

Presented By:
Utility Manager

Action Taken:
Yes 6
No 0
Abstain 0

CITY OF NOME, ALASKA

RESOLUTION NO. R-20-01-08

**A RESOLUTION APPROVING THE LABOR AGREEMENT BETWEEN NOME JOINT UTILITY
SYSTEM AND THE ALASKA PUBLIC EMPLOYEES ASSOCIATION (APEA/AFT) THROUGH
DECEMBER 31, 2022**

WHEREAS, the labor agreement between the Utility and the unions representing employees in the water & sewer and administrative service expired on December 31, 2019; and,

WHEREAS, representatives of the parties met to negotiate a successor agreement, and said negotiations resulted in a tentative agreement; and,

WHEREAS, the Utility Board has reviewed the recommendation and adopted NJUB Resolution 20-03 supporting the negotiated agreement offer effective through December 31, 2022, and recommends to the Nome Common Council that the contract be approved.

NOW, THEREFORE, BE IT RESOLVED that the Nome Common Council concurs with the recommendation of the Utility Board, as expressed in NJUB Resolution 20-03, that the successor agreement between NJUS and the Alaska Public Employees Association (APEA/AFT), effective through December 31, 2022, be hereby approved.

APPROVED and SIGNED this 27th day of January, 2020.



JERALD BROWN, Acting Mayor

ATTEST:



BRYANT HAMMOND, City Clerk



NOME JOINT UTILITY SYSTEM

NOME JOINT UTILITY BOARD

RESOLUTION 20-03

**A RESOLUTION TO THE NOME COMMON COUNCIL RECOMMENDING APPROVAL OF THE
PROPOSED AGREEMENT BETWEEN NOME JOINT UTILITY SYSTEM AND THE ALASKA PUBLIC
EMPLOYEES ASSOCIATION (APEA/AFT) LOCAL 6138
FOR A SUCCESSOR AGREEMENT THROUGH DECEMBER 31, 2022**

WHEREAS, NCO 15.10.030(d) requires the Utility Board to study and make recommendations on public utility matters, including labor relations; and,

WHEREAS, employees in the water/sewer and administrative offices are represented by the Alaska Public Employees Association; and,

WHEREAS, the Utility has tentatively agreed to an extension of the labor agreement between NJUS and APEA for a period through December 31, 2022 under substantially the same terms and conditions as the existing agreement;

NOW THEREFORE BE IT RESOLVED that the Nome Joint Utility Board expresses themselves as being in favor of the proposed Collective Bargaining Agreement between the Nome Joint Utility System and APEA, with a term ending December 31, 2022; and,

BE IT FURTHER RESOLVED that the Nome Joint Utility Board recommends to the Nome Common Council approval of said Agreement.

SIGNED THIS 21 DAY OF January, 2020 AT NOME, ALASKA.

Carl Emmons, Chairman
NOME JOINT UTILITY BOARD

ATTEST:

David Barron, Secretary
NOME JOINT UTILITY BOARD



NOME JOINT UTILITY SYSTEM

a component unit of **CITY OF NOME**

P.O. Box 70 • Nome, Alaska 99762 • (907) 443-NJUS • Fax (907) 443-6336

NJUB Meeting Date: January 21, 2020

Collective Bargaining Agreements: IUOE Local 302, & APEA/ AFT Local 6138 1/1/20 -12/31/22

Resolution 20-02: A Resolution to the Nome Common Council recommending approval of the proposed agreement between Nome Joint Utility System and the International Union of Operating Engineers, Local 302 for a successor Agreement through December 31, 2022

Resolution 20-03: A Resolution to the Nome Common Council recommending approval of the proposed agreement between Nome Joint Utility System and the Alaska Public Employees Association/AFT, Local 6138 for a successor Agreement through December 31, 2022

The existing labor agreements were extended by mutual agreement from their December 31, 2019 expiration date to February 12, 2020 to allow for continued negotiations. Parties have met and tentatively agreed to successor agreements.

In the 1990's, the City and Utility spent extensive time and effort on standardizing agreements amongst the various bargaining units to come up with essentially a "Master Agreement" – the main body Articles. With only minor union-specific items, these are and have remained very similar. In this process, the intention was to maintain standard terms for ease of administration and parity across the labor pool, and that in succeeding agreements, the appendices dealing with economic issues could be the focus. Since they were negotiated, this has been the case; although there have been proposals over time seeking to adjust the terms, for the most part, these have not been accepted.

Proposed contract changes:

- **Unused Sick Leave Conversion to Annual Leave**

In the last cycle, one of the bargaining units floated the proposal to change the sick leave and annual leave provisions to a single personal leave category. (This system was adopted in the City of Nome Agreement several years ago, but the Utility declined to move in that direction.) The proposal was received again this cycle. After discussion, the outright change was declined, but a modified proposal was jointly developed through negotiation and is proposed for all units:

On January 1st of each year, employees may elect to convert unused sick leave accumulated during the prior to annual leave with a fifty percent (50%) conversion rate. (Example: 8 days unused of sick leave accumulated during the prior year can be converted to 4 days of annual leave and the sick leave account will be reduced by 8 days.)

NJUS is an equal opportunity provider and employer

Providing reliable utility services to system rate payers efficiently and economically by prudently operating and maintaining system assets in a fiscally responsible manner

This change is seen by management as benefiting the employer as follows:

Sick leave accruals fall into a wide spectrum of balances. There are employees who do not routinely use sick leave, possibly viewing it more as “an insurance policy”, while on the other end, there are employees who have had to use it or may view it as an “earned benefit”.

Management believes that if there is potential economic benefit to the employee to hold on to sick leave that there will likely be less use of it for sporadic minor ailments. While management does not want folks coming in to work sick, it is felt that the change may give employees more thought to calling in sick for a day if linked to an economic benefit.

- APEA/AFT Contract’s overtime compensation modified to match IUOE
 - Sixth consecutive work day at 1-1/2 X the base rate for the first 10 hours. Time worked in excess of 10 hours compensated at 2 times the employee’s straight time rate of pay.
 - Seventh consecutive full work day compensated at 2 times the employee’s straight time rate of pay.
- Wage adjustments for current employees are set at 3%, 2%, 2% respectively for each year of the contract for both agreements.
- Employee retirement for IUOE increased \$1.50 / hr (\$1 new money plus \$0.50 shifted from the 2020 wage increase).
- Employees covered by APEA/AFT contract to receive a \$500 / year regional differential payment, which is consistent with the City’s APEA/AFT contract.
- Health insurance premium caps increased as shown below. IUOE has its own trust and APEA/AFT follows the City’s model for insurance.

UNION	2019 CAP	2020 CAP	2021 CAP	2022 CAP
IUOE 302	\$ 1,682	\$ 1,766	\$ 1,854	\$ 1,946
APEA/AFT	\$ 2,000	\$ 2,132	\$ 2,239	\$ 2,340

Recommended action:

That the Board adopt Resolutions 20-02 and 20-03, approving the Agreements with IUOE-Local 302 and APEA/AFT Local 6138, and recommend their approval to the Nome Common Council.

AGREEMENT

between



**Alaska Public Employees
Association/AFT(AFL-CIO)
Local 6138**

&



NOME JOINT UTILITY SYSTEM

a component unit of the CITY OF NOME

January 1, 2020 – December 31, 2022

**COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN
THE NOME JOINT UTILITY SYSTEM
AND
ALASKA PUBLIC EMPLOYEES ASSOCIATION/AFT LOCAL 6138**

THIS AGREEMENT is made and entered into by and between the Nome Joint Utility System (hereinafter referred to as the "Employer" or "the Utility"), and the Alaska Public Employees Association (hereinafter referred to as the "APEA/AFT").

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 APEA/AFT to continue harmonious and cooperative relationships between Employees and the Employer to ensure orderly and uninterrupted operations of the utilities. This policy is effectuated by the provisions of the Public Employment Relations Act, AS ch. 23.40, of the State of Alaska and 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 APEA/AFT 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 APEA/AFT 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, which includes the Utility Manager, the Assistant Utility Manager, other management personnel and employees who are members of other bargaining units.

1.3 The positions listed below are hereby exempted from the bargaining unit covered by this Agreement:

- Utility Manager
- Assistant Utility Manager
- Chief Financial Officer
- Power Plant Employees
- Line Crew Employees
- Water/Sewer Superintendent

Any new positions created subsequent to the effective date of the Agreement are considered covered positions unless excluded by mutual agreement, or, lacking agreement, by determination of the Alaska Labor Relations Agency.

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 work week.

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) hours per work week. 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. Seasonal Employee. A seasonal employee is an employee hired on a recurring basis (e.g., during each summer construction season), but is not considered a regular full-time or part-time employee. Seasonal employees shall be considered as being in probationary status for the first six (6) months of their employment, or if they work at least half of a construction season and are rehired for the following construction season, whichever period is less. Subject to their initial probationary status, seasonal employees shall receive all benefits of this Agreement for which they are otherwise eligible during the term of their active employment by the Employer. Seasonal employees who are employed more than six (6) consecutive months do not become regular full-time or part-time employees.

e. 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 retirement legal assistance fund or holidays. If the Temporary employee's employment exceeds six (6) consecutive months, the employee will become a regular part-time or full-time employee, as appropriate, and will be considered as having completed probationary status.

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 Utility 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. A grant employee is an employee hired by the Employer to perform work funded by a nonrecurring grant. Grant employees are not covered by this Agreement, however if a grant employee's employment exceeds six (6) consecutive months, the employee shall as of that date be accorded all provisions of this Agreement and will become a regular part-time or full-time employee, as appropriate.

1.4.3 Leave Day. A leave day is the average number of hours worked per day (disregarding overtime hours) in a five (5) day work week (i.e. straight-time work week hours divided by five).

1.4.4 Tense, Number, and Gender. As used in this Agreement:

- Words in the present tense include the past and future tenses, and words in the future tense include the present tense.
- Words in the singular number include the plural, and words in the plural number include the singular.
- Words of the masculine gender include the feminine and the neuter, and when so indicated, words of the neuter gender may refer to any gender.

1.4.5 Just Cause. Just cause means but is not limited to excessive tardiness, incompetence, unsatisfactory performance of duties unexcused absenteeism, drunkenness, dishonesty and gross disobedience.

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 utilities and to direct its work force. Such functions of the Employer include, but are not limited to:

- Recruit, examine, select, promote, transfer and train employees of its choosing, and to determine the methods of such actions;
- 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;
- 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;
- Establish reasonable work rules, assign the hours of work, and assign employees to shifts of its designation.

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

ARTICLE 3 - UNION RIGHTS

3.1 Up to two (2) bargaining unit members may be designated by APEA/AFT as Employee Representatives, and the Employer shall recognize them as representatives of the APEA. The APEA/AFT 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 reasonable time during working hours available to the Employee Representative to handle grievances or to provide information concerning APEA/AFT to new Employees. 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.

3.3 APEA/AFT representatives who are not employees of the Utility shall be authorized and empowered to speak for the APEA/AFT in all matters governed by this Agreement. Upon reasonable advance notice from a APEA/AFT representative to the Utility Manager or designee, the APEA/AFT 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 APEA/AFT, provided that a request is approved in advance pursuant to the rules of the department concerned.

3.5 The Employer shall furnish to the APEA/AFT's Fairbanks and Juneau offices a list of employees and their addresses in the City twice yearly at no cost to the APEA/AFT. The first such listing will be furnished as soon as possible after execution of this Agreement. The Employer shall furnish to the APEA/AFT a list of employees and their addresses at other reasonable times on request from the APEA/AFT. The APEA/AFT 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, if no employees are eligible for recall pursuant to Article 7.3. 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 When a vacancy occurs or a new position is established within a department, that department head shall give first preference to employees within NJUS if eligible for the position. The job announcement will include the job description and salary information. The announcement shall be circulated among employees and they shall be afforded the opportunity to apply for the position. Interested employees will receive an interview prior to the commencement of further recruitment.

ARTICLE 5 - APEA/AFT SECURITY AND DUES CHECK OFF

5.1 During the term of this Agreement, the Employer shall deduct Union dues from the pay of each employee who voluntarily executes a dues deduction checkoff & membership authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union each month by check together with a payroll report to include a list of the individual names and amounts withheld to the Union. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deduction. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to defend, indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wages of such employee.

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

5.3 The Business Manager of APEA/AFT shall immediately notify the Utility 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.

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. The Employer may at any time place higher wages and other employee benefits in effect and may reduce the same to the minimums stated in this Agreement at any time without the prior consent of the APEA/AFT.

ARTICLE 7 - LAYOFF AND DISCHARGE

7.1 When the Employer determines that a layoff will be necessary, it shall review the employees' seniority within the department affected. If 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) and who has completed six months' continuous service, shall receive accrued annual leave. The Employer will give two (2) weeks' notice or two (2) 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 the Utility Offices 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 discipline (i.e., only written reprimands and suspension) decision 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 annual leave.

7.6 In cases of written reprimand, suspension and discharge, the Employer will notify the APEA and the affected employee of its actions in writing, together with a written statement of the reason(s) for its action concurrent with the action, or as soon thereafter as is practicable.

7.7 An employee will not be allowed to terminate from annual leave status ("running out" annual leave). In such cases where a resignation is submitted by an employee on annual leave status, the last day worked will be considered the employee's termination date, and any net accrued annual leave will be paid to the employee in accordance with Article 13, subject to offset by the Employer to recoup the cost of benefits provided the employee after the termination date.

ARTICLE 8 - SENIORITY

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

8.2 For the purpose of layoff of positions in the bargaining unit, negotiating team members from the date of their election, and employee representatives shall head the seniority list of department service, provided that the employee has at least six (6) months continuous service as a designated employee representative.

8.3 APEA/AFT shall be responsible for providing a current list of negotiating team members and employee representatives to the employer within thirty (30) days after the signing of this Agreement. The super seniority list shall be updated by APEA/AFT, in writing, to the Employer as appropriate throughout the duration of the Agreement.

8.4 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 disciplined or discharged at the Utility Manager's discretion, with or without cause.

9.2 During the initial probationary period, annual and sick 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.

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.

9.5 An employee holding regular status at the time of his promotional probationary appointment to a new position may be 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 Upon promotion to a position in a higher pay range, an employee shall be placed at the entry level step or such other step as will result in an increase in their rate of pay.

9.7 An employee who is moved 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 except that the employee shall serve a new probationary period in accordance with Article 9.4.

ARTICLE 10 - HOURS OF WORK

10.1 The normal work week is defined as a period of five (5) consecutive work days totaling forty (40) hours in the seven day week which begins Friday midnight and concludes the following Friday midnight.

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

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 per workday or forty (40) hours during any work week shall be considered overtime work unless the Employer and the employee enter into a voluntary flexible work hour agreement similar to the agreement permitted by 8 AAC 15.102. The employee's overtime rate shall be equal to one-and-one-half times the employee's straight time rate of pay, payable as follows:

11.1.1 The ninth (9th) and tenth (10th) hour of each day worked, if it is a continuation of the shift work, shall be compensated at the employee's overtime rate.

11.1.2 Time worked in excess of ten (10) hours as a continuation of the shift shall be compensated at two (2) times the employee's straight-time rate of pay.

11.1.3 All work the employee is scheduled or required to perform on the employee's sixth or seventh consecutive workday shall be compensated at the following rate of pay:

11.1.3.1 Sixth consecutive work day: one and one-half (1-1/2) times for the first 10 hours. Time worked in excess of ten (10) hours shall be compensated at two (2) times the employee's straight-time rate of pay.

11.1.3.2 Seventh consecutive full work day: two (2) times the employee's straight-time rate of pay.

11.3 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 - CALL OUT & STANDBY

12.1 Call Out. When an Employee is called out for extra duty, he shall receive a minimum of two (2) hours pay at two (2) times the employee's straight-time rate of pay. Hours worked in excess of the two (2) hour minimum shall continue at the double time rate.

12.2 Standby. Employees required by the Employer to be on stand-by on a Saturday, Sunday or holiday shall receive standby pay of no less than two (2) hours at double the employee's straight-time rate of pay. Employees required to be on stand-by on other weekdays shall receive pay of no less than one (1) hour at double the employee's straight-time rate of pay. Stand-by pay shall be in addition to call-back pay.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 Annual Leave.

Regular and probationary employees shall accrue annual leave at the following rates, to be credited to their annual leave accounts at the end of each calendar month as follows. Employees hired after July 1, 1995 shall accrue annual leave as provided in Category A, and employees hired prior to July 1, 1995 shall accrue leave as provided in Category B:

<u>Years of Service</u>	<u>Category A</u>	<u>Category B</u>
Less than two (2) years	15 days	15 days
Two (2) years, but less than five (5) years	15	18
Five (5) years, but less than ten (10) years	18	21
Ten (10) years, but less than fifteen (15) years	22	27
Fifteen or more years	25	30

Notwithstanding the above schedule, employees with ten or more years of service with the Employer as of July 1, 1995 shall continue to accrue annual leave at their highest rate under any previous contract. Further, any current employee who has attained a higher accrual rate under the previous contract will not suffer a reduction, but will be frozen at the higher rate until such time as they would be eligible for additional annual leave in accordance with the above schedule.

Regular and probationary employees who work less than full-time shall accrue annual leave monthly on a pro-rata basis. Regular employees may use annual leave accrued to their accounts. Probationary employees may not take annual leave until they complete their probationary period unless annual leave is required for verified, approved Family Medical Leave after all sick leave has been exhausted.

All employees shall be required to use ten (10) days of annual leave each calendar year. Failure to do so will result in the unused portion of the ten (10) days being deducted from the accumulated accrual, provided the Employer has afforded adequate opportunity for the employee to have used the leave and has denied no request for such leave, in which case the unused portion of the leave will remain in the employee's leave account.

Unused leave in excess of sixty (60) days at the close of business on January 15 of any calendar year shall be deducted from the employee's leave balance. Such leave shall be deducted without compensation, provided the Employer has afforded adequate opportunity for the employee to have used the leave and has denied no request for such leave, in which case the deducted leave shall be paid.

Any employee who is called back by the Employer from approved annual leave will be paid at the rate of time and one-half for all such time worked.

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 annual leave.

Once each year, upon the employee's written request to the Employer, the employee shall receive payment for accrued but unused annual leave up to a maximum of twenty (20) days in any calendar year. Additional days may be granted in demonstrated hardship cases. The employee's leave balance shall be reduced by the number of days for which payment is made. Such payment shall not eliminate the employee's obligation to use at least ten (10) annual leave days per year. Payments shall be made within ten (10) working days of the receipt of the request.

An employee must notify the Employer in advance when annual leave is desired. Annual 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.

13.2 Sick Leave.

Regular and probationary employees shall accrue sick leave at the rate of twelve (12) days per year (one (1) day per month) of service. Part-time employees shall accrue sick leave on a pro-rata basis. Regular and probationary employees may use sick leave accrued to their account.

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.

Sick leave generally will not be granted in excess of three (3) consecutive days without being substantiated by a doctor's certificate. The Employer may require a doctor's certificate for sick leave requests of less than three days if the employee has a record of prolonged or repeated sick leave use.

Employees may accumulate not more than one thousand (1,000) hours of sick leave.

13.2.1 At separation, an employee who provides one-hundred twenty (120) or more days' advance notice of separation of service shall receive twenty-five (25%) of the value of their unused sick leave accrued, up to a maximum cash out of four hundred (400) hours or a maximum value of \$5,000, whichever is less. (Example: 400 hours on the books; can receive cash value for 100 hours.)

13.2.2 On January 1st of each year, employees may elect to convert unused sick leave accumulated during the prior year to annual leave with a fifty percent (50%) conversion rate. (Example: 8 days of unused sick leave accumulated during the prior year can be converted to 4 days of annual leave with the sick leave account reduced by 8 days.)

13.3 Permissible Uses of Annual Leave and Sick Leave.

13.3.1 Annual Leave.

Unless otherwise mutually agreed by the employee and the Employer, an employee's annual 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 annual leave accrual:

13.3.2 Sick Leave.

Unless otherwise mutually agreed by the Employee and the Employer, the Employee's sick 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 sick leave accrual:

- 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 three (3) 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. Parenting leave, not to exceed one-hundred sixty (160) hours, within forty-five 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 sick leave account will generally be limited to three (3) days, but may be extended at the discretion of the Employer.

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 Utility Manager, employees may donate from their accrued, unused sick leave to another employee in case of unforeseen, traumatic illness or injury of the donee employee. Such donations of sick 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 healthcare 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 sick leave 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 sick leave bank for use consistent with Subsection 13.3.2 above.
- e. A request to donate leave to the credit of another employee's sick 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 annual leave and sick 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 eighteen (18) 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, excluding per diem, travel or other direct expense reimbursements, and in turn shall be paid their current salary while on court leave.

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 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.

13.10 Assistance in Schools

To the extent such participation will not adversely affect the operations and is prearranged with the Employer, an employee may participate in educational activities in schools for up to 4 hours/month and continue to be in work status in their regular jobs.

13.11 Leave Carryover by Seasonal Employees

Seasonal Employees shall be allowed to "roll over" their Annual and Sick leave from one employment season till the next employment season (maintain the annual and sick leave hours in their annual and sick leave accounts from one work season until their next work season).

ARTICLE 14 - HOLIDAYS

14.1 The following paid holidays shall be recognized for regular employees who have completed new hire probation:

1.	New Years Day	First of January
2.	Martin Luther King Day	Third Monday in January
3.	President's Day	Third Monday in February
4.	Seward's Day	Last Monday in March
5.	Memorial Day	Last Monday in May
6.	Independence	Fourth of July
7.	Labor	First Monday in September
8.	Alaska	18th Day of October
9.	Veteran's Day	11th Day of November
10.	Thanksgiving	Fourth Thursday of November
11.	Day after Thanksgiving	Fourth Friday of November
12.	Christmas	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 Utility Manager. Probationary and temporary employees are not eligible for holiday pay. To be eligible for a paid holiday, an employee must be in a pay status the last scheduled work day before the holiday and the next scheduled work day 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 annual leave accounts for an additional leave day in lieu of the holiday. Other regular employees shall receive holiday pay unless they work on the floating holiday, in which case their annual leave accounts shall be credited for an additional leave day in lieu of the holiday. The following days are considered floating holidays:

1. Martin Luther King Day
2. President's Day
3. Seward's Day
4. Alaska Day
5. Veteran's Day
6. 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 annual leave 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. 7-1/2, 8, 10, etc.) If an employee is REQUIRED to work on a holiday, the employee shall be compensated at one and one-half times his regular rate of pay for all such holiday hours worked, and shall receive holiday pay in addition thereto.

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

employee's annual leave time, the employee shall receive and be paid for an additional day of annual leave in lieu of the holiday.

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

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

ARTICLE 16 - RETIREMENT

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

ARTICLE 17 - SPECIAL PROVISIONS

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

ARTICLE 18 - SUBSTANCE ABUSE PROGRAM

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

18.2 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:

- 18.2.1 The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or the use of alcohol is strictly prohibited in the work place.
- 18.2.2 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.
- 18.2.3 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.
- 18.2.4 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.

18.2.5 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.

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

18.3 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 sick and annual 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 APEA/AFT 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, walkout, slowdown, 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, handbilling, walkout or sickout during their work time. In the event of any such prohibited strike, walkout, slowdown, work stoppage, any other job action or effect thereof, the APEA/AFT 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 to cross a primary picket line established by the APEA/AFT at any City of Nome (non-Nome Joint Utility System) facilities. Likewise, nothing herein shall be interpreted as prohibiting employees covered by this Agreement from engaging in picketing, handbilling 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 APEA/AFT 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 APEA/AFT 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 or her 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 or her immediate supervisor that a grievance is being presented.

20.2.2 APEA/AFT Grievances. The APEA/AFT 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 APEA/AFT does not invoke arbitration 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 APEA/AFT, 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 APEA/AFT representation at each step of the grievance procedure. Therefore, at each step the word "grievant" shall mean the employee presenting the grievance, the APEA/AFT acting on his or her behalf, or both:

Step 1. A grievance must first be taken up verbally by the grievant and his or her immediate supervisor. 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 or her 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 or her grievance to writing on the negotiated grievance form (see Appendix E to this Agreement) and to present it to the immediate supervisor. The supervisor shall provide a written response to the grievance.

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

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

20.5 If more than one grievant files 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 APEA/AFT 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 this 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 APEA/AFT. 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 with the following exceptions:

- 21.5.1 Designated smoking areas, at least one of which shall be designated by the Utility Manager in each of Building 68, the Power Plant, and the Wastewater Treatment Facility;
- 21.5.2 At public functions or events where smoking is permitted; and
- 21.5.3 As directed by the Utility Manager with respect to Utility facilities and the City Manager with respect to City facilities.

22.1 This Agreement shall become effective at 12:01 a.m. on January 1, 2020, and shall continue in full force and effect through and including 11:59 p.m., December 31, 2022, 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. 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.

1/1/20-12/31/22

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>
<u>OFFICE:</u>	
Accounts Receivable/Billing Technician	13
Accounting Technician I	13
Accounting Technician II	15
Accounting Technician III	17
Accounting Clerk I	7
Accounting Clerk II	9
Accounting Clerk III	11
Accounting Clerk, Senior	17
Receptionist/Clerk I	6
Receptionist/Clerk II	8
Receptionist/Clerk III	10
Administrative Assistant I	14
Office Manager	19
<u>WATER & SEWER:</u>	
Foreman	19
Operator I	14
Operator II	16
Operator III	18
Operator in Training	12
Seasonal	12
Temporary	10

A.2 CLASSIFICATION/RECLASSIFICATION

It is the obligation of the Employer to maintain 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 or her position is improperly classified, the employee shall notify APEA/AFT with a written explanation of the perceived inequities. If in the opinion of APEA/AFT an inequity exists within the salary structure of classifications within the wage plan, APEA/AFT will file notice with the Utility Manager. Such notice shall contain a full explanation of the perceived inequities. The Utility Manager shall provide APEA/AFT with written notification of his evaluation and decision within thirty (30) calendar days after receipt. If APEA/AFT feels that its objection was not satisfactorily addressed by the Utility Manager, APEA/AFT may enter the grievance procedure at Step 4.

The reclassification shall be retroactive to thirty (30) days from the date the Utility Manager received notice from APEA/AFT, provided final resolution is in favor of the employee.

A.3 SCHEDULE OF PAY RANGES

Employees shall be compensated at the straight-time hourly rate of pay which corresponds with their pay range and step, as provided below:

RANGE	A	B	C	D	E	F
6	\$ 13.60	\$ 14.11	\$ 14.64	\$ 15.19	\$ 15.76	\$ 16.35
7	\$ 14.65	\$ 15.20	\$ 15.77	\$ 16.36	\$ 16.97	\$ 17.61
8	\$ 15.77	\$ 16.36	\$ 16.97	\$ 17.61	\$ 18.27	\$ 18.96
9	\$ 16.99	\$ 17.63	\$ 18.29	\$ 18.98	\$ 19.69	\$ 20.43
10	\$ 18.31	\$ 19.00	\$ 19.71	\$ 20.45	\$ 21.22	\$ 22.02
11	\$ 19.65	\$ 20.39	\$ 21.15	\$ 21.94	\$ 22.76	\$ 23.61
12	\$ 21.18	\$ 21.97	\$ 22.79	\$ 23.64	\$ 24.53	\$ 25.45
13	\$ 22.85	\$ 23.71	\$ 24.60	\$ 25.52	\$ 26.48	\$ 27.47
14	\$ 24.54	\$ 25.46	\$ 26.41	\$ 27.40	\$ 28.43	\$ 29.50
15	\$ 26.37	\$ 27.36	\$ 28.39	\$ 29.45	\$ 30.55	\$ 31.70
16	\$ 28.44	\$ 29.51	\$ 30.62	\$ 31.77	\$ 32.96	\$ 34.20
17	\$ 30.56	\$ 31.71	\$ 32.90	\$ 34.13	\$ 35.41	\$ 36.74
18	\$ 32.92	\$ 34.15	\$ 35.43	\$ 36.76	\$ 38.14	\$ 39.57
19	\$ 35.42	\$ 36.75	\$ 38.13	\$ 39.56	\$ 41.04	\$ 42.58

Employees shall progress from step to step as follows;

- Newly Hired Employees.** Unless the Employer elects to place a newly hired employee in a higher initial step, the newly hired employee shall start in the "A" step at the appropriate range. The newly hired employee shall progress to the "B" step (or next higher step, as the case may be) in twelve (12) months provided the employee has completed the initial six-month probationary period and the employee's performance has been satisfactory or better at the twelve-month anniversary. Thereafter, the employee's rate of pay shall be determined pursuant to paragraphs A.3.2 immediately below.
- Regular Employees.** All regular full-time and regular part-time employees who are already employed by the Employer as of the effective date of this Agreement, and at subsequent anniversary dates, unless otherwise promoted or demoted, regular employees shall remain in the same pay range and their rates of pay shall be determined as follows:
 - Effective January 1, 2020, their rate of pay shall be increased by 3.0%
 - Effective January 1, 2021, their rate of pay shall be increased by 2.0%
 - Effective January 1, 2022, their rate of pay shall be increased by 2.0%
- Full time employees shall receive a \$500 regional differential payment on January 1, 2020, January 1, 2021 and January 1, 2022. Part time employees shall receive a pro-rated regional differential based on the number of hours worked in a pay period.

A.4 GENERAL PAY ADMINISTRATION

An employee who is temporarily assigned by the Utility Manager in writing to perform the duties of an employee in a higher classification shall be paid at the rate of the higher range that would apply in case of promotion. The increase shall become effective immediately after 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 position shall be counted for purposes of satisfying the promotional probationary period.

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 workforce 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 as indicated below:

Effective as of	Cap
1/1/2020	\$2,132
1/1/2021	\$2,239
1/1/2022	\$2,340

. The Employer 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 \$500.00, the Employer shall reimburse the employee for the amount over \$500.00 per person or \$1,500.00 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. The Employer will develop a Health Reimbursement Arrangement (HRA) plan and administer reimbursements under said plan.

B.2 Labor-Management Committee on Employee Benefits. The parties agree to the formation of a Labor-Management Committee on Employee Benefits (hereinafter the "Committee") by the City of Nome. 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 City who shall be appointed by the Mayor of Nome. The Committee shall select a chairperson from its membership. 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 \$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.

APPENDIX C

EMPLOYEE RETIREMENT PLAN:

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

Probationary employees hired after the effective date of this Agreement shall be considered to have permanent status from a PERS perspective.

APPENDIX D

The following special provisions are incorporated in the Agreement:

D.1 NONDISCRIMINATION

APEA/AFT agrees to continue to admit all Utility 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 Utility and the Employer shall maintain the merit principle with its employees. The merit principle is the principle that the most qualified person has the most opportunity for reward and advancement.

D.3 PERFORMANCE REVIEWS

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 supply every regular employee with an identification card. This card shall contain the employee's name, job title, department, signature, Utility identification and other information as required by the Employer. The card is the property of the Employer and shall be issued when the employee reaches regular status and shall be returned by the employee to the Employer at the end of employment.

D.5 SAFETY EQUIPMENT

It shall not be a violation of this Agreement nor grounds for dismissal if any 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 chapter 18.60, Alaska Statutes, to make the job safe shall be supplied by the Employer. The Employer shall abide by chapter 18.60 standards, when applicable.

Disciplinary action shall not be taken under this provision until the Department of Labor has made a finding on safety. If the Department of Labor finds the job to be safe and if disciplinary action is taken, the employee shall have recourse to the Grievance and Arbitration Procedures, 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 APEA/AFT in writing of the proposed action. The Employer shall provide the APEA/AFT with copies of cost analyses, comparisons of employee vs. contract costs, or other documents on which the proposed action is based. The APEA/AFT 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 APEA/AFT, 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 CLOTHING FURNISHED

The Employer will supply annually to all regular and probationary employees who work with the water and sewer mains, and with the sewage treatment plant, two (2) summer and two (2) winter insulated overalls, two (2) pairs of rubber rain trousers, one (1) pair rubber boots and one (1) rubber coat, with rubber and cloth gloves supplied as needed. Employer shall replace worn or torn clothing as requested by the foreman. The employee shall keep clothing clean and in good repair. The Employer will provide a washer/dryer for the employees' use.

D.9 MILEAGE REIMBURSEMENT

Mileage shall be reimbursed at the rate of \$4.00 per trip for those employees who use personal vehicles for Utility business with the Utility Manager's written approval.

D.10 EDUCATIONAL ASSISTANCE

The Employer will fund necessary educational expenses, including course fees, books and supplies, for regular full-time employees for courses which are reasonably expected to improve the employee's work performance subject to the following conditions:

1. The employee receives advance written authorization from the Utility Manager to take the course for the reasons stated above;
2. The employee completes all curricular requirements of the course; and
3. The employee receives a grade of "C" or better in a letter graded course or a grade of "Pass" in a Pass/Fail course.

In the event the employee fails to satisfy any of the foregoing conditions, the employee will promptly reimburse Employer for all funds advanced.

D.11 BLOODBORN PATHOGENS POLICY AND PROCEDURES

Within 3 months of the effective date of this Agreement, the Employer shall adopt a policies and procedures relating to bloodborn pathogens, including HIV. The policies and procedures should cover safe handling of sewage wastes and provide for a training program.

D.12 LEGAL ASSISTANCE FUND

The Employer agrees to contribute to the support of the employee legal assistance fund in the amount of \$12.00 per month for all regular employees employed on the last day of the month. The Employer agrees to make contributions monthly on forms provided by APEA/AFT.

D.13 SUCCESSORSHIP

In the event the Nome Joint Utility System is combined with the City of Nome during the term of this Agreement, the terms of this Agreement shall continue to apply to all employees covered thereby until the expiration date of this Agreement, or as otherwise expressly agreed in writing by the parties.

D.14 FLEX SCHEDULE

Notwithstanding Articles 10 and 11 of the Agreement, the Employer may adopt a flex schedule for some or all of the employees covered by the Agreement. The flex schedule may provide for a normal work week of four (4) ten-hour days, with overtime to be paid for all hours worked in excess of ten (10) hours per day. Under a flex schedule, the eleventh (11th) and twelfth (12th) hours worked in any workday shall be compensated at one and one-half times the employee's straight-time rate of pay, and the thirteenth (13th) and higher hours worked in any workday shall be compensated at two (2) times the employee's straight-time rate of pay. The Employer may, in its discretion, adopt or discontinue such flex scheduling on two (2) weeks' notice to the Union and the affected employees. Similarly, the Union may discontinue a flex schedule by giving the Employer two (2) weeks' notice.

D.15 ASSOCIATION BUSINESS LEAVE

The Employer shall maintain an Association Business Leave bank and shall carry over to this Agreement the accrued, unused leave balance therein as of December 31, 1994, less deductions therefrom since that date. Bargaining unit employees may contribute annual leave days to the Association Business Leave bank. Withdrawals from the bank will be for the purposes of contract negotiations and formulation, executive meetings, training sponsored by the Association and other related purposes as determined by the Chairperson of the Nome Joint Utility System APEA Chapter. The authorized APEA Employee Representative shall notify the Employer fifteen (15) days in advance of a withdrawal from the bank and the names of the Employees who will be using the leave, provided, however, that no leave under this provision shall be granted with less than three (3) days notice, except for extenuating circumstances. If the duties of the authorized employee are such that his immediate supervisor is unable to approve the leave, another Employee shall be appointed as an alternate.

APPENDIX E

**NOME JOINT UTILITY SYSTEM
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

APEA/AFT Representative or Employee Signature

10. Name of Respondent _____

11. Title _____ 12. Date Received _____

13. Respondent's Remarks _____

14. Respondent's Decision _____

Date

Respondent

APPENDIX F

SUBSTANCE ABUSE PROGRAM

In accordance with Article 18 of the Collective Bargaining Agreement between APEA/AFT and the Nome Joint Utility System, 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 and detracts from an employee's fitness level to perform duties or jeopardizes safety of the employee and those around him/her. This includes, but is not limited to, illegal drugs, controlled substances, designer drugs, synthetic drugs and look-alike drugs and alcohol. 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 and the ability to properly and safely operate work equipment and tools.

(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 breath odor 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 who 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.

(d) If the test results are negative the employee will immediately be reinstated in his/her previous position, will receive full back pay based on a regular work schedule, and no further action will be taken.

(e) Should the test results be positive, the Employer may terminate the employee without pay except for actual time worked on the day that the test was conducted. Employees have the right to obtain test results from the testing facility.

(f) 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:

1. Make it clear to the employee that request to sign the form and take the exam/test is a direct order.
2. 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.)
3. Explain to the employee that failure to comply with the order constitutes insubordination which will result in termination.
4. Issue a second direct order to sign the form and take the exam/test.
5. 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 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.

(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 utilize sick leave, annual leave, or leave without pay to participate in a rehabilitation program without jeopardizing their continued employment with the Employer, 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 Employer.

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 Employer 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 Employer 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. Employer 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 Employer. 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 Employer'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* (59CFR 7311) for your reference. The Department referenced herein refers to the U.S. DOT. Employer refers to the Utility.)

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 employer 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 for employment or job performance as it holds 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 urine samples 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 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

(Use reverse side if additional space is required to record behaviors in areas outlined above.)

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 the current sensitivity of the testing procedures.		