, the Employer shall replace

the damaged article at no cost to the Employee. The Employee is responsible for cleaning and maintenance of the uniform.

C. Terminating Employees shall return all Fairbanks North Star Borough uniforms issued within the last 12 months prior to receiving his/her final paycheck. If these uniforms are not returned, the cost shall be deducted from the Employee's final paycheck.

ARTICLE 40. TOOLS

- A. Mechanics shall be required to furnish their own hand tools common to the craft. The Employer will provide any specialized tools or equipment. Employee tools shall be in good repair, and the Employee shall furnish the Employer a complete inventory of tools at the commencement of employment. This inventory shall be provided within two weeks of hire and updated periodically by the Employee, and submitted to the Employer.
- B. If the Employee places his tools in a facility provided by the Employer and they are subsequently lost through theft or destroyed while in such custody (theft being proven by police reports and documents or through fire or other loss), the Employer shall replace such stolen tools based on the last formal inventory furnished to the Employer by the Employee.
- C. Failure to identify an item on the inventory sheet shall be just grounds to deny payment of stolen tools. Such time shall not commence until inventory forms are provided by the Borough.

- D. Mechanics shall be provided a maximum of \$300.00 per fiscal year for reimbursement of purchased tools. An original receipt is required to be submitted and the inventory list must be updated at the time of reimbursement. Requests for reimbursement shall be processed and paid within fifteen (15) working days of receipt, unless the request is incomplete or additional information is needed to process. If an Employee terminates (excluding layoff) within twelve (12) months of receiving a tool reimbursement, they will be required to pay back the Borough for the reimbursement amount. Employees notified of a potential layoff shall not be eligible for a tool allowance reimbursement from the date of notice.

- E. To the extent possible and subject to available funding, the Employer agrees to maintain and update computers as needed so that diagnostic hardware/software properly works.

ARTICLE 41. PARKING

The Employer shall provide Employees adequate parking facilities and electrical connections for engine heaters at existing and new facilities. During cold weather, to avoid exceeding the air quality standards, Employees shall plug-in when the temperature is +20 degrees Fahrenheit or colder.

ARTICLE 42. EQUIPMENT VIOLATIONS/TICKETS

In the event an Employee is ticketed for operating defective Borough equipment at the direction of the Employer, the Employer shall pay all fines and the Employee shall be paid for all related time spent in the services of the Employer.

ARTICLE 43. SAFETY

- A. The Employer shall make reasonable provisions for the safety and health of its Employees during the hours of employment. The Union and the Employer will cooperate to improve the safety record of the Employer. The Employer agrees to adhere to all applicable Federal and State laws and regulations that apply to its operations. Each Employee shall submit equipment condition reports and the Employer agrees to correct any unsafe or defective equipment prior to it being put back in service. The Union shall have the right to review the Employee equipment condition reports when requested.
- B. No Employee shall be required to work in circumstances which place him or her in danger of physical harm or injury, nor shall an Employee be required to operate unsafe equipment; however, the Employee may not make such claim as a pretext for refusing to carry out a work assignment.
- C. For those Employees designated with occupational exposure to Blood Borne Pathogens, the Employer shall furnish appropriate safety equipment and necessary training as required by OSHA.
- D. The Employer shall furnish such safety equipment as is required by law for the safety of Employees. All transit coaches shall be equipped with safety shields

installed behind the driver's seat. Safety devices and first aid equipment as may be needed for safety and proper emergency medical treatment shall be provided and be available to the Employees.

- E. In the case of an assault on a driver, the Borough Attorney's office and the Laborers 942 Attorney's office will work cooperatively to keep the Employee apprised of the legal status of the criminal proceedings, to the best of their ability. Borough Legal cannot represent individual Employees in criminal matters; therefore, an attorney/client relationship cannot legally exist.

ARTICLE 44. UNION LABEL

The Employer and the Union agree that the uniforms, coaches and the shop shall bear the Union label. The Union shall provide the labels at no cost to the Employer. The Employer shall cover the cost of adding labels to uniforms, jackets and coats.

ARTICLE 45. BULLETIN BOARD

The Employer agrees to provide reasonable bulletin board space at the Transportation Department for the purpose of posting local Union information. No political information may be posted on bulletin boards.

ARTICLE 46. SUBCONTRACTING

- A. The Employer agrees that as of the date of this agreement no existing fixed bus routes, Van Tran service, or parts thereof shall be subcontracted to private companies.

- B. The Employer can subcontract to provide van pool or other coordinated transportation services to areas outside the designated urban zone, per the US Census Bureau (Map is Attachment A to this contract).

Van Pool service is typically managed by an external contractor involving volunteer drivers of Contractor and/or Borough owned equipment. Coordinated transportation services are services provided in cooperation with other transportation providers.

- C. It is agreed that maintenance work on all vehicles classified as rolling stock that are borough owned and operated by borough employees, (excluding large iron equipment), which can be properly performed by members of the bargaining unit covered by this agreement will be assigned to and performed by those workers, provided that such work can be performed in a timely manner using existing facilities and equipment.

- D. Borough owned FSA equipment may be taken to other facilities for repairs if the Maintenance Supervisor is unable to ensure completion of the work in a timely manner using existing facilities and equipment.

- E. Warranty work, tire change outs, and scheduled preventative maintenance on borough owned vehicles (excluding buses and Van Tran Vehicles, except items covered under external warranties), and sub-contracted janitorial services are excluded from these provisions.

ARTICLE 47. SUCCESSORSHIP

This Agreement shall be binding upon any and all successors and assigns of the Employer, and no provisions, terms, or obligations herein contained shall be affected by any consolidation or unification of municipal governments.

In the event that the Employer absorbs, merges, or reforms, in whole or in part, through consolidation or unification with any other employer, seniority shall be determined as follows:

The current Laborer's Local 942 members having the longest term of service with their employer shall be number one (1) on the combined seniority list for their occupation. Continuing this process, all other current Laborer's Local 942 members shall be listed on the combined seniority list likewise according to length of service with their employer by classification and/or duties or a position they may be qualified to perform.

ARTICLE 48. AFFECT OF THIS AGREEMENT

Should a conflict arise between the terms and conditions of this Agreement and the Fairbanks North Star Borough's personnel ordinance, the collective bargaining Agreement shall prevail.

ARTICLE 49. PRINTING OF THE AGREEMENT

The Employer shall print and distribute one (1) copy of this Agreement to each Employee in the bargaining unit. The Employer shall maintain the Collective Bargaining Agreement and any Letters of Agreements (LOA's) clarifying or modifying the terms of the contract on its website.

ARTICLE 50. SEPARABILITY AND SAVINGS CLAUSE

If any Article or part of an Article of this Agreement should be decided by a court of competent jurisdiction or mutual Agreement of the Employer and the Union to be in violation of an applicable law, or if adherence to, or enforcement of, an Article or part of an Article should be restrained by a court of law, the remaining Articles of the Agreement shall not be affected.

If a determination or decision is made pursuant to the above section of this Article, that part of this Agreement is in violation of any applicable law, the parties to this Agreement shall convene within ten (10) working days for the purpose of negotiating a satisfactory replacement.

ARTICLE 51. CONCLUSION OF COLLECTIVE BARGAINING

- A. 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. This Agreement supersedes all prior Agreements and concludes all collective bargaining for the duration of this Agreement, except as may be reflected in mutual Letters of Agreements.

- B. The Employer and Union agree to reopen this contract should funding levels decrease, reducing transit services by 25% or more (based on route hours).
- C. The Borough will provide the Union a minimum of 30 days' notice of possible funding reductions requiring contract reopening.

The parties acknowledge that implementation of the monetary terms of this Agreement are subject to Assembly approval and appropriation. Should the Assembly fail to fund the monetary terms of this Collective Bargaining Agreement, the parties agree to reenter negotiations for a period of ten (10) working days.

ARTICLE 52. DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2018, and shall continue in full force and effect until June 30, 2021. The parties will exchange proposals no later than August 1, 2020. Formal negotiations shall commence no later than September 25, 2020, unless otherwise mutually agreed upon by the parties, with the intent that negotiations will be completed by December 1, 2020 for incorporation into the annual budget process.


This Agreement is executed on the 8th of May 2018, by the duly authorized representatives of the parties hereto.

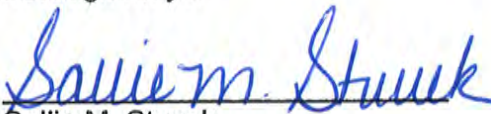
IN WITNESS THEREOF, the parties hereto have set their hands and seals the day and year hereinafter written.

Fairbanks North Star Borough


Alaska State District Council of Laborers,
Local Union 942


Karl Kassel,
Borough Mayor

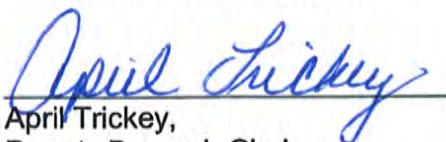

Bryan Imus,
President


Sallie M. Stuvek,
Human Resources Director


Scott Eickholt,
Business Manager


Jim Williams,
Chief of Staff


Diane Thomas,
Personnel/Payroll Manager


April Trickey,
Deputy Borough Clerk