SHAWN

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE KETCHIKAN GATEWAY BOROUGH

AND

THE INLANDBOATMEN'S UNION OF THE PACIFIC

2008-2011

COLLECTIVE BARGAINING AGREEMENT
between the KETCHIKAN GATEWAY BOROUGH
and the INLANDBOATMEN'S UNION OF THE PACIFIC
2008 - 2011

Table of Contents

Item	Description	Page
Article 1	Recognition	3
Article 2	Definitions	4
Article 3	Management Rights	6
Article 4	Hiring, Probation and Termination	7
Article 5	Work Schedule and Overtime	9
Article 6	Compensation	12
Article 7	General Working Conditions	14
Article 8	Holidays	16
Article 9	Paid Time Off (PTO)	17
Article 10	Seniority	21
Article 11	Leaves of Absence	22
Article 12	Jury Duty	23
Article 13	Training	24
Article 14	Medical Benefits	25
Article 15	Retirement Plan	26
Article 16	Labor-Management Cooperation Committee	27
Article 17	No Strike - No Lockout	28
Article 18	Grievance Procedure	29
Article 19	Union Representatives	32
Article 20	Union Security	33
Article 21	General Provisions	34
Article 22	Term of Agreement	36
	Signature Page	37
Appendix A	Rates of Pay	38
Appendix B	Assignment of Wages	40
Appendix C	Grievance Form	41

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE KETCHIKAN GATEWAY BOROUGH
AND THE
INLANDBOATMEN'S UNION OF THE PACIFIC

THIS AGREEMENT is made and entered into by and between the **KETCHIKAN GATEWAY BOROUGH** (hereinafter referred to as the "Borough" or the "Employer") and the **INLAND BOATMEN'S UNION OF THE PACIFIC** (hereinafter referred to as the "Union" or the IBU-P).

ARTICLE 1
RECOGNITION

1.1 **Bargaining unit**. The Employer recognizes the Union as the sole and exclusive representative for, and this Agreement shall only cover, the bargaining unit.

1.1.1 **Inclusions**. Included in the bargaining unit are: all regular full-time employees, regular part-time employees, and regular relief employees in the job classifications set forth in Appendix A to this Agreement, employed on the Employer's ferries owned and operated by the Ketchikan Gateway Borough on the navigable waters of the Borough.

1.1.2 **Exclusions**. Excluded from the unit, and not covered by this Agreement, are: confidential employees, managerial employees, casual employees as defined in Section 2.4, guards, department heads, other supervisors and all other employees.

ARTICLE 2
DEFINITIONS

2.1 **Regular Full-Time Employees**: Employees who have successfully completed their probationary period and are assigned by the Employer to work a normal full schedule of at least seventy-five (75) hours per pay period.

2.2 **Regular Part-Time Employees**: Employees who have successfully completed their probationary period and are assigned by the Employer to work a regular, part-time schedule of at least nineteen (19) hours a week. Such employees shall receive wages, insurance and retirement plan contributions (as appropriate under each plan) on a pro rata basis according to the actual number of hours worked. All other benefits shall be received pro rata also.

2.3 **Regular Relief Employees**: Employees who have successfully completed their probationary period and are not regularly scheduled but whom the Employer has placed on a regular relief roster for intermittent call, as determined necessary by the Employer. These are all employees who have advanced beyond Casual status and are assigned as substitutes. Such employees shall receive wages, insurance and retirement plan contributions (as appropriate under each plan) on a pro-rata basis according to the actual number of hours worked. Such employees will be evaluated as per Borough code but not less than once a year.

2.3.1 **Benefits for regular relief employees.** Regular Relief Employees who work at least two hundred forty seven (247) hours in any one calendar quarter shall receive all benefits and privileges of a Regular Part-Time Employee for that quarter.

2.4 **Casual Employees**. Employees who are hired under short term special requirements, not to exceed a total of one hundred and twenty (120) days, are casual employees, are excluded from the bargaining unit and are not covered by this Agreement. If they are employed over one hundred twenty (120) days, they convert to appropriate regular status at that time.

2.5 **Agreement.** This collective bargaining Agreement.

2.6 **Deckhand.** An employee who works under the supervision of the

ferry's master.

2.7 **Master.** A trained and properly qualified employee who holds a current and appropriate USCG license and who operates a Borough ferry from the pilot house. The master is responsible for all aspects of operation of the ferry and provides direction to ferry deckhands as required for safe and efficient operation.

2.8 **LWOP.** An acronym for leave without pay, as that term is used in Article 11 of this Agreement. This may also be referred to as a "leave of absence without pay."

2.9 **PTO.** An acronym for paid time off, as that term is used and defined in Article 9 of this Agreement.

2.10 **Sick leave.** A type of PTO which may "be used to continue pay when away from work for . . . sickness," as defined in Article 9.1 of this Agreement, or for injury. See also Articles 9.6, 9.7 and 9.8 of this Agreement.

2.11 **Sanitary work.** Work as defined in Article 7.3.4 of this Agreement. Such work consists of, but is not necessarily limited to, the following: cleaning pilot house and pilot house windows, cleaning passageways, cleaning head, cleaning stair wells, hosing down the car deck, dumping refuse buckets, sweeping and mopping floor plates, cleaning up loose oil, and other duties as assigned by the Employer. Duties other than shipboard tasks shall be performed at times when the master determines it is prudent to do so.

2.12 **USCG.** An abbreviation for the United States Coast Guard.

ARTICLE 3
MANAGEMENT RIGHTS

3.1 **Management Rights**. The Union recognizes the right of the Employer to operate and manage the Borough government, including the Airport Ferry Service, encompassing, but not limited to: the right to establish and require standards of performance; to maintain order and efficiency; to direct employees; to determine job assignments and work schedules; to determine the materials and equipment to be used; to implement new and different operational methods and procedures; to determine staffing levels and requirements; to determine the kind, type, and locations of facilities; to introduce new or different services, products, methods, or facilities; to extend, limit, or curtail the whole or any part of the operation; to select, hire, classify, assign, promote, transfer, discipline, demote, or discharge employees for just cause; to lay off and recall employees; to require overtime work of employees; and to promulgate and enforce rules, regulations, and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Employer, shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned. All matters not specifically regulated by the language of this Agreement may be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time-to-time shall determine.

ARTICLE 4
HIRING, PROBATION AND TERMINATION

4.1 **Probation**. All new employees shall be considered employed on a probationary basis and classified as such for a period not to exceed one thousand forty (1,040) work hours. If retained after one thousand forty (1,040) work hours, in the same position, such employees shall thereafter be considered regular employees and entitled to all rights and privileges as specified in this Agreement. Once the probationary period is over, employees will be evaluated as per Borough code but not less than once a year. Sections 30.20.018 and 30.30.016 of the Ketchikan Gateway Borough Code are hereby incorporated herein and made a part of this agreement.

4.1.1 **Hiring**. The parties agree that the Union may be a source of obtaining new "Deckhands." If called upon to do so, the Union agrees to furnish the Employer qualified and satisfactory "Deckhands."

4.2 **Discharge**. No regular employee shall be discharged without cause. The existence of cause for discharge, if disputed, shall be subject to the grievance procedure contained in this Agreement. It is understood that service to the public is paramount, and that courteous and responsible conduct is essential. Aside from other possible causes, an employee shall be discharged for being under any influence of alcohol or drugs, violation of the Employer's substance abuse policy, insubordination, rudeness, excessive absenteeism, theft, property destruction, unsafe conduct or leaving the vessel without permission.

4.2.1 **Substance Abuse Policy**. The Borough may establish and maintain a substance abuse testing policy. Such policy shall be consistent with federal law. A failed test may result in discipline up to and including discharge.

4.3 **Promotion**. Any regular employee who is permanently promoted to "Master" shall be covered by the Agreement between the Employer and the Masters, Mates and Pilots. However, he shall be given a reasonable period, not to exceed sixty-five (65) work days, to become acquainted with the position. If during this trial period the Employer determines that the employee is unsatisfactory, the employee shall be returned to a deckhand position without loss of seniority.

4.4 **Layoff**. If it becomes necessary to lay off (not discharge) any regular full time or regular part-time employee, the Employer shall give the affected employee notice in writing fourteen (14) days in advance, or, in lieu of such notice, appropriate pay at the employee's regular rate of pay for straight-time hours otherwise regularly scheduled for the employee at the time of such layoff for the next fourteen (14) days. Additionally, all employees must give fourteen (14) days' written notice prior to resigning. Regular employees who fail to do so forfeit any accrued vacation or sick leave pay.

4.5 **Work-related physical examination of Employee.** Employee working physicals may be required, at any time, by the Employer, to be performed by a doctor of the Employer's choice and at the expense of the Employer.

ARTICLE 5
WORK SCHEDULE AND OVERTIME

5.1 **Workday**. On the effective date of this Agreement, the normal workday or shift (without any overtime) consists of up to eight (8) hours per day. For hours worked in excess of eight (8) hours in one (1) day, Section 5.6 applies. It is understood that the Employer may reduce or increase the normal workday, as it determines necessary. If so, the overtime requirements of Section 5.6.2 shall be applied, rather than Section 5.6. There is no guaranteed workweek or workday for compensation purposes.

5.2 **Work Schedules**. Regular full work schedules shall require consecutive work days-on and consecutive days-off, as determined by the Employer.

5.3 **Work Schedule Changes**. It is understood and agreed that deviations from the regular work schedules will occur from time-to-time, resulting from several causes, such as, but not limited to, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortages of personnel and emergencies. Such deviations shall not be considered a violation of this Agreement, and the Employer may adjust schedules as necessary.

5.4 **Staffing**. Except for an emergency, the minimum manning requirements for each vessel shall be adhered to in accordance with the Certificate of Inspection under which the vessel is licensed to operate. If a new vessel's staffing level is causing dispute or appears to be interfering with schedules, the parties mutually agree to meet and discuss the issue. A meeting for this purpose may be requested by either party.

5.4.1 **Operation of ferry without IBU-P deckhand**. If a vessel is operated without a properly trained crewmember or IBU-P deckhand, and a reasonable attempt has been made to contact IBU-P Employees, the senior available deckhand pursuant to departmental policy will receive the applicable pay rate for the hours involved with the minimum of two (2) hours.

5.5 **Work Commencement**. The regular workday for all employees covered by this Agreement shall begin when they report to work as directed by the Employer at the designated Borough Ferry Terminal, and shall end when they are released from that location. Employees shall be responsible for their personal transportation costs in reporting to the designated Borough Ferry Terminal. If an employee completes work at another terminal, the Employer will provide transportation to return to the designated Borough Ferry Terminal.

5.6 **Overtime**. An employee shall be entitled to overtime for actual time worked over eight (8) hours in a single workday and for any time worked on a day off. All overtime must be authorized by the Employer and shall be paid at the rate of one and a half (1 ½) times their normal rate. Further, all time shall be recorded and compensated for in thirty (30) minute increments. The Employer shall seek to rotate overtime equitably. Subject to Sections 5.4.1, 5.6.2 and 5.7, there is no minimum guaranteed amount of overtime work and/or pay.

5.6.1 **Requests to limit work to 10 days per pay period.** An employee who wishes not to work more than ten (10) days in a pay period with sixteen (16) days may request LWOP for one (1) or more days by submitting a request to the supervisor at least thirty (30) working days in advance. All such requests shall be made in conformance with Article 11.1 of this Agreement. The supervisor may deny the request if relief is not available or if other factors make the request difficult or impossible to accommodate.

5.6.2 **Overtime Modifications**. If the Employer elects to establish a regular schedule for an employee that calls for a regular work day over eight (8) hours with no overtime to be earned on a daily basis (e.g., regular schedule ten (10) hours), then an employee shall be entitled to overtime pay at the employee's specific overtime rate, for hours worked, as determined by the Employer, over forty (40) hours in the employee's regular work week (seven (7) consecutive days), or eighty (80) hours in a regular two (2) work week period.

5.6.3 **Unscheduled Work**. When a regular full-time employee is required to work in his regular classification during his assigned days off, he shall be paid at the employee's specific overtime rate, for the time worked, with a minimum of two (2) hours work and/or pay. However, when an employee voluntarily agrees to work in another classification during his assigned days off, he shall be paid at the straight time rate for that classification.

5.6.4 **Maximum work in one day.** The Borough shall not assign an employee to work a schedule which would violate USCG regulations. No scheduled or unscheduled work shall exceed twelve (12) straight hours in any period of twenty-four (24) contiguous hours.

5.7 **Recall**. All employees recalled to work after departure (from their normal work period and the designated Borough Ferry Terminal) shall receive a minimum of two (2) hours work and/or pay at the employee's specific overtime rate as identified in Appendix A. However, when work continues without interference after the normally scheduled quitting time or an early start into the normal work period, the minimum work/pay guarantee will not apply.

5.8 **Call In**. Any employee called to work before his regular shift starting time shall be paid at the employee's specific overtime rate as identified in Appendix A for actual hours worked prior to the start of his regular shift.

5.9 **Lunch or Rest Period**. There are no scheduled lunch or rest periods. However, time utilized for meals taken while a vessel is in operation shall not be deducted from the normal work schedule.

5.10 **No Pyramiding**. There shall be no pyramiding or duplication of overtime and/or any premium pay.

5.11 **Medivac.** Any unscheduled work required in response to a Medivac call will be paid at double time (two times the employees' regular rate of pay) for all hours worked. No other call-out hours or minimum work guarantees shall apply.

5.12 **Contact Number.** All employees will have a current phone contact number on file with the Airport Manager for emergency calls.

ARTICLE 6
COMPENSATION

6.1 **Wages**. Employees covered by this Agreement shall be paid in accordance with the guidelines contained herein and the applicable pay rates in Appendix A attached hereto and made a part of this Agreement.

6.2 **Temporary Higher Duties**. Employees temporarily assigned by the Employer to the position of "Master" shall be covered by the Agreement between the Employer and the Masters Mates and Pilots for all wages[1], as appropriate, for the duration of the assignment and this Agreement shall not apply.

6.3 **Temporary Detail/Demotion**. Any employee may be temporarily assigned at the Employer's discretion to a lower classification. The employee shall receive the lower rate of pay for actual hours worked in the lower classification (i.e. maintenance rate) only if such is done on a voluntary basis.

6.4 **Severance Pay**. In the event that the ferry system is replaced by a hardlink during the term of this Agreement, regular employees shall be entitled to severance pay. Severance pay shall be given at the rate of two (2) months pay for regularly scheduled hours at each regular employee's straight time rate at the time of such severance for each year of service as a regular employee under this Agreement, up to a maximum of six (6) months pay.

6.4.1 **Calculation of severance pay.** An average monthly pay for this purpose will be calculated for each employee individually as follows:

a. All hours worked by the employee during the prior twelve (12) months, whether as a deckhand or as a captain, shall by multiplied be the highest hourly pay the employee earned as a deckhand during that time.

b. The total from a. above shall be divided by twelve (12).

c. The result shall be that employee's average monthly pay.

Severance pay shall be determined by multiplying the employee's average monthly pay by two and then by a number equal to the number of years of that employee's service, up to a maximum of three (3) years, for a

---

[1] The words "and benefits" have been removed from this provision as it was signed off by the parties and past errors or breaches of contract arising from this section shall be forgiven by both parties.

total of up to six (6) months of severance pay.

6.5 **Pay Period**. The Employer will pay Employees semi-monthly by the 5th and 20th day of each month. If pay day falls on a holiday or weekend, the preceding business day shall be the payday.

6.6 **Per Diem**. Employees of the Borough on official business out of town shall be allowed actual expenses for transportation and lodging, and receipted meal expenses not to exceed $36 per day. In the performance of official duties, no reimbursement shall be allowed for more than the tourist class fare for the most direct route unless approved in advance by the Borough Manager.

6.7 **Pass Privilege**. There shall be no unpaid use of the ferry by bargaining unit members, other than during-working-hours use by employees who are required to use the ferry for job-related purposes. If, in the future, pass privileges are extended to Borough employees in other bargaining units, those same privileges will simultaneously be extended to all employees in this bargaining unit.

ARTICLE 7
GENERAL WORKING CONDITIONS

7.1 **Safety and Health**. The Employer shall comply with applicable occupational safety and health statutes and regulations. Emergency service such as collision, breakdown, standing to and rendering aid to another vessel or parties in distress shall not be considered overtime. The additional work time shall be paid for only at the straight time rate of pay.

7.2 **Occupational Injury, Loss and damages.**

7.2.1 **Maintenance and Cure**. The Employer recognizes its obligation to provide Maintenance and Cure to the extent required by federal law. Maintenance shall be at the rate provided in Section 6.6, and Cure shall be provided as required and may be coordinated with Alaska worker's compensation law and Section 14.1 of this Agreement. The Employer recognizes the contractual right of the Union to intercede in cases of dispute.

7.2.2 **Hospital Transport**. In the event of injury-on-the-job, transportation to a local hospital from the accident scene will be furnished by the Employer, if needed.

7.2.3 **Personal Items**. Employees will be reimbursed in cash for the loss of personal effects, instruments and equipment resulting from shipwreck, stranding, sinking, burning and collision of the ferry not to exceed five hundred dollars ($500.00) for personnel. Each employee making claim must provide the Employer with an itemized list of personal effects including replacement value. Verification may be required by the employer.

7.3 **Ferry Maintenance**. In the event that the Employer opts to assign any ferry maintenance work to employees, it may do so at its discretion. If the Employer elects to do so, the following conditions apply.

7.3.1 **Preference for bargaining unit members.** Employees under this Agreement who request maintenance work that the Employer considers them qualified for on all ferries owned by the Employer, shall be given preference over non-bargaining unit Employees in the assignment of such work so long as such work does not incur overtime.

7.3.2 **Work while underway.** No employee shall be required to do painting, scraping, chipping or soogying from a ladder while the ferry is underway.

7.3.3 **Over-the-Side Painting**. The Employer shall provide a safety net for all over-the-side painting. Such painting shall take place only when the vessel is at dockside.

7.3.4 **Sanitary Work**. "Sanitary work" shall not be limited. Such work consists of, but is not necessarily limited to, the following: cleaning pilot house and pilot house windows, cleaning passageways, cleaning head, cleaning stair wells, hosing down the car deck, dumping refuse buckets, sweeping and mopping floor plates, cleaning up loose oil, and other duties assigned by the Employer at its discretion. Duties other than shipboard tasks shall be performed at times when the master determines it is prudent to do so. See also Article 2.11 of this Agreement.

7.3.5 **Maintenance Rate**. The straight time hourly rate for maintenance work shall be the Employee's regular rate.

ARTICLE 8
HOLIDAYS

8.1 **Designated Holidays and Holiday Pay**. The following paid holidays shall be recognized under this Agreement and each regular full time employee shall be entitled to receive eight (8) hours pay at the regular straight-time rate for each holiday: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veteran's Day, Thanksgiving, and Christmas Day. In addition to the holidays granted above, each regular full time employee shall receive annually two (2) floating holidays to be taken at a time approved in advance in writing. Any floating holidays not actually taken during the calendar year of receipt shall be forfeited. Regular part-time employees will receive holiday pay on a pro rata basis per Article 2.2.

8.2 **Holiday Work**. Work performed on holidays by employees shall be paid for at the rate of time and one-half (1 ½) for actual hours worked, up to eight (8), in addition to holiday pay received, as appropriate.

8.3 **Vacations and Holidays**. When a holiday falls during an employee's vacation, each regular employee shall be entitled to holiday pay.

8.4 **Holidays and Absence**. Any Employee on leave without pay during a holiday will not be eligible for that holiday pay.

ARTICLE 9
PAID TIME OFF (PTO)

9.1 **Definition.** Paid time off (PTO) benefits are hours credited per pay period to employees based on years of service to be used to continue pay when away from work for vacation, sickness, injury, immediate family illness, and/or doctor and dentist appointments.

Rule 9.1 (A) **Approval of PTO.** Employees shall be notified within (Ten) 10 working days whether their vacations are approved. Management may cancel an approved vacation at any time for operational concerns.

9.2 **Accrual of PTO.** Subject to the provisions and limitations of this Agreement, regular full-time employees shall accrue from the date of hire as probationary employees PTO benefits according to the following schedule:

Years of Continuous Service	PTO Accrued Per Year
1st and 2nd year	22 days per year
3rd, 4th, and 5th years	28 days per year
6th through 10th years	31 days per year
11th year through 15th years	34 days per year
16th year and over	36 days per year

9.2.1 **PTO accrual for part-time employees.** Regular Part-Time Employees will accrue PTO as defined above, on a pro-rata basis determined by the actual hours worked.

9.2.2 **PTO accrual for regular full-time employees.** Regular full-time Employees whose date of hire is before the effective date of this Agreement, shall accrue thirty-seven (37) days of PTO per year for sixteen (16) continuous years of service or greater.

9.3 **No PTO taken during probation.** PTO may not be taken until the completion of an employee's initial probationary period.

9.4 **Computation of PTO pay.** PTO pay shall be the amount which the employee would have earned had the employee worked during the time off at the employee's current regular rate of pay.

9.5 **PTO must be requested in advance.** Except for illness or an emergency, a PTO request must be made in advance in writing and approved by the Employee's supervisor or Department Director. PTO will, so far as possible, consistent with operational requirements of the Employer, be granted at times most desired by the Employee.

9.6 **PTO for illness/disability**. PTO shall be payable on the first day of a bona fide illness or disability of the Employee or of their immediate family residing in their household. The Employee shall be required to notify the Employer as soon as possible prior to the beginning of the Employee's shift. Failure to do so may result in the loss of pay for that day and may be considered abuse of PTO. The Employer will give consideration to extenuating circumstances that would make such notice requirement impossible.

9.7 **Proof of illness/disability**. The Employer reserves the right to require reasonable proof (such as a doctor's certificate) of illness or disability. Abuse of PTO shall be grounds for discipline except that blatant abuse may subject an Employee to immediate discharge.

9.8 **Medical appointments**. An Employee shall be allowed to use PTO for medical or dental appointments. The Employee must notify their supervisor as far in advance as possible, but in any event not less than three (3) working days, except in an urgent situation.

9.9 **Limit on accumulating PTO.** An employee may not accumulate more than seven hundred twenty (720) hours of accrued PTO credits as of the end of any calendar year without the prior written approval of the Borough Manager. Employees who have accrued more then seven hundred twenty hours (720) shall be paid for unused PTO at the rate of 100% of the value of the PTO in excess of the seven hundred and twenty (720) hours, provided a minimum of eighty (80) hours are taken as PTO during that calendar year. If less than eighty (80) hours are taken, sufficient hours shall be deducted without compensation to total the eighty (80), prior to any payment for PTO in excess of seven hundred twenty (720) hours is made.

9.10 **Payment upon termination.** After the completion of an Employee's probationary period, an Employee shall be paid upon termination for all PTO accrued (up to the maximum) but not used.

9.11 **Worker's Compensation.** In the event of a disability which is covered by Worker's Compensation, the Employee may elect to utilize their accrued PTO up to the maximum accrual to supplement their Worker's Compensation payments. Such PTO and Worker's Compensation payments combined shall not exceed the Employee's net income per pay day. Employees injured on the job and eligible to receive Worker's Compensation shall suffer no loss of pay for the day of the injury.

9.11.1 **PERS contributions while on Worker's Compensation.** During the time an employee is using accumulated PTO in lieu of receiving Worker's Compensation benefits, the Employer shall make full PERS contributions on behalf of that employee, up to an equivalent of forty (40) hours per week. In all other situations, unless otherwise required by law, the Employer shall not make any PERS contributions on behalf of an employee who is on Worker's Compensation.

9.12 **Compensation when unable to return to work.** An Employee who is entitled to receive compensation benefits under the Alaska Workers' Compensation Act or other similar legislation shall continue to earn PTO benefits, and the Borough shall continue to pay its portion of such Employee's group medical and life insurance premiums, during the period the Employee is unable to return to work, until his or her accrued PTO benefits are exhausted. If, at the exhaustion of such benefits, the Employee is still unable to return to work, the Employee shall cease to earn the PTO benefits, and the Borough will not continue to pay its portion of the Employee's group medical and life insurance premiums, provided, however, that the Employee, at his or her option, may elect to continue such insurance coverage at the Employee's cost as provided under the terms of such insurance policies and any applicable state or federal laws. An Employee who is injured on the job and eligible for said benefits shall suffer no loss of pay for the day of injury, and shall be entitled to use PTO benefits for the difference between the worker's compensation benefit and their regular pay.

ARTICLE 10
SENIORITY

10.1 **Seniority Accrual.** Regular employees shall establish seniority with the Employer, and will be placed on a seniority roster commencing with the first day of most recent employment. Regular employees who are employed on the same day shall have their seniority determined by lot. A regular employee shall accrue seniority credit each month as long as he received at least ninety (90) hours of pay each calendar month during the term of this Agreement.

10.2 **Seniority Termination.** Seniority shall be terminated by discharge for cause; continuous layoff of eight (8) months duration or longer; resignation; or failure to return from leave of absence or vacation on agreed date.

10.3 **Seniority and Leaves.** Regular employees may be granted leaves of absence limited to six (6) months in any year without the loss of seniority (except in case of physical disability and for schooling to upgrade in the maritime industry). Retention of seniority during a longer leave of absence may be arranged for by agreement between the Employer and the Union. Leaves of absence are at the Employer's discretion. Time involved during each leave of absence shall not be accumulative in regards to total seniority time, seniority credit held at time of leaving active service will remain static until return to active service.

10.4 **Seniority Application.** Seniority shall prevail regarding layoff or recall of regular employees when the Employer determines that employees affected are equally qualified. When the Employer determines that layoffs become necessary, non-regular employees shall be laid off first. If additional layoffs are needed, the least senior regular employee shall be the first laid off. When regular employees are called back to service, the last laid off shall be the first restored to work.

ARTICLE 11
LEAVES OF ABSENCE

11.1 **Leave Requests.** All leaves of absence without pay shall be requested from the Employer in writing no less than thirty (30) days prior to the date of anticipated commencement (except for emergencies), stating the reason for the leave and the amount of time requested. A written reply granting or denying the request shall normally be given by the Employer within thirty (30) days.

11.2 **Leave Approval.** Leaves of absence without pay are granted at the Employer's discretion and may be for a period of up to one hundred eighty (180) calendar days without loss of previously accrued benefits. No other benefits accrue during a leave period. In special cases, the Employer may elect to extend a leave of absence.

11.3 **Funeral Leave.** Up to five (5) days (up to eight (8) hours per day) of funeral leave (up to seven (7) days, if the funeral is outside of Southeastern Alaska) may be allowed for a death in a regular employee's immediate family, to be charged to accumulated sick leave.

11.4 **Military Leave.** Leave necessary for an employee to attend required paid military drills/training for the National Guard or a military reserve of the United States, or if called to honor an active duty commitment to the National Guard or military reserve of the United States, shall be granted without pay and without loss of benefits accrued to the date such leave commences. Regular full-time employees on such leave shall be compensated by the Employer for the difference between their military pay and their regular pay up to a maximum of four (4) weeks. A copy of the order issued by an appropriate military authority for military training shall accompany requests for special military leave. Upon return to duty the employee shall furnish the Employer evidence of the amount of military pay received during the period of special military leave.

ARTICLE 12
JURY DUTY

12.1 **Jury Duty.** All regular Employees who are called to serve on jury duty, or who are subpoenaed to testify in court on a matter related to their employment or volunteer activities on behalf of the Borough, shall be compensated by the Employer for the difference between their jury duty or witness pay and their normal straight-time pay for regular scheduled hours (up to eight (8) hours per day) not worked. If the regular Employee is temporarily or permanently excused from jury or witness duty, the Employee shall promptly return to work. Employees must inform the Employer immediately upon receipt of such notice.

ARTICLE 13
TRAINING

13.1 **Training Support.** The Employer and the Union will cooperate in encouraging training programs including government funded programs which will provide initial and advanced training for the employees. Within budget limitation, as determined by the Employer, the Employer will provide an educational assistance plan for regular Employees to improve skills, knowledge, and abilities relating to their present positions or to positions to which they might logically progress.

13.1.1 **No premium pay for time spent on training.** There shall be no overtime or premium payments rendered for time related to training programs.

13.2 **Training Reimbursement.** In order to receive reimbursement under this plan, regular Employees must request and receive prior approval from the Employer and must satisfactorily complete the course. If the Employer elects to grant approval upon completion of the approved course, the employee shall submit a request for reimbursement, together with receipt of tuition and books, to the department head who will process payment. All usable books and other materials received as a part of Borough-funded courses shall be the property of the Borough, and shall be available in applicable departments for use by Employees.

13.2.1 **Loss or damage of training books.** Employees using training books and materials are responsible for their care and replacement cost for loss or damage.

13.3 **Training Repayment may be required.** Training is provided to improve the quality and quantity of the government services and the Borough is entitled to a return on its investment. As a result, it is expected that Employees receiving Borough-funded course will not quit Borough employment for at least one (1) year after receiving such training, and those Employees doing so will reimburse the Borough for its training expenses.

13.4 **Training to meet new USCG requirements.** In the event the USCG imposes new training or certification requirements, the Borough will pay the costs of training. Rule 13.1.1 will apply.

ARTICLE 14
MEDICAL BENEFITS

14.1 **Participation in medical insurance plan.** All employees covered by this Agreement will be entitled to participate in the Borough life, medical, dental, vision, auditory and hospitalization insurance plan. The Employer shall pay 100% of the current premium cost of covering eligible employees and their dependents, as appropriate under the plan. The Employer's liability shall be limited to paying said premium costs. The Employer reserves the right to change the insurance plan or carrier as long as there is no significant reduction in the level of benefits provided, (except as provided in 14.3), and the Union has been provided with prior notice and an opportunity to bargain about any proposed change in plan or carrier.

14.2 **Cost containment committee.** The Union agrees to participate in a Borough-wide committee to identify and implement cost containment measures. All groups of Employees covered under the Borough's policy shall be offered an opportunity to participate on the committee. Any cost containment measure receiving consensus of the committee shall be implemented. The committee shall meet as they deem necessary.

14.3 **Prohibition on dual coverage under Borough's plan.** No employee may be covered both as an employee and as a dependent under the Borough's insurance plan.

ARTICLE 15
RETIREMENT PLAN

15.1 **Retirement.** It is agreed that all employees shall be included, as appropriate, under the Borough's participation in the Alaska Public Employees Retirement System.

ARTICLE 16
LABOR-MANAGEMENT COOPERATION COMMITTEE

16.1 **Labor-Management Cooperation Committee.** A Labor-Management Cooperation Committee, consisting of two (2) regular representatives from Borough management, and two (2) representatives from the Union will meet during working hours no less than quarterly. The primary activities will include: contract interpretation, pre-grievance discussions of operating problems, safety, vessel accommodations, vessel improvement, training, emergency equipment, USCG regulations, and public relations.

16.2 **Labor-Management Cooperation Committee Authority.** The Labor-Management Cooperation Committee will not have the authority to alter the meaning or cost application of the collective bargaining agreement, nor will it act as a grievance committee once a grievance has been filed. It is solely a discussion group and has no other authority. The chair shall rotate between the Employer and the Union, alternately, at each meeting.

ARTICLE 17
NO STRIKE - NO LOCKOUT

17.1 **Stable Community Service.** This Agreement is a guarantee by both parties that there will be neither strikes of any kind nor lockouts during the life of the Agreement. The Union and employees further agree that they will not sanction, aid or abet, encourage or continue any and all job actions of any kind related to any parties, including but not limited to any work stoppages, strikes, picketing, sickouts, slowdowns, handbilling or other disruptive activity of any kind during the life of the Agreement, and shall undertake all reasonable means to prevent or terminate any such activity. Employees who fail to comply with this provision may be discharged at the Employer's discretion.

ARTICLE 18
GRIEVANCE PROCEDURE

18.1 **Grievance Defined.** A grievance is defined as an alleged breach of this Agreement raised during its term. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto.

18.1.1 **Grievance Timeliness.** If an employee or the Union fails to process a grievance at any step within the time limits set forth in this Article and the procedure is not waived by mutual written agreement, that grievance shall be deemed waived and such failure shall constitute a bar to any future actions thereon.

18.2 **Step 1 - Immediate Supervisor.** The parties agree that grievances should be resolved, if possible, quickly, informally and at the lowest level of supervision. Any employee with a grievance shall first discuss it with his immediate supervisor and attempt to resolve it informally. If any grievance cannot be resolved informally, the following procedure shall be followed.

18.3 **Step 2 - Director of Transportation Services**. Any employee shall first reduce the grievance to writing using a form identical to that attached hereto as Appendix C and forward such grievance to the Director of Transportation Services, or his designee, within fourteen (14) calendar days from the date the employee knew or should have known about the grievance. The Director of Transportation Services, or his designee, shall have ten (10) calendar days from receipt of the written notice to schedule a meeting at a time that is mutually agreeable to the Employee and the Employer. The Employee may be accompanied at this meeting by his union representative or fellow Employee, at the aggrieved Employee's discretion. Following this meeting, the director of Transportation Services will respond to the grievance in writing within ten (10) calendar days.

18.4 **Step 3 - Borough Manager.** If not satisfied with the reply, and it is the Employee's desire to proceed further, the employee shall submit the grievance to the Borough Manager or designee within ten (10) calendar days after the reply to Step 2 was due or received, whichever is earlier. The written grievance shall contain all forms and correspondence generated to date, and the corrective action desired. A meeting between the Borough Manager or designee and the employee (and a Union representative, if requested by the

employee) shall be scheduled within ten (10) calendar days from notification to the Manager or designee. The Employer shall respond in writing within ten (10) calendar days of the meeting.

18.5 **Step 4 - Arbitration.** If not settled, the Union may submit the grievance to final and binding arbitration within fifteen (15) calendar days following the date the Borough Manager's decision at Step 3 is due or received, which ever is earlier. Within seven (7) calendar days of written notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator, the Union shall within seven (7) calendar days after failure to agree and no later than fourteen (14) calendar days following the Employer's receipt of the notice of appeal to arbitration, request the Federal Mediation & Conciliation Service to supply a list of seven (7) qualified arbitrators and the parties shall alternatingly strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike the first name shall be determined by coin toss. The arbitrator shall be notified immediately of his or her selection by letters from the Employer and the Union requesting that a time and place for hearing be set as soon as possible. The arbitrator's award shall be final and binding, subject to the limits of authority stated below.

18.6 **Arbitration Limitation.** The arbitrator's function is to interpret the Agreement. The arbitrator shall consider only the particular issue presented in writing by the Employer and the Union. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall not decide on the merit or wisdom of any action or failure to act, but only on the contractual obligation inherent in this Agreement. If the arbitrator should find that the Employer was not prohibited by this Agreement from taking, or not taking, the action grieved, the arbitrator shall have no authority to change or restrict the Employer's action or inaction or to substitute the arbitrator's own judgment for that of the Employer. Unless a specific provision of this Agreement expressly grants the Union or employees a right, privilege, or benefit claimed by it or them, the arbitrator shall not award any such right, privilege, or benefit to the Union or employees.

18.7 **Arbitration Procedure.** Any dispute as to procedure shall be

heard and decided by the arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (½) of the fee of the arbitrator and any other expense jointly incurred by mutual agreement incidental to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party, except that witnesses who are employees of the Employer shall be paid by the Employer for normal working time spent testifying at the hearing.

18.8 **Information.** Neither party shall be required during the term of this Agreement to provide the other party with any data, documents, or reports in its possession or under its control for any purpose or reason unless they are relevant to a filed grievance, and the parties waive all other rights to such information. Copies of all documents used to support and answer a grievance shall be made available to the parties, subject to reasonable photocopying charges.

ARTICLE 19
UNION REPRESENTATIVES

19.1 **Union access to Employer's property.** Upon advance notice to the Employer, authorized representatives of the Union shall be allowed to go on the Employer's property and ferries as required to investigate conditions under this Agreement. When a request for authorization is made the Employer will issue the duly accredited representatives an authorization for such visits, specifying the Union representative who are authorized to visit and the time(s) when the visit(s) are authorized. The Union agrees to hold the Employer harmless and compensate it for any and all claims resulting from any incidents involving such representatives while on the property or ferries of the Employer. No individual or group of employees will be interrupted in their work without the prior written approval of the Employers. In the event new USCG regulations and/or security issues alter Union access, the parties will meet and confer to find a solution.

ARTICLE 20
UNION SECURITY

20.1 **Union Shop.** Any Employee covered by this Agreement shall share in the costs of maintaining and operating the Union as their collective bargaining agent and shall be members in good standing within thirty-one (31) days after employment with the Employer, or thirty-one (31) days after the signing of this Agreement, whichever is later, and shall thereafter tender the dues and initiation fees uniformly required as a condition of membership. Any employee failing to conform with this rule shall be charged a service fee equal to the cost of Union representation. Any employee who refuses to join the Union and refuses to pay the service fee shall be subject to discharge. The Union's request for dismissal of an employee for noncompliance with this rule shall be furnished to the Employer in writing.

20.2 **Voluntary Dues Deductions.** During the term of this Agreement, the Employer shall deduct from the wages of employees covered by this Agreement and pay over monthly to the proper officers of the Union the membership dues or equivalent service charge for those employees who individually and voluntarily authorize such deductions in writing by signing the authorization form attached hereto as Appendix B, copies of which shall be provided by the Employer. The Employer will not be held liable for deduction errors, but will make proper adjustments with the Union for errors as soon as practicable. The Union will hold the Employer harmless for any action taken at the written direction of the Union pertaining to this Article.

ARTICLE 21
GENERAL PROVISIONS

21.1 **Supersession/cancellation.** Any and all agreements, written and verbal, previously entered into by the parties hereto are in all things mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer agrees to "discuss" with the Labor-Management Cooperation Committee any question on past practices.

21.2 **Reserved.**

21.3 **Bargaining Waiver.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

21.4 **Compliance with law.** Both parties to this Agreement shall at all times comply with all applicable federal, state and local statutes, ordinances and regulations.

21.4.1 **Separability.** Should any article, section or provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted statute, ordinance or other law, or by the decree of judgment of any court of competent jurisdiction, the invalidation of such article, section or provision will not affect the remaining portions hereof and such other parts and provisions will remain in full force and effect. Upon the invalidation of any article, section or provision hereof, the parties will meet and negotiate the parts and provisions concerned within thirty (30) days from the

date the fact of such invalidation is communicated to them; provided, however, that the parties may mutually agree to extend the time for such negotiations.

21.5 **References to Borough Code.** Unless explicitly stated to the contrary, all references to the Borough Code are for information only and are not intended to incorporate sections of the Borough Code as part of this Agreement. Notwithstanding the foregoing, Section 30.10.011 of the Ketchikan Gateway Borough Code shall apply to this Agreement and is incorporated herein.

21.6 **Interpretation of number and gender.** Unless the context of this Agreement clearly requires a different interpretation or construction, all references to the singular shall also include the plural and vice versa and words of the masculine gender shall include the feminine and the neuter and vice versa.

ARTICLE 22
TERM OF AGREEMENT

22.1 **Duration.** This Agreement shall become effective at 12:01 a.m. on the first day of the first payroll period which begins after the last required signature is affixed to this document, shall continue in full force and effect through and including 12:01 a.m. on September 30, 2011, and shall continue in full force and effect from year to year thereafter unless written notice of desire to amend this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of a date stated in such notice to terminate, which date shall not be earlier than the date of expiration, and shall be at least ten (10) days subsequent to the giving of such notice to terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 23 day of OCTOBER, 2008.

KETCHIKAN GATEWAY BOROUGH

By: _____
Dan R. Bockhorst
Borough Manager

ATTEST:

_____
Harriett J. Edwards
Borough Clerk

APPROVED AS TO FORM:

_____
Scott Brandt-Erichsen
Borough Attorney

INLAND BOATMEN'S UNION OF THE PACIFIC

By: _____
Darryl Tseu
Regional Director

By: _____
Alan Cote
President

APPENDIX A

RATES OF PAY

POSITION	GRADE
Deckhand I	55
Deckhand II	65
Maritime Maintenance	70

A. **Initial placement.** The first one thousand forty (1,040) work hours of all newly hired personnel shall be considered probationary. During the probationary period, Employees shall be placed at step A of the probationary pay schedule. Following successful completion of the probationary period, employees shall be placed at step C on the pay schedule for the position for which they were hired.

B. **Advancement after two thousand eighty (2,080) hours of service.** After continuous service of (1) one year, or two thousand eighty (2,080) work hours, whichever is longer, the Employees in the Deckhand I position may be moved to the Deckhand II position, subject to the following conditions: the Employee must have a current license and certification as "Master" by the Employer, to operate a Borough Ferry. If the Employee fails to obtain or maintain this certification, the Employee shall remain/return to the Deckhand I position at their previous step until "Master" status is accomplished in accordance with Borough policy.

C. **Advancement.** Regular employees shall advance one (1) step on the pay schedule after every 2,080 hours worked, but no sooner than their anniversary date. Regular employees may advance one (1) additional step (for a maximum of two (2) steps) on the pay schedule, if the employee conforms to the parameters for a two (2) step increase as determined by Borough-wide merit policy.

D. **Placement upon promotion.** An Employee who is promoted to a higher paid position shall be placed on Step A on the scheduled at the rate for that position or at a step equal to or greater than the Employee's actual pay rate plus 1.5%, whichever is greater.

E. **Cost of Living Adjustment.** Effective July 1, 2009, and continuing on every July 1 for the life of this contract, covered employees shall receive a two-step (3.022%) cost of living adjustment (COLA), or the Ketchikan Gateway Borough Assembly authorized cost of living adjustment, whichever is higher. It is the intent of the parties to guarantee a minimum COLA, but not to compound or pyramid such COLAs.

F. **General Increase.** All employees covered by this agreement shall receive a one-step (1.5%) increase effective October 1, 2008.

APPENDIX B

KETCHIKAN GATEWAY BOROUGH - INLANDBOATMEN'S UNION OF THE PACIFIC

Assignment of Wages to Cover Association Dues or Agency Fees

To: Ketchikan Gateway Borough, Alaska

I assign to the Inland Boatmen's Union of the Pacific (IBU) out of my wages an amount equivalent to the uniform monthly dues as certified to you in writing by the IBU, and I authorize the payment to the IBU each month the amount so deducted.

I agree to hold the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or exist by reason of this assignment agreement.

There shall be no obligation on the part of the Employer to make any deductions beyond the original term of the Collective Bargaining Agreement existing at the date of this Agreement or after I have canceled this assignment in writing.

DATE:_____ _____

(Employee)

Receipt of the foregoing Assignment is acknowledged:

DATE: _____ **BY:**_____

(For the Employer)

APPENDIX C
KETCHIKAN GATEWAY BOROUGH – IBU-P
GRIEVANCE FORM

1. Name of Grievant _____ 2. SSN _____
3. Mailing Address _____
4. Job Title _____ 5. Location _____
6. Department _____ 7. Name of Supervisor _____
8. Date grievance occurred _____ 9 Discussed with supervisor _____
10. For each contract provision you allege was violated:

10.1 Which contract section was violated? _____ 10.2 When was it violated? _____

10.3 Who violated it? _____ 10.4 How was it violated? _____

_____

_____

11. If more than one contract provision was allegedly violated:

11.1 Which contract section was violated? _____ 11.2 When was it violated? _____

11.3 Who violated it? _____ 11.4 How was it violated? _____

_____

_____

12. If more than one contract provision was allegedly violated:

12.1 Which contract section was violated? _____ 12.2 When was it violated? _____

12.3 Who violated it? _____ 12.4 How was it violated? _____

_____

_____

13. If more than three contract provisions were allegedly violated, follow the same format as in 10 through 12 on back of form.
14. Relief Sought

_____

_____

_____ _____

Date Employee (Grievant)