

By: Finance Department
Introduced: June 22, 2020
Public Hearing: July 13, 2020
Adopted: July 13, 2020
Yes: Burney, Dryden, Graham, Harvey, Ledford, Velock
No: None
Absent: None

**City of Wasilla
Resolution Serial No. 20-25**

A Resolution Of The Wasilla City Council Ratifying A Three-Year Collective Bargaining Agreement Between The City Of Wasilla And The Alaska District Council Of Laborers, Laborers', Local 341 Dated July 1, 2020, Through June 30, 2023.

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, there have been four collective bargaining agreements between the Alaska District Council of Laborers, Laborers', Local 341, with the latest adopted by the passage of Resolution Serial No. 17-20; and

WHEREAS, the City desires to promote harmonious and cooperative relations between the City of Wasilla (Employer) and the Laborers', Local 341 (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 Wasilla City Council by this resolution ratifies the agreement between the City (Employer) and the Laborers', Local 341 (Union) for the period of July 1, 2020, through June 30, 2023, to maintain an environment that fosters goodwill and fair relations between the Employer and Union.

Effective Date. This resolution takes effect upon adoption.

ADOPTED by the Wasilla City Council on July 13, 2020.


Bert L. Cottle, Mayor

ATTEST:


Jamie Newman, MMC, City Clerk

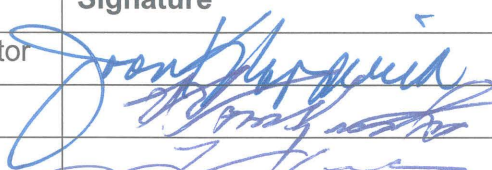


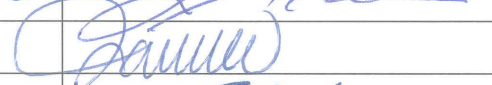

[SEAL]

**City of Wasilla
Legislative Staff Report
Resolution Serial No. 20-25**

Ratifying A Three-Year Collective Bargaining Agreement Between The City of Wasilla And The Alaska District Council Of Laborers, Laborers', Local 341 Dated July 1, 2020, Through June 30, 2023.

Originator: Troy Tankersley, Finance Director
Date: 6/9/2020

Agenda of: 6/22/2020

Route to:	Department Head	Signature	Date
X	Recreational Services Director		6/12/2020
X	Finance Director		6-12-20
X	Deputy Administrator		6/12/2020
X	City Clerk		6/15/2020
X	Mayor		6/14/2020

Fiscal Impact: yes or no

Funds Available: yes or no
Contingent upon passage of FY2022 through FY2023 Budgets.

Account name/number: n/a

Attachments: Resolution Serial No. 20-25 (2 pages)
Collective Bargaining Agreement Between City of Wasilla And Alaska District Council of Laborers, Laborers' Local 341; Effective July 1, 2020, through June 30, 2023 (30 pages)

Summary Statement: On April 13, 2020, the Wasilla City Council adopted Resolution Serial No. 20-11 that provided for the City of Wasilla and the Laborers', Local 341 (L341) to enter negotiations for a new contract.

On May 28, 2020, the City of Wasilla and L341 completed negotiations for a three-year collective bargaining agreement beginning July 1, 2020, through June 30, 2023.

On June 2, 2020, L341 held a ratification vote of its members, and the negotiated contract passed with a vote by its members of 5-0.

WMC 3.90.085 (C) requires the City to hold a public hearing allowing the public and City employees an opportunity to comment regarding a new contract.

Therefore, administration is requesting Council to review and set for public comment the collective bargaining agreement between the City of Wasilla and Laborers', Local 341.

Proposed Action: Adopt the Resolution.

Agreement

By And Between

Alaska District Council of Laborers,

Laborers' Local 341

And

City of Wasilla,

Curtis D. Menard Memorial Sports Center

July 1, ~~2017~~2020– June 30, ~~2020~~2023



THE MENARD
SPORTS & EVENTS CENTER



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ARTICLE 1
PURPOSE

The purposes of this Agreement are 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 Employer and employee groups to their mutual advantage. This Agreement sets forth the negotiated wages, hours, and other terms and conditions of employment between the parties.

ARTICLE 2
RECOGNITION

The term "Union" refers to Laborers' Local 341. The term "City" refers to the City of Wasilla. The term "CMMSC" refers to the Curtis D. Menard Memorial Sports Center.

The City hereby recognizes during the term of this Agreement the Union as the sole and exclusive representative for the employees performing work covered by the classifications set forth in Appendix A, unless the employee is working in a temporary position for less than six (6) months.

ARTICLE 3
NO STRIKE/NO LOCKOUT

This Agreement is a guarantee by all parties that there will be no strikes, lockouts, work slowdowns or stoppages during the life of this Agreement.

ARTICLE 4
UNION SECURITY AND DUES DEDUCTION

Section 4.1 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.~~

Employees understand that dues and/or fees are necessary for the maintenance of the bargaining unit, ensuring enforcement of this agreement, and the financial stability of the Union to help provide benefit plans, and improve working conditions generally. Bargaining unit employees collectively agree that financial support of the Union is fair, necessary, and integral to the success of this agreement.

All Employees covered under the terms of this agreement may voluntarily join the labor organization that represents their position (the Union) as a member and receive all rights, privileges, and benefits of Union membership. The City, including its Mayor, directors, and supervisors, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities.

Section 4.2 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 discharge.~~

Section 4.3-2 Indemnification

The Union agrees to ~~save~~ hold 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.

Section 4.4-3 Payroll Dues Deductions

Union must meet with new members within 14 business days of hire to establish proper authorization for dues deductions and health benefits. 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 Union in writing to the Mayor or designee and deliver said amount by the 15th of the month following the month in which they were deducted to the designated agent of the Union.

Section 4.5-4 Noninterference

The Employer agrees that ~~is-it~~ shall not in any manner, directly, or indirectly, attempt to interfere between any of its employees and the Union: it will not in any manner restrain or attempt to 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 Union membership or lawful Union activity. The parties agree that the Union has the right and obligation to fairly represent the employment interests of the employees of the bargaining unit.

Section 4.6-5 Union Access

Union Representatives who are not Employees shall be authorized to speak for the Union and the Employees covered by this Agreement in all matters governed by this Agreement. Union Representatives may visit work areas to discuss union business with prior notice to and approval by the Recreational Services Director (RSD) or designee. It is agreed and understood that such visits will not be allowed if disruptive to the operations of the CMMSC. The Union shall provide a list of names of the Union Representatives to the Employer.

Section 4.6 Access to New Members

The City agrees to provide the Union with the names, job classifications, phone numbers of all hired or re-hired bargaining unit members with in three (3) calendar days of the employees start date. The Union will be allowed to meet with all such employees up to sixty (60) minutes during regular work hours within thirty (30) calendar days of hire or re-hire. Such meetings will be on regular paid time and will not require the use of leave.

Section 4.7 Communication

The Union is required to respond to any City communication within fourteen (14) days. The Union representative is responsible to review the current CBA with all its members and answer any questions required for its members to follow the agreement.

ARTICLE 5
MANAGEMENT RIGHTS

The Union recognizes the right of the City to operate and manage the CMMSC and its employees, including but not limited to the following:

- 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;
- assign bargaining unit work to supervisory and management personnel as needed by the City;
- assign bargaining unit work to non-union employees on a temporary or on-call basis;
- determine the material and equipment to be used; implement new and different operational methods and procedure; determine staffing levels and requirements; determine the kind, type, and location of facilities; extend, limit, contract out, or curtail the whole or any part of the operation;
- select, hire, classify, assign, promote, transfer, discipline, demote, or discharge employees for just cause, lay off and recall employees;
- regulate all activity conducted upon City premises and on City time;
- promote and enforce rules, regulations and personnel policies and procedures;
- allow volunteer Community Service Workers to participate at the CMMSC by performing odd jobs, and volunteerism as agreed upon by Facility Management. The volunteerism is not paid employment and will not affect the work schedules of CMMSC employees.

provided that such rights, which are vested solely and exclusively in the Employer, do not violate any specific provision of this Agreement.

ARTICLE 6
LABOR MANAGEMENT COOPERATION

Section 6.1 Positive Work Environment

The Union and the City recognize that the ability of the City to effectively conduct the affairs of government and the establishment of a positive work environment for the employees depends upon mutual cooperation and effective communication among the parties.

Section 6.2 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 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 meeting 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 meeting, nor shall the requirement for 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, or Mayor's designee, and a designated agent of the Union and appended to this Agreement.

ARTICLE 7
NONDISCRIMINATION

Both the Employer and the Union agree to comply with all applicable federal, state, and local laws prohibiting discrimination. Neither the Employer nor the Union will discriminate against any employee on the basis of race, sex, religion, color, marital or parental status, age, national origin, mental or physical disability, sexual orientation, union activity, or any other status protected by federal, state or local law.

ARTICLE 8 SAFETY

Section 8.1 Employee's 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.

Section 8.2 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 under conditions posing an immediate danger of death or serious bodily injury.

Section 8.3 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.

Section 8.4 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 safety equipment and personal protection equipment 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.

Section 8.5 Safety Committee

One (1) employee will be selected by the Union from a list of volunteers to represent and participate in the City-wide safety committee. In addition to the City-wide safety committee responsibilities, the employee shall be expected to meet with the RSD or designee, on a regular basis or if a problem arises to discuss safety and health issues. All time spent working on the Committee shall be compensated at the Employee's regular rate of pay. Depending on availability and budgetary constraints, interested Employees may participate in City sponsored CPR, AED, or 4th-First aid training. Interested Employees should notify the Recreational Services Director. An employee receiving training or certifications is not a job requirement and not subject to increase in pay.

Section 8.6 Operation of Equipment

Any equipment requiring special training or certifications shall be operated by City staff who have received the necessary training consistent with City or industry standards. In the event that the City does not have a regular staff person available to operate the equipment, the City may perform said duties as long as he/she has had the necessary training.

ARTICLE 9 DISCIPLINE AND DISCHARGE

Section 9.1 Just-Cause Defined

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

Section 9.2 Progressive Discipline

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

Section 9.3 Record of Discipline

- A. A copy of the disciplinary action shall be filed in the employee's personnel file.
- B. An employee may request a reprimand be removed from the employee's personnel file after twelve (12) months upon written request to the Recreational Services Director. If there have been no further disciplinary actions of any type during the preceding twelve (12) month period, the RSD may grant the request to remove the document at Director's discretion.
- C. An employee may request that a suspension be removed from their personnel file after twenty-four (24) months upon written request to the Recreational Services Director. The RSD may remove the disciplinary action at RSD's discretion. If the RSD denies the employee's request, the employee may appeal the RSD's decision to the Mayor, whose decision shall be final.

Section 9.4 Union Notification

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.

Section 9.5 Disciplinary Appeals

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-months may not use the grievance procedure to challenge a decision to discharge them.

ARTICLE 10 **GRIEVANCE – ARBITRATION PROCEDURE**

Section 10.1 Grievance Defined

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

Section 10.2 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 grievance.
- 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.
- C. The grievance shall be submitted on the approved grievance form and signed by a Union Representative.

Step One: The written grievance shall initially be submitted to the Recreational Services Director and to Human Resources, 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 after receipt of the Step One response to submit the grievance to the Mayor, or Mayor's designee, who shall respond to the grievance in writing in fourteen (14) calendar days from receipt of the written grievance. Upon request, the Union may meet to discuss the grievance with the Mayor, or Mayor's designee. Such a meeting is in the sole discretion of the Mayor and would be held before the Mayor, or Mayor's designee. If the Union requests a meeting, the Mayor, or Mayor's designee shall respond to the request in no more than fourteen (14) calendar days and any meeting will be scheduled within thirty (30) calendar days from the initial request unless the time frames are extended by mutual agreement.

Step Three: In the event the grievance is not resolved at Step Two, the Union in its discretion may decide to request arbitration. If the Union decides to arbitrate the grievance, the Union shall within fourteen (14) calendar days after receipts of the Step Two response, submit a written request for arbitration to the Mayor, or Mayor's designee.

Section 10.3 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 on its merits.
- B. The time requirements in this Article may be extended by mutual agreement in writing.

Section 10.4 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 call out their choice. Arbitration shall be scheduled as soon as is reasonably possible following the appointment of the arbitrator, unless agreed to otherwise by the parties.

Section 10.5 Authority of the Arbitrator

- A. The Arbitrator shall conduct a hearing according to generally accepted standard 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 11 **HOURS OF WORK**

Section 11.1 Work Week

- A. The regular workweek shall consist of either eight (8) or ten (10) hours a day and forty (40) hours a week. A workweek consists of seven consecutive 24-hour periods. The standard workweek commences at 00:00:00 hours Monday, and ends at 23:59:59 hours on the following Sunday. The standard workday commences at 00:00:00 hours and ends at 23:59:59 hours on the same day. Unless otherwise provided, management retains the right to establish the hours of work and assign employees to schedules. The work schedule is “event driven”. Changes to the schedule may be necessary due to increases or decreases in events scheduled during the pay period.
- B. Flexible work schedules may be established at the request of the employee or the RSD. In the event a flexible work schedule is established for any employee covered by this Agreement, such as a 4/10 schedule, the Union shall be notified in writing.
- C. Employee’ schedules will be posted at least one (1) week prior to the beginning of the next schedule. Due to the 24/7 nature of events at the Sports Complex employees scheduled hours of work may change but only by mutual consent.

Section 11.2 Relief Periods and Meal Breaks

- A. Employee shall normally be allowed two fifteen (15) minute relief periods during the employee's shift as scheduled by the employee's immediate supervisor. The relief periods shall be taken approximately midway during the first half of their shift and the second half of their shift. The relief periods may not be combined nor used to shorten an employee's shift.
- B. The Employee's immediate supervisor shall designate an unpaid meal break approximately midway during the shift. The meal break shall be no more than one (1) hour in length and not less than thirty (30) minutes in length. If an employee is required to stay at the CMMSC during their lunch period, the meal break shall be paid.

ARTICLE 12 **TIME OFF**

Section 12.1 Paid Time Off

Regular employees shall accrue 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 paid time off once it accrues. Probationary employees, however, cannot use paid time off until after satisfactory completion of three (3) months unless authorized otherwise by the Mayor, or Mayor’s designee. Personal 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.

Section 12.2 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 or per City Code; and City Policies and Procedures.

Section 12.3 Use of Paid Time Off

- Accrued personal 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.
- 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 CMMSC operations and prior approval by the RSD or designee has been obtained by the employee. The RSD or designee shall respond within seven (7) calendar days from the date of the request.
- Time off for other purposes, not vacation or personal needs, shall be granted so long as the employee contacts the RSD or designee as soon as possible but not later than the start of the employee's next shift. Such time off may require a health care provider's medical certification for the absence at the discretion of the RSD or designee.
- Use of PTO doesn't count toward hours worked to calculate overtime.

Section 12.4 Donation

An employee may voluntarily donate unused and accrued paid time off 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 who has exhausted all his paid time off and is under the care of a physician. Paid time off 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 personal leave is being donated. The donated paid time off shall be subject to all taxation and contributions required of all payroll compensation and shall be borne by the employee to whom the paid time off is being donated. The employee must retain eighty (80) hours of PTO after donation.

Section 12.5 Amount of Paid Time Off that must be Taken Annually

At least sixty (60) hours of paid time off must be used ~~after the first complete fiscal year worked and every fiscal year thereafter~~ each fiscal year beginning with the employee's first full fiscal year. However, when in the opinion of the RSD or designee 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 leave use requirement shall be temporarily suspended in such cases.

Section 12.6 Paid Time Off Cash-in

- A. An employee may cash in paid time off two (2) times per fiscal year, provided that the employee shall retain at least eighty (80) hours of leave in his/her account.
- B. Cash in lieu of annual leave shall be subject to all taxation and contributions required of all payroll compensation. Cash in lieu of accumulated paid time off may be obtained, under emergency conditions outlined in writing and approved by the Mayor or designee, so long as the employee will retain at least eighty (80) hours of paid time off in reserve following cash payment.
- C. 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 designee.
- D. All requests must be received in the HR department no later than the close of business on the same dates as payroll timesheets are due (as published in the "payroll deadline dates"). All requests must be in writing, dated and signed by the employee (e-mail from the employee's City e-mail is acceptable). Any other leave accrual types are not available for cash-outs. All PTO cash-outs are subject to applicable payroll taxation and contribution laws. The City will pay valid cash-out requests within fourteen (14) days of the received date. Only "emergency" cash-out requests (as determined by the Mayor) may be paid in a shorter time period.

Section 12.7 Recognized Holiday during Paid Time Off Period

A recognized holiday occurring when an employee is on personal leave status shall be counted as a holiday and paid at the employee's regular rate of pay. Holiday pay while on PTO will not be banked.

Section 12.8 Paid Time Off Payment upon Termination

Upon termination, accrued paid time off shall be paid in a lump sum to the employee. 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 paid time off shall be subject to all taxation and contributions required of all payroll compensation.

Section 12.9 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 CMMSC. Leave without pay shall not be requested nor granted until such time as all accrued paid time off 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.

Section 12.10 Unauthorized Leave

Any absence not authorized and approved in accordance with provisions of this Article shall be without pay for the period of absence and shall be grounds for disciplinary action up to and including discharge.

Section 12.11 Military Leave

Employees shall be granted military leave consistent with applicable federal and state law.

Section 12.12 Workers' Compensation Leave

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

Section 12.13 Family and Medical Leave

Employees shall be granted family and medical leave consistent with applicable federal and state law.

Section 12.14 Bereavement Leave

In the event of death of an employee's family member, the employee shall be allowed up to four (4) working days off per occurrence without loss of pay. A bereavement leave request shall require prior written authorization from the employee's department head and the Mayor or Mayor's designee. For the purpose of this section, family member shall be defined as follows: the employee's spouse, child, father, mother, brother, sister, or family member by marriage.

ARTICLE 13
HOLIDAYS

Section 13.1 Recognized Holidays

The following days or days authorized and approved by the City Council 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. Such time does not count towards hours worked for overtime purposes:

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

Section 13.2 Holiday Pay When Working a Holiday

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. An employee will be credited for all hours worked on a holiday for overtime purposes. Banking the holiday is not allowed.

Section 13.3 Holidays on Days Off

- A. When a recognized holiday falls on a regularly scheduled day off, an employee shall receive eight (8) or ten (10) hours of straight time pay depending on their assigned scheduled on the holiday or
- B. An employee may choose to bank a holiday at the straight-time rate of pay instead of receiving payment for said holiday. The employee may schedule and use hours within the holiday bank, by mutual agreement. Holidays banked during the year and not used by June 30 will be forfeit. Banked holiday hours are not cashable upon termination.

ARTICLE 14 **BENEFITS**

Section 14.1 Health Insurance

Beginning July 1st, ~~2017-2020~~ the Employer agrees to contribute one-thousand ~~threefour~~-hundred and ~~seventy-sevencighty-seven~~ dollars (~~\$1,377~~~~\$1,487~~) for each employee to the Alaska Laborers Construction Industry Health and Security Fund 502 Plan.

Until June 30, ~~2020~~~~2023~~, the contribution rate shall not increase more than 8% per year.

The details of the plan will be determined by the Board of Trustees of the Alaska Laborers Employers Health and Welfare Fund, in accordance with the Trust Agreement which created the Trust Fund. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representatives the Employer-trustees and Union-trustees who constitute the board of Trustees of said Trust Fund and their lawful successors.

Section 14.2 State Retirement System

The City is a participant in the State of Alaska Public Employees Retirement System (PERS).

Section 14.3 Supplemental Benefits System

The Employer is a participant in the Supplemental Benefits System. The Employer will match the Employee contribution up to the maximum limit required by law.

Section 14.4 Life Insurance

The City may provide employees with a life insurance policy.

Section 14.5 Employee Assistance Program

The City may provide employees with an Employee Assistance Program.

Section 14.6 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.

Section 14.7 Information Regarding Benefit Plans

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

ARTICLE 15 **STAFF DEVELOPMENT**

Section 15.1 Training Programs

The City may develop and conduct general training programs as well as training programs more specific to the special operational requirements of the CMMSC. Training programs will include but not be limited to accident prevention, employee safety, and public relations.

Section 15.2 Tuition Reimbursement

When it is in the best interest of the City or it can be shown to be job-related, the City will reimburse an employee for tuition for training or education (i.e., not books, supplies or other expenses associated to the course) provided all of the following requirements are met:

1. No more than six semester credits of post-secondary education courses per calendar year per employee.
2. Council approved budget dollars must be present before approval can be obtained.
3. Pre-approval from department head and Mayor before the class is taken.
4. A passing grade of “C” or better, or a “Pass” grade in a class that provides only “pass/fail” grading results.
5. With an approved application for tuition assistance for post-secondary education courses shall pay the tuition, provided proof of payment to the employee’s department head, and then be reimbursed as the agreed amount upon successful completion of the class or course.
6. If the employee terminates employment with the City for any reason within one year after receipt of the reimbursement for such training or education, the employee will be required to repay the City the full amount of the tuition reimbursement received by the employee. Such reimbursement requirement may be waived by the Mayor in unusual or emergency situations.

ARTICLE 16 **PROBATIONARY PERIODS**

Section 16.1 Probationary Period Defined

All newly hired employees covered by this Agreement shall serve a probationary period of six (6) months. An employee who initially is hired as a temporary, but who works for more than six (6) months, shall be credited with time served and will not have to serve a new probationary period.

Section 16.2 Promoted or Transferred Employees

Any regular employee that promotes, transfers, or demotes to a different job classification shall serve a three (3) month probationary period without any loss of benefit or entitlement under this agreement.

Section 16.3 Probationary Period Extensions

Probationary periods under Sections 16.1 or 16.2 above may be extended up to three (3) months upon mutual agreement with the Union.

ARTICLE 17

JOB CLASSIFICATIONS AND WAGE RATES

Section 17.1 Productivity

The overriding consideration in the establishment of productivity standards is an honest day's work for an honest day's pay. The parties agree that it is in their best interest to provide efficient and fiscally responsible service to the community and taxpayers of the City. 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. All employees agree to comply with any productivity standards implemented. 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.

Section 17.2 Job Classifications and Wage Rates

Appendix A outlines the job classifications and wage rates for the employees covered by this Agreement.

Section 17.3 Wage Increases

- A. Effective July 1, ~~2017-2020~~ Appendix A will increase by the COLA formula in Section 17.6 below.
- B. Effective July 1, ~~2018-2021~~ Appendix A will again increase by the COLA formula in Section 17.6 below.
- C. Effective July 1, ~~2019-2022~~ Appendix A will again increase by the COLA formula in Section 17.6 below.
- D. Each employee shall move one step on July 1 of each year of this Agreement until the employee reaches Step M at a rate of 2% per Step. Once the employee reaches Step M, the employee shall only be eligible for COLA adjustments consistent with Section 17.6 below.

Section 17.4 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.

Section 17.5 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.

Section 17.6 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 (January through December) as is regularly published by the U.S. Bureau of Labor Statistics of at least two percent (2.0%) but not more than four percent (4.0%).

Section 17.7 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, and notification to the Union.

ARTICLE 18 OVERTIME AND PREMIUM PAY

Section 18.1 Overtime

- A. All hours worked after eight (8) hours or ten (10) hours per day depending on the employee's work schedule, or forty (40) hours per week, shall be paid at time and one half the employee's regular rate of pay based upon the employees work week schedule first then to include hours worked during days of rest.
- B. Except in an emergency, overtime must be pre-approved by the RSD or designee. Working unauthorized overtime may result in disciplinary action up to and including discharge.
- C. Use of Leave does not count in the calculations of premium pay.
- D. Employees shall have a break of at least ~~eight (8)~~ten (10) hours between shifts unless mutually agreed upon between the employee and management. Employees not granted ten (10) hours off between shifts shall receive premium pay of 6% per hour, based on regular wage rate for all hours worked in the second (2nd) shift. Overtime and shift differentials would still apply based on regular wage rate.

Section 18.2 Shifts and Shift Differentials

- A. Shifts shall be designated as follows:

7:00 a.m. to 3:00 p.m.	Day Shift
3:00 p.m. to 11:00 p.m.	Swing Shift
11:00 p.m. to 7:00 a.m.	Graveyard Shift

B. Shift differential shall be paid as follows:

Swing Shift - 3%	Graveyard Shift - 6%
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C. Shift differential for the swing shift shall be paid to all employees who start their shift on or after 3:00 p.m. and shift differential for the graveyard shift shall be paid to all employees who start their shift on or after 11 :00 p.m. Shift differential pay shall not apply during leave or holiday status.

D. If an employee is assigned to the day shift but works four (4) or more hours into the swing shift, the employee shall be paid the applicable differential for all hours worked during that swing shift. If an employee is assigned to the swing shift but works four (4) or more hours into the grave shift, the employee shall be paid the applicable differential for all hours worked during the grave shift in addition to the swing shift differential for all hours worked on swing. If an employee on grave shift works into the day shift, the employee shall continue to receive the grave differential for all hours worked.

Section 18.3 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.

Section 18.4 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.

ARTICLE 19
PERSONNEL/PAYROLL FILES

Section 19.1 Employee Access

With reasonable notice and at a reasonable time, an employee shall have the right to review their personnel/payroll file in the presence of the Human Resources Directors, or designee. The employee may request and obtain copies of their personnel/payroll file consistent with state law.

Section 19.2 Union and Third-Party Access

Employees may authorize in writing the release of their personnel/payroll file for review to a Union Representative or any other third-party. The only exception to this requirement is if the third-party is the federal or state government or the release of the file content is in response to a court order.

Section 19.3 Copies

If a copy of an employee's personnel/payroll file is requested by the employee, Union, or any third party, the City reserves the right to charge a reasonable rate for copying the documents requested.

Section 19.4 Confidentiality

Employee personnel/payroll files are confidential to the extent required by law.

Section 19.5 Employee Rebuttals

An employee who disagrees with any information contained in a document in the employees' personnel/payroll file has the right to prepare a written rebuttal to the document which is submitted to human resources for filing with an attachment to the challenged document.

Section 19.6 No Secret Files

The parties agree that there will be no secret files kept on employees and their employment with the City.

ARTICLE 20 **TITLE 3 AND PERSONNEL POLICIES**

Section 20.1 Prevailing Policies and Procedures

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.

Where the Agreement does not address or 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.

Section 20.2 Union Notice of Proposed Changes

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 Mayor or 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 21 **GENERAL PROVISIONS**

Section 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 of 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 provision of this Agreements, 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.

Section 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 the Agreements 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.

ARTICLE 22 **PERSONAL CELL PHONES**

While at work, employees are expected to exercise the same discretion in using personal cellular phones as they use with company phones. Personal calls or texting during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others. Employees should limit personal calls during work time. The nature of a personal phone call shall be quick, concise, and of an urgent nature. Employees should ensure that their friends and family members are instructed of this policy.

Use of personal cellular phone devices for external employment is prohibited during working hours. This includes but is not limited to receiving or placing calls, text messaging, surfing the Internet, receiving or responding to email, checking for phone messages, or any other purpose related to your outside employment or business.

If employee use of a personal cellular phone causes disruptions or loss in productivity, the employee may become subject to progressive discipline.

ARTICLE 23 TERM OF AGREEMENT

Section 23.1 Duration

This term of this Agreement shall be from July 1, ~~2017-2020~~ to June 30, ~~2020-2023~~, 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.

Section 23.2 Notice of Re-negotiation

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.

Section 23.3 Letters of Agreement

Nothing herein will preclude the termination, modifications or amendment of this Agreement at any time by written mutual consent of the parties.

Section 23.4 Effective Date

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 the 1st day of July, ~~2017-2020~~, by the duly authorized agents and representatives of the parties hereto. No previous written or oral agreements shall apply after the signing of the Agreement.

Bert L. Cottle
Mayor
City of Wasilla

A.J. "Joey" Merrick II
Business Manager/Secretary-Treasurer
Laborers' Local 341

Troy Tankersley
Finance Director

~~Larry Mooney~~ Brandon Calcaterra
President
Laborers' Local 341

Joan Klapperich
Recreational Services Director

~~Sergio Acuña~~ Lynda McCarty
Laborers' Local 341

Appendix A Job Classifications and Wage Rates
July 1, 2020 – June 30, 2023

One Year Increment Steps @ 2.0%

	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M
Maintenance Specialist	4	27.29	27.86	28.41	28.98	29.57	30.17	30.76	31.38	32.00	32.63	33.28	33.95	34.63
Bldg Support Lead	3	25.31	25.82	26.32	26.84	27.39	27.94	28.50	29.07	29.65	30.24	30.84	31.46	32.10
Secretary	2	20.65	21.07	21.49	21.91	22.36	22.80	23.27	23.71	24.20	24.69	25.19	25.68	26.20
Bldg Support Laborer	1	19.03	19.38	19.79	20.18	20.58	20.99	21.42	21.83	22.28	22.73	23.18	23.63	24.12

MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF WASILLA

AND

LABORERS' LOCAL 341

The City of Wasilla (City) and Laborers' Local 341 (Union) hereby enter into this Memorandum of Agreement, which shall serve as an addendum to the parties' 2020-2023 Collective Bargaining Agreement (Agreement). The parties hereby agree that Section 17.6 Cost-of-Living Adjustment in the 2020-2023 Collective Bargaining Agreement, shall be amended to the fixed amount designated below:

<u>Date</u>	<u>Fixed Increase</u>
July 1, 2020	1.64%
July 1, 2021	2.00%
July 1, 2022	2.25%

The parties further agree that this Memorandum of Agreement applies only to the 2020-2023 Agreement.

Bert L. Cottle
Mayor
City of Wasilla

Date: _____

A.J. "Joey" Merrick II
Business Manager/Secretary-Treasurer
Laborers' Local 341

Date: _____