

**CITY OF WASILLA  
RESOLUTION SERIAL NO. 11-15**

**A RESOLUTION OF THE WASILLA CITY COUNCIL RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WASILLA AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302 DATED APRIL 1, 2011 THROUGH MARCH 31, 2014.**

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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 first collective bargaining agreement between the International Union of Operating Engineers, Local 302, was adopted by the passage of Resolution Serial No. 08-34; 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 Wasilla City Council by this resolution ratifies the agreement between the City (Employer) and the International Union of Operating Engineers, Local 302 (Union) for the period of April 1, 2011 through March 31, 2014, to maintain an environment that fosters good will and fair relations between the Employer and Union.

ADOPTED by the Wasilla City Council on May 9, 2011.

  
VERNE E. RUPRIGHT, Mayor

ATTEST:

  
AMANDA E. CHARLES, CMC, Deputy City Clerk

[SEAL]

VOTE: Harris, Holler, Katkus, Sullivan-Leonard and Woodruff in favor. Menard absent.







**CITY OF WASILLA  
LEGISLATION STAFF REPORT**

**Resolution Serial No. 11-15: RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WASILLA AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302 DATED APRIL 1, 2011 THROUGH MARCH 31, 2014.**

**Agenda of:** May 9, 2011  
**Originator:** Finance Director

**Date:** April 27, 2011

Route to:	Department	Signature/Date
X	Finance Director	 4/27/11
X	Public Works Director	 4/27/11
X	Deputy Administrator	 4/27/11
X	City Clerk	

**REVIEWED BY MAYOR VERNE E. RUPRIGHT:** 

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

**Account name/number:** Funds available contingent upon passage of future budgets.

**Attachments:** None

**SUMMARY STATEMENT:**

On January 13, 2011, the City began negotiations for a Labor Agreement with International Union of Operating Engineers, Local 302.

On April 8, 2011, the City and Laborers Local 302 reached a tentative agreement.

On April 19, 2011, the International Union of Operating Engineers, Local 302 met with its members to include: Public Works-Roads Maintenance, Properties Maintenance, and Parks Maintenance; Sewer; Water; and Airport employees to present the proposed contract to its membership. The employees subsequently voted to accept and as such, ratified the agreement.

**STAFF RECOMMENDATION:** 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. 11-15.

# AGREEMENT

Between

City of Wasilla

And

International Union of Operating Engineers  
Local 302

Effective April 1, 2011 through March 31, 2014

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THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the City of Wasilla, hereinafter referred to as the City, and the International Union of Operating Engineers, Local 302, hereinafter referred to as 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 of 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 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, and administration of the agreement.

**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 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 the Union 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 WORKING DUES DEDUCTIONS

In accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302 (c) of the Labor Management Relations Act, as amended, the Employer agrees to deduct from each employee's gross wages, Working Dues in accordance with the terms of the written authorization from the particular employee. Said amount will be deducted once each pay period for the wages of each employee for which the Employer has received a written authorization. All monies collected for Working Dues by the Employer shall be paid to the agent for Local 302, namely: Operating Engineers, Welfare & Pension Administration Service, Inc., P.O. Box 34205, Seattle, Wash. 98124-1205. The Working Dues which are deducted shall be paid monthly by the 15th of the month following the month in which they were deducted, and shall include a complete list of employees upon whose behalf deductions were made and the amount deducted from each employee.

### 6.5 MONTHLY MEMBERSHIP DUES DEDUCTION

Upon written authorization of an employee, the Employer shall deduct monthly from the payroll of the employee the amount of monthly Union membership dues. The total amount of monthly membership dues deductions shall be transmitted at least once each month by the Employer to the Union (IUOE Local 302, 4001 Denali Street, Anchorage, AK 99503) by check drawn to the order of the Union. The Employer shall, no later than the fifteenth (15th) day of the month following the month during which the deduction was made, remit payment to the Union and shall include a complete list of employees upon whose behalf deductions were made and the amount deducted from each employee.

## **ARTICLE 7 VACANCIES AND PROBATIONARY PERIODS**

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

#### A. TEMPORARY EMPLOYEE (SUMMER SEASONAL)

For summer seasonal type work, temporary employees may be scheduled to work on an interim or temporary basis. If a temporary employee works less than six (6) months, the employee shall not be required to make membership of the union, nor be covered on this agreement. A temporary employee, who works more than six (6) months, shall become a regular employee and subject to the terms and conditions of this agreement. Upon

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Agreement Between City of Wasilla and Local 302

Ratified by Local 302 – April 19, 2011

Adopted by Wasilla City Council, Resolution No. 11-15, May 9, 2011

notification to the Union, the Mayor may extend the temporary status up to an additional three (3) months. Seniority will be retroactive to their hire date under the terms of this agreement.

**B. REGULAR EMPLOYEE**

An employee who has successfully completed the probationary period and is subject to the terms and conditions of this agreement, Title 3 of the City of Wasilla Code, and the personnel policies and procedures handbook.

**C. FULL TIME EMPLOYEE**

All employees covered under this contract will be considered full time, and will be scheduled to work no less than forty (40) hours per week.

**7.2 HIRING PROCEDURE**

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, providing that the Employer follows the membership requirements outlined in Article 6.1. Upon an open position, the procedure is as follows:

- A. The vacancy will be posted within the department, and 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 and will take seniority into consideration when making such hiring decisions.
- B. If the vacancy is not filled from within the Department, the City shall contact the Union Hiring Hall in writing or by phone. The Union Hiring Hall shall have two (2) working days to refer qualified applicants before the City advertises the vacancy. The City shall not be required to hire any referral from the Union Hiring Hall. After thirty (30) calendar days the position has not been filled, the City shall notify the Union Hiring Hall of the situation and may request further applicants.
- C. The city shall have two (2) working days to notify the Union Hiring Hall when a qualified applicant has been selected. The City shall include the person's name, classification, start date, and contact information in the notice. The new employee will not be allowed to start work until the Union notifies the city, in writing or by phone, that all Union paperwork has been completed.

**7.3 PROBATIONARY PERIODS**

- A. All new-hire 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 three (3) month 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 shall 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.

**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 shall 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.

10.5

- A. An employee may request a reprimand to be removed from the employee's personnel file after twenty-four (24) months upon written request to the Public Works Director. If there have been no further disciplinary actions of any type during the preceding twenty-four (24) month period, the Director may grant the request to remove the document at the Director's discretion. An employee may request that a suspension be removed from their personnel file after forty-eight (48) months upon the written request to the Public Works Director. The Director may remove the suspension at the Director's discretion. If the Director denies the employee's request, the employee may appeal the Director's decision to the Mayor, whose decision is final.
- B. Employees shall have only one (1) personnel file. The employee's personnel file shall be made available upon request by the Union or Employee.

## **ARTICLE 11 GRIEVANCE - ARBITRATION**

### 11.1 GRIEVANCE – DEFINED

A grievance is defined as any disagreement between the City and the Union on 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 in writing and signed by the District Representative or his designee.

STEP ONE. The written grievance shall 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 FMCS 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 its employees, including but not limited to the following:

- A. The right to establish and require standards of performance; direct employees and their work; maintain order and efficiency; determine job assignments ,work schedules and overtime; establish qualifications of work to be performed by employees;
- B. The right to determine the materials and equipment to be used in the performance of work; implement or alter 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. The right to 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. The right to select, hire, classify, assign, promote, transfer, discipline, demote, or discharge employees for just cause; lay off and recall employees;
- E. The right to 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 followed by 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 seventy-two (72) 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 PROTECTION

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 more than 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**

Accrued PTO leave may be used by half (½) hour increments for the following reasons, but not limited to: vacation or other personal needs; illness; injury; medical and dental appointments; care for an employee's child, spouse, or parent due to illness or injury; bereavement; and maternity leave.

- A. Requests for time off of three (3) consecutive days or more should be made at least fourteen (14) days in advance. Request of less three (3) consecutive days off, the employee will endeavor to give reasonable notice when possible. All request shall be granted so long as the time off will not be detrimental to the department operations and prior approval by the Department Director, or their designee, has been obtained by the employee.
  1. PTO shall be on a first come, first served basis. However if more than one person made their request on the same day, for the same time, the person with the most



Job Classification seniority followed by Department seniority shall be given preference.

- B. Requests for time off relating to personal or family health reasons such as, medical or dental appointments/procedures, illnesses, or injuries, shall be granted so long as the employee contacts their supervisor as soon as possible, but no later than the start of their next shift. Such time off 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 their 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 any authorized leave must be used 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 OUT

- A. An employee may cash out 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. 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.
- 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 PTO ROLL-OVER

Employees are permitted to carry over PTO hours from year to year until a maximum of seven hundred twenty (720) hours of PTO has accrued. Any accrued PTO in excess of the seven hundred twenty (720) hour maximum shall be paid out at one hundred percent (100%), at the employee's current rate of pay at the end of each fiscal year.

#### 14.8 PTO LEAVE PAYMENT UPON SEPARATION

Upon separation, provided the Employee has met their six (6) month new-hire probation period, accrued PTO leave shall be paid in a lump sum to all employees with, or at the same time as, their final paycheck. 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 payment 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 approval of the Mayor or Mayor's designee. Each request for leave without 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(step/foster), father(step/in-law), mother(step/in-law), brother(step/in-law), sister(step/in-law), grandchild, grandparent(in-law), legal guardian, and any other live-in family member.

#### 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, in which authorization shall be approved by the District Representative, or their designee, in writing and shall identify the recipient(s). 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.

The account will be funded automatically by the Employer in the amount of two (2) hrs of PTO leave from every full-time Employee covered under this agreement on the first pay period in January of each year. No deductions will be made in years in which the bank balance is in excess of \$2500.00. The Employer will incur no additional cost as a result of Union leave usage.

## **ARTICLE 15 HOLIDAYS**

### **15.1 RECOGNIZED CITY HOLIDAYS**

The following holidays authorized and approved by the City Council shall be recognized as holidays with pay for all 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 ten (10) 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 or their designee)

### **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 eight (8) or ten (10) hours of straight time pay depending on their assigned schedule on the holiday.

### **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

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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. Banking the holiday is not allowed.

#### 15.5 FLOATING HOLIDAY PROVISION

- A. Two (2) floating holidays shall be per calendar year, and shall not accumulate from one year to the next.
- B. Two (2) eight (8) hour floating holidays shall be awarded, regardless of employee's schedule, on January 1 of each year.
- C. Requests to use the floating holidays shall be granted so long as the time off will not be detrimental to the department operations and prior approval by the Department Director, or their designee, has been obtained by the employee.
- D. Probationary employees may use the floating holidays thirty (30) days after their employment, regardless of their completion of the probationary period.
- E. The following schedule shall be used when awarding floating holidays to newly hired employees:
  - a. If hired between January 1 and June 30 – two (2) floating holidays
  - b. If hired between July 1 and September 30 – one (1) floating holiday
  - c. If hired between October 1 and December 31 – no floating holiday

The employee will receive the full two (2) floating holidays on January 1 of the year immediately following their date of hire.

- F. Floating holidays are not cashable upon termination.

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

#### 16.1 REGULAR PAYDAY

- A. The Employer shall establish a regular bi-weekly payday on which Employees shall be paid during working hours, or by the method of direct deposit. Payday shall not be later than seven days following the end of the payroll period.
- B. Time cards shall be reviewed and signed by the employee bi-weekly and submitted to the Employer. Time cards shall not be changed or altered without prior consultation with the Employee and/or authorized Union representative.

- C. Copies of the employee's time cards shall be made available by the employer for inspection by the employee or, if authorized by a Union Representative, mailed to the Union hall upon forty-eight (48) hours notice by the Union.
- D. For the purposes of pay, a payroll week is further defined as beginning at 00:00:00 hours Monday and ends at 23:59:59 on the following Sunday. This payroll week is established for the purpose of uniformity and defining the pay period.
- E. When an employee is laid off, voluntarily terminates, or is discharged, the employee's wages and unused PTO must be paid in accordance with state law.
- F. The employer shall itemize deductions on pay checks so employees can determine the purpose for which amounts have been withheld and shall indicate the basic rate of pay per hour and the number of straight time hours, overtime hours, PTO hours, holiday hours, dues deductions, incentive pay rate and hours, and PTO accrued hours.

## 16.2 JOB CLASSIFICATIONS AND WAGE RATES

The following job classifications and wage rates are effective April 1, 2011

SEE ATTACHMENT: Appendix A

## 16.3 STEP MOVEMENTS

Step movements are to reward employees for satisfactory and above satisfactory work performance as evaluated through the annual performance evaluation process. The granting of a Step movement will be based on the scores received on their annual performance evaluations as follows:

- 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 "2" 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 every fiscal year thereafter so long as the employee has received two (2) overall ratings of "2" or better since their last step increase, in any number of years since 2008, on their annual performance evaluation.

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- C. The City's fiscal year starts on July 1 of each calendar year.
- D. An employee who does not receive a "2" or better on their annual performance evaluation, may challenge their overall rating and evaluation by appealing the decision through the Department Direct to Human Resources. Human Resources will work with the Union Business agent, or their designee, to reach a solution. Appeals shall be filed to the Human Resources Department within fourteen (14) calendar days from the time the Employee is notified of their Performance Evaluation score. Human Resources and the Union shall meet within fourteen (14) calendar days from the date the appeal was filed. If Human Resources and the Union are unable to resolve the matter to the Employee's satisfaction, the appeal shall be heard by the Mayor. The Mayor's decision is final, and is not grievable under the terms of this section.

#### 16.4 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.

#### 16.5 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.

#### 16.6 PERFORMANCE EVALUATION CRITERIA AND STANDARDS

- A. For purposes of this Article, the performance evaluation criteria and standards shall be those agreed upon at the time of ratification of this agreement, and attached as Appendix B to this agreement. The parties agree and understand that the criteria and standards of the Annual Performance Evaluation 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 21.3.
- B. Each employee will receive an annual performance evaluation not later than June 1 of each calendar year. If during the mid-year (December-January) an employee appears to not be meeting the standards to attain their needed score for their year-end performance evaluation, the supervisors shall take the responsibility to inform the employee they are below par. This will allow enough time for the employee to correct the situation and be eligible for the step increase. This will be an informal process, not necessarily in written form, but will be documented and the Union Business Agent will be notified. If an employee or Union agent has not been notified of a deficiency at this point they can assume that their supervisor has determined their work is satisfactory and shall be eligible for the step increase.

C. Performance Evaluations will be based on a four (4) point whole number system and based on the average of ten (10) performance competencies: 1 = Unsatisfactory, 2 = Satisfactory, 3 = Above Satisfactory, 4 = Exceptional.

a. A score of 1 in any category needs an explanation and how to correct their performance for that particular category.

#### 16.7 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 (rounded to the second decimal) 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.

#### 16.8 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 safety equipment and personal protective equipment as may be needed for the safety and health of employees, and in accordance with Federal and State regulations. Past practices will continue with regard to providing tools, equipment, and protective clothing required by the job and the City.

- A. Mandatory training, including travel, shall be considered paid time. If the training takes place in the municipality of Anchorage, a maximum of two (2) hours of travel time will be paid to the employee, at the applicable rate of pay, to travel between the City of Wasilla and the Municipality of Anchorage. Travel time beyond the Municipality of Anchorage will be paid in accordance with personnel policy and procedure.

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

#### 18.1 WORK WEEK

The workweek consists of seven (7) consecutive twenty-four (24) hour periods. The standard workweek commences at 00:00:00 hours Monday and ends at 23:59:59 hours on the following Sunday. Unless otherwise provided, management retains the right to establish the hours of work and assign employees to schedules.

- A. Full-time working hours shall consist of forty (40) hrs per week and either;
  - a. Four (4) consecutive day workweek, ten (10) consecutive hours a day, with three (3) consecutive days off, or
  - b. Five (5) consecutive day workweek, eight (8) consecutive hours a day, with two (2) consecutive days off.

#### 18.2 OVERTIME

- A. Depending on the work week shift, overtime shall be paid in accordance to State law.
- 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.
- C. On scheduled overtime, the city shall maintain an overtime list in which overtime shall be offered on a rotating basis.

D. On Unscheduled overtime, the city will offer overtime on a rotating basis, however if no employee is available or accepts the city may do what is deemed practical.

E. All overtime work, including work on Saturdays and Sundays, will be offered to all full-time employees first, and then offered to temporary employees.

### 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. Up to two (2) paid fifteen (15) minute rest periods may be taken when time allows.

### 18.4 SHIFT DIFFERENTIAL

A. Shift start times shall be within the designated times 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 before 10:00 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. and before 6:00 a.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 returning 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

On-call status shall be used above and beyond the employee's regular shift.

- A. Employees, who are in on-call status at the direction of the Department Director, or their designee, 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, or their designee, shall be paid two (2) hours of pay at time and one half (1½) rate for each work day or portion thereof spent in on-call status.
- C. If an employee is called back while being in "on-call" status, the employee shall receive the call back guarantee as outlined in article 18.5.

#### 18.8 SCHEDULE CHANGES

Temporary shifting of an employee's regularly scheduled hours of work may be done upon request of an employee with the approval of the employee's immediate supervisor. Temporary changes to a shift will not be done to avoid the payment of overtime.

- A. Temporary or permanent changes to an employee's regularly scheduled hours of work may be made so long as the affected employee is provided at least fourteen (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 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 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 any article of this agreement, and/or wages, hours, or terms and conditions of the employment as outlined in Article 21.3.

**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.
- C. Changes to the health care plan offered to the employees at the time of ratification of this agreement, shall be negotiated with the Union prior to implementation.

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 shall be obtained from Human Resources within five (5) business days of written request from the Union.

## **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. The term of this Agreement shall be from April 1, 2011 to March 31, 2014, 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 16<sup>th</sup> day of May, 2011.


CITY OF WASILLA


INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 302


  
Verne Rupright  
Mayor

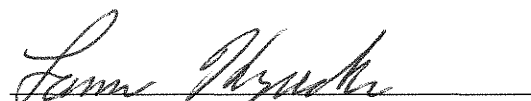
  
Tony Hansen  
District 6 Representative

  
Troy Tankersley  
Director of Finance – Lead Negotiator

  
Shane Linse  
Business Agent – Lead Negotiator

  
Archie Giddings  
Director of Public Works – Team Member

  
Lynn Follett  
Negotiation Team Member

  
Lance Kopsack  
Negotiation Team Member

**LETTER OF UNDERSTANDING**

**Between the**

**International Union of Operating Engineers, Local 302**

**And**

**City Of Wasilla**

***RE: Wage Concessions***

This side letter agreement is between Local 302 of the International Union of Operating Engineers and the City of Wasilla and shall apply April 1, 2011 and ends March 31, 2014.


It is agreed that sections 16.2 STEP MOVEMENTS and 16.5 COST-OF-LIVING ADJUSTMENT shall not apply during the term of this contract.

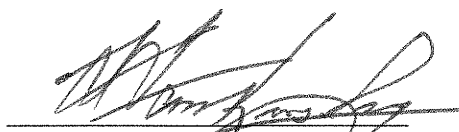
It is agreed the wage increases for the term of this contract are as follows:

- July 1<sup>st</sup>, 2011 – 3.5%
- July 1<sup>st</sup>, 2012 – 3.5%
- July 1<sup>st</sup>, 2013 – 4%

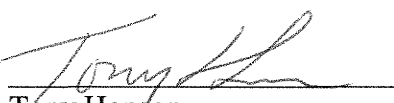
Dated this 16<sup>th</sup> day of May, 2011


For the City of Wasilla:

  
Verne Rupright  
Mayor

  
Troy Tankersley  
Director of Finance – Lead Negotiator

For IUOE Local 302:

  
Tony Hanson  
District 6 Representative

  
Shane D. Linse  
Business Agent – Lead Negotiator



