

**CITY OF WASILLA  
RESOLUTION SERIAL NO. 08-34**

**A RESOLUTION OF THE WASILLA CITY COUNCIL RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WASILLA AND INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302 DATED JULY 1, 2008 THRU MARCH 31, 2011.**

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WHEREAS, on October 2, 2007 the citizens of the City of Wasilla voted for the passage of Ordinance Serial No. 07-45 providing for collective bargaining of City employees; and

WHEREAS, the City desires to promote harmonious and cooperative relations between the City of Wasilla (Employer) and the International Union of Operating Engineers, Local 302 (Union); and

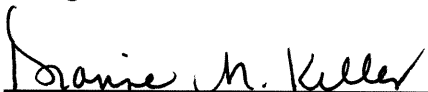
WHEREAS, the Employer has an interest to protect the public by assuring orderly and effective operation of government and to promote efficiency and economy in service to the citizens and business community of Wasilla; and

WHEREAS, both parties agree to formally record collective bargaining agreements between the Employer and the Union on matters of wages, hours and terms of employment.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Wasilla, Alaska by this resolution ratifies the agreement between the City (Employer) and the and the International Union of Operating Engineers, Local 302 (Union) for the period of July 1, 2008 – March 31, 2011 to maintain an environment that fosters good will and fair relations between the Employer and Union.

ADOPTED by the Wasilla City Council on August 11, 2008.

ATTEST:

  
\_\_\_\_\_  
DIANNE M. KELLER, Mayor

  
\_\_\_\_\_  
KRISTIE SMITHERS, MMC  
City Clerk

[SEAL]



**CITY OF WASILLA  
LEGISLATION STAFF REPORT**

**RE: Resolution Serial No. 08-34:** Ratifying The Collective Bargaining Agreement Between The City Of Wasilla And International Union Of Operating Engineers, Local 302 Dated July 1, 2008 Thru March 31, 2011.

Agenda of: August 11, 2008  
Originator: Marvin Yoder, Deputy Administrator

Date: August 4, 2008

Route to:	Department	Signature/Date
	Public Works Department	
X	Finance Department	
X	Deputy Administrator, Planning, Economic Development, Human Resources	<i>Marvin Yoder</i>
X	City Clerk	<i>[Signature]</i>

**REVIEWED BY MAYOR DIANNE M. KELLER:** *Dianne M. Keller* 8/4/08

**FISCAL IMPACT:**  yes\$ or  no      Funds Available  yes  no

Account name/number:

Attachments:

**SUMMARY STATEMENT:**

The City and Local 302 Operating Engineers began negotiating a Labor Agreement in the spring of 2008. On July 17, 2008 we reached a tentative agreement with the negotiating team.

Subsequently, Representatives of Local 302 met with the Public Works employees to present the proposed contract to the membership. The employees voted to accept the contract.

Staff requests that the Council enter into Executive Session for the purpose of reviewing the details of the proposed contract. After the Executive Session discussion, staff recommends for the Council to vote to approve Resolution Serial No. 08-34 (Item "B" under New Business).

# AGREEMENT

Between

City of Wasilla

And

International Union of Operating Engineers  
Local 302

Effective July 1, 2008 through March 31, 2011

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THIS AGREEMENT made and entered into this 11th day of August, 2008, by and between the City of Wasilla, hereinafter called the City, and the International Union of Operating Engineers, Local 302, hereinafter called the Union.

**ARTICLE 1  
PURPOSE OF THIS AGREEMENT**

The purposes of this Agreement is to promote the settlement of labor disagreement by conference, to prevent strikes and lockouts, to stabilize conditions in work in the area affected by this Agreement, to prevent avoidable delays and expense, and generally to encourage a spirit of helpful cooperation between the City and employee groups to their mutual advantage.

**ARTICLE 2  
RECOGNITION**

The City hereby recognizes, during the term of this Agreement, the Union as the sole and exclusive bargaining representative for the employees performing work covered by the classifications set forth in this Agreement.

**ARTICLE 3  
UNION ACTIVITIES**

**3.1 NON-INTERFERENCE**

The City agrees that it will not attempt to interfere between any of its employees and the Union and that it will not restrain any employee from belonging to the Union or from taking an active part in Union affairs and it will not discriminate against any employee because of his Union membership or lawful Union activity.

**3.2 SHOP STEWARD**

The Union may appoint such Shop Stewards who shall be working employees. A Shop Steward may spend a reasonable amount of time during working hours without loss of pay attending to Union business within the department upon the prior approval of the immediate supervisor so long as such time is not detrimental to department operations. The duties and activities of the Shop Stewards shall include handling of complaints, grievances, administration of the agreement and time spent tending to Union business shall be reflected upon their time sheet.

### 3.3 ACCESS TO CITY WORK LOCATIONS

The Union shall have as its representative a business agent who shall be authorized to speak for the Union in all matters covered by this Agreement, and shall be permitted to visit any work location at any time provided that such visits do not interfere with the performance of work. The Union agrees to give prior notice to the Department Director before arrival.

## **ARTICLE 4 PRODUCTIVITY**

The overriding consideration in the establishment of productivity standards is an honest day's work for an honest day's pay. The issue of assuring the community that they are receiving the best services for their tax dollars is of critical interest to both the City and the Union. The Union recognizes that the establishment of such productivity standards and improvements is the right and obligation of management. It is further recognized that the Union has the right to be informed of the implementation of productivity standards and the employees shall be in full support.

Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. Work procedures, schedules and assignments or any other means of increasing productivity may be established and/or revised from time to time at the discretion of the City so long as this Agreement is not violated.

## **ARTICLE 5 COVERAGE**

This agreement shall cover all regular full-time, part-time and seasonal employees in the Public Works Department, except for those designated appointed, supervisory, confidential, or clerical, consistent with the Certification of Election issued by the State Labor Relations Agency.

## **ARTICLE 6 UNION SHOP**

### 6.1 MEMBERSHIP OR SERVICE FEE REQUIREMENT

It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, within thirty (30) days following either the effective date of this Agreement or the first day of the employee's employment with the City whichever is later, become and remain members or service fee payers in good standing.

## 6.2 DISCHARGE FOR NONCOMPLIANCE

The City will, within fourteen (14) calendar days after receipt of written notice from the Union, discharge an employee who is not in good standing. Upon written notice of such discharge, an employee may avoid discharge by contacting the Union to establish or re-establish good standing with it prior to the effective date of the discharge.

## 6.3 INDEMNIFICATION

The Union agrees to save harmless from and indemnify the City for any liability that may arise from any acts of the City, which result from its adherence to the requirements for dismissal contained within this Article.

## 6.4 PAYROLL DUES DEDUCTIONS

Upon written authorization of an employee, the City shall deduct monthly from the payroll of the employee the amount of working dues and any other fees as certified by the secretary in writing to the Mayor, or designee, and deliver said amount by the 15<sup>th</sup> of the month following the month in which they were deducted to the designated agent of Union.

## ARTICLE 7 VACANCIES AND PROBATIONARY PERIODS

7.1 Positions covered by this Agreement shall be regular full-time, regular part-time and regular seasonal. The City agrees it will not utilize temporary employees to reduce the number or avoid the filling of regular positions in the Department.

7.2 The Public Works Director is responsible for filling vacancies in the Department, subject to the approval of the Mayor. Hiring decisions are at the sole discretion of the City.

7.3 When there are current, qualified employees within the Department interested and available for the vacancy, the City shall endeavor to hire, promote or transfer from within the existing work force.

7.4 If the vacancy is not filled from within the Department, the Public Works Director shall contact the Union Hiring Hall in writing. The Union Hiring Hall shall have two (2) working days to refer qualified applicants before the Public Works Director advertises the vacancy. The Public Works Director shall not be required to hire any referral from the Union Hiring Hall.



**7.5 PROBATIONARY PERIODS**

- A. All regular employees shall serve an initial six (6) months probationary period.
- B. Any regular employee that promotes, transfers, or demotes to a different job classification shall serve a six (6) months probationary period without any loss of benefit or entitlement under this agreement.

**ARTICLE 8  
NO STRIKE - NO LOCKOUT**

This Agreement is a guarantee by both parties that there will be neither strikes nor lockouts during the life of the Agreement.

**ARTICLE 9  
NON-DISCRIMINATION**

It is hereby agreed that there shall be no discrimination by the City against any employee because of race, color, religion, sex, age, national origin, political affiliation, marital status, veteran status, ancestry, disability or any other federal, state or local protected status. It is hereby agreed that there shall be no discrimination by the Union against any bargaining unit member because of race, color, religion, sex, age, national origin, marital status, veteran status, ancestry, disability or any other federal, state or local protected status. The term "he" used in this Contract shall also mean "she" and singular usage shall also mean the plural of these terms. The term "workmen" shall mean "worker" or "employee".

**ARTICLE 10  
DISCIPLINE - DISCHARGE**

10.1 The City retains the right to discipline and discharge an employee for just cause. Just cause shall include, but not limited to, offenses such as drunkenness on the job, theft, fighting, verbal, or physical assault of the employee or supervisor, insubordination, gross disobedience, absence of an employee for three (3) consecutive working days without approval, and habitual absenteeism or tardiness.

10.2 In administering discipline, up to and including discharge, the City reserves the right to issue the appropriate level of discipline depending on a variety of circumstances including but not limited to the nature and severity of the offense. However, when practicable in the discretion of the City, the following levels of progressive discipline may be utilized.

- 1st Offense - Verbal reprimand (memorialized in writing)
- 2nd Offense - Written reprimand
- 3rd Offense - Suspension
- 4th Offense - Discharge

10.3 The City agrees to notify the Union of any disciplinary action taken upon any bargaining unit employee covered under this bargaining agreement within forty-eight (48) hours (Saturday, Sunday and recognized holidays excluded) of said violation.

10.4 Disciplinary actions, up to and including discharge, may be appealed through the grievance procedures except that an employee in their initial probationary period of six (6) months may not use the grievance procedure to challenge a decision to discharge them.

## **ARTICLE 11 GRIEVANCE - ARBITRATION**

### **11.1 GRIEVANCE – DEFINED**

A grievance is defined as any disagreement between the City and the interpretation or application of this Agreement.

### **11.2 GRIEVANCE PROCEDURE**

- A. When a dispute arises which may become a basis for a grievance, the employee, the Union and the City will make every effort possible to informally resolve the dispute before instituting a formal complaint.
- B. In the event the dispute cannot be resolved informally, the grievance shall be reduced to writing within fourteen (14) calendar days of the time the employee or the Union knew or should have known of the alleged violation and the following procedure will be used. The grievance must be submitted on the approved grievance form and signed by a Business Agent.

**STEP ONE.** The written grievance shall initially be submitted to the Public Works Director who shall have fourteen (14) calendar days from receipt of the written grievance to respond in writing to the Union.

**STEP TWO.** In the event the grievance is not resolved at STEP ONE, the Union shall have fourteen (14) calendar days to submit the grievance to the Mayor, or designee, who shall respond to the grievance in writing within fourteen (14) calendar days from the receipt of the written grievance. Upon written request, the Union may meet to discuss the grievance with the Mayor, or designee. Such a meeting is in the sole discretion of the Mayor and would be held before the Mayor or designee responds in writing.

**STEP THREE.** In the event that the grievance is not resolved in STEP TWO, the Union shall within fourteen (14) calendar days file a written request for arbitration to the Mayor, or designee.

### 11.3 TIME FRAMES

- A. Failure of the Union to file a grievance according to the time frames set forth above constitutes a forfeiture of the grievance and precludes arbitration of its merits.
- B. The time requirements in the Article may be extended by mutual, written agreement.

### 11.4 ARBITRATION

If a timely request for arbitration is submitted, the Union shall request from the Federal Mediation and Conciliation Service ("FMCS") a list of eleven (11) names of arbitrators from Alaska, Washington, and Oregon. Within fourteen (14) calendar days after receipt of the list from the FMCS, the parties shall select an arbitrator by the striking method. The order for striking shall be determined by a toss of the coin. The Union Representative shall toss the coin and the City Representative shall call out their choice. Arbitration shall be scheduled as soon as is reasonably possible following the appointment of the arbitrator, unless agreed too otherwise by the parties.

### 11.5 AUTHORITY OF THE ARBITRATOR

- A. The arbitrator shall conduct a hearing according to generally accepted standards and procedures for grievance arbitration.
- B. The arbitrator shall have no authority to add to, alter, delete, or modify any provision of this Agreement or issue any award on a matter not raised in the grievance filed by the Union.
- C. The decision of the arbitrator shall be final and binding on the parties.
- D. The expenses of the arbitrator shall be borne by the losing party. Each party shall bear its own costs of preparing for and participating in the arbitration.

## ARTICLE 12 MANAGEMENT RIGHTS

The Union recognizes the right of the City to operate and manage the Public Works Department and it employees, including but not limited to the following:

- A. right to establish and require standards of performance; direct employees and their work; maintain order and efficiency; determine job assignments and work schedules and overtime; establish qualifications of work to be performed by employees;

- B. determine the materials and equipment to be used; implement new and different operational methods and procedures; determine staffing levels and requirements; determine the kind, type, and location of facilities; extend, limit, or curtail the whole or any part of the operation;
- C. utilize third party vendors and supervisors for the performance of maintenance work when the City does not have the schedule, capacity, equipment or tools to perform the work;
- D. select, hire, classify, assign, promote, transfer, discipline, demote, or discharge employees for just cause; lay off and recall employees;
- E. regulate all activity conducted upon City premises and on City time; and
- F. promulgate and enforce rules, regulations and personnel policies and procedures;

Provided that such rights, which are vested solely and exclusively in the City, do not violate any specific provisions of this Agreement.

## **ARTICLE 13 SENIORITY**

### **13.1 SENIORITY**

- A. Job Classification Seniority means the length of unbroken service in the employee's current job classification within the Department of Public Works.
- B. Department Seniority means the length of unbroken service in the Department of Public Works.
- C. City Seniority means the length of unbroken service for the City.

### **13.2 LAYOFFS AND RECALL**

- A. Layoffs shall be by job classification seniority and work performance.
- B. An employee shall be given a two-week written notice prior to layoff. If, for any reason this is not possible, two weeks severance pay shall be given to the employee in lieu of notice.
- C. An employee on laid off status shall be eligible for recall for future openings in the job classification from which the employee was laid off. Employees are responsible to provide to the City, while on layoff, their current local address and telephone number for recall purposes. If a former employee fails to respond to notice of recall opportunity within 48 hours or declines the recall, all rights to recall are relinquished.

D. Recall rights shall not apply after the 180<sup>th</sup> day following the employee's layoff.

### 13.3 PROMOTIONS

Job classification and department seniority along with work performance may be considered by the City when making decisions regarding promotions.

### 13.4 JOB CLASSIFICATION SENIORITY PROTECTED – DEMOTION AND TRANSFERS

Job classification seniority in the employee's former job classification shall be preserved with no loss of time under two circumstances:

- A. if, within six (6) months of the date of promotion to a managerial position, the employee returns to his former position, or
- B. if an employee voluntarily transferred to another job classification within the Department so long as such transfer does not exceed more than six (6) months.

### 13.5 TERMINATION OF SENIORITY

All seniority identified in Section 13.1 above shall be terminated by the following conditions:

- A. discharge for just cause;
- B. layoff of 180 calendar days duration;
- C. resignation or retirement; or
- D. failure to respond to or accept notice of recall.

### 13.6 SENIORITY LISTS

Upon written request by the Union, but no more than quarterly in one (1) year, the City shall make available a list designating each employee's job classification, department and City seniority.

## **ARTICLE 14 TIME OFF**

### 14.1 PAID TIME OFF ("PTO")

Employees shall accrue PTO leave upon completion of each month of service and does not begin to accrue until the first day of the first full month following an employee's date of hire. Employees may use PTO leave once it accrues. Probationary employees, however, cannot use PTO leave until after satisfactory completion of the probationary period unless authorized otherwise by the Mayor or designee. PTO leave accrues at the following rates:

- Twelve (12) hours per month for employees with less than three (3) years of service.
- Sixteen (16) hours per month for employees with three (3) years and less than eight (8) years of service.
- Twenty (20) hours per month for employees with eight (8) years or more of service.

#### 14.2 LEAVE ACCRUAL WHILE EMPLOYEE IS ON PAID LEAVE

Leave continues to accrue during the period of time an employee is on paid leave. Leave does not accrue during periods of leave without pay except as required by law.

#### 14.3 USE OF PTO LEAVE

- A. Accrued PTO leave may be used for vacation or other personal needs and illness, injury, medical and dental appointments, care for an employee's child, spouse, or parent due to illness or injury, bereavement; and maternity leave.
- B. Requests for time off for vacations or other personal needs must be made at least fourteen (14) days in advance. Such requests may be granted so long as the time off will not be detrimental to the department operations and prior approval by the Department Director has been obtained by the employee.
- C. Requests for time off for other purposes that cannot be planned in advance shall be granted so long as the employee contacts the Department Director as soon as possible but not later than the start of the employee's next shift. Such time off for may require a health care providers medical certification for the absence in the discretion of the Department Director.

#### 14.4 PTO LEAVE BANK

An employee may voluntarily donate unused PTO leave they have accrued to another employee of the City who is seriously ill or injured requiring absence from work for more than ten (10) scheduled work days and has exhausted all his PTO leave and is under the care of a physician. PTO leave, which is being donated, under this Section shall be donated at the donating employee's current rate of pay and that sum of money shall be paid to the City employee to whom the PTO leave is being donated. The donated PTO leave shall be subject to all taxation and contributions required of all payroll compensation and shall be borne by the employee to whom the PTO leave is being donated.

#### 14.5 MANDATORY USE OF PTO EVERY FISCAL YEAR (JULY 1- JUNE 30)

At least sixty (60) hours of leave must be used for non-sick leave purposes after the first complete fiscal year worked and every fiscal year thereafter. However, when in the opinion of the Department Director it is not feasible nor in the best interests of the City to grant leave to an employee, such employee shall not be penalized by loss of accrued leave, and the annual PTO leave use requirement shall be temporarily suspended in such cases.

#### 14.6 PTO LEAVE CASH IN

- A. An employee may cash in PTO leave two (2) times per fiscal year, provided that the employee shall retain at least eighty (80) hours of leave in his/her account. Cash in lieu of annual leave shall be subject to all taxation and contributions required of all payroll compensation and shall be paid to the employee not later than fourteen (14) calendar days after the request. Cash in lieu of accumulated PTO may be obtained, under emergency conditions outlined in writing and approved by the Mayor or Mayor's designee, so long as the employee will retain at least eighty (80) hours of PTO in reserve following cash payment.
- B. The salary rate used in computing the cash payment to be made shall be that rate which is being received by the employee on the date the application for cash payment is approved by the Mayor or Mayor's designee.

#### 14.7 RECOGNIZED HOLIDAY DURING PTO LEAVE PERIOD

A recognized holiday occurring when an employee is on PTO leave status shall be counted as a holiday.

#### 14.8 PTO LEAVE PAYMENT UPON TERMINATION

Upon termination, accrued PTO leave shall be paid in a lump sum to all employees. The hourly rate to be used in computing the cash payment shall be the rate paid to the employee on the date that the separation notice is given to the employee or the effective date of the resignation notice. This cash-in of PTO leave shall be subject to all taxation and contributions required of all payroll compensation.

#### 14.9 LEAVE WITHOUT PAY

Leave without pay may be granted to an employee upon recommendation of the Mayor or Mayor's designee. Each request for such pay shall be considered in light of the circumstances involved and the needs of the Department. Leave without pay shall not be requested nor granted until such time as all accrued PTO leave has been exhausted, except when an employee is absent and drawing workers' compensation pay. Benefits do not accrue while on leave without pay, except insurance,

which will continue through the first month of leave without pay beyond the end of the calendar month in which leave without pay status began.

#### 14.10 UNAUTHORIZED LEAVE

Any absence not authorized and approved in accordance with provisions of these regulations shall be without pay for the period of absence and shall be grounds for disciplinary action under Article 10.

#### 14.11 MILITARY LEAVE

Employees shall be granted military leave consistent with applicable Federal and State law.

#### 14.12 WORKERS' COMPENSATION LEAVE

Employees shall be granted workers' compensation leave to the extent required by the Alaska's Workers' Compensation Act.

#### 14.13 FAMILY AND MEDICAL LEAVE

Employees shall be granted family and medical leave consistent with applicable Federal and State law.

#### 14.14 DEATH IN IMMEDIATE FAMILY

PTO may be used for bereavement leave for the death of a member of the employee's immediate family. Immediate family member, for the purpose of this section, shall be defined as follows: the employee's spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, and grandparents.

#### 14.15 TIME OFF FOR JURY DUTY AND COURT WITNESS

- A. Time served on a jury shall be without loss of pay or benefits. In order to be entitled to jury leave, the employee shall provide the Department Director with written proof of the requirement of the employee's presence for the hours claimed. Fees paid by the court, other than travel and subsistence allowances, shall be turned in for deposit to the City. For jury duty that occurs on the employee's normal non-work days, the employee may retain fees paid by the court.
- B. Witness Service in court when subpoenaed as witness on behalf of the City, or when called by the City as an expert on a matter of City concern or relating to municipal function, will be treated the same as jury duty. Witness service for purposes other than just described will be covered by PTO leave or leave without pay, and any fees received in this connection may be retained by the employee.



## 14.16 UNION LEAVE BANK

The City agrees to maintain a Union leave bank through donations of PTO leave from Union employees as directed by the Union. The use of Union leave shall be at the sole discretion of the Union. Authorization for the use of Union leave shall be by the District Representative or designee in writing. The Union shall identify the designee(s) in writing. Time off on Union leave shall be scheduled with the employees' supervisor approval which will not be unreasonably withheld. At the request of the Union, the City shall provide an accounting of the leave balance in the bank. All time spent on Union leave shall be recorded on the employee's time card.

## ARTICLE 15 HOLIDAYS

### 15.1 RECOGNIZED CITY HOLIDAYS

The following days shall be recognized as holidays with pay for all regular employees covered by this Agreement who are in pay status the day before and the day following such days. Regular full-time employees shall be given the day off and eight (8) or (10) ten hours of straight time pay depending on their schedule of work. All regular part-time employees shall be given the day off and straight time pay for all hours they would have been scheduled to work that day:

- New Year's Day – January 1
- President's Day - Third Monday in February
- Seward's Day – Last Monday in March
- Memorial Day - Last Monday in May
- Independence Day – July 4
- Labor Day – First Monday in September
- Alaska Day – October 18
- Veteran's Day - November 11
- Thanksgiving Day and the following Friday.
- Christmas Day – December 25
- Two (2) Floating Holidays (as approved by Department Director)

### 15.2 HOLIDAY FALLING ON A REGULARLY SCHEDULED DAY OFF

When a recognized holiday falls on a regularly scheduled day off, an employee shall receive either the work-day immediately preceding or the work-day immediately following the regularly scheduled day off as the designated holiday as determined by the Mayor.

### 15.3 HOLIDAY DURING PTO LEAVE

A recognized City holiday, occurring during an employee's PTO leave shall not be counted as a day of PTO leave.

#### 15.4 HOLIDAYS WORKED

In the event that an employee is required to work on a holiday, the employee shall be paid time and one-half their regular hourly rate of pay in addition to the straight time rate of pay the employee would have been entitled to if the employee had not worked. Any time worked on a holiday shall be credited towards hours worked for overtime purposes.

### **ARTICLE 16 JOB CLASSIFICATIONS AND WAGE RATES**

#### 16.1 JOB CLASSIFICATIONS AND WAGE RATES

The following job classifications and wage rates are effective July 1, 2008

SEE ATTACHMENT: Appendix A

#### 16.2 STEP MOVEMENTS

- A. Employees shall be eligible to move from Step 1 through Step 6 of this Agreement every fiscal year thereafter so long as the employee receives at a minimum an overall rating of "3" or better on their annual performance evaluation.
  - 1. If an employee is hired between July 1 and December 31 of each year of this agreement, the employee is eligible for a step increase on the start of the next fiscal year.
  - 2. If an employee is hired between January 1 and June 30 of each year of this agreement, the employee will be eligible for a step increase on the start of the second fiscal year.
- B. Employees shall be eligible to move to Step 7 through Step 11 of this Agreement after receipt of at least two annual performance evaluations with overall ratings of "4" or better in 2008 and thereafter during the life of this Agreement. The effective date of any step movement under this paragraph shall be the start of the new fiscal year that coincides with the second overall rating of "4." Employees will be eligible for the next step movement under this paragraph after at least two additional annual performance evaluations with overall ratings of "4" or better are received thereafter.
- C. The City's fiscal year starts on July 1 of each calendar year.
- D. An employee who is not granted a step increase under A. or B. above may challenge their overall rating and evaluation by filing a grievance under Article 11, but may not pursue their grievance to arbitration.

### 16.3 NEW JOB CLASSIFICATIONS AND WAGE RATES

The City may, during the term of this agreement, implement new classifications that will be covered under this agreement. The parties agree to meet and confer regarding the wage rate for a new job classification before its implementation.

### 16.4 STEP PLACEMENTS FOR NEW HIRES AND PROMOTIONS OR TRANSFERS

In the efforts of recruitment and promotion, the City shall have the right to place an existing employee or new hire at any step as long as the placement results in an increase in wages to the employee.

### 16.5 PERFORMANCE EVALUATION CRITERIA AND STANDARDS

- A. For purposes of this Article, the performance evaluation criteria and standards shall be those outlined in the City's Annual Performance Evaluation Form attached as Appendix B to this agreement. The parties agree and understand that the criteria and standards found in Appendix B will remain unchanged during the life of this Agreement, unless the parties agree otherwise through a meet and confer process set forth in Article 24.3
- B. Each employee will receive an annual performance evaluation not later than June 1 of each calendar year.

### 16.6 COST-OF-LIVING ADJUSTMENT

Effective July 1 of each year during the term of this agreement, the City agrees to increase the wage rates in an amount equal to an average of the total percentage increase in the Anchorage Consumer Price Index Urban (CPI-U) for the last three (3) years as is regularly published by the U.S. Bureau of Labor Statistics up to but not more than four percent (4.0%).

### 16.7 PAY FOR PERFORMANCE INCENTIVE PAY

The City may reward employees for outstanding performance. Such incentive pay may be implemented on an individual or group basis at the City's discretion. Such incentive pay will be paid as an additional step at any time during the year at the discretion of the Department Director with the approval of the Mayor.

## **ARTICLE 17 SAFETY**

### **17.1 EMPLOYEES' RESPONSIBILITIES**

All employees shall be responsible for carrying out safety regulations, rules, and practices. Each employee is required to act with due care and regard for the employee's own safety and others. Applicable federal and state occupational safety laws and regulations shall serve as standards with which all employees and the City shall comply. Employees shall not expose or subject themselves or others to unsafe working conditions.

### **17.2 EMPLOYEES PROTECTED**

No Employee shall be subjected to any requirement to perform unsafe work, or be directed to do so by any other employee of the City. The City agrees to protect from retaliation, in any form, any employee who comes forward with information about having been directed to perform illegal or unsafe work. It shall not be grounds for discipline if an employee refuses to work under conditions posing an immediate danger of death or serious bodily injury.

### **17.3 UNION'S RESPONSIBILITIES**

The Union agrees to cooperate fully with the City to identify and deal appropriately with any employee who violates safety regulations, rules, or practices.

### **17.4 CITY'S RESPONSIBILITIES**

The City shall comply with applicable federal and state occupational safety laws and regulations and industry standards. The City shall make every effort to provide a safe and healthful work place. The City shall furnish such safety devices and first aid kits as may be needed for the safety and health of employees. Past practices will continue with regard to providing tools, equipment, and protective clothing required by the job and the City.

## **ARTICLE 18 HOURS OF WORK, OVERTIME, AND PREMIUM PAYS**

### **18.1 WORK WEEK**

The regular working hours shall consist of a five (5) consecutive day workweek, eight (8) hours a day, with two (2) consecutive days off or four (4) consecutive day workweek, ten (10) hours a day, with three (3) consecutive days off. The standard workweek shall consist of the period from midnight Sunday to the following midnight Sunday. The standard workday shall consist of the period from midnight to midnight. Unless otherwise provided, management retains the right to establish the hours of work and assign employees to schedules.

## 18.2 OVERTIME

- A. All hours worked after eight (8) hours per day or forty (40) hours per week shall be paid at time and one half the employee's regular rate of pay.
- B. The City shall not require an employee to take time off from his regularly scheduled shift to avoid payment of overtime, regardless of the day of the week

## 18.3 MEAL BREAK

The Employee's immediate supervisor shall designate a meal break at the mid point of the shift. The meal break shall be no more than one (1) hour in length and not less than thirty (30) minutes in length.

## 18.4 SHIFT DIFFERENTIAL

- A. Shifts shall be designated as follows:

6:00 a.m. to 2:00 p.m.	Day Shift
2:00 p.m. to 10:00 p.m.	Swing Shift
10:00 p.m. to 6:00 a.m.	Graveyard Shift

- B. Shift differential shall be paid as follows:

Swing Shift - 3% over day shift  
Graveyard Shift - 6% over day shift

- C. Shift differential for the swing shift shall be paid to all employees who start their shift on or after 2:00 p.m. and shift differential for the graveyard shift shall be paid to all employees who start their shift on or after 10:00 p.m. Shift differential shall not apply during leave or holiday status.

## 18.5 CALL BACK GUARANTEE

When an employee has completed their scheduled shift and returns by direction of the City to perform additional work, they shall receive time and one-half the employee's regular hourly rate of pay for the actual hours worked with a minimum guarantee of two (2) hours pay at the overtime rate.

## 18.6 RECALL TO WORK WITHOUT EIGHT (8) HOURS OF REST

Employees required by the City to return to a scheduled shift without an eight (8) hour rest period will be paid at time and one half the employee's regular hourly rate of pay.

## 18.7 ON-CALL PAY

- A. Employees who are in on-call status at the direction of the Department Director shall be paid two (2) hours of pay at the employee's straight time rate of pay for each work day or portion thereof spent in on-call status.
- B. Employees who are in on-call status on their regular days off or a holiday at the direction of the Department Director shall be paid two (2) hours of pay at time and one half rate for each work day or portion thereof spent in on-call status.

## 18.8 SCHEDULE CHANGES

Temporary shifting of an employee's scheduled hours of work may be done upon request of an employee with the approval of the employee's immediate supervisor or at the immediate supervisor's discretion when the needs of the Department require it. Temporary changes to a shift may be done in order to allow an employee eight (8) hours of rest under Section 18.6. Temporary changes to a shift will not be done to avoid the payment of overtime.

- A. Permanent changes to an employee's scheduled hours of work may be made so long as the affected employee is provided at least two (2) weeks (14 calendar days) written notice of the change, except in an emergency situation or if the employee is willing to waive the required notice in writing.

## **ARTICLE 19 TITLE 3 AND PERSONNEL POLICIES AND PROCEDURES**

19.1 Where a specific provision of the Title 3 or the City's Personnel Policies and Procedures addresses or conflicts with a specific provision contained in a section of this Agreement, the provisions of this Agreement shall prevail.

19.2 Where the Agreement is silent on the issue but Title 3 or the City's Personnel Policies and Procedures address the issue, Title 3 or the City's Personnel Policies and Procedures apply to the employees covered by this Agreement.

19.3 If the City recommends additions, deletions, or modifications to the Title 3 or the City's Personnel Policies and Procedures affecting employees covered by this Agreement after the effective date of this Agreement, the Union will be provided a copy of the proposed changes before submission to the Council. Upon request, the parties will meet to negotiate the proposed changes if such changes impact wages, hours, or terms and conditions of the employment as required by law.

**ARTICLE 20  
BENEFITS**

**20.1 HEALTH INSURANCE**

- A. Full time regular employees may enroll in the City's Group Health insurance plan. The City shall pay 100% of the employee's health insurance premium and 90% of the dependents' health insurance premium. The employee shall pay the remaining 10% of the health insurance premium through payroll deduction.
- B. Nothing in this section precludes the parties from further discussing or negotiating a transition from City health plan to the International Union of Operating Engineers Construction Industry Health and Security Fund during the life of this Agreement.

**20.2 RETIREMENT**

- A. The City is a participant in the State of Alaska Public Employees Retirement System (PERS).
- B. The City is a participant in the Supplemental Benefits System. The City will match the Employee contribution up to the maximum limit required by law.
- C. Nothing in this section precludes the parties from further discussing or negotiating a transition from PERS to the International Union of Operating Engineers Construction Industry Retirement Fund during the life of this Agreement.

**20.3 LIFE INSURANCE**

The City may provide employees with a life insurance policy.

**20.4 EMPLOYEE ASSISTANCE PROGRAM**

The City may provide employees with an Employee Assistance Program.

**20.5 UNION NOTIFICATION**

Upon written request from the Union, the City shall provide information regarding each of the benefit programs offered by the City to its employees covered by this Agreement.

**20.6 INFORMATION REGARDING BENEFIT PLANS**

Information and details regarding benefits provided by the City pursuant to this Agreement may be obtained from Human Resources.

**ARTICLE 21  
GENERAL PROVISIONS**

**21.1 SEPARABILITY AND SAVING CLAUSE**

Should it be decided by a court of competent jurisdiction or by mutual agreement of the parties that any article or section in this Agreement is rendered invalid by any existing or subsequently enacted statute, ordinance or regulation, the invalidation of such Article or section will not affect the remaining provisions of this Agreement, which will remain in full force and effect. Once either party notifies the other party in writing that an article or section is invalid, the parties agree to meet and negotiate a resolution to the invalid article or section within thirty (30) calendar days; provided, however that the parties may mutually agree in writing to extend the time for such negotiations.

**21.2 ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties are set forth in this Agreement. The parties further understand that they have agreed to meet and confer about any subjects relating to this Agreement and other matters of mutual concern during the term of this agreement when requested. However, nothing in this Section obligates a party to reach agreement or to change this Agreement with respect to any subject or matter specifically referred to or covered by this Agreement. This Agreement replaces and supersedes all prior oral and written understandings, agreements and policies otherwise referred to or covered by this Agreement and concludes all collective bargaining for the duration of the Agreement. Nothing in the Section relieves either party of their legal obligation to bargain in good faith with respect to mandatory subjects of bargaining.

**21.3 MEET AND CONFER MEETINGS**

- A. The parties agree that they will meet and confer in good faith at reasonable times and places concerning this Agreement and its interpretation or any other matter of mutual concern to the Union and the City.
- B. The party requesting a meeting must do so in writing specifying the particular issue(s) to be addressed during the meeting. The meeting shall be scheduled within thirty (30) calendar days after receipt of the request, unless agreed to otherwise in writing.
- C. No more than two (2) representatives from the Union and no more than two (2) management representatives from the City shall participate in the meetings under this Article.



- D. There shall be no obligation on the part of any party to reopen, modify, amend or otherwise alter the terminology or interpretation of the Agreement, or to make any other agreement as a result of any such meetings, nor shall the requirement for such meetings alter the rights or obligations of the parties under this agreement, unless the parties mutually agree to do so in writing.
- E. Any modifications or amendments to the Agreement under this Article will be memorialized in writing in a Letter of Understanding signed by the Mayor and a designated agent of the Union and appended to this Agreement.

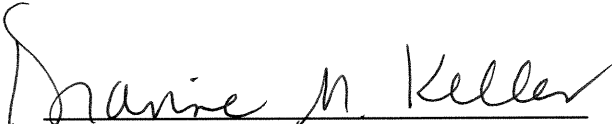
**ARTICLE 22**  
**TERM OF AGREEMENT**


- A. This term of this Agreement shall be from July 1, 2008 to March 31, 2011, and thereafter from year to year, provided, however that either party may give the other party written notice of its desire to effect changes to the Agreement.
- B. Such written notice shall specify the particular Articles in which changes are desired, and shall be served upon the other party not more than one hundred and fifty (150) days and not less than sixty (60) days prior to the end of the initial period of the agreement or any annual extension thereof. The parties agree to meet to schedule negotiations within thirty (30) days after receipt of such notice.
- C. Nothing herein will preclude the termination, modifications or amendment of this Agreement at any time by written mutual consent of the parties.
- D. This Agreement shall become effective on the date of signing unless otherwise specified in the Agreement or in writing by the parties.


This Agreement is entered into on this 11<sup>th</sup> day of August, 2008.


CITY OF WASILLA

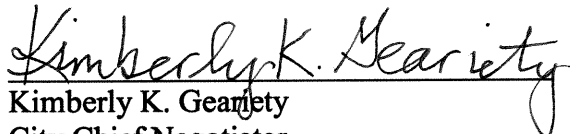
INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 302

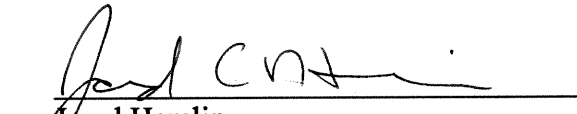
  
\_\_\_\_\_  
Dianne M. Keller  
Mayor

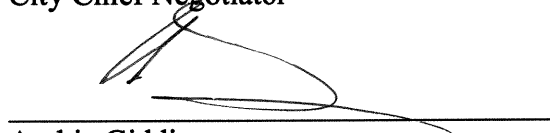
  
\_\_\_\_\_  
Tony Hansen  
District 6 Representative

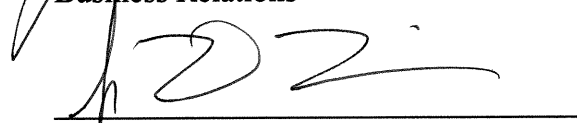
  
\_\_\_\_\_  
Marvin Yoder  
Deputy Administrator

  
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Carl Gamble  
Business Agent

  
\_\_\_\_\_  
Kimberly K. Gearity  
City Chief Negotiator

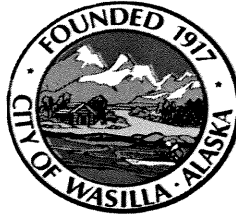
  
\_\_\_\_\_  
Jared Hamlin  
Business Relations

  
\_\_\_\_\_  
Archie Giddings  
Director of Public Works

  
\_\_\_\_\_  
Shane Linse  
Business Agent







**CITY OF WASILLA  
ANNUAL PERFORMANCE EVALUATION FORM**

<b>Employee Name</b>	<b>Position Title</b>
<b>Employee Number</b>	<b>Date of Review</b>
<b>Department Public Works</b>	<b>Supervisor</b>
<b>Type of Appraisal</b> Annual	

**Basic Standards for Rating Performance**

The following definitions apply to each Wasilla Performance Factor rated in Section I and the overall performance rated in Section II.

**MEETS REQUIREMENTS (3)**

**Performance is fully acceptable. Meets requirements of the job in all respects.** Performance is steady, reliable and maintained with a minimum of supervision. Normal problems are properly considered and are generally well handled. Solid performance with incumbent demonstrating attention to expected standard of performance; accomplishment of required goals and objectives, and on occasion generating results above those expected of the position.



**EXCEPTIONAL PERFORMANCE (5)**

**Unique and exceptional accomplishments of unusually high caliber.** Truly distinguished performance that results in extraordinary and exceptional accomplishments. Superior contributions to the objectives of the department and/or the City which far exceed expectations of the required job standards. Employee demonstrates an extremely high degree of expertise and serves as a role model of excellence to others.

**EXCEEDS REQUIREMENTS (4)**

**Clearly and consistently generates results above what is required. Performance is significantly better than average.** Contributes in a superb manner to innovations both technical and functional.

**NEEDS IMPROVEMENT (2)**

**Marginal performance. Sometimes acceptable but not consistent.** This performance level may be the result of a new or inexperienced incumbent or an incumbent not understanding or favorably responding to instruction. Marginal performance requiring room for improvement. Although the position is being covered in a generally satisfactory manner, these individuals will generally require direct supervision and consistent direction.

**DOES NOT MEET REQUIREMENTS (1)**

**Does not meet the minimum requirements of the job. Requires much improvement.** Lowest performance level, which is less than acceptable, and well below minimum position requirements. Situation requires prompt review and action. Immediate performance improvement plan or reassignment is required to achieve significant and timely performance improvement.



## I - APPRAISAL OF PERFORMANCE SKILLS

The purpose of this section is to assess the specific performance skills of the employees of the City of Wasilla. Read the factor definitions below. Based on the definitions for each factor, choose the rating that most accurately describes the employee's performance. Comments regarding the work performed by the employee to clarify ratings must be completed for each performance factor used.

### 1. Knowledge and Skills

Performance Rating \_\_\_\_\_

Degree to which employee:

- Demonstrates job knowledge and skills needed to perform the responsibilities of the position.
- Keeps updated on the latest developments relating to this position and related areas.
- Shows initiative in learning new and related job skills.
- Includes new subject matter into everyday operations.

*Comments:*

### 2. Organization and Planning

Performance Rating \_\_\_\_\_

Degree to which employee:

- Creates realistic short-term and long-term plans.
- Creates realistic timetables.
- Anticipates possible problems in reaching the required results and develops alternative plans.
- Groups activities for best use of personnel and material resources in order to achieve goals.
- Minimizes confusion and inefficiencies in work operations.
- Establishes appropriate procedures to monitor work progress.
- Forecasts problems and changes.
- Adjusts to problems or changes to ensure that established goals and timetables are met.

*Comments:*

### 3. Problem Solving and Decision Making

Performance Rating \_\_\_\_\_

Degree to which employee:

- Demonstrates ability to clearly identify and define problem areas.
- Effectively identifies and evaluates alternative solutions.
- Exercises good judgment in taking appropriate action based on all available information.
- Recognizes decisions that need to be postponed until all relative facts are gathered and analyzed.
- Willingly makes decisions relating to work area.

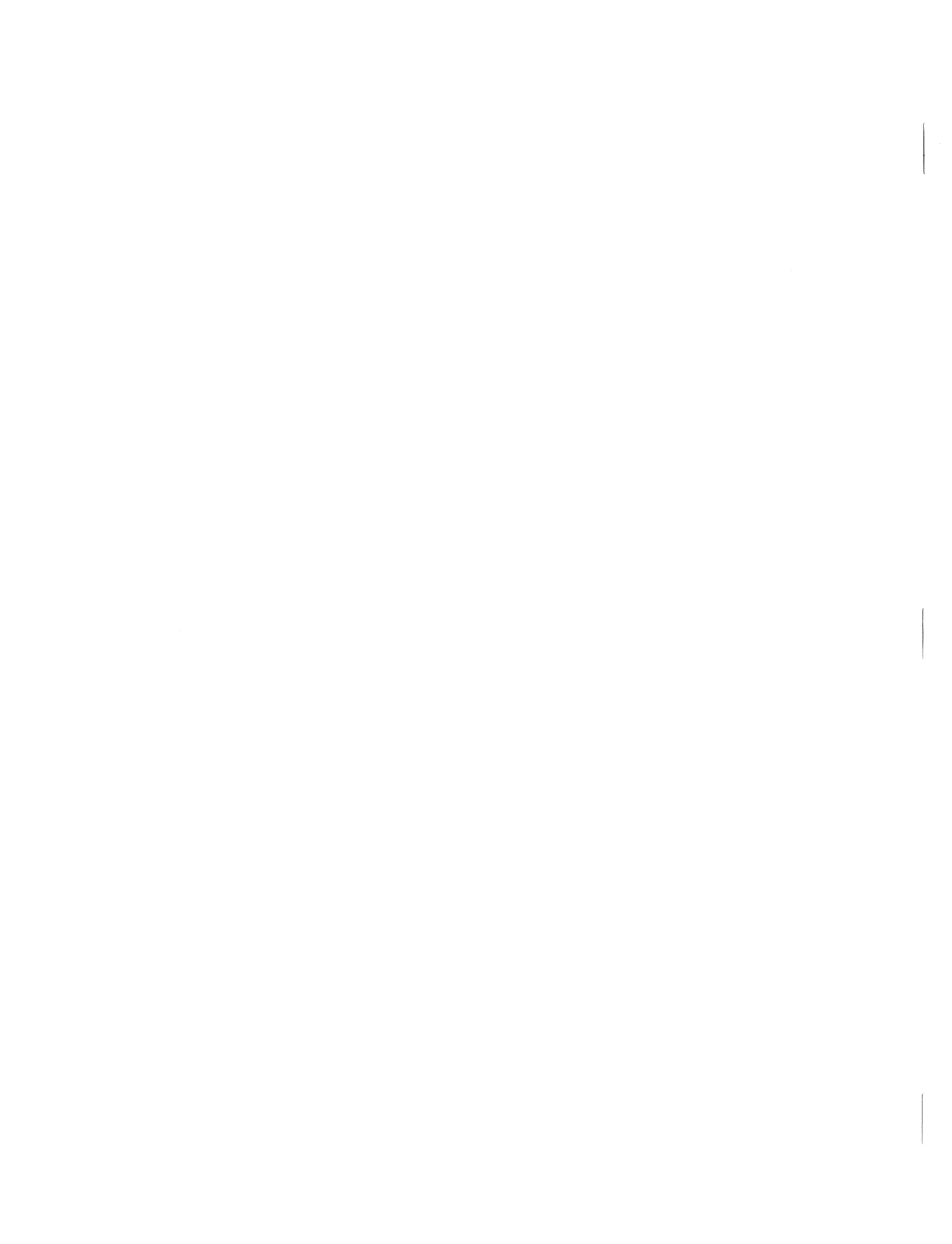
*Comments:*

### 4. Communication

Performance Rating \_\_\_\_\_

Degree to which employee:

- Actively listens and responds to others in a meaningful way.
- Expresses ideas and information accurately and understandably in both oral and written form.
- Uses legible handwriting, proper grammar and appropriate punctuation.
- Reads and understands others' written and oral communications.





*Comments:*

**5. Interpersonal Relations**

Performance Rating \_\_\_\_\_

Degree to which employee:

- Works cooperatively with City employees as well as the public.
- Responds positively to situations that need cooperation, courtesy, and tact to avoid conflict.
- Focuses on performance rather than personality when relating with others.

*Comments:*

**6. Initiative**

Performance Rating \_\_\_\_\_

Degree to which employee:

- Accepts responsibility for completion of assignments.
- Assumes additional assignments without being told and can be counted on to accept assignments and follow through with them.
- Puts forth effort and time necessary to do the job well.

*Comments:*

**7. Quality of Work**

Performance Rating \_\_\_\_\_

Degree to which employee:

- Finishes assignments completely and accurately.
- Efficiently uses resources and produces accurate work product.

*Comments:*

**8. Quantity of Work**

Performance Rating \_\_\_\_\_

Degree to which employee:

- Shows a high level of work output on a regular basis.
- Produces work quickly.
- Makes the most effective use of available work time.
- Approaches work in an organized manner, determining proper procedures required.
- Completes work within acceptable time frame or delegates work appropriately to meet deadlines.

*Comments:*

**9. Safety & Health**

Performance Rating \_\_\_\_\_

Degree to which employee:

- Adheres to safety and health requirements.
- Notifies others when they are violating safety and health regulations.
- Maintains equipment according to safety and operating standards.

*Comments:*

1

2

3

**10. Attendance & Punctuality**

Performance Rating \_\_\_\_\_

Degree to which employee:

- Arrives to work on time and departs on time.
- Observes prescribed work break/meal periods.
- Has an acceptable overall attendance record.

*Comments:*

**II – EMPLOYEE’S PERFORMANCE APPRAISAL SUMMARY**

Overall Performance Rating \_\_\_\_\_

*Comments:*

\_\_\_\_\_

**IV – EMPLOYEE’S DEVELOPMENTAL PLAN**

Identify below the goals and objectives that you and the employee have agreed upon for the next fiscal year. If additional goals and objectives are required, they can be described on a separate attached sheet. For each goal or objective, identify how the employee’s performance is to be measured. Indicate the Performance Skill that each goal and objective pertains to.

Goal/Objective	Performance Measures	Performance Skill

**V – EMPLOYEE’S COMMENTS AND ADMINISTRATIVE REVIEW**

Employees comments on review: Please use additional sheets if needed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources

\_\_\_\_\_  
Date