

**COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN
THE CITY OF NOME
AND THE
CITY OF NOME EMPLOYEES' ASSOCIATION,
LOCAL #6141**

THIS AGREEMENT is made and entered into by and between the City of Nome (hereinafter referred to as the "Employer" or "City"), and the City of Nome Employees Association, Local # 6141, Alaska Public Employees Association/AFT (AFL-CIO) (hereinafter referred to as the "Union" or "CNEA").

PREAMBLE

The purpose of this Agreement is to set forth the understanding reached between the parties hereto with respect to wages, hours and other terms and conditions of employment.

It is the policy of the Employer and the Union to continue harmonious and cooperative relationships between Employees and the Employer to ensure orderly and uninterrupted operations of government. This policy is effectuated by the provisions of the Public Employment Relations Act, AS ch.23.40, of the State of Alaska ratified by the Nome Common Council in Resolution No.552 granting public employees the rights of organization and collective bargaining concerning the determination of terms and conditions of their employment. It is the desire of the Employer and the Union to enter into an Agreement reached through collective bargaining which will have as its purpose, among others, the following:

- a. To promote fair and reasonable working conditions.
- b. To promote individual efficiency and service to the citizens of the City of Nome.
- c. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for, and this Agreement shall cover those bargaining unit employees whose job classifications are set forth in Appendix A to this Agreement.

1.2 This Agreement excludes from the bargaining unit and does not cover non-bargaining unit employees and employees in Nome Joint Utility System bargaining units. The City's non-bargaining unit employees include the following positions:

City Manager
Chief of Police
City Clerk
Finance Director
City Manager's Executive Assistant
Public Works Superintendent
Director of Parks and Recreation

Fire Marshall
Harbormaster
Building Inspector
City Engineer
Deputy Police Chief
Port Director
City Planner
Director of Economic Development
HR Manager

1.3 In the event of disagreement between the parties regarding inclusion or exclusion of a new position in the bargaining unit, the dissatisfied party shall petition the Alaska Labor Relations Agency for a unit clarification hearing to decide the placement of the questioned position.

1.4 Definitions.

1.4.1 Represented Employees. The following employees are covered by this Agreement:

a. Probationary Employee. A probationary employee is an employee who is working during the first six (6) months of employment with the Employer from the most recent date of hire.

b. Regular Full-Time Employee. A regular full-time employee is an employee who has completed probationary status and is scheduled to regularly work thirty (30) or more hours per workweek.

c. Regular Part-Time Employee. A regular part-time employee is an employee who has completed probationary status and is regularly scheduled to work less than thirty (30) Regular part-time employees receive all benefits provided under this Agreement except that leave accruals and holiday pay are prorated on the basis of the employee's scheduled workweeks.

d. Temporary Employee. A temporary employee is an employee who when hired by the Employer is advised that the employment is of a temporary nature. Temporary employees shall be accorded all provisions of this Agreement, except that they shall not receive insurance, leave accrual and retirement. If the Temporary employee's employment exceeds six (6) consecutive months, the employee will become a regular, part-time or full-time employee.

1.4.2 Unrepresented Employees and Persons. The following persons are not covered by this Agreement:

a. Independent Contractors. An independent contractor is a person who performs services for the City of Nome as an independent contractor, as defined by applicable law, and not as an employee.

b. Casual Employees. Employees hired on an intermittent or short-term, basis for periods of less than 30 days per year are considered casual employees.

c. Grant Employees. Employees hired by the City to perform services for the duration of a discreet, non-renewing state or federal grant such as construction projects, are considered grant employees. This does not include employees of the City who occupy customary and usual job

classifications listed at Appendix A or perform services under continuing grants and who have a reasonable expectation of continued employment with the City.

d. Seasonal Employees. Employees who are classified in the budget as seasonal employees.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 It is recognized that the Employer retains the right, except as otherwise expressly provided in this Agreement, to manage the affairs of the City of Nome and to direct its work force. Such functions of the Employer include, but are not limited to:

- a. Recruit, examine, select, promote, transfer and train employees of its choosing, and to determine the methods of such actions;
- b. Assign and direct the work, develop and modify class specifications, as well as assignment of the salary range for each classification and allocate positions to those classifications, determine the methods, materials and tools to accomplish the work, designate duty stations and assign employees to those duty stations;
- c. Reduce the work force due to lack of work, funding, or other cause consistent with efficient management, discipline, suspend, demote or dismiss employees for just cause;
- d. Establish reasonable work rules, assign the hours of work, and assign employees to shifts of its designation.

2.2 All of the functions, rights, powers and authority of the Employer not specifically abridged, delegated or modified by this Agreement are recognized by CNEA as being retained by the Employer.

ARTICLE 3 - UNION RIGHTS

3.1 Up to three (3) bargaining unit members may be designated by CNEA as Employee Representatives, and the Employer shall recognize them as representatives of the CNEA. The Union will submit the names of the designated representatives in writing, and will update the list at the time of any change. The Employee Representatives must perform work for the Employer to the same extent as any other employee in the same job classifications.

3.2 The Employer shall make up to nine (9) hours per month during working hours available to the Employee Representatives to handle grievances, provide information concerning CNEA to new Employees or for union training. This time shall be considered "business leave" and shall accumulate but not exceed a total of 108 hours a year for the CNEA. This time shall be paid at the employee's straight time rate and shall not count toward the calculation of over time. Normal protocol will be observed with their supervisor prior to engaging in duties as Employee Representative. Employee Representatives shall, wherever possible, conduct representation duties outside the presence of other employees. Limits on time spent

during working hours do not apply to elected employee negotiators during contract negotiations. Reasonable time spent preparing for and conducting contract negotiations is business leave.

3.3 CNEA representatives who are not employees of the City shall be authorized and empowered to speak for the CNEA in all matters governed by this Agreement. Upon reasonable advance notice from a Union representative to the City Manager or designee, the Union representative may visit the premises of the Employer for the purpose of ascertaining whether the Agreement is being observed.

3.4 Where there is appropriate meeting space in buildings owned or leased by the Employer, this space may be used for meetings during non-business hours by the Union, provided that a request is approved in advance pursuant to the rules of the department concerned.

3.5 The Employer shall furnish to the Union a list of employees and their addresses in the City twice yearly at no cost to the Union. The first such listing will be furnished as soon as possible after execution of this Agreement. The Employer shall furnish to the Union a list of employees and their addresses at other reasonable times on request from the Union. The Union will pay the cost of such additional lists.

ARTICLE 4 - HIRING

4.1 The Employer has the absolute right when vacancies occur, or when it determines that new employees are needed to perform any work covered by this Agreement, to consider any candidates it deems eligible and qualified. The Employer is not limited in the sources it may utilize in obtaining such employees.

4.2 The Employer retains its right to promote or transfer employees as it deems necessary and appropriate. If the Employer decides to mandatorily reassign an employee, the employee shall not suffer a reduction in the regular hourly wage rate.

4.3 An employee who voluntarily terminates his position in good standing while holding a regular position may be rehired with the City of Nome within twelve (12) months from the employee's date of separation and shall not suffer a reduction in personal leave accrual and maintain their previous step while returning only to the same position.

ARTICLE 5 - UNION SECURITY AND DUES CHECK OFF

5.1 CNEA owes all Represented Employees the same responsibilities and is to provide benefits and services to all represented Employees.

An employee representative or Local Union Officer will be allowed to meet with the newly hired employee for up to one (1) hour after the City's new employee orientation. The meeting will be conducted within the first two weeks of employment. Union business leave may be used to cover the time spent on the meeting.

5.2 The Employer will not negotiate with any Employee or organization other than CNEA with reference to terms and conditions of employment of Employees in this Unit.

5.3 Employees covered by this Agreement will have dues, initiation fees or other Employee benefits under this section deducted from the pay to which they are otherwise entitled. Such deductions will be transmitted to the Alaska Public Employees Association (APEA/AFT) along with a list detailing the purpose and names of the Employees from whose pay the deductions were made. Other deductions for Union sponsored benefits programs may be included by mutual agreement. The Employee shall authorize such payroll deductions by a check-off form provided by APEA/AFT. The Employer shall make the deductions so authorized and promptly forward these deductions to APEA/AFT.

5.4 No other Employee organization shall be accorded payroll deduction privileges with regard to the City Employees under this Agreement.

5.5 The Business Manager of APEA/AFT shall immediately notify the City Manager in writing of any increase or decrease in authorized dues, and the Employer shall make the appropriate changes in payroll upon the Employee's authorization.

5.6 CNEA agrees to hold the Employer free from all liability in connection with the collection of dues except that the Employer shall be held to the exercise of ordinary diligence and care in transmittal of the monies to APEA/AFT.

ARTICLE 6 - WAGES

6.1 The minimum straight-time hourly rates of pay and respective classifications covered by this Agreement are set forth in Appendix A to this Agreement.

6.2 The terms of this Agreement are intended to cover minimum wages or other enumerated employee benefits.

ARTICLE 7- LAYOFF, RECALL AND TERMINATIONS

7.1 When the Employer determines that a layoff will be necessary, it shall review the employees' seniority within the department affected. If after evaluation, all factors (e.g., skill, experience, productivity, etc.) are equal, the employee with the least seniority shall be the employee laid off. Temporary and part-time employees within the affected department shall be laid off first before regular, full-time employees are laid off. In those instances where the Employer concludes layoffs are necessary, the Employer may request Employees to volunteer to take leave without pay or to work a reduced workweek.

7.2 An employee being involuntarily laid off (not discharged for just cause or seasonal employee lay off) and who has completed six months' continuous service, shall receive accrued Personal (P1) leave. The Employer will give three (3) weeks' notice or three (3) weeks' pay and benefits in lieu of notice for an involuntary layoff.

7.3 An Employee in layoff status who has not lost his seniority with the Employer shall be recalled to his former position, if it becomes available, or shall be eligible for rehire to any bargaining unit position with the Employer for which he is presently qualified and shall be given preference over a non-employee for such position. An employee recalled to his former position within twelve (12) months shall suffer no loss

of seniority, pay range, step, or benefits. An employee recalled to a new position within twelve (12) months shall maintain his seniority and shall receive pay and benefits commensurate with the position and the employee's qualifications. Except where a position must be filled on an emergency basis, the Employer will post the bargaining unit job opening at City Hall for not less than five (5) work days before filling such position with a non-employee.

7.4 The Employer may discharge or discipline employees for just cause. An employee who has completed his probationary period shall have the right to grieve a discharge or written discipline decision (i.e., not oral counseling or oral warnings) under the specific provisions of the grievance procedure of this Agreement, Article 20, Grievance and Arbitration Procedures.

7.5 If an employee who has completed six months' continuous service is voluntarily terminating his position, he must, absent unusual circumstances, give two (2) weeks' written notice or forfeit accrued personal leave. Any employee discharged by the Employer for just cause forfeits accrued leave.

7.6 In cases of written discipline (including suspension, disciplinary demotion or termination), the Employer agrees to notify the Union in writing concurrent with notification of the employee and commencement of the disciplinary action.

7.7 An employee will not be allowed to terminate from personal leave status (running out leave). In such cases where a resignation is submitted by an employee on leave status, the last day worked will be considered the employee's termination date, and any personal leave accumulated will be cashed out in accordance with Article 13, and the employee may be billed for repayment of the cost of benefits for health insurance and retirement except in extenuating circumstances.

ARTICLE 8 - SENIORITY

8.1 Seniority is defined as an employee's continuous length of service as a regular employee with the Employer. For new employees of the Employer, seniority shall be computed from the inception date of their employment.

8.2 The seniority of an employee shall terminate under any of the following conditions:

- a. When laid off for more than 12 months consecutively.
- b. When an employee resigns from employment.
- c. When an employee is discharged for just cause.

ARTICLE 9 - PROBATIONARY PERIOD, PROMOTIONS & TRANSFERS

9.1 During the initial probationary period an employee may be discharged at the City Manager's discretion, with or without cause. A probationary employee may be disciplined for cause during the probationary period.

9.2 During the initial probationary period, leave will accrue and shall be available in accordance with

the terms of this Agreement. In the event of termination prior to completion of the initial probationary period, there will be no cash-out of leave. Police Officers who have been employed for more than six (6) months, but have not completed their APSC certification and probation, may cash out leave at termination in accordance with Article 7.5.

9.3 An employee who is promoted to a higher-level position prior to completion of his initial probationary period shall complete his probationary period in the lower position by service in the higher position. The employee shall be considered as having regular status in the lower classification at the end of the initial six (6)-month period.

9.4 An employee, whether regular or probationary, who is transferred or promoted from one position into another position shall be considered to be in promotional probationary status for six (6) consecutive months in that new position. A promotion to a position in a higher pay range shall constitute a pay increase of at least one (1) step over the pay range in his previous pay range. An employee moving from one position to a different position at the same pay range shall remain at the same step and all accrued employee benefits shall remain unchanged.

9.5 An employee holding regular status at the time of his promotional probationary appointment to a new position maybe transferred or demoted from the new position and shall be reinstated to his previous position at the step and range occupied at that previous position

9.6 Notwithstanding other clauses of this article, Police Office Trainee's new hires are in a probationary status until obtaining an Alaska Police Standards Council Basic Certificate. Police Officer (Trainee's) shall receive a one (1) step increase at the successful completion of six (6) months service.

9.7 Upon completion of the initial six (6) month probationary period, the employee will receive at least (1) step increase.

ARTICLE 10 - HOURS OF WORK

10.1 The normal work week is defined as a period of forty (40) hours in the seven-day week which begins Friday midnight and concludes Friday midnight. The Employer will endeavor to schedule work so that employees have two consecutive days off each work week. Except as provided in Section 10.2, the Employer shall provide not less than five (5) calendar days' notice of work schedule changes.

A. When scheduling employees, employer will consider seniority and qualifications.

10.2 It is understood and agreed that the Employer may deviate from the normal work schedule resulting from several causes, including but not limited to leaves of absence, absenteeism, employee requests, and temporary shortage of personnel, severe weather conditions and emergencies. Such deviations shall not be considered a violation of this Agreement.

10.3 The Employer will endeavor to post Police Department schedules at least one month in advance of the effective date, provided that the Employer reserves the right to revise such schedules, without penalty, whenever operational needs necessitate such revisions. See Letter of Agreement (LOA) on pages 41 and 42 for Police employees.

ARTICLE 11 - OVERTIME COMPENSATION

11.1 All time worked during the normal work week shall be compensated at the employee's straight-time rate of pay. All time worked in excess of eight (8) hours in any workday or forty (40) hours during any work week shall be considered overtime, except for employees who work "4/10" schedules shall earn overtime pay for hours worked in excess of ten (10) per workday. Employees who work a 12-hour shift will only earn overtime after 12 hours worked. Any overtime to be worked must be authorized by the Employer in advance and shall be paid for at the rate of one and one half (1-1/2) times the employee's straight-time hourly rate of pay, including applicable shift differential, if any. See Letter of Agreement (LOA) on pages 41 and 42 for Police employees.

11.2 It is understood and agreed that overtime may be required by the Employer. Before assigning overtime, the Employer shall seek volunteers from employees in the same job.

ARTICLE 12 – RECALL & STAND BY

12.1 Recall. Employees who have left their normal place of work for their residence at the end of a work shift and are called back shall receive pay of two (2) hours at the double time rate. Hours worked in excess of the two (2) hour minimum shall continue at the double time rate for all hours outside the employee's normal shift. Employees who volunteer to return to work are not on call back status.

12.2 Stand By. Employees required by the Employer to be on standby shall receive pay of no less than (2) hours at double the employee's straight time rate of pay if required on an employee's day off and one (1) hour at the double time rate if required on a regular workday.

12.3 Any employee who is called back by the Employer from approved personal leave will be paid a minimum of (2) two hours double time and shall continue at double time for the remainder of that shift.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 Personal Leave.

Regular and probationary employees shall accrue Personal (P1) leave at the following rates, to be credited to their leave accounts at the end of each calendar month as follows. Employees hired after 1/1/95 (9/30/95 for Police Officers), shall accrue Personal leave as provided in Category A, and employees hired prior thereto shall accrue leave as provided in Category B:

Years of Service	Category A	Category B
Less than two (2) years	22	22 days
Two (2) years, but less than five (5) years	25	25
Five (5) years, but less than ten (10) years	28	28
Ten (10) years, but less than fifteen (15) years	32	32

Fifteen but less than (20)	35	39
Twenty or more	38	41

Regular and probationary employees who work less than full-time shall accrue P1 leave monthly on a prorated basis. Unused (P1) leave in excess of ninety (90) days at the close of business on January 15 of any calendar year shall be cashed out and paid to the employee.

Any eligible employee who is separated from service by layoff, resignation or dismissal shall receive, within three (3) working days, a lump sum payment for the number of days of accrued P1 leave.

Upon the employee's written request to the Employer the employee shall receive payment for all requested accrued but unused P1 leave. Employees must keep a week's worth of leave in either the P1 or P2 account on reserve. The employee's leave balance shall be reduced by the number of days for which payment is made. Payments shall be made within ten (10) working days of the receipt of the request.

13.2 Leave Cash out and Emergency Leave.

Previously converted "Sick Leave" continues to be held by some employees and is known as P2 and emergency leave. The employee may not cash any leave out of the P2 account and must use this leave prior to using P1 leave. Emergency leave may be used with approval from the City Manager for unforeseen traumatic illness or injury to the employee or immediate family and will be taken out of the emergency leave bank for the employee.

13.3 Permissible Uses of Personal Leave.

13.3.1 Personal Leave for non-illness or injury related purposes.

An employee must notify the Employer in advance when personal leave is desired for non-health related reasons. Personal leave requested shall be granted if, in the opinion of the Employer, the employee can be spared from work at the time requested; otherwise such request shall be granted as soon as the employee can be spared from his duties. It shall always be a mutually agreed date for the vacation by the employee and management. When a conflict exists with scheduling vacations seniority will be considered.

13.3.2 Personal Leave for illness or injury related purposes.

An employee must notify the Employer prior to start of his or her scheduled shift, or at the earliest possible time thereafter, of the reason(s) for the employee's absence from work.

Unless otherwise mutually agreed by the Employee and the Employer, after P2 leave is exhausted, an employee's P1 leave account shall be charged for all time off work the Employee is authorized to take which shall be paid leave to the extent of the employee's personal leave account.

Unless otherwise mutually agreed by the Employee and the Employer, the Employee's P1 or P2 leave account, shall be charged for all time off work the Employee is authorized to take for any of the

following reasons, which shall be paid leave to the extent of the employee's personal leave account:

- a. Illness or injury of the employee;
- b. Leave permitted under the Alaska Family & Medical Leave Act, AS 23.10.500-550 or the federal Family & Medical Leave Act of 1993, P.L. 103-3, as the following terms are defined therein, for:
 - i. The employee's own serious health condition;
 - ii. The health of the employee is affected by pregnancy, childbirth or related medical conditions;
 - iii. For up to ten (10) consecutive days to care for the ill or injured child, spouse or parents of the employee, but may be extended at the discretion of the Employer.
- c. The City will pay up to the first forty (40) hours of parental leave subject to City Manager approval. Parenting Leave, not to exceed one hundred sixty (160) hours, within forty-five (45) days following the birth or legal adoption of a child(ren), but may be extended at the discretion of the Employer;
- d. Bereavement Leave In the event of a death in the employee's immediate family: (i.e., spouse or child) or death of the employee's brother, sister, parent, aunt, uncle, grandmother, grandfather, grandchild or parent in-law. Bereavement leave chargeable to an employee's personal leave account will generally be limited to ten (10) days, but may be extended at the discretion of the Employer. The City will grant sixteen (16) hours of bereavement leave paid for by the city. Additional leave may be granted in exceptional circumstances by the city manager or their designee.

13.4 Donation of Leave.

It is desirable from time to time to have a means for employees to assist other employees in times of need. Subject to approval by the City Manager, employees may donate hours to another employee. The leave may be one half from their P1 account and one half from their P2 account. Donations shall be for unforeseen, traumatic illness or injury of the done employee. Such donations of personal leave are intended to be approved only in those cases where the employee who receives the donation of leave has run out of paid leave and has incurred an unexpected, serious illness or injury that requires a substantial absence from work. Such donations generally will not be approved for non-serious, routine or expected health-related absences from work including, but not limited to, minor sprains and breaks, colds and flu, scheduled medical, dental or other health care appointments, elective surgeries, pregnancy and childbirth (without complications), and chiropractic and other physical therapy. The following shall be the vehicle for that purpose.

- a. Each employee wishing to donate leave will fill out, date, and sign a leave slip showing the amount of leave he or she wishes to donate in increments of not less than one (1) day and deliver said leave slip to the Employer. Leave donations will be deducted from the donor's P1 or P2 account.
- b. Each leave slip will have written or typed along the bottom, "Leave donation to (employee name)".
- c. The Employer will not be responsible for the collection of such leave donations, nor for any

statements made in connection with said collection.

d. The Employer will, for purposes of computation, convert the donated leave hours to dollars at the hourly rate of the donor. The dollars will then be converted to hours of leave at the hourly rate of the recipient, and the resulting number of hours will be added to the recipient's P1 account consistent with Subsection 13.3.2 above.

e. A request to donate leave to the credit of another employee's personal leave account will be approved if the designated employee recipient's own leave balances have been exhausted.

13.5 Extended Absence for Disability, Illness or Injury.

Upon application by an employee who has exhausted accrued personal leave, a leave of absence without pay may be granted by the Employer for disability because of illness or injury or other reason permitted by the Family & Medical Leave Acts. Subject to the requirements of the Acts, such leave shall be limited to one (1) month for each full year of service to a maximum of twenty-four (24) months, but no less than that required by law.

The Employer may periodically require that the employee submit a certificate from the attending physician or from a designated physician. If the certificate does not clearly show sufficient disability to preclude the employee from performing the employee's duties or if the employee does not provide the required certificate, the Employer may cancel the leave and require the employee to report to duty on a specified date.

13.6 Absence and Payment for Court Leave.

An employee who is called to serve as a juror or is subpoenaed as a witness during the employee's regular working hours shall be entitled to court leave with pay. Court leave may be required to be supported by written documents such as a subpoena, marshal's statement of attendance and compensation for services, per diem and travel. Employees shall turn over to the Employer all jury and witness fees received from the court as compensation for service and in turn shall be paid their current salary while on court leave. Failure to do so shall result in a deduction of personal leave, or pay, from the Employee in half-day, or whole-day increments. Police Officers see page 27 A.7.

13.7 Non-War Military Duty Absence and Payment.

An employee who is required to report for a military physical examination is entitled to a leave of absence without loss of pay, time or performance rating. The leave of absence shall not exceed three (3) working days.

An employee who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay, time or performance rating without regard to other compensation earned during that period on all days during which the employee is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction, or when under direct military control in the performance of a search and rescue mission. The leave of absence may not exceed sixteen and one-half (16-1/2) working days in any twelve (12) month period, beginning January 16 and ending January 15.

The Employer will make every reasonable effort to schedule the employee's day(s) off to enable

them to satisfy their military obligation.

13.8 Other Approved Absence.

Upon application to and approval by the Employer, an employee may be granted leave of absence without pay. Such leave shall not normally exceed twelve (12) continuous months. Continuous service credit shall not accrue during the period of leave. Said leave of absence shall not be unreasonably withheld.

13.9 Leave for Emergency Operations.

Employees participating in organized federal, state or local-directed emergency operations shall continue to be in work status in their regular jobs. Employees released from work for such purposes shall immediately return to work upon completion of the emergency and any reporting responsibilities which are necessary at that time, unless there is less than two (2) hours remaining in the employee's shift.

ARTICLE 14 - HOLIDAYS

14.1 The following paid holidays shall be recognized for regular and probationary employees.

1.	New Year's Day	First of January
2.	Martin Luther King Day	Third Monday in January
3.	President's Day	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	Fourth of July
6.	Labor Day	First Monday in September
7.	Indigenous People Day 10th	10th Day of October
8.	Alaska Day	18th Day of October
9.	Veteran's Day	11th Day of November
10.	Thanksgiving Day	Fourth Thursday of November
11.	Day After Thanksgiving	Fourth Friday of November
12.	Christmas Day	25th Day of December

Regular employees may request to observe holidays on days other than the scheduled holidays and may do so with the concurrence of the City Manager. Temporary employees are eligible for holiday pay on regular holidays only. To be eligible for a paid holiday, an employee must be in a pay status the last scheduled workday before the holiday and the next scheduled workday following the holiday.

14.2 Regular employees who work on a floating holiday because they are scheduled or required to do so shall have the option of receiving holiday pay (in addition to pay for the time they work) or crediting their (P1) leave accounts for an additional day of work in lieu of the holiday. Other regular employees shall receive holiday pay unless they work on the floating holiday, in which case their (P1) leave accounts shall be credited for an additional day of work in lieu of the holiday. The following days are considered floating holidays:

1. Martin Luther King Day

2. President's Day
3. Alaska Day
4. Veteran's Day
5. Day After Thanksgiving

14.3 Employees who work on holidays shall receive their regular rate of pay for all hours worked and holiday pay in addition thereto, unless the employee works a floating holiday and elects to credit his or her personal leave (P1) account for the floating holiday, as provided in Section 14.2. Holiday pay shall be computed by multiplying the employee's regular hourly rate-of pay by the number of hours the employee is normally scheduled to work (i.e. 7 ½, 8, 10, and 12 hrs.) If an employee is required to work on a non-floating holiday, holiday pay shall be computed by multiplying the employee's overtime hourly rate of pay by the number of hours for the holiday the employee actually works.

14.4 If a holiday to which an employee is entitled falls on the employee's regular day off, he shall be paid the holiday pay.

14.5 If the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

ARTICLE 15 - HEALTH AND WELFARE

The Employer will provide medical insurance and life insurance to employees under the plans and pursuant to the terms set forth in Appendix B to this Agreement.

ARTICLE 16 - RETIREMENT

The Employer will provide a retirement benefit to employees under the plan and pursuant to the terms set for in Appendix C of this Agreement.

ARTICLE 17 - SPECIAL PROVISIONS

The additional contract terms set forth in Appendix D to this Agreement are incorporated herein by this reference.

ARTICLE 18 - DRUG-FREE AWARENESS PROGRAM

18.1 The parties agree that they are committed to maintaining a productive, safe and healthy work environment free from unauthorized drug and unauthorized alcohol use.

18.2 The Substance Abuse Program previously set forth in Appendix F is incorporated herein by reference.

18.3 The Drug-Free Awareness Program adopted by the City of Nome, reflected in Resolution No.R-92-

4-4, is incorporated herein by this reference. The specific provisions of the negotiated "Substance Abuse Program" are set forth in Appendix F to this Agreement.

18.4 In addition to compliance with the Employer's Substance Abuse Program, all employees covered by this Agreement are expected to comply with the following rules regarding substance abuse in the workplace, and any employee who violates these rules is subject to disciplinary action up to and including termination of employment:

18.4.1 The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or the use of alcohol is strictly prohibited in the workplace.

18.4.2 Employees who use prescribed medications that have side effects that may affect their performance, their safety, or the safety of others are required to notify their supervisors of such use and possible side effects. Supervisors may consider reassignment of duties for those employees for those days of medication.

18.4.3 Employees on breaks (e.g., lunch, dinner, rest breaks, etc.) are not allowed to return to their work sites for the completion of their shift if alcohol or controlled substances are consumed during the break.

18.4.4 Employees are required to report to their work site on time and in a condition that will allow them to perform their regular duties in a proper, safe manner. An employee who is temporarily incapable of performing assigned or required job duties will be released from the work site and, if necessary, returned to his or her residence by a fellow employee. Employees shall not receive pay for the hours of release.

18.4.5 Excessive use of alcohol off duty or off-duty use or involvement with illegal drugs that affects an employee's attendance, job performance or conduct may result in disciplinary action up to and including termination of employment.

18.4.6 Employees must, no later than five days after conviction, notify the Employer of such conviction(s) for criminal drug statute violations occurring in the workplace.

18.5 Employees with drug or alcohol-related problems are encouraged to voluntarily seek professional assistance in dealing with those problems. Employees who seek treatment shall discuss the situation with their supervisors if leave time, with or without pay, is required for the employee to obtain treatment or hospitalization. Supervisors are encouraged to grant leave, with or without pay (after all P1 and P2 and personal leave has been exhausted), for such requests. When leave without pay is involved, the employee shall provide a statement from the attending physician or counselor to the supervisor, stating that treatment is being received and describing the length of the treatment program. An employee's job security or promotional opportunities shall not be jeopardized by the employee's voluntary request for leave to obtain counseling or treatment where the employee is not already subject to disciplinary action for violation of the Employer's substance abuse rules.

ARTICLE 19 - NO STRIKE/NO LOCKOUT

19.1 During the life of this Agreement, neither the Union nor its members, agents, representatives, or employees, or persons acting in concert with them, shall directly or indirectly incite, encourage, or

participate in any strike, walk out, slow down, or other work stoppage of any nature whatsoever at the Employer's facilities or other work locations covered by this Agreement. Likewise, no employee covered by this Agreement shall engage in any sympathy strike, picketing, hand billing, walk out or sick out during their work time. In the event of any such prohibited strike, walk out, slow down, work stoppage, any other job action or effect thereof, the Union and its officers will do everything within their power to end or avert the same during the life of this Agreement.

19.2 Nothing herein shall be interpreted as requiring any employee covered by this Agreement (except Nome Police officers) to cross a primary picket line at any Nome Joint Utility System facility. Likewise, nothing herein shall be interpreted as prohibiting employees covered by this Agreement from engaging in picketing, hand billing or other lawful public protest during their non-working time, provided, however, a reason therefore may not be or arise out of a labor dispute with the City of Nome.

19.3 For its part, the Employer agrees not to lock out employees during the life of this Agreement.

ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURES

20.1 For purposes of this Agreement, a "grievance" is defined as a dispute between an employee or the Union and the Employer as to the interpretation, application, or violation of the terms of this Agreement, and shall be processed in accordance with this Article. Grievances must be presented as soon as practicable, but in no event later than thirty (30) calendar days after the occurrence on which the grievance is based. Failure to submit the grievance within such period shall constitute a bar to further action. The act or omission "occurs" on the date the employee or the Union has knowledge thereof, or with reasonable diligence should have had such knowledge.

20.2 There are two types of grievances which shall be processed as follows:

20.2.1 Employee Grievances. An aggrieved employee ("grievant") must present his grievance pursuant to the steps set forth in Section 20.4 below. In presenting his grievance, the grievant shall specify the section or sections of the contract in dispute and shall inform his immediate supervisor that a grievance is being presented.

20.2.2 Union Grievances. The Union may present its grievance in writing directly to the Employer at Step 3. This procedure shall not be used to circumvent Steps 1 and 2 in cases where the acts or omissions of the employee's immediate supervisor are in dispute in the grievance.

20.3 If a grievant does not process the grievance at any step within the time limits set forth in this Article or the Union does not invoke arbitration within the time frame set forth within the time frame set forth in this Article, and if this provision is not waived by mutual written agreement between the Employer and the Union, the grievance shall be deemed barred.

20.4 The following steps shall be followed for resolution of employee grievances. The employee shall have the right to Union representation at each step of the grievance procedure. Therefore, at each step the word "grievant" shall mean the employee presenting the grievance, the Union acting on his behalf, or both: If the grievant is a one week on and off or two weeks on and off, the grievance shall adjust accordingly.

Step 1. A grievance must first be taken up verbally by the grievant and his immediate supervisor.

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No grievance shall be considered presented unless it is specifically identified as a "grievance" and is presented within the time permitted in Article 20.1.

Step 2. If no settlement is reached between the grievant and his immediate supervisor within seven (7) calendar days after presentment of the grievance to the immediate supervisor at Step 1, the grievant shall have seven (7) calendar days to reduce his grievance to writing on the negotiated grievance form (see Appendix E to this Agreement) and to present it to the immediate supervisor.

Step 3. If no settlement is reached by the grievant and his immediate supervisor within seven (7) calendar days after Step 2, the grievant shall have seven (7) calendar days to present the grievance to the City Manager. The City Manager may hold an informal hearing with the grievant, the shop steward or business agent and the employee's immediate supervisor if the City Manager believes that may be useful for resolution of the grievance.

Step 4. If no settlement is reached by the grievant and the City Manager within seven (7) calendar days after Step 3, the Union may demand arbitration. Such demand must be made by the Union within thirty (30) calendar days after the City Manager's decision.

20.5 If more than one grievant file the same or substantially similar grievances, they shall be consolidated and processed as one. One grievant, one employee representative and one business representative may be involved in any meetings with the Employer.

20.6 In the event that the Union demands arbitration of a grievance at Step 4, the parties shall have fourteen (14) calendar days to discuss the selection of an arbitrator. Should the parties fail to agree on an arbitrator within these fourteen (14) calendar day period, either party may request the U.S. Federal Mediation and Conciliation Service to provide a list of seven (7) qualified and approved arbitrators available in Alaska. Within fourteen (14) calendar days thereafter, the parties shall alternately strike one (1) name from the list of arbitrators until only one (1) name remains. That person shall serve as arbitrator unless he is unavailable, in which case the person whose name was stricken next to last shall serve, and so on, until an arbitrator is selected. The first strike shall be designated by coin toss.

20.7 A transcript of the arbitration hearing may be developed at the expense of the initiating party, unless agreed to be shared. Briefs may be submitted. The arbitrator shall render his decision within thirty (30) days after the hearing, or the receipt of briefs if either party wishes. The decision of the arbitrator shall be final and binding upon the parties, so long as it is consistent with this Agreement.

20.8 The arbitrator's function is to interpret the Agreement. The arbitrator shall consider only the particular issue(s) 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 have the power to return a grievant to employee status, with or without restoration of back pay, or to mitigate the penalty imposed by the Employer if the arbitrator concludes the penalty was too severe under all the facts and circumstances of the case.

20.9 If the Employer contends the grievance is time barred, that issue shall be resolved before the arbitrator hears facts or argument of the case on its merits. The arbitrator shall have the authority to rule on that issue immediately after the parties make their presentations.

20.10 Fees and expenses incident to the services of the arbitrator shall be borne entirely as designated by the arbitrator. The arbitrator shall assign such fees and expenses to the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. 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.

ARTICLE 21 - GENERAL PROVISIONS

21.1 This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Alaska, and rules and regulations of federal or state governmental authorities. Should any provisions become unlawful by virtue of the above, or by declaration of any court of competent jurisdiction, such actions shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect through the life of this Agreement. Either party may seek resolution of disputes arising under this provision pursuant to Article 20, Grievance and Arbitration Procedures. If any provision of this Agreement is found to be unlawful, either party may request to negotiate a lawful replacement provision, and the parties shall convene within thirty (30) days for the purpose of negotiating a satisfactory replacement.

21.2 Any changes or amendments to this Agreement must be in writing and duly executed by the parties hereto.

21.3 This Agreement terminates all prior agreements and understandings and concludes all collective bargaining for the duration of this Agreement. If there is any conflict between the terms of this Agreement and any personnel memoranda, policies or ordinances, the terms of this Agreement shall supersede those memoranda, policies or ordinances in their application to this unit.

21.4 The parties hereto 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 as to the exercise of that right and opportunity are set forth in this Agreement. All matters not covered by the language of this Agreement may be administered by the Employer in accordance with such policies and procedures as it from time to time shall determine.

21.5 All facilities operated by the Employer and the Nome Joint Utility System are designated non-smoking areas and shall be observed as such except in designated smoking areas.

ARTICLE 22 - DURATION

The hourly wages and longevity pay negotiated in this Agreement shall become effective at 12:01 a.m. on January 1, 2022 and shall continue in full force and effect through and including 11:59 p.m., December 31, 2024, 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 ninety (90) calendar days prior to the date of expiration. All other changes to the Collective Bargaining Agreement are effective the signing date of this agreement and shall continue in full force and effect through December 31, 2024. All employees in the bargaining unit will receive a onetime five hundred dollar (\$500.00), signing bonus

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upon ratification.

If notice to amend is given, negotiations should commence within thirty (30) calendar 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 the date stated in the notice of termination, which dates shall not be earlier than the date of expiration, and shall be at least ten (10) calendar days subsequent to the giving of such notice to terminate.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this ____ day of _____, 2022.

FOR THE CITY OF NOME:

FOR THE CITY OF NOME EMPLOYEES' ASSOCIATION:

By: _____
Mayor

By: _____
Glenn Steckman
City Manager

By: _____
Jason Roach
APEA/AFT, Chief Spokesperson

By: _____
Wade "Gray" Harrison
CNEA, Local President

By: _____
Margeurite La'Riviere
Negotiating Team Member

By: _____
Peter Le
Negotiating Team Member

By: _____
Cole Cushman
Negotiating Team Member

By: _____
Mimi Farley
Negotiating Team Member

By: _____
Chris Schuneman
Negotiating Team Member

RATIFIED BY THE CITY OF NOME, NOME COMMON COUNCIL this ____ day of _____, 2022.

APPENDIX A

JOB CLASSIFICATIONS, COMPENSATION AND PAY ADMINISTRATION

A.1 JOB CLASSIFICATIONS

Employees in the following job classifications shall be compensated in the pay ranges set forth below:

<u>Job Classification</u>	<u>Pay Range</u>
Attendant (Nome Rec. Center)	9
Library Aide	9
Museum Aide	9
Visitor Center Aide	9
Bowling Mechanic/Attendant	9
Clerical Helper	9
Custodian	10
Library Assistant	11
Museum Assistant	11
Lead Recreation Attendant	11
General Laborer	11
Communications Officer I	11
Evidence Technician	12
DVSA Coordinator	12
Animal Control Officer(inactive)	12
Communications Officer II	12
Assistant Librarian	12
Accounting Clerk	12
Collection Assistant	12
Cemetery Manager	12
Lead Guard	12
Administrative Assistant	13
Communications Officer III	13
Equipment Operator I	13
Building Maintenance I	13
Purchasing Manager	13
Account Technician I	13
City Mechanic	14
IT Specialist	14
Revenue Technician	14
Community Service Officer	14
Equipment Operator II	14

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Accounting Technician II	14
Assistant Director Parks and Rec	14
Emergency Services Tech I	14
Education Public Coordinator	14
Building Maintenance II	14
Communications Supervisor	14
Deputy City Clerk	14
Building Maintenance III	15
Account Technician III	15
Equipment Operator III	15
Deputy Harbormaster	15
Public Safety Administrator(inactive)	15
Emergency Services Administrator	15
Emergency Services Tech II	15
Landfill Operator	15
Police Officer Trainee (Pre-Academy)	15
Police Officer I	16
Road Crew Foreman	16
Building Maintenance Foreman	16
Assistant Finance Director	16
Police Officer II	17
Librarian	17
Police Officer III	18
Investigator	18
Public Works Supervisor	18
Police Sergeant	19
Accreditation Manager	19

A.2 CLASSIFICATION/RECLASSIFICATION

It is the obligation of the Employer to maintain and periodically update the classification system and the pay plan based upon the principle of like pay for like work. All positions subject to this Agreement shall be classified on the basis of job duties and responsibilities in accordance with standard classification procedures.

In the event an employee feels his position is improperly classified, he shall notify his/her supervisor with a written explanation of the perceived inequities. If the supervisor's review does not resolve the employee's concerns, the employee shall then notify the CNEA. The employee must provide a copy of the written explanation and the supervisor's response. If in the opinion of CNEA an inequity exists within the salary structure of classifications within the wage plan, CNEA will file notice with the City Manager. Such notice shall contain a full explanation of the perceived inequities. The City Manager shall provide CNEA with written notification of his evaluation and decision within thirty (30) calendar days after receipt. If CNEA feels that its objection was not satisfactorily addressed by the City Manager, CNEA may enter the grievance procedure at Step 4.

The reclassification shall be retroactive to thirty (30) days from the date the City Manager received notice

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from CNEA, provided final resolution is in favor of the employee.

A.3 SCHEDULE OF PAY RANGES

Employees shall be compensated at the regular hourly rate of pay which corresponds with their pay range and step, as provided in the following schedule.

Current Contract Ending December 31, 2024									
	A	B	C	D	E	F	G	H	I
9	19.97	20.74	21.52	22.33	23.16	24.05	24.97	25.92	26.91
10	21.52	22.33	23.16	24.05	24.97	25.92	26.91	27.93	28.97
11	23.16	24.05	24.97	25.92	26.91	27.93	28.97	30.08	31.22
12	24.97	25.92	26.91	27.93	28.97	30.08	31.22	32.40	33.63
13	26.91	27.93	28.97	30.08	31.22	32.40	33.63	34.92	36.24
14	28.97	30.08	31.22	32.40	33.63	34.92	36.24	37.62	39.06
15	31.22	32.40	33.63	34.92	36.24	37.62	39.06	40.54	42.09
16	33.63	34.92	36.24	37.62	39.06	40.54	42.09	43.68	45.36
17	36.24	37.62	39.06	40.54	42.09	43.68	45.36	47.07	48.86
18	39.06	40.54	42.09	43.68	45.36	47.07	48.86	50.72	52.65
19	42.09	43.68	45.36	47.07	48.86	50.72	52.65	54.65	56.73

Employees shall progress from step to step as follows:

1. Unless the Employer elects to place an employee in a higher initial step, newly hired employees shall start in the "A" step at their pay range. They shall receive 3.8% in six (6) months, provided they have completed the initial six-month probationary period and their performance is satisfactory or better. Thereafter, these employees shall receive 3.8% at a rate of (12) months provided their performance is satisfactory or better at the time they are eligible.

2. Employees who are currently at a step and range "B" through "I" will receive 3.8% at the rate of twelve (12) months per step from the date of position anniversary provided their performance is satisfactory or better at the time they are otherwise eligible for each year of the contract to coincide with the employee's anniversary date, the anniversary date is defined as when the employee becomes regular. As used herein, the word "satisfactory" means performance which adequately fulfills the essential functions or duties of the job.

4. Employees who are at step "I" or above during the term of this Agreement shall thereafter have their base hourly rate of pay increased by three (3) percent each year of the contract to coincide with the employee's anniversary date. Anyone who is still outside the "I" range after the new pay matrix is implemented will received an 8% raise for the first year and then 3% each year thereafter.

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5. All regular full-time employees shall receive a \$500 regional differential payment on January 1, 2022, January 1, 2023, and January 1, 2024. All regular part time and probationary employees shall receive \$500.00. Full time regular employee's must have worked for six (6) months to receive the full differential. Less than 6 months it will be pro-rated. Part time employees will follow the same pro-rated system.

6. Upon ratification of this current contract all members will receive a \$500 signing bonus.

A.4 SHIFT DIFFERENTIALS

All employees whose workday starts at the beginning of or during a scheduled swing shift between the hours of 4:00 p.m. (1600 hours) and 7:59 p.m. (1959 hours) are entitled to an additional Two dollars and zero cents (\$2.00) per hour for all hours worked in each such shift.

All employees whose workday starts at the beginning of or during a scheduled graveyard shift between the hours of 8:00 p.m. (2000 hours) and 5:59 a.m. (0559 hours) are entitled to an additional Two dollars and fifty cents (\$2.50) per hour for all hours worked in each such shift.

A.5 GENERAL PAY ADMINISTRATION

An employee who is temporarily assigned to perform all the duties of a higher classification shall be paid at the rate of the higher range that would be appropriate in case of promotion. The increase shall become effective immediately and shall continue for the duration of the assignment. In the event the employee is promoted to the position on a permanent basis while acting in the position, time spent acting in the higher range shall be counted for purposes of satisfying the promotional probationary period.

A.6 POLICE FIELD TRAINING OFFICER

Police Officers that become certified (FTO) shall receive a step increase are assigned and perform Field Training Officer (FTO) duties shall be paid one dollar (\$1.00) for all hours worked, conducting field training. This pay is in addition to shift differential if applicable.

A.7 COURT TESTIMONY

Police department employees who testify or appear in court during off duty time, shall receive not less than two (2) hours pay for that testimony or appearance. Their rate of pay at the time of the court appearance will either be straight time or over time depending on whether the employee has worked sufficient number of hours in the day/week to qualify for his/her overtime rate.

APPENDIX B

EMPLOYEE MEDICAL AND LIFE INSURANCE PLANS:

B.1 The Plan. Regular full-time employees covered by this Agreement and their dependents, if any, shall continue to be covered by a health care plan chosen by the Employer and acceptable to the employees. The Employer and Employees recognize the importance of a healthy work force and the need for insurance coverage which provides reasonable benefits to employees while containing costs to both parties. It is recognized that changes in the insurance market may affect coverage and premiums, and that plans are subject to renewals on an annual or biannual basis. The Employer will work with Employees in selecting a plan and its components. To the extent that the provisions of the Plan in effect from time to time may not be consistent with provisions of this Appendix, the terms of the Plan as agreed shall control. Probationary employees hired after the effective date of this Agreement do not participate in the Plan until after 31 days of employment.

Health benefit premiums paid by the Employer shall be capped at \$2300. The City and Union agree to aggressively pursue cost savings and cost reductions through the committee set out below.

Should the premium rates increase beyond the cap, covered employees shall have the option of paying fifty percent (50%) of the difference between the actual and the capped premium rates (to retain the same level of health insurance benefits), or reducing health insurance benefits to the level available at the capped premium rates, if such option is available under the Plan. If the cost of insurance exceeds the cap and the employees elect to pay their fifty percent of excess premiums, the Employer shall pay the other fifty percent (50%) thereof.

If said plan annual deductible exceeds \$500, the City shall reimburse the employee for the amount over \$500 per person or \$1500 per family per plan year upon presentation of proof of payment. The Employer will reimburse such out of pocket expenses not covered by another source upon presentation of proof of payment

B.2 Labor-Management Committee on Employee Benefits. The parties agree to form a Labor-Management Committee on Employee Benefits (hereinafter the "Committee"). The Committee shall be composed of not less than four (4) representatives, two from the bargaining unit appointed by the Union and two (2) from the Employer who shall be appointed by the Mayor of Nome. The Committee shall select a chairperson from its membership. By majority vote of the Committee, additional seats on the Committee may be provided to labor and management representatives within the Nome Joint Utility System and to representatives of other interested, Nome-based employers, provided that an equal number of labor and management seats shall be maintained at all times. A quorum for Committee meetings shall be a simple majority of its members.

The Committee shall be empowered to study and recommend health care benefits to be provided employees of the City of Nome and other participating employers, bearing in mind the objectives of identifying and recommending effective cost-saving measures. Topics which the Committee may investigate include, but are not limited to, determination of dates of eligibility for coverage, benefit schedules, deductibles, co-payment provisions, preferred provider programs, wellness programs, and other options designed to contain costs and enhance benefit options. The Committee may meet on call of its chairperson or whenever a simple majority of its members request a meeting.

Neither the Employer nor the Union shall be required to accept recommendations made by the Committee, and implementation of any such recommendations shall require the mutual written consent of the Employer and the Union.

B.3 Life Insurance. The Employer shall provide and pay the premium for face value of \$50,000 life-insurance for each probationary full-time and regular full-time employee. Upon the death or dismemberment of an employee, benefits will be paid by the insurance carrier directly to the employee's beneficiary (ies) subject to the terms and conditions of the carrier's policy. The city will work with the union to develop group rates for additional benefits such life insurance and flexible spending accounts.

APPENDIX C

EMPLOYEE RETIREMENT PLAN

The Employer shall participate in the Public Employees' Retirement System of Alaska and shall continue to maintain a deferred compensation program currently in effect for bargaining unit members.

APPENDIX D

The following special provisions are incorporated in the Agreement:

D.1 NONDISCRIMINATION

CNEA agrees to continue to admit all City Employees to membership and represent all Employees without regard to race, religion, color, national origin, sex, age, physical handicap or political affiliation.

D.2 MERIT PRINCIPLE

The parties agree that it is their mutual intent to strengthen the merit principle in the City, and shall use all due diligence to maintain the merit principle among public employees.

The merit principle is the principle that the most qualified person has the most opportunity for employment reward and advancement.

D.3 PERFORMANCE STANDARDS

Delivery of municipal services in the most efficient, effective and courteous manner is of vital importance to the City and the Union. The identification of duties and expectations of employees is the corner stone of such services. The Union recognizes the City's right to establish a system of performance standards and acceptable performance levels to be utilized to measure the performance of each employee or group of employees.

The Employer reserves the right to adopt and implement policies and procedures for periodic evaluation of employee performance, and to amend or repeal same, provided, however, that an employee may request to be evaluated not more than one (1) time during any one calendar year, and the

evaluation shall be provided in writing within thirty (30) days. The Employer may make annual or more frequent written evaluations at its discretion. Any such policies and procedures shall be consistent with this Agreement.

D.4 IDENTIFICATION CARDS

The Employer shall apply identification cards to those of its employees whom the Employer determines may need such cards in the performance of City business. This card shall contain the employee's picture, name, job title, department, and signature, City of Nome identification and other information as required by the Employer. The card is the property of the City of Nome and shall be issued when the employee reaches permanent status and shall be returned by the employee to the Employer prior to issuing the employee's final paycheck.

D.5 SAFETY EQUIPMENT

It shall not be a violation of this Agreement nor grounds for dismissal if an employee refuses to work on an unsafe job, provided the job is found to be unsafe by the Alaska Department of Labor. Any safety equipment required by AS 18.60 to make a job safe shall be supplied by the Employer. The Employer shall abide by AS 18.60 when applicable.

Disciplinary action shall not be taken under this Article until the Department of Labor has made a finding on safety. If the Department of Labor finds the job to be safe and in the remote possibility that subsequent disciplinary action is taken, the Employee shall have recourse to the Grievance and Arbitration Procedure, Art. 20.

D.6 CONTRACTING OUT

If analysis of its operation by the Employer indicates contracting out is reasonably expected to result in a reduction in cost, increase efficiency in the delivery of services to the public, or otherwise benefit the Employer and the taxpayers of Nome, and it is reasonably expected to result in the displacement of any regular employee, the Employer shall first notify the Union in writing of the proposed action. The Employer shall provide the Union with copies of cost analyses, comparisons of employee vs. contract costs, or other documents on which the proposed action is based. The Union is invited and encouraged to meet and confer with the Employer at reasonable times regarding the proposed action, and no final action shall be taken by the Employer within thirty (30) days of its notice. If after consultation with the Union, the Employer adopts the plan to contract out the work, all affected employees shall be given thirty (30) days advance notice or full pay and benefits in lieu of thirty (30) days notice. The Employer will make reasonable efforts to assist displaced employees in being considered for employment with the contractor, or to transfer them to other available positions with the Employer for which they are qualified.

Nothing in this article shall prevent the Employer from continually analyzing its operations for the purpose of identifying cost saving opportunities.

D.7 PRINTING OF AGREEMENT

The parties agree that the cost of printing the Agreement will be shared equally by the parties.

D.8 AVAILABILITY OF PARTIES TO EACH OTHER

CNEA and the Employer agree to meet at reasonable times to discuss the interpretation and application of this Agreement. CNEA and the Employer agree within thirty (30) days of the effective date of this Agreement to name and advise the other party of their representative for this purpose.

APPENDIX E
CITY OF NOME
GRIEVANCE FORM

FILE NO: _____

Grievance Step # _____

1. Name of Grievant _____

2. Mailing Address _____

3. Department _____ 4. Job Class _____

5. Initially discussed with supervisor on _____

6. Labor Agreement Provision Allegedly Violated _____

7. Nature of Grievance _____

8. When did this occur? _____

9. Relief sought _____

Date

CNEA Representative or Employee Signature

10. Name of Respondent _____

11. Title _____

12. Date Received _____

13. Respondent's Remarks _____

14. Respondent's Decision _____

Date

Respondent Signature

APPENDIX F
SUBSTANCE ABUSE PROGRAM

In accordance with Article 18 of the Collective Bargaining Agreement between CNEA and the City, the parties hereby agree to the following Substance Abuse Program:

F.1 Testing Objectives:

- a. Prohibited Substances: A drug is defined as any substance which may impair mental or motor function including but not limited to illegal drugs, controlled substances, designer drugs, synthetic drugs and look-alike drugs. Alcohol is defined as any beverage or substance containing an alcohol. (See addendum "A" for guidelines).
- b. Legal Drugs: The use of drugs which are lawfully obtained and properly used shall be permitted provided their use does not interfere with the individual's proper and safe work performance.
- c. Management will be responsible for all costs incurred for testing done at their request.
- d. Management will be responsible to provide training of their supervision in problems of substance abuse and to maintain a level of on-going training to enable their supervision to recognize impairment and conditions indicating potential substance abuse.

F.2 Probable Suspicion of Impairment/Accident Involvement:

- a. Probable suspicion means suspicion based on specific personal observations that the Employer representative can describe concerning the appearance; behavior; or speech or breathe odor in conjunction with appearance or behavior of the employee. Probable suspicion must be documented at or near the time of the observation. Observation must be witnessed by two (2) individuals, one of whom must be a supervisor that has actually observed the employee's behavior. Being in an accident or causing an accident may be sufficient to establish probable suspicion.
- b. Employees must report to the testing facility the use of medically authorized drugs and any over-the-counter drugs taken prior to testing.
- c. An employee consenting to the testing will be transported to the testing laboratory by management. After the test is completed, the employee will be transported back to his/her residence for the balance of the work day. The employee will be allowed to take personal leave after arriving at his/her residence for work missed.
- d. If the test results are negative the employee will receive full back pay based on a regular work schedule, if personal leave was not taken. If personal leave was taken, the employee's leave account

shall be reimbursed. No further action will be taken.

e. Under no circumstances will either the Employer or the Union be informed beyond a negative or positive outcome of any testing conducted.

F.3 Consent and Transportation Procedures:

a. Employer shall inform employee that he/she has been observed, as per Section F.2 (a), that he/she appears impaired/or has been involved in an industrial accident, and will be required to submit to a drug/alcohol test.

b. Give employee(s) copy of impaired behavior report and/or a copy of the accident report indicating employee(s) involvement in the reportable on-the-job accident as per Section F.2 (a). Explain that because of the observation or report of employee's behavior, it is necessary to verify the employee's physical capability at that point in time. Ask the employee whether he/she is aware of any medical condition which may cause the behavior or if he/she has been taking any prescription or non-prescription medication which may impair safe and/or efficient job performance.

c. Complete a consent form. In each and every case, read the form to the employee prior to obtaining the employee's signature authorizing the exam/test and release of medical condition and any test results. No changes are to be made on the consent form. Both the observing witnesses shall complete the Impaired Behavior Report form. In completing the form, the witnesses shall be as accurate and detailed as possible, recording their observations of the employee's behavior which led to their decision to require an exam/test. The witnesses shall state what they actually observed, but refrain from making statements about possible causes of the behavior or making judgmental conclusions.

If the employee refuses to promptly take the exam/test or sign a consent form:

- i. Make it clear to the employee that the request to sign the form and take the exam/test is a direct order.
 - ii. Ask the employee if he/she understands the order. (If the employee responds that he/she does not understand the order, explain your order again.)
 - iii. Explain to the employee that failure to comply with the order constitutes insubordination which will result in termination.
 - iv. Issue a second direct order to sign the form and take the exam/test.
 - v. If the employee refuses, inform the employee that he/she is terminated.
- d. The employer shall arrange for transportation and accompany the employee to the exam/test site. Employer shall notify the Union that the employee is being transported for an exam/test, unless waived by the employee, and shall transport the employee to the exam/test site. Upon arrival, the Employer will complete the necessary laboratory form(s). The employee will be tested by laboratory personnel or physician. At the conclusion of the examination and test(s), Employer shall transport the employee in accordance with Section F.2 (c).

F.4 Type of Test:

- a. All alcohol testing to utilize the alcohol dehydrogenase method indicating impairment.
- b. Drug testing is to be initially conducted by the EMIT test. There shall be no blood testing.
- c. All positive EMIT/ADH tests will be verified by a GC/MS (Gas Chromatography/Mass Spectrophotometry) test. Disciplinary action against an employee may only be taken if the GC/MS is positive at a level exceeding the levels in the Federal Regulation issued by the Department of Health and Human Resources/Department of Transportation. Any changes in the Federal Regulations would be re-negotiated prior to inclusion.

F.5 Testing, Procedural Safeguards:

- a. The Employer and the Union will select the laboratory, and follow the testing procedures that will meet the DOT guidelines for testing and chain of custody and will provide quality control procedures, and assure the maximum in confidentiality.
- b. In the event of positive test results, the employee may request, within ten (10) days a sample of his/her urine specimen from the medical facility for the purpose of re-testing at a qualified drug testing laboratory. Chain of custody for this sample shall be maintained between management and the employee's designated qualified laboratory. Re-testing shall be performed at employee's expense. In the event of conflicting results, the employer may require a third (3rd) test. Should the results of this test be positive, the employee may be terminated. In the event of negative test results on the re-tests, the employer shall pay for the re-tests and any lost straight time wages or leave used.
- c. An employee shall have the right to use the grievance/arbitration system to challenge any aspect of the testing procedures.
- d. Any employee who successfully challenges a positive result shall be reimbursed for the costs associated with challenging the test.
- e. The Employer and the Union reserve the right to require additional safeguards that serve the best interest of the employee or the Program, subject to mutual agreement.

The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise out of the Employer's application of the Substance Abuse Program.

The Substance Abuse Program shall be subject to annual review by a Labor/Management Committee.

F.6 Voluntary Rehabilitation:

Employees who voluntarily request assistance in dealing with personal substance abuse problems may request Family Medical Leave and may utilize personal leave, or leave without pay to participate in a rehabilitation program without jeopardizing their continued employment with the City, provided they stop all involvement with any and all such substances. Voluntary participation treatment programs will not prevent disciplinary action(s) for procedure violations that have already occurred.

At the conclusion of treatment, arrangements for drug screen follow-up testing will be made. Specific guidelines will be agreed upon by management, supervisors and the rehabilitated employee at the time the employee returns to work. Employees will be allowed only one voluntary or involuntary rehabilitation chance during their employment at the City.

F.7 Involuntary Rehabilitation:

Employees who test positive for alcohol and are determined by a substance abuse professional to be a "qualified individual with a disability" may be afforded the opportunity for involuntary rehabilitation.

If involuntary rehabilitation is offered, the employee must make and keep an appointment with a substance abuse professional within 10 days of notification of a positive alcohol test and notify the City of the date of such appointment. During this ten (10) day period, the employee will be suspended and placed on leave without pay. After the employee meets with the substance abuse professional and confirms that he/she has signed a Release of Information and has made a commitment to work cooperatively with the substance abuse professional, the City will hold the termination in abeyance pending successful completion of any and all treatment/recovery programs prescribed by the substance abuse professional and/or their referrals.

The terms and conditions will be incorporated in a Recovery Contract agreed upon by the employee and the substance abuse professional. The employee will be required to enter into a Treatment/Recovery Contract with the substance abuse professional for a period of time as specified by the substance abuse professional.

The employee must sign the standard Release of Information allowing the substance abuse professional to talk to the employee's supervisor about the employee's recovery program, his/her progress with the program, and whether successful completion of the program was accomplished.

The employee will remain suspended during the recovery period and will be placed in a personal LWOP status. The employee will be eligible for return to work to his/her, position after the successful completion of the substance abuse professional Treatment/Recovery Contract. To be eligible for reinstatement, the individual must provide documented proof to the substance abuse professional, and the substance abuse professional must confirm to the Employer that the individual has met all the conditions of the Treatment/Recovery Contract.

All costs of the treatment/recovery program will be borne by the employee or any insurance he/she may have. City insurance is available through a self-pay program for employees in a LWOP status.

Before returning to work after successful completion of the substance abuse professional programs, the employee will be required to enter into a Return to Work Contract with the City. The Return to Work Contract may run concurrently with the substance abuse professional Treatment/Recovery Contract. Failure to successfully complete the substance abuse professional Treatment/Recovery Contract or failure to successfully meet all the terms and conditions of the City's Return to Work Contract will be grounds for immediate termination.

F.8 Compliance with the Americans with Disabilities Act (ADA):

(Excerpts taken from the February 15, 1994 Federal Register (59 CFR 7311) for your reference. The Department referenced herein refers to the U.S. DOT. Employer refers to the City.)

The Americans with Disabilities Act of 1990 (ADA) does not, in any way, preclude or interfere with the employers' compliance with the Department's new or existing drug and alcohol testing regulations. However, Title I of ADA, which prohibits discrimination against a "qualified individual with a disability," may affect the personnel actions an employer may wish to take with respect to some individuals who test positive for drugs or alcohol, or otherwise violate the prohibitions of the Department's drug and alcohol rules.

The ADA specifically authorizes employers covered by DOT regulations to require their employees to comply with the standards established in those regulations, including complying with any rules that apply to employment in safety-sensitive positions as defined in the DOT regulations. Under the ADA, an employee is not viewed as "discriminating" for following the mandates of DOT drug and alcohol rules.

The ADA specifically provides that an employee or applicant who is currently engaging in the illegal use of drugs is not a "qualified individual with a disability." It is clear that an individual who has a positive test result on a DOT-mandated drug test is currently engaging in the illegal use of drugs. Therefore, under Title I, an employer may discharge or deny employment to an individual who has a positive result on a U.S.DOT-mandated drug test.

Unlike the situation with respect to current use of illegal drugs, the use of alcohol contrary to law, Federal regulation, or employer policy does not deprive an individual of status as a "qualified individual with a disability" that he or she would otherwise have under Title I. An individual is protected by Title I, however, only if the individual has a disability in the first place. While, as the EEOC noted in its Title I regulation "individuals disabled by alcoholism are afforded the same protections accorded other individuals with disabilities" (56 CFR 35752, July 26, 1991), not all individuals who use alcohol in violation of the law, Federal regulations or employer policy are "disabled by alcoholism."

Under Title I, an alcoholic or a person who no longer uses drugs illegally and is receiving treatment or who has been rehabilitated successfully may be a person with a disability and may be entitled to consideration of accommodation, if s/he is qualified to perform the essential functions of a job. However, an employer may discipline, discharge or deny employment to an alcoholic whose use of alcohol adversely affects job performance or conduct to the extent that s/he is not qualified. An employer may hold an employee who engages in illegal use of drugs or who is an alcoholic to the same qualification standards as other employees, even if the unsatisfactory performance or behavior is related to the drug use or alcoholism of the employee.

The ADA does not preclude an employer from disciplining or dismissing an employee who commits a violation of the employer's conduct and performance standards.

GENERAL ALCOHOL AND/OR DRUG SCREEN
PERFORMANCE IMPAIRMENT EXAM CONSENT

Employee Name: _____

Date: _____

Name of Management Representative
Requesting Exam: _____

Name of Management Representative
Accompanying Employee: _____

Medical Consent: I, _____, consent to the collection of my urine sample by the hospital/laboratory staff as requested by the Employer to determine the presence of alcohol and/or drugs, if any.

Authorization to Release information: I, _____, authorize the hospital/laboratory to release a statement that the EMIT/GC-MS test result is positive or negative to my Employer/Union.

I understand that my alteration of this consent form, refusal to consent or cooperate fully with the collection of urine samples or my refusal to authorize the release of the results to my Employer/Union constitutes insubordination and is grounds for termination.

I also understand that a positive result on the tests, or, evidence of adulteration of the sample, may be grounds for disciplinary action up to and including termination.

Employee's Signature

Date

Management Representative's Signature

Date

Management Representative's Printed Name

IMPAIRED BEHAVIOR REPORT FORM

When requesting a Performance Impairment Exam, the Management Representative must complete this form and attach it to the "Consent Form". Please describe the behavior or reported behavior that causes you to suspect _____ is impaired.

Speech _____

Dexterity _____

Standing/ _____

Walking _____

Judgment/ _____

Decision-
making _____

Appearance
(eyes, _____

clothing,
etc.) _____

Supervisor

ADDENDUM "A"		
URINE DRUGS OF ABUSE THRESHOLDS		
	Screening Cutoff	Confirmatory Threshold
Alcohol – (Ethanol)	0.03 g/dl	0.3 g/dl
Amphetamines- Amphetamine Methamphetamine	1000 ng/ml	500 ng/ml
Barbiturates- *Butalbital *Phenobarbital Secobarbital	300 ng/ml 1000 ng/ml 1000-3000 ng/ml 300 ng/ml	300 ng/ml
Benzodiazepines- *Chlordiazepoxide *Diazepam Oxazepam	300 ng/ml 3000 ng/ml 2000 ng/ml 300 ng/ml	200 ng/ml
THC (Marijuana)	100 ng/ml	15 ng/ml
Cocaine Metabolite- Benzoylecgonine	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	100 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
Opiates- Codeine Morphine	1000 ng/ml 300 ng/ml	300 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	100 ng/ml
* Starred items cannot be detected at the lower recommended level. They first show up at the higher defined level due to current sensitivity of the testing procedures.		

