

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE KETCHIKAN GATEWAY BOROUGH**  
**AND**  
**THE INTERNATIONAL ORGANIZATION OF MASTERS, MATES**  
**AND PILOTS (PACIFIC MARITIME REGION)**  
**2008 - 2011**

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**and the**  
**INTERNATIONAL ORGANIZATION OF MASTERS,**  
**MATES, AND PILOTS (PACIFIC MARITIME REGION)**  
2008 - 2011

**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 **INTERNATIONAL ORGANIZATION OF MASTERS, MATES, AND PILOTS (PACIFIC MARITIME REGION)** (hereinafter referred to as "MM&P" or the "Union").

**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 unit are: All regular full-time employees, regular part-time employees and regular relief employees in the job classification of Ferry Captain.

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 per week. Such employees shall receive wages and 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 are employed by the Borough as Deckhand IIs, have advanced beyond Casual status and are assigned as substitutes.

2.4 **Casual Employees.** Employees who are hired under short term special requirements, not to exceed a total of sixty (60) days, are casual employees, and are excluded from the bargaining unit and are not covered by this Agreement. If they are employed over sixty (60) days, they convert to appropriate regular status at that time.

2.5 **Immediate Family.** As used in this Agreement, immediate family of a person means anyone related to that person by blood, marriage or adoption or who lives in that person's household. See also Section 5.37.020(8) of the Ketchikan Gateway Borough Code.

## **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 location of facilities; to introduce new or different services, products, methods, or facilities; to extend, limit, contract out, 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 1040 work hours. If retained after 1040 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.

**4.1.1 Hiring.** The parties agree that the Union may be a source of obtaining new "Masters". If called upon to do so, the Union agrees to furnish the Employer qualified and satisfactory "Masters". The parties further agree that the Employer recognizes the value of experienced Deckhand II crew members, and will consider this experience as a significant part of the overall evaluation of any Deckhand II who applies for a Master's position.

**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. A failed test on a drug or alcohol test administered pursuant to the Employer's Substance Abuse policy, or a refusal to submit to such test when directed to do so, may result in discipline up to and including discharge.

**4.3 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 PTO pay.

**4.4 Physicals.** Employee working physicals may be required by the Employer, using a doctor of the Employer's choice, and at the expense of the Employer, if

it is determined by an appropriate applicable maritime regulatory agency that the physical condition of the employee may be affecting the employee's duties.

## **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) 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 5.6.1 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.

**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. All overtime must be authorized by the Employer and shall be paid at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay. Further, all time shall be recorded and compensated for in thirty (30) minute increments. The Employer shall seek to rotate overtime equitably. Subject to Section 5.6.2

and Section 5.7, there is no minimum guaranteed amount of overtime work and/or pay.

**5.6.1 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 involving four (4) days of ten (10) hours each), then an employee shall be entitled to overtime pay at a time and one-half (1½) 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 over eighty (80) hours in a regular semi-monthly pay period.

**5.6.2 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 overtime rate of time and one-half (1½) 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.

**5.6.3 Double Time.** Employees shall be compensated at twice their straight time rate (double time) for hours worked in excess of twelve (12) consecutive hours in a single workday.

**5.6.4 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

**5.7 Recall.** Insofar as possible, the Borough shall recall employees to work one (1) hour prior to the time when the ferry's engines need to be started. When an employee is recalled, he shall receive a minimum of two (2) hours of pay at the one and one half (1½) time rate. However, when work continues without interference after the normally scheduled quitting time or an early start into the normal work period, the minimum 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 one and one-half (1½) time rate 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 **Duties in Revised Job Description.** Duties shall be those listed in the current Ferry Captain job description as revised by the Borough to reflect the greater autonomy and freedom appropriate for such employees. The current Ferry Captain job description is incorporated herein by reference. This revised job description involves additional authority and responsibility including, but not necessarily limited to, the areas of maintenance, budget and the proper use of purchase orders, and scheduling (ensuring required coverage of all shifts by captains and deckhands, with accommodation as necessary for vacation time, medical leave and other uses of PTO).

## **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 Detail/Demotion.** Any employee may be temporarily assigned at the Employer's discretion from one position to another of lower classification. The employees shall receive the lower rate of pay for actual hours worked in the lower classification (e.g., Deckhand or maintenance rate) only if such is done on a voluntary basis.

6.3 **Severance Pay.** In the event that a termination results from replacement of the ferry system by alternate access to Gravina Island, regular employees shall be entitled to severance pay. Severance pay shall be given at the rate of one (1) month's pay for regularly scheduled hours at each regular employee's straight time rate at the time of such severance for every two (2) years of service up to a maximum of twelve (12) months' pay.

6.4 **Pay Period.** The Employer will pay employees semi-monthly by the fifth (5<sup>th</sup>) and twentieth (20<sup>th</sup>) day of each month. If payday falls on a holiday or weekend, the preceding business day shall be the payday.

6.5 **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 thirty-six dollars (\$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.

## **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.** When any member of a crew of a vessel is entitled to daily maintenance under the federal doctrine of maintenance and cure it shall begin at the end of the period for which "unearned wages" are payable and shall be at the rate of seventy dollars (\$70.00) per day. For payments made, thirty-five (\$35.00) dollars shall be deemed maintenance and thirty-five (\$35.00) dollars shall be deemed wage substitution. Except in hardship cases, the Employer shall not be required to make payments under this rule more often than semi-monthly. The Employer recognizes the right of the Union to intercede on questions arising under this rule.

**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 or collision of the ferry not to exceed six hundred dollars (\$600.00) for operators. 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.

**7.2.4 Seniority while absent.** Seniority shall accrue while the Deck Officer is paid Maintenance and Cure for the time absent from work.

**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, and an employee volunteers for such extra service, the following conditions apply:

7.3.1 **Ferry Transport.** No painting, scraping, chipping or soogying shall be required from a ladder or scaffolding while the ferry is underway.

7.3.2 **Painting.** The Employer shall provide a safety net for all over-the-side painting when the vessel is at dockside.

7.3.3 **Sanitary Work.** "Sanitary work" shall not be limited. Such work consists of 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. 7.3.4 **Maintenance Rate.** The straight time hourly rate (not accruable towards annual leave, overtime hours or trust fund contributions) for maintenance work shall be ten dollars and fifty cents (\$10.50) per hour.

## ARTICLE 8 HOLIDAYS

8.1 **Designated Holidays and Holiday Pay.** The following paid holidays shall be recognized under this Agreement:

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

In addition to the holidays listed immediately above, the Employer will recognize as paid Borough holidays any day designated by Borough ordinance. In addition to the holidays granted above, each regular 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 converted to PTO.

8.2 **Holiday Work.** Work performed on holidays by employees shall be paid for at the rate of time and one-half (1½) for actual hours worked, up to eight (8) hours, 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 pay for that holiday.

*[It is the parties' intent that when a holiday falls within the time that the employee is on PTO, the employee will be paid but not charged for PTO on that day.]* 8.4 **Holiday pay.** When a holiday falls on an employee's regularly scheduled day off, the employee shall be paid eight (8) hours of straight time pay for the holiday.

**ARTICLE 9  
PAID TIME OFF**

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, immediate family illness, and/or doctor and dentist appointments.

9.2 **Amount of PTO accrued.** 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:

<u>Years of Continuous Service</u>	<u>PTO Accrued Per Year</u>
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 **Pro-rata PTO accrual.** Regular Part-Time Employees will accrue PTO as defined above, on a pro rata basis determined by the actual hours worked in a given pay period.

9.3 **PTO during probation.** PTO may be taken during an initial probationary period only for the purpose of sickness or immediate family emergency, provided the employee has accrued such time.

9.4 **Pay while on PTO.** PTO 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 requests.** 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 PTO accrual.** 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 written approval of the Borough Manager. Employees who have accrued more than seven hundred twenty (720) hours shall be paid for unused PTO at the rate of 100% of the value of the PTO in excess of the seven hundred twenty (720) hours, provided a minimum of eighty (80) hours are taken as vacation 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. **9.12 No reduction in PTO accrual.** No Employee shall suffer a reduction in current accrued leave as a result of this Agreement.

**9.13 Continued PTO accrual.** 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.

**9.14 Use of PTO in February.** An Employee may, at the employee's request, use up to two (2) days of PTO in February to compensate for unusually low paychecks which the Employee would otherwise receive due to the decreased number of work days in February.

## **ARTICLE 10 SENIORITY**

**10.1 Seniority Accrual.** Regular employees shall establish seniority with the Employer, commencing with the first day of most recent employment. Permanent 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 receives 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; resignation; or failure to return from leave of absence or vacation on agreed date, unless otherwise mutually agreed upon by both the Union and the Employer.

**10.3 Seniority and Leaves.** Regular employees may be granted leaves of absence limited (except in case of physical disability and for schooling to upgrade in the maritime industry) to six (6) months in any year without the loss of seniority. 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 cumulative in regard 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 the 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 are to be requested from the Employer in writing no less than thirty (30) days prior to 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. Aside from seniority, 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 PTO.

**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 per calendar year. 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.** 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) 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.

**12.1.1 Mechanism for payment.** A regular employee who is called to jury duty or subpoenaed as a witness for employment related purposes shall be paid eight (8) hours of straight time pay for each full day of jury duty or witness service. The Employee shall turn over the entire amount of the jury duty or witness service pay received to the Borough. If a regular employee serves on jury duty or is subpoenaed to testify in court on a matter related to their employment or volunteer activities on behalf of the Borough on their regularly scheduled days off, the employee may request a check for the amount of jury duty or witness pay applicable to those days off.

## **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 limitations, 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 overtime during 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 for 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 Care of training materials.** Employees using training books and materials are responsible for their care and replacement cost for loss or damage.

**13.3 Training Repayment.** 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 courses 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 in an amount consistent with current Borough policy and procedure.

## **ARTICLE 14 MEDICAL BENEFITS**

**14.1 Medical Benefits.** All employees covered by this Agreement will receive a life, medical, dental, vision, auditory and hospitalization insurance plan. The Employer shall pay one hundred percent (100%) of the premium cost of covering eligible employees and their dependents under such a 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 reduction in the level of benefits (except as provided in 14.2) 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 a consensus of the committee shall be implemented, if approved by the Assembly. The committee shall meet as they deem necessary.

## **ARTICLE 15 PENSIONS**

15.1 **Pensions.** All employees covered by this Agreement shall become members of the Public Employees Retirement System (PERS) effective as soon as feasible after execution of this Agreement. It is the intent of the parties that this shall not increase the amount contributed by the Borough to any Employee's retirement.

15.2 **Agreement to be bound.** By entering into this Agreement, the Employer adopts and agrees to be bound by and a party to the Individual Retirement Account Plan, or its successor, the Pacific Maritime Pension Trust, to be bound by all the rules and regulations now existing or hereafter adopted by the Board of Trustees; and ratifies, approves and accepts the appointment of the Employer Trustees who are now incumbent or who may hereafter be appointed in accordance with the provisions of the Trust Agreement.

15.3 **Annual reports.** In addition to the contributions set forth above, once each year the Employer will report to the Northwest Marine Retirement Trust on each employee who has had three hundred sixty (360) or more hours in the plan year July 1st through June 30th, and remit a contribution of six dollars (\$6.00) for each individual. (The \$6.00 represents \$1.00 for each bimonthly billing period.)

15.4 **Adjustments.** The Trustees of the Northwest Marine Retirement Trust are authorized to adjust the portion retained in order to provide proper funding of the present level of benefits.

15.5 **If benefits change.** Should the Board of Trustees alter the benefit structure requiring additional contributions to any plan, the parties shall meet and negotiate the Employer's contributions to the plan in question, but there is no commitment for additional funding by the Employer.

**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 employee group, will meet during working hours as often as either side deems necessary, as long as neither side is required to meet more frequently than quarterly. The primary activities for discussion by the Labor-Management Cooperation Committee include: contract interpretation, pre-grievance discussions of operating problems, safety, vessel accommodations, vessel improvement, 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, sick-outs, slowdowns, hand billing 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. If the Employer 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 automatically progress to the next level.

**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 their immediate supervisor and attempt to resolve it informally. If it cannot be resolved informally, the following procedure shall be followed.

**18.3 Step 2 - Department Director.** 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 their Department Director, or his/her designee, within fourteen (14) calendar days from the date the employee knew or should have known about the grievance. The Department Director, or his/her designee, shall have ten (10) calendar days from receipt of the written notice to schedule a meeting at a time that is mutually agreeable with the employee. The employee may be accompanied at this meeting by his/her union representative or fellow employee, at the aggrieved employee's discretion. Following this meeting, the Department Director 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 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, whichever 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 alternately 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 ( $\frac{1}{2}$ ) 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 **Entry upon 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. The Employer will issue an authorization for such visits, and 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 prior written approval of the Employer.

## **ARTICLE 20 UNION SECURITY**

20.1 **Union Shop.** Any employee covered by this Agreement shall, within thirty-one (31) days after employment with the Employer, or thirty-one (31) days after the signing of this Agreement, whichever is later, be or become a member of the Union and shall thereafter as a condition of continued employment, tender the dues and initiation fees uniformly required as a condition of membership. Any employee failing to conform with this rule 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 Employer Compensation Prerogative.** Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided for herein.

**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 Separability.** Should any article, section or provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted statute, ordinance or other law, or by the decree or judgment of any court of competent jurisdiction, the invalidation of such article, section or provisions 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 Interpretation of number, gender and tense.** Unless the content of this Agreement clearly requires a different interpretation or construction, all references to the singular shall also include the plural and vice versa; words of the masculine gender shall include the feminine and the neuter and vice versa; and words in the present tense shall include the past and the future tenses and vice versa.

**ARTICLE 22**

**TERM OF AGREEMENT**

22.1 **Duration.** This Agreement shall become effective upon execution by both parties, shall continue in full force and effect through and including 12:00 p.m. midnight on September 30, 2011, and shall continue in full force and effect from year to year thereafter unless 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 \_\_ day of \_\_\_\_\_, 2008.

ATTEST: KETCHIKAN GATEWAY BOROUGH

By: \_\_\_\_\_  
Harriet Edwards  
Borough Clerk

By: \_\_\_\_\_  
Dan Bockhorst  
Borough Manager

INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS  
(PACIFIC MARITIME REGION)

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Scott Brandt-Erichsen  
Borough Attorney

**APPENDIX A:  
RATES OF PAY**

<u>POSITION</u>	<u>GRADE</u>
Ferry Captain .....	80

It is the intent of the parties that the change from Grade 74 to Grade 80 shall be revenue neutral. The current step placement of each employee will be moved to the left on the salary schedule as far as necessary to maintain each Employee's current monthly salary.

- A. The first 1040 work hours of all newly hired personnel shall be considered probationary. During the probationary period, employees who are placed at step A of the pay schedule will, following successful completion of the probationary period, be placed at step B on the pay schedule for the position which they were hired.
- B. Regular employees shall advance one (1) step on the pay schedule upon completion of the following:
  - 1) 1920 paid hours in that position, but no sooner than their anniversary date.
  - 2) An annual reporting period free of any suspension or revocation of Coast Guard license.
- C. Regular employees may advance one (1) additional step to that of (B) above (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. Employees who are at Step R on the pay schedule, will receive continued increases in 1.5% increments to their annual rate of pay when entitled to step increases associated with (B) or (C) above. It is the intent of the parties that no employee shall receive a compounded pay increase due to the combined effect of (B), (C) and (D) of this Appendix.

- E. An employee who is promoted to a higher paid position shall be placed on Step A of the schedule at the grade for that position, or at a step equal to or greater than the employee's actual pay rate in the previous position plus 1.5%, whichever is greater. For Deckhand II employees who have finished their probationary period and are promoted to full time Ferry Captain, the actual pay rate that applies for the purposes of this paragraph is the rate that employee would be eligible for under the terms of Relief Ferry Captain as described in (F) below.
- F. Except as provided in (H) below, an employee who comes under this agreement for the purpose of providing a "Relief Ferry Captain" function, shall be paid according to that employee's actual step level as determined by their primary job classification less six (6) steps, but at the pay grade for Ferry Captain. It is the intent of the parties that no employee shall receive a compounded pay increase due to the individual or combined effect of (B), (C), (D) and (F) of this Agreement.
- G. For the life of this Agreement, continuing on every July 1, all employees covered by this Agreement shall receive any cost of living adjustment or any other pay increase authorized by the Ketchikan Gateway Borough Assembly.
- H. Employees covered by this Agreement shall receive a one thousand dollar \$1,000.00 bonus on Oct 1, 2008; on Oct 1, 2009, and on Oct. 1, 2010.
- I. It is the intent of the parties that the effect of the changes in this Appendix shall be revenue neutral. In particular, neither a regular Ferry Captain nor a regular Relief Ferry Captain who has finished their probationary period by the effective date of this agreement shall receive compounded pay increases due to any provision or combination of provisions of this Appendix.

**APPENDIX B  
ASSIGNMENT OF WAGES TO COVER UNION DUES**

TO: Ketchikan Gateway Borough

I assign to International Organization of Masters, Mates and Pilots (Pacific Maritime Region) ("Union"), out of my wages, an amount equivalent to the uniform monthly dues as certified to you in writing by the Union, and I authorize the payment to the Union each month of 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 and authorization.

There shall be no obligation on the part of the Borough to make any deductions beyond the original term of the 2008-2011 Collective Bargaining Agreement existing at the date of this Assignment or after I have canceled this Assignment in writing.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Acknowledged and received by the Borough Manager

\_\_\_\_\_ Date: \_\_\_\_\_  
Borough Manager or Designee

**APPENDIX C**  
**KETCHIKAN GATEWAY BOROUGH - MMP 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 on: \_\_\_\_\_

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 two contract provisions were 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)