

CITY OF
WASILLA
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	Presented
Date Action Taken: <i>N/A</i>	<i>6/13/16</i>
Other: <i>Presented with RS 16-08.</i>	
Verified By: <i>[Signature]</i>	

CITY COUNCIL INFORMATIONAL MEMORANDUM

IM No. 16-10: Summary of Changes to the Collective Bargaining Agreement Between the City of Wasilla and Teamsters Local 959, as the Representative of Covered Employees of the Wasilla Police Department.

Date: 6/2/2016

Agenda of: 6/13/2016

Route to:	Department Head	Signature	Date
X	Finance Director	<i>[Signature]</i>	<i>6-3-16</i>
X	Deputy Administrator	<i>[Signature]</i>	<i>6/3/16</i>
X	City Clerk	<i>[Signature]</i>	<i>6/6/16</i>

Reviewed by Mayor Bert L. Cottle: *[Signature]* *06:06:2016*

Attachments: Memo from Jennifer Alexander regarding summary of changes to the Collective Bargaining Agreement. (3 pages)

INFORMATIONAL MEMORANDUM NO. 16-10

MEETING DATE: JUNE 13, 2016

FROM: JENNIFER ALEXANDER, NEGOTIATOR FOR CITY OF WASILLA

SUBJECT: Summary of Changes to the Collective Bargaining Agreement Between the City of Wasilla and Teamsters Local 959, as the Representative of Covered Employees of the Wasilla Police Department

Bargaining for the Collective Bargaining Agreement (“CBA”) between the covered employees of the City of Wasilla Police Department and Teamsters Local 959 began in April 2015. After numerous lengthy bargaining sessions, the respective bargaining teams reached a tentative agreement in December 2015. On April 8, 2016, following a number of exchanges confirming the tentatively agreed-upon language, the membership ratified the agreement by a vote of 18-6.

The proposed CBA contains economic changes, as well as language changes, generally consistent with other comparable union agreements, and with the City and personnel rules and general direction from the Mayor’s office and Council regarding economic guidelines. The following represents a simplified summary of the substantive changes from the previous CBA, applicable to the 2015-2018 contract, if approved by Council:

1. The new three year term expires May 31, 2018, and is retroactive to June 1, 2015.

2. **ARTICLE 6 – GRIEVANCE ARBITRATION**

6.06 d. was changed to reflect agreement that expenses of arbitrator should generally be borne by the losing party to the arbitration.

3. **ARTICLE 8 – DISCIPLINE AND DISCHARGE**

8.04 c. was revised to clarify that neither the City, nor the Union, may rely on a removed disciplinary action in any arbitration.

4. **ARTICLE 10 – SENIORITY**

10.03 a. was significantly revised to memorialize existing practices of using commercial stand exams in promotions, and including a member of the bargaining unit as part of Oral Board when considering candidates;

b. discretion was added for the Department to consider education, experience and training in making promotion decisions, in addition to seniority and other factors;

c.d.e.f. memorializes the considerations for promotions to the positions of Dispatch Supervisor, Investigator, and Sergeants;

g. a new provision, the City agreed to promote Investigators, Sergeants and Dispatch Supervisors from within the bargaining unit, consistent with current practice;

10.04 d. clarified language relating to and distinguishing between voluntary and involuntary demotions, and the commensurate deduction in pay and changes to seniority;

10.5 e.f. were added to address seniority rights following a prolonged absence for illness or injury for sworn and non-sworn personnel.

5. ARTICLE 11 – HOURS OF WORK, OVERTIME, AND PREMIUM PAY

11.02 a. substantial language changes made to create discretion for the City to establish alternate workweeks, and commensurate changes were made to the provisions of this section;

b. Mat-Su Youth Court Probation Officer was included as a classification that may be assigned a flexible workweek;

11.06 c. f. increased the City's flexibility in assigning overtime with consideration of personnel's' qualifications, and allows for a deviation from assignment protocol in the event of an emergency;

11.11 a. language added to provide a temporary pay increase for Acting Dispatch Supervisor, consistent with other Acting assignments;

b. the position of Investigations Sergeant was added as a position that receives special assignment pay;

11.17 is a new provision with the intent of establishing conditions under which rest periods for employees may be required following a prolonged assignment, and permitting supervisors to adjust schedules to accommodate the need for a rest period.

6. ARTICLE 13 – UNIFORMS AND EQUIPMENT

13.3 added an additional caliber of weapon (40 or 45) for which the City will provide ammunition;

13.5 b. was added to require officers to have the necessary safety equipment with them at all times while operating a department vehicle out of uniform.

7. ARTICLE 14 - VEHICLES

14.01 following substantial negotiations, the parties agreed to limit the commuter use of vehicle to officers residing within 15 miles from WPD for new hires;

14.02 added language that while on leave longer than a week, Department employees may be required to return assigned vehicles to WPD;

14.04 specifically defined permissible incidental stops during Officers' commutes with a Department vehicle.

8. ARTICLE 15 – PAID TIME OFF (“PTO”)

15.01 increased the PTO accrual cap to 720, consistent with other City employees.

9. ARTICLE 17 – TRAINING AND EDUCATION

The Training and Education provisions were substantially revised because prior language regarding pay for training and travel time was inconsistent with federal law.

17.04 provides that employees will not be paid for non-working lunches or other social events;

17.06 was added to establish that travel time will generally be paid for actual time spent travelling, not to include layovers or waiting time, at the base rate, without assignment differentials or other premiums.

10. ARTICLE 22 – BENEFITS

The most significant and contested issue during negotiations, in part due to a pending grievance relating to the City's offering of more than one healthcare plan to all employees, the City agreed to continue both existing plans through their term for the fiscal year 2015-2016, and agreed to negotiate health insurance for the following years covered by the CBA with the Union prior to implementation of new healthcare plans.

11. DEFINITIONS

A definition section was negotiated and added to the CBA to address interpretation of the CBA, particularly in light of the specialized services and work schedules provided by WPD employees.

12. APPENDIX A – WAGE SCHEDULE

The negotiated wage schedule reflects the agreement for increases for the three year term of the CBA.