

By: Finance & Police Department

Adopted: September 24, 2012

Vote: Council Members Harris, Katkus, Sullivan-Leonard, Wall and Woodruff in favor
Holler absent

**CITY OF WASILLA
RESOLUTION SERIAL NO. 12-28**

A RESOLUTION OF THE WASILLA CITY COUNCIL RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WASILLA AND THE TEAMSTERS, LOCAL 959 DATED JUNE 1, 2012 THRU MAY 31, 2015.

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 Teamsters, Local 959 was adopted by the passage of Resolution Serial No. 09-16 on June 8, 2009; and


WHEREAS, the City desires to promote harmonious and cooperative relations between the City of Wasilla (Employer) and the Teamsters, Local 959 (Union); and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Wasilla, Alaska by this resolution ratifies the agreement between the City (Employer) and the Teamsters, Local 959 (Union) for the period of June 1, 2012 thru May 31, 2015, to maintain an environment that fosters good will and fair relations between the Employer and Union.

ADOPTED by the Wasilla City Council on September 24, 2012.



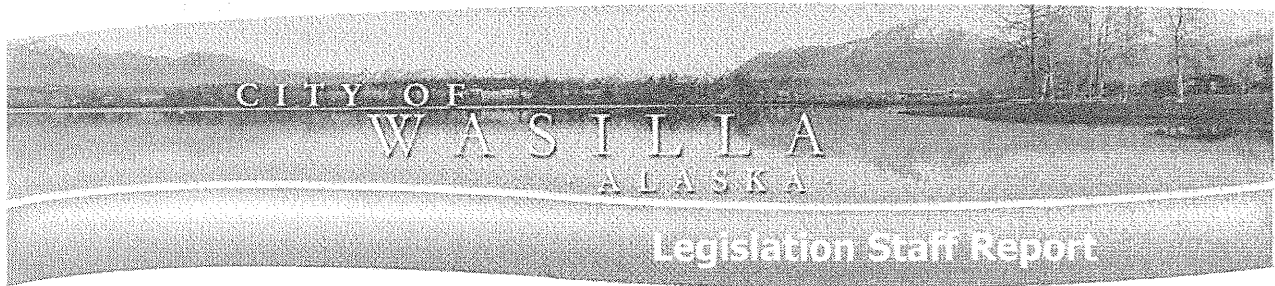
VERNE E. RURRIGHT, Mayor

ATTEST:



KRISTIE SMITHERS, MMC, City Clerk

[SEAL]



Resolution Serial No. 12-28: A RESOLUTION OF THE WASILLA CITY COUNCIL RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WASILLA AND THE TEAMSTERS, LOCAL 959 DATED JUNE 1, 2012 THRU MAY 31, 2015.

Agenda of: September 24, 2012

Date: September 13, 2012

Originator: Troy Tankersley, Finance Director

Route to:	Department	Signature	Date
X	Chief of Police	<i>Steve Bolden</i>	9/19/12
X	Finance Director	<i>Troy Tankersley</i>	9-13-12
X	Interim Deputy Administrator	<i>[Signature]</i>	9/18/12
X	City Clerk	<i>[Signature]</i>	9/15/12

REVIEWED BY MAYOR VERNE E. RUPRIGHT: *[Signature]*

FISCAL IMPACT: yes or no Funds Available Yes or No

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

Attachments: Agreement By and Between City of Wasilla, Wasilla Police Department and Teamsters, Local 959.

SUMMARY STATEMENT:

On April 13, 2012 the City began negotiations for a Labor Agreement with Teamsters, Local 959 covering approximately 47 members within the Wasilla Police Department. The period covered for this contract is from June 1, 2012 through May 31, 2015.

On August 14, 2012 the City and Teamsters, Local 959 reached a tentative agreement.

On September 5th and 8th, 2012 the Teamsters, Local 959 met with its members to present the proposed contract to its membership. On September 11, 2012 the employees/members voted to accept the proposed contract 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. 12-28.

A G R E E M E N T
By and Between
CITY OF WASILLA
WASILLA POLICE DEPARTMENT
and
TEAMSTERS LOCAL 959

June 1, 2012 - May 31, 2015

CITY OF WASILLA
Wasilla Police Department

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PREAMBLE

This Agreement is made and entered into this 1st day of June 2012, by and between the City of Wasilla, Wasilla Police Department ("City") and Teamsters Local 959, ("Union").

**ARTICLE 1
PURPOSE OF THIS AGREEMENT**

1.01 This Agreement's purposes are to foster harmonious relations between the City, the employees, and the Union to create an equitable and peaceful grievance and arbitration procedure for the resolution of differences; to establish pay rates, hours of work, and other terms and conditions of employment; and to ensure efficient and effective public service for the citizens of the City of Wasilla.

**ARTICLE 2
RECOGNITION AND BARGAINING UNIT**

2.01 The City of Wasilla hereby recognizes the Union as the exclusive bargaining representative for all employees of the Wasilla Police Department, except and excluding, the Chief of Police, Deputy Chief of Police, Police Lieutenant, and the Records and Communications Manager, as determined by the Alaska Labor Relations Agency, Case No. 07-1917-RC and 07-1518-RC (consol.).

**ARTICLE 3
UNION SECURITY AND ACTIVITIES**

3.01 Union Membership or Agency Fee. It shall be a condition of employment that all regular employees become and remain members in good standing with the Union, or pay an agency fee to the Union, not to exceed the amounts required for initiation and Union dues. This requirement shall become effective the thirty-first (31st) day following their first day of employment, or the thirty-first (31st) day following the execution of this Agreement, whichever occurs later. The City, upon thirty (30) days' written notification from the Union, will terminate the employment of an employee not in good standing. Nothing will prohibit an employee from becoming a member in good standing up to the day of termination.

3.02 Dues Checkoff. The City, upon receipt of a written authorization signed by the employee, shall deduct from such employee's wages, the current Union monthly and supplemental dues, and initiation fees as directed by the Union. The City will remit same to the duly authorized representative of the Union not later than the fifteenth (15th) day of the month following the month during which the employee's financial obligation to the Union accrued, together with a list of the names of the employees from whose pay deductions were made.

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3.03 Indemnification.

A. The Union agrees to hold the City harmless for any termination action taken against an employee for failing to remain a member in good standing or pay an agency fee to the Union.

B. The Union agrees to hold the City harmless from all liability in connection with dues collection.

3.04 Alaska Labor Independent Voters Education (ALIVE). Upon written authorization from an employee, the City agrees to deduct from the employee's pay for the Alaska Labor Independent Voters Education ("ALIVE") fund. No deductions shall be made if prohibited by applicable law. Said deductions shall be forwarded to the Union monthly at the same time as the dues deductions.

3.05 Notification of Representative. The Secretary-Treasurer of Teamsters Local 959 will designate, in writing, a Business Representative who will have the authority to represent the Union in all matters pertaining to this Agreement. Such written designation shall be forwarded to the Mayor, or designee, and the Chief of Police.

3.06 Union Access to City Property. Upon prior approval by the Chief of Police, or designee, the Union Business Representative, or designee, will be permitted to visit employees during regular working hours. Approval of such visitation shall be granted. Such visitation may be curtailed or rescheduled if operational needs of the department require. The Union Business Representative will be escorted by an employee of the Department while on premises, if required by Department protocols and procedures to ensure security and confidentiality.

3.07 Shop Stewards.

A. The City recognizes the right of the Union to designate four (4) shop stewards and one (1) alternate. The Union agrees to notify the Mayor, or designee, and the Chief of Police, in writing, who is designated as the shop stewards at the start of each calendar year.

B. The duties and activities of the shop steward will be limited to the handling, investigation, and settlement of grievances and complaints, and potential grievances and complaints, in accordance with the grievance procedure. Additional duties and activities may be assigned by the Union upon mutual agreement with the Chief of Police, or designee. Such agreement will be contingent on operational needs and not unreasonably withheld.

C. As shop stewards, the employees will be expected to continue to work in the same manner as all other employees and to comply with all Department protocols and procedures.

D. Whenever possible, shop steward duties will be performed during off duty time.

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1. When an employee needs to perform shop steward duties during working hours, the employee will give prior notification to the employee's immediate supervisor. If performing shop steward duties during work time hinders the Department's operations or creates an unsafe situation, the employee will be asked to find another time to perform those duties.

2. The City may require an employee to conduct shop steward duties either at the start or end of their regular shift. In such cases, the employee shall be paid at their straight time rate of pay.

E. Time spent performing shop steward duties during working hours will be noted on the employee's timecard and paid by the City at the applicable rate of pay. Time spent on shop steward duties during working hours will not be considered hours worked for overtime purposes. An employee conducting business with a shop steward will conduct the business in such a way that their duties will not cause overtime, unless initiated by the City and Weingarten applies.

F. Shop stewards shall not be subject to discipline for performing any of the shop steward duties within the scope of their authority consistent with this Section.

3.08 Examination of Department Records for Contract Administration. The Union may request Department records regarding an employee's work and performance, other than the personnel/payroll files, by submitting a written request to the Chief of Police, or designee. Such information shall be provided as allowed by law or required under the State's Freedom of Information Act. If the information may be disclosed to the Union, the City shall make available the records requested to the Union Business Representative for review on site at the Department. After review, copies of such documents will be made available upon request by the Union.

3.09 Bulletin Boards. The Union shall have two (2) designated bulletin boards. Space for the board shall be provided by the City and will be located in an area easily accessible. Postings by the Union on such bulletin boards are confined to official business of the Union, and Union information for the members in the bargaining unit.

3.10 Employee Roster. The City agrees to furnish the Union quarterly with a roster of all employees working under the jurisdiction of the Union. This roster shall list each employee's date of hire, job classification, and seniority.

3.11 New Hire Notification. The City shall advise the Union, in writing, of all new police department employees, their date of hire, and job classification within seven (7) calendar days of employment.

3.12 New Member Orientation. Within the first thirty (30) calendar days of employment, the Union Business Representative, or designee, shall be allowed to meet with any new employees for up to one (1) hour to discuss matters pertaining to this Agreement and Union representation. Such meeting shall occur at the worksite. The

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meeting must be scheduled with the Chief of Police at least five (5) working days in advance to allow for operational needs.

3.13 Confidential and Sensitive Nature of Law Enforcement Work. The Union understands that it may have access in its role as the exclusive representative to confidential and sensitive information. The Union agrees that any such information obtained in its representation of the employees covered by this Agreement shall be maintained in confidence and protected from unauthorized disclosure to any third party, including bargaining unit members who do not have a need to know the information.

3.14 Notice of Shop Stewards and Safety Advisors. The Union shall provide the City every January 1 with the list of shop stewards and safety advisors. This list shall be provided to the Chief of Police and Human Resources.

**ARTICLE 4
MANAGEMENT RIGHTS**

4.01 Nothing in this Agreement is intended, or should be construed, to interfere with the prerogatives of the City, regardless of the frequency of exercise, to operate and manage the Police Department and its employees. The City reserves the following management rights, including but not limited to:

- A. direct and evaluate employees and their work; determine job assignments and work schedules; require and assign overtime; determine the qualifications for each job; establish and maintain job descriptions;
- B. assign bargaining unit work to supervisory or management personnel as needed by the City, so long as the practice does not violate this Agreement and is not done for the purpose of displacing any bargaining unit member;
- C. determine the materials and equipment to be used; implement new and different operational methods and procedures; determine budget, staffing levels and requirements; determine the kind, type, and location of facilities; extend, limit, or curtail the whole or any part of the operation;
- D. hire, classify, assign, promote, demote, and transfer employees; discipline or discharge employees for just cause; layoff and recall employees; right to establish and require standards of performance;
- E. regulate all activity conducted on City premises, on City time, in City vehicles and regarding City equipment; maintain order and efficiency; and
- F. promulgate, amend, and enforce rules, regulations, policies, and procedures, including, but not limited to, Wasilla Police Department Policies and Standard Operating Procedures Manuals, Wasilla Municipal Code and City of Wasilla Personnel Policies and Procedures.

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The parties understand and agree that the City may exercise its reserved management rights so long the City's actions are not in conflict or inconsistent with the provisions of this Agreement.

4.02 The parties understand that the City may subcontract where there is a temporary, specific project need in the Department, so long as such subcontracting will not reduce or eliminate existing bargaining unit work.

**ARTICLE 5
NON-DISCRIMINATION**

5.01 Both the City and the Union agree to comply with all applicable law prohibiting discrimination. Neither the City nor the Union will discriminate against an employee on the basis of race, gender, religion, national origin, color, age, disability, or any other protected status under federal, state, and local law. All reference to employees in this Agreement designates both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE 6
GRIEVANCE - ARBITRATION**

6.01 Informal Resolution of Disputes.

A. Both parties agree to use their best efforts to resolve matters informally through their chain of command without resorting to the grievance-arbitration procedure. Such informal methods shall involve the employee, the employee's immediate supervisor, and a Union shop steward. In some situations, it may also include the Chief of Police and a Union Business Representative.

B. Any resolution arrived at informally must be consistent with this Agreement and documented in writing. Copies of the resolution shall be provided to all parties.

C. In the event such informal methods do not resolve the grievance, the grievance shall be reduced to writing and processed in accordance with the steps set forth below in Section 6.03.

D. Nothing in this Section changes the requirement for filing an initial grievance within fourteen (14) calendar days of the time the employee or the Union knew of the alleged violation, unless mutually agreed to otherwise in writing.

6.02 Grievance Defined. Grievance shall mean, and be limited to, disputes or differences between the City and the Union, or employees so represented, with respect to the interpretation or application of any specific provision of this Agreement.

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6.03 Grievance Requirements and Time Frames.

- A. 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 of the alleged violation and submitted at Step One. In a discharge grievance, the grievance shall be reduced to writing within ten (10) calendar days and submitted at Step Three.
- B. Failure of the Union to file a grievance according to the time frames shall constitute a forfeiture of the grievance and precludes arbitration of its merits. If the City fails to meet a time frame, the grievance may be filed by the Union at the next step.
- C. The time requirements in the Article may be extended by mutual, written agreement between the Union and the management representative responsible for the response at each step.
- D. The grievance must be submitted on a Union-approved grievance form and signed by a Union Business Representative, or designee.
- E. Where a written submission is required by a certain date, the postmark or date of transmission shall be used to determine timeliness. Transmission and electronic receipt shall be used to determine timeliness. Carbon copy or blind copy (Cc or Bcc) does not constitute submission.
- F. At any point of the grievance-arbitration procedure, the City and the Union may reach a mutually agreed-upon solution, which will be documented in a Letter of Grievance Resolution.

6.04 Grievance Steps.

Step One. The written grievance shall initially be submitted to the employee's immediate supervisor, outside of the bargaining unit, 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 Chief of Police, 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 Chief of Police. If requested, the meeting will be held before the Chief of Police responds in writing.

Step Three. In the event the grievance is not resolved at Step Two, 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

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a meeting is in the sole discretion of the Mayor, or designee, and would be held before the Mayor, or designee, responds in writing.

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

6.05 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 Business Representative shall toss the coin and the Mayor's designee shall call out their choice. The Union shall notify the arbitrator of their selection, with a copy to the City, and request hearing dates not later than ten (10) calendar days after the arbitrator has been selected. Within ten (10) working days after receipt of the arbitrator's available dates, the parties shall mutually agree upon a date, time, and location for the arbitration hearing.

6.06 Authority of the Arbitrator.

- A. The arbitrator shall conduct a hearing according to generally accepted standards and procedures for grievance arbitration. The arbitrator shall endeavor to render a written decision and award within thirty (30) working days from the close of the hearing or the submission of briefs, whichever is later.
- 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 equally by the parties, unless allocated differently by the arbitrator. Other incidental arbitration costs shall be shared equally if agreed to in advance by both parties.
- E. Each party shall bear its own costs of preparing for, and participating in, the arbitration.

**ARTICLE 7
NO STRIKE OR LOCKOUTS**

7.01 In consideration of the City's commitment as set forth herein, the Union, its officers, agents, representatives, stewards, members and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, condone, or threaten any strike, sympathy strike, slowdown, work stoppage, picketing, or any other interference without interruption of work at any of the City's operations. The failure or refusal on the part of any employee to comply with the foregoing provisions will be cause for immediate discipline, up to and

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including discharge. In consideration of the Union's commitment as set forth herein of this Agreement, the City will not lock out employees. Nothing herein will prevent either party from pursuing whatever remedies as may be available by law or equity.

**ARTICLE 8
DISCIPLINE - DISCHARGE**

8.01 Just Cause. The City retains the right to discipline and discharge an employee for just cause.

8.02 Progressive Discipline.

A. When administering discipline, the City agrees to utilize the following levels of progressive discipline. However, the City reserves the right to issue the appropriate level of discipline, up to and including discharge, in any given situation, depending on the nature and severity of the offense.

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

B. The parties agree that it is in the best interest of the City and the employee for disciplinary action to be taken in a timely manner. The City agrees to normally issue discipline within thirty (30) working days after the City becomes aware of an offense or incident. In the event the City cannot meet this requirement, because of the inability to complete an investigation related to the offense or incident, the City will notify the Union and advise the Union of the delay and expected date a final decision will be made regarding disciplinary action.

8.03 Union Notice. A copy of the disciplinary action form shall be forwarded via certified U.S. mail to the Union on the same day it is issued to the employee, or the next business day if issued on a Saturday, Sunday, or recognized holiday. Copies of documentation supporting the disciplinary action shall be provided to the Union.

8.04 Record of Discipline Action.

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 Chief of Police. If there have been no further disciplinary actions of any type during the preceding twelve (12) month period, the Chief of Police will remove the reprimand document.

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C. An employee may request that a suspension be removed from their personnel file after twenty-four (24) months upon written request to the Chief of Police. The Chief of Police may remove the disciplinary action at the Chief's discretion. If the Chief of Police denies the employee's request, the employee may appeal the Chief of Police's decision to the Mayor, whose decision shall be final. The disciplinary action is the property of the City and may not be destroyed for the length of service plus six (6) years or the current City retention schedule.

D. Any disciplinary action removed under this Section may not be relied on by the City for future disciplinary actions or in arbitration. "Removal" means removal from the personnel file in Human Resources and the Department working file. Notice of such removal shall be provided to the employee within thirty (30) calendar days of a decision to remove the disciplinary notice.

8.05 Administrative Leave Pending Investigation. When the City determines it necessary to remove an employee from work, pending an investigation and before disciplinary action is taken, the employee shall be placed on administrative leave pending the outcome of the investigation. There will be no presumption of wrongdoing, unless proven otherwise.

8.06 Evaluations Not Discipline. The City and Union agree consistent and constructive feedback on job performance is integral to providing good public service by the Department. Therefore, the parties understand that written evaluations shall be completed, but will not be considered discipline and may not be grieved under Article 6, Grievance - Arbitration.

8.07 Employee Acknowledgement of Discipline. Employees will be asked to initial each disciplinary action. Initialing such disciplinary action shall be construed as an acknowledgement of receipt only and will not be considered an admission of guilt by an employee or an agreement by the employee with such discipline.

8.08 Union Representation during Investigation.

A. Employees will be entitled to their *Weingarten* rights (right to have a Union Representative present during an investigative interview that the employee reasonably believes may lead to disciplinary action).

B. If an employee chooses to waive the employee's right to Union representation at the interview, the employee and interviewer shall sign a waiver.

C. Interviews under this Section shall not normally be recorded. If a recording is desired by any party, the recording may occur so long as all parties involved in the interview are made aware, in writing, of the fact prior to such interview. If a recording is made by any party, a copy of that recording shall be provided to the other parties within three (3) working days after the interview, unless agreed to otherwise.

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8.09 Due Process. Before an employee may be suspended or discharged, and consistent with *Loudermill*, an employee will be given an opportunity to tell their side of the story before a final disciplinary decision is made.

8.10 Indemnification of Employee in Civil Proceedings. In the event an employee is involved in a civil proceeding related to their employment with the City, the City shall indemnify the employee and provide legal representation, so long as the employee was acting within the scope of their job. If the employee chooses to have their own attorney represent them, the City will not provide legal representation under this Section.

8.11 Deferred Investigation Pending Outcome of Criminal Investigation. In the event an employee is charged with a crime, the City agrees it will not conduct an internal investigation for disciplinary purposes until the final outcome of the criminal proceedings. However, employees who are on duty shall be advised of their right to have a shop steward or Union Representative present during any questioning related to a potential criminal matter.

8.12 Internal Investigation Representation. The City acknowledges that the Union is the exclusive representative of the employees covered by this Agreement. However, if the Union decides to supplement, extend, or assign representation responsibilities to an attorney, the City will acknowledge such attorney as an agent of the Union for representation purposes during any internal investigation, so long as the Union notifies the City, in writing, of such assignment.

**ARTICLE 9
PROBATIONARY PERIODS**

9.01 New Hire Probationary Period. Every new regular employee shall serve either a six (6) month (non-sworn) or a twelve (12) month (sworn) probationary period.

9.02 Probationary Period for Transfer or Promotions.

A. Non-sworn employees, who have completed their probationary period and are promoted or transferred to a sworn position, shall serve a twelve (12) month probationary period in the new position.

B. Any other transfer or promotion shall have a six (6) month probationary period.

C. If the employee's documented performance in the new position is unsatisfactory in accordance with established department regulations and protocol, the employee may:

1. return to their previous position, if vacant,
2. assume another vacant position, so long as the employee is qualified for that position, or
3. occupy a spot on the layoff roster.

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D. A promoted or transferred employee shall retain all rights under this Agreement during and after the probationary period under this Section, unless otherwise noted in this Agreement.

9.03 No Probationary Period for Demoted Employee. An employee who accepts a different position at a lower pay grade shall not serve another probationary period, so long as the employee had previously completed the initial probationary period in the job classification to which the employee returns.

9.04 Probationary Period Extensions. Probationary periods above may be extended up to three (3) months for non-sworn and up to six (6) months for sworn, upon mutual written agreement with the Union. As soon as the City becomes aware a probationary period extension would be beneficial for the City and employee, the City will provide such notice to the Union and the employee, in writing, including the reasons for such extension.

**ARTICLE 10
SENIORITY**

10.01 Seniority Defined. There are three (3) types of seniority under this Agreement. Each employee shall have a seniority date in each category listed below which may be different. The employee having the longest term of service shall be number one (1) on the named seniority list, and all other employees shall be listed accordingly.

A. Job classification seniority means the length of unbroken service in the employee's current job classification within the Department. The seniority date shall be the first day worked in a given classification. Police Officers I and II shall constitute the same job classification for purposes of this Article.

B. Department seniority means the length of unbroken service in the Department. The seniority date shall be the date the employee began working at the Department, regardless of the job classification.

C. City seniority means the length of unbroken service for the City. The seniority date is the hire date with the City, regardless of the department.

D. For resolution of matters where seniority is used as a determining factor in this Agreement, and when such employees possess the same date, the determination of which employee is ranked higher is as follows:

1. Employees possessing the same job classification shall revert to department seniority.
2. Employees possessing the same department seniority shall revert to city seniority; and,
3. For current employees possessing the same City seniority, such employees shall remain listed in the order prior to June 1, 2012. For

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employees hired after June 1, 2012, the order of listing shall revert to the employee who possesses the highest last four digits of their social security number.

10.02 Layoffs and Recall.

A. Layoffs shall be by department seniority, with the least senior employee laid off, and proceeding in inverse order up the seniority list.

B. Notice.

1. The Chief of Police shall give written general notice to the employees and the Union of any proposed layoff(s). Such notice shall state the reasons for the layoff and shall be sent to the Union via U.S. mail at least four (4) weeks before the effective date.

2. An employee who is to be laid off shall be given a two (2) week written specific notice prior to layoff. If, for any reason this is not possible, two (2) 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 ten (10) days from receipt of mailing of notice of recall, or declines the recall, all rights to recall are relinquished.

D. If vacancies in a job classification occur after a layoff, employees who were laid off from that job classification will be recalled in inverse order of layoff.

E. Laid off employees may reject a temporary or seasonal position or assignment without losing recall rights from layoff.

F. Recall rights terminate after twelve (12) months following the employee's layoff.

10.03 Promotions.

A. The Department shall use a commercial standard written exam and shall continue to use the Oral Board to provide candidate evaluations for promotion. The Oral Board shall include bargaining unit members if the promotion involves a job classification covered by this Agreement. The Chief of Police shall consider the candidates' written exam score, Oral Board evaluations, work performance, and department seniority when making decisions regarding promotions. In the event the candidates are equally qualified, department seniority shall be the tiebreaker.

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B. Job assignments shall be made on the basis of qualifications. Qualifications being equal, job assignments shall be made on the basis of job classification seniority.

10.04 Job Classification Seniority Protected. Job classification seniority in the employee's former job classification shall be preserved if, within six (6) months of the date of promotion to a position outside of the bargaining unit, the employee returns to his or her former position.

10.05 Termination of Seniority. All seniority identified in Article 10, Section 10.01 above shall be terminated by the following conditions:

- A. discharge for just cause;
- B. layoff of twelve (12) months' duration;
- C. resignation or retirement; or
- D. failure to respond to, or accept, notice of recall.

10.06 Seniority Lists. The seniority lists shall be posted on or before January 15, April 15, July 15, and October 15. In the event there is a proposed layoff or open position for promotion, the list shall be updated and posted not later than four (4) weeks before the effective date of the layoff or the opening of the vacant position. Copies of the seniority lists posted and updated shall be sent to the Union via U.S. mail.

**ARTICLE 11
HOURS OF WORK, OVERTIME, AND PREMIUM PAY**

11.01 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. 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 such procedures, schedules, assignments, or other means of increasing productivity do not violate this Agreement.

11.02 Workweek.

- A. The workweek shall consist of either five (5) consecutive days of eight (8) hours per day or four (4) consecutive days of ten (10) hours per day. Nothing in this Agreement precludes the parties from agreeing to a flexible schedule for part or all of the employees in the Department through the meet and confer process of Article 23, Section 23.04.

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B. **Flex Schedules.** The use of flex schedules shall be limited to the following Job Classifications: Investigations, Code Compliance Officer, employees assigned to special assignments. The flex schedule must show a benefit to the employee, the Police Department, and/or the City of Wasilla. The specifics of a flex schedule shall be coordinated between the effected employee and the Chief of Police with final approval from the Mayor. The City shall provide written notice to the Union regarding the specifics of said Flex Schedule.

C. **Flex Schedule Core Hours.** The core hours will not be less than three (3) hours and not more than five (5) hours per working day. The schedule will indicate the sleep hours, eight (8) hours of uninterrupted sleep between each block of on duty time that exceeds eight (8) hours. The shift core hours shall indicate the rate of pay, Day, Swing, or Grave shift differentials as set forth in Article 11, Section 11.07 (B).

11.03 Days Off.

A. All employees scheduled to work four (4) consecutive days at ten (10) hours per day shall be allowed three (3) consecutive days off.

B. All employees scheduled to work five (5) consecutive days at eight (8) hours per day shall be allowed two (2) consecutive days off.

C. Any work performed on scheduled days off shall be paid at the applicable rate of pay.

11.04 Lunch Breaks. A paid lunch period of not less than thirty (30) minutes shall be allowed approximately midway during each shift. Employees shall be eligible for another lunch break of not less than thirty (30) minutes if the employee works more than two (2) hours past their regular shift. Lunch periods shall be considered as time worked and paid at the applicable rate.

11.05 Relief Period. All employees shall be allowed one (1) relief break not to exceed fifteen (15) minutes in duration during the first (1st) half of the shift and fifteen (15) minutes during the second (2nd) half of the shift.

11.06 Overtime.

A. All work in excess of eight (8) hours per day for those working five-eighths ("5-8s") or in excess of ten (10) hours per day for those working four-tens ("4-10s"), or forty (40) hours in one workweek shall be paid for at the overtime rate of pay.

B. When additional work beyond the employee's regular shift and duties is available due to a grant or a request for patrol services, such work opportunities shall be posted. Employees qualified to perform the work shall be allowed to indicate their interest and such work shall be equally divided among those indicating interest. Work, as defined in this Section, that occurs after the aforementioned posting interval because of absences or unavailability of the

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employees who indicate their interest, shall be filled in accordance with Subsection (C) below.

C. If overtime opportunities exist, employees who are already working on the assignment that requires overtime shall be given the first opportunity to work that overtime. Other overtime shall be first offered to the most senior employee and given to the most senior employee interested in working the overtime. In the event no employee is interested in the overtime, the overtime shall be assigned to the least senior employee.

D. If overtime is awarded for special assignments, a measure of productivity must be achieved as specified by the granting agency or as directed by the Chief of Police. If productivity is determined to be lacking, a reason in writing will be required. If it is determined an employee has failed to meet the known standard of productivity the eligibility for grant overtime may be suspended for the following calendar month.

E. When an employee bids and is awarded overtime, a supervisor will notify the employee of the overtime bid award. If an employee misses the assigned overtime, it shall be treated as an unexcused absence.

11.07 Shifts and Shift Differential.

A. Shift differential shall be paid as follows:

Swing Shift - three percent (3%) over day shift

Graveyard Shift - six percent (6%) over day shift

B. Shift differential for the swing shift shall be paid to all employees who start their shift on or after 1200 hours and before 2000 hours, and shift differential for the graveyard shift shall be paid to all employees who start their shift on or after 2000 hours and before 0359 hours. Shift differential shall not apply during Paid Time Off (PTO), other leave, or holiday status, or approved employee requested training.

C. Shift bids will be for a period of four (4) months. The bids will be posted five (5) weeks prior to each four (4) month bid period. The bids will be awarded three (3) weeks before the commencement of the new shift. If an employee is absent during an open shift bid, the employee may designate a shop steward to bid on their behalf with prior written notice to the Chief of Police, or designee. Shift bidding will be conducted by job classification and assignments to shifts through the bidding process shall be made based on job classification seniority. The employee has forty-eight (48) hours to make a bid. This forty-eight (48) hour period will commence at the first working shift when the employee is on duty. If the senior employee fails to bid their shift during this forty-eight (48) hour period, shift bidding will continue with the next senior employee bidding their shift. The senior employee who did not bid their shift during their initial forty-eight (48) hour period may bid at any time during the open shift bid.

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11.08 Court Appearances. When an employee is on court duty outside the employee's regularly scheduled shift, the employee shall receive a guaranteed minimum of two (2) hours' of pay at the applicable rate of pay.

11.09 Call Back. When an employee has completed his or her regularly scheduled shift and left work, and then is called back to perform work after his or her shift ends, the employee shall receive a guaranteed minimum of two (2) hours' of pay at the applicable rate of pay.

11.10 Standby. If an employee is designated on the schedule for standby, the employee shall be paid two (2) hours' of pay at the overtime rate. If the employee is called out, the employee shall be paid consistent with Article 11, Section 11.09 above and not eligible for standby pay for that day.

11.11 Acting Assignment. An employee may be temporarily assigned, on a full-time basis, to accept all of the responsibilities for, and perform all the work normally assigned to, a position in a higher grade. The employee shall receive a pay adjustment of five percent (5%) for all days served in the acting assignment.

A. Officer-In-Charge (OIC). When no Sergeant is on shift, the Chief of Police may appoint an Officer on that shift to assume the duties of OIC. That Officer shall receive a premium of five percent (5%) to be calculated on their base hourly rate of pay. This premium shall be paid in addition to any shift differentials that may apply.

11.12 Canine Officer. The officer assigned to the care and maintenance of the Department dog shall receive eight (8) hours' of pay at the overtime rate each pay period.

11.13 Training Officers. An employee assigned to be a training officer (either Field Training Officer [FTO] or Communications Training Officer [CTO]) shall receive pay for thirty (30) minutes at the overtime rate for each day worked as a training officer. The hours of pay do not count towards hours worked for the purposes of calculating overtime.

11.14 Physical Fitness Incentive. A sworn employee shall be eligible for the physical fitness incentive pay of seven hundred fifty dollars (\$750.00) after successful completion of the physical fitness exam conducted bi-annually by the Department. Probationary employees are not entitled to this incentive.

11.15 Advanced Police Certificate Incentive. Upon receipt of the Advanced Police Certificate from the Alaska Police Standards Council, the sworn employee shall receive fifty dollars (\$50.00) per pay period. Probationary employees are not entitled to this incentive.

11.16 Past Practice. The following incentive shall no longer apply to employees covered by this Agreement:

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Post Secondary Education Degree: Associate degree - 2.5% pay adjustment;
Bachelor degree or higher - 5% pay adjustment.

ARTICLE 12
TIME CARDS AND PAYDAYS

12.01 Timesheets. Employees will record all time worked utilizing the City-provided timesheet, which will be approved by the City and a copy provided to the employee. When corrections or changes to an employee's timesheet are required, a copy of the corrected or changed timesheet in question will be returned to the employee.

12.02 Payday. The City will establish biweekly paydays to be no later than Friday following the end of a weekly pay period. Employees will receive their paycheck or paystub, if direct deposit, on payday.

12.03 Itemized Statements. The City will furnish all employees with an itemized statement of earnings and deductions including, but not limited to, straight time hours, overtime hours, premium pays, standard deductions as required by law, and union dues or fees.

ARTICLE 13
UNIFORMS AND EQUIPMENT

13.01 City Responsibility. The City shall furnish sworn officers with uniforms, related items, and equipment necessary to do the job.

13.02 Cleaning Allowance. The City shall pay to each sworn officer required to wear a uniform, a cleaning allowance of thirty dollars (\$30.00) each pay period.

13.03 Handguns.

A. The City will provide newly-appointed police officers with a handgun, holster, magazine, and magazine holder to be used while on duty.

B. Police officers may use another handgun on duty; provided, the handgun is approved by the Chief of Police, or designee in advance. If using a handgun other than the caliber issued by the City, the police officer is responsible for providing the required ammunition.

13.04 Soft Body Armor. The City will provide each newly-appointed Police Officer with National Institute of Justice-approved soft body armor and external carrier. The City will replace all soft body armor prior to its recommended expiration date. The cost for such will be borne by the City. The external carrier will be inspected by the Chief of Police for possible replacement.

13.05 Wearing of Uniform.

A. Uniforms provided by the City shall be worn in the performance of assigned job duties or when traveling to and from work, including incidental

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stops. A uniform may be worn for other purposes upon written request and prior approval of the Chief of Police, or designee.

B. The Union may request its members to appear in uniform and participate in Union-related functions with prior written notice and approval by the Chief of Police, or designee.

C. Nothing in this Article precludes non-sworn employees from wearing clothes with the authorized Department logo. Such clothing shall be the responsibility of the employee and not provided by the Department.

**ARTICLE 14
VEHICLES**

14.01 Commuter Use of Assigned Vehicles. On approval of the Chief of Police, all police officers, who live within thirty (30) road miles of the City limits, may commute to and from their residence with their Department-assigned vehicle; incidental stops on the commute are allowed. A Police Officer who is on leave for longer than a week may be required to bring the police vehicle back to headquarters.

14.02 All upkeep (includes keeping the vehicle clean inside and outside) or transport of the vehicle for maintenance purposes, during the employee's regularly scheduled workweek, shall normally be done during the employee's regularly scheduled shift and be computed as time worked and paid to the employee at the applicable rate of pay. When vehicle maintenance is required after the employee's shift ends or on the employee's day off, the employee shall not be entitled to call back for the transport of the vehicle for maintenance.

**ARTICLE 15
PAID TIME OFF ("PTO")**

15.01 PTO Accrual.

A. Employees begin to accrue leave on the first day of the first full month following an employee's date of hire. Thereafter, employees shall accrue leave upon completion of each full month of service. Employees may use PTO leave once it accrues. Probationary employees may use PTO after three (3) months of satisfactory performance upon approval by the Chief of Police, or designee. Personal leave accrual is 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.

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B. PTO accruals shall be capped at five hundred twenty (520) hours. Any employee with more than five hundred twenty (520) hours of PTO accrual on May 31 of each year of this Agreement shall be paid out the balance of their PTO in excess of five hundred twenty (520) hours at the employee's hourly rate of pay by June 30.

15.02 Leave Accrual While Employee is on PTO. Leave continues to accrue during the period of time an employee is on paid leave.

15.03 Use of PTO.

A. Accrued PTO may be used for vacation or other personal needs, and illness, injury, medical and dental appointments, care for an employee's child, spouse, or parent due to illness or injury, bereavement, and maternity leave.

B. Requests for time off for over forty (40) hours or more must be made at least fourteen (14) working days and no more than three hundred sixty-five (365) days in advance electronically. Approval of leave requests will be based on the date the request is received. If there are multiple requests submitted on the same day (12:00 a.m. to 11:59 p.m.) for the same time period, department seniority shall be the determining factor. Requests to cancel time off approved under this Section must be made not later than thirty (30) days before the start date of the time off, in writing, to the Chief of Police, or designee. If the employee does not cancel within the thirty (30) day period, the employee will be required to use the time off originally bid, unless otherwise authorized by the Chief of Police, or designee.

C. Requests for PTO shall be granted, so long as the time off will not be detrimental to Department operations and prior approval by the Chief of Police, or designee, has been obtained by the employee.

D. Time off for forty (40) hours or less may be granted, so long as the employee contacts the Chief of Police, or designee, as soon as possible, but not later than the start of the employee's next shift. If such time off is for sick leave purposes for the employee or the employee's immediate family, the Chief of Police, or designee, may require a health care provider's medical certification for the absence, so long as such a request is justified by the employee's record of absences or related performance problems.

E. When personal leave is used for illness on any shift, the employee shall notify, via telephone, the on duty Sergeant or supervisor. If no Sergeant or supervisor is available, then notification may be made to the Officer in charge or MATCOM employee on duty who will notify the Chief of Police or designee via e-mail. The notification is to be made not later than one (1) hour prior to the employee's scheduled reporting time.

F. A maximum of one (1) MATCOM employee will be pre-approved leave at one time. The department reserves the right to allow more than one (1)

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MATCOM employee approved leave so long as the leave will not be detrimental to Department operations and planning.

G. Annual Leave Bid: Commencing November 1st of each calendar year, MATCOM employees will bid by department seniority for annual leave. The annual bid for leave will close on November 30th at midnight. MATCOM employees shall not be allowed to bid for more hours of leave than can be accrued prior to the date of requested leave PTO bank.

H. Annual Leave Award: Annual leave awards for MATCOM shall be posted no later than December 10th each calendar year.

I. Additional Leave Requests: Leave requests outside the annual leave bid for MATCOM shall be awarded, first come first serve with department seniority as tiebreakers. Leave requests outside the current shift rotation for MATCOM will be held pending until shift assignments are made for the affected shift rotation. Such leave requests will be limited to the number of accrued hours banked at time of leave request.

J. Electronic requests for leave are to be submitted utilizing the City's network.

K. Cancellation of approved leave:

1. Previously approved leave shall only be canceled in the most extreme circumstances or operational emergency. This authority shall be vested with the Chief of Police.

2. The City shall reimburse all documented costs associated with the cancellation of an employee's approved leave. Such costs shall include the cost to reschedule said leave. Cancellations due to acts of God, declared national emergencies, or terrorism will not be subject to reimbursement by the City.

15.04 Donation of PTO. An employee may voluntarily donate unused and accrued PTO to another employee of the City, who is seriously ill or injured and requiring absence from work and who has exhausted all of his or her 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 personal 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.

15.05 Mandatory Yearly Use of PTO. At least sixty (60) hours' of leave must be used after the first complete fiscal year worked and every fiscal year thereafter. Leave not used will be cashed out on June 30 at the employee's current rate of pay.

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15.06 PTO Leave Cash-in. An employee may cash in accrued PTO leave two (2) times each fiscal year. The employee's hourly rate of pay as of the date of the employee's request for cash-in shall be used in computing the amount of the PTO leave cash in. All cash-in payments under this Section are subject to all applicable payroll taxes.

15.07 Recognized Holiday during PTO. A recognized holiday occurring when an employee is on personal leave status shall be counted as a holiday.

15.08 PTO Payment upon Termination. Upon termination, accrued PTO leave 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 the separation notice is given to the employee or the effective date of the resignation notice. This cash-in of PTO leave shall be subject to all taxation and contributions required of all payroll compensation.

15.09 Death in Immediate Family. PTO may be used to supplement bereavement leave in Article 16 for the death in the immediate family of the employee as defined in Article 16, Section 16.07.

**ARTICLE 16
OTHER LEAVES OF ABSENCE**

16.01 Authorized 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 leave 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 will continue consistent with the benefit plan or this Agreement when on authorized leave without pay.

16.02 Unauthorized Leave without Pay. Any absence not authorized and approved in accordance with the 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. Benefits do not accrue during unauthorized leave without pay.

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

16.04 Workers' Compensation Leave. Employees shall be granted workers' compensation leave as required by the Alaska Workers' Compensation Act.

16.05 Family and Medical Leave (FMLA). Employees shall be granted family and medical leave consistent with applicable federal and state law.

16.06 Union Leave. Upon sixty (60) days' written notice, an employee, who has satisfactorily completed their probationary period, will be granted an unpaid leave of absence for Union business not to exceed ninety (90) days. While on Union leave, the employee shall accumulate seniority.

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16.07 Bereavement Leave. In the event of death of the employee's immediate family, the employee shall be allowed up to four (4) working days off per occurrence without loss of pay. Immediate family shall be defined as spouse, domestic partner, child, parent, and siblings, to include in-laws.

**ARTICLE 17
TRAINING AND EDUCATION**

17.01 City Assigns Training.

A. The City will determine when training is necessary and will provide training opportunities to all employees; provided such training is consistent with the City and employees' needs. The City shall pay all eligible expenses associated with the training.

B. The City will not schedule an employee for training which conflicts with the employee's scheduled and approved personal time off.

C. Training assigned by the City shall be considered hours worked and the employee shall be paid at their applicable rate of pay for such time.

D. Training opportunities shall be posted and interested employees will be considered for such training.

E. Employees attending the Basic Peace Officers Training Course (Academy) are to be assigned to a salary for the Basic Training at the rate prescribed by the City of Wasilla for Police Officer I (Grade 9, Step A). The member will participate in all academy training while attending.

17.02 Employee Requested Training. An employee, who wants to attend a course, seminar, workshop, or other type of training and have the City reimburse the cost, shall:

A. Describe the training and how it relates to the employee's current position or a position within the police department to which the employee could be assigned or has the potential in which to advance;

B. State the cost of the training and the amount proposed for reimbursement by the City, and secure the written concurrence of the Chief of Police through the chain of command on the amount of reimbursement for satisfactory completion of the training;

C. An employee who does not successfully complete a course of instruction approved by the City may not be reimbursed for the training costs, unless authorized otherwise by the Chief of Police;

D. Actual costs of registration fees will be paid or reimbursed if previously authorized by the Chief of Police.

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E. Travel time for training in this section shall be paid at the straight time, day shift rate of pay for a maximum of up to eight (8) hours for in-state training, and a maximum of sixteen (16) hours for out-of-state training. Such time shall not count towards the forty (40) hour rule for the purpose of calculating overtime.

F. Time spent in training shall be paid at the straight time rate of pay. Such time shall be considered as time worked and count towards the forty (40) hour rule for the purpose of calculating overtime.

**ARTICLE 18
SAFETY**

18.01 Department Employee Safety Advisors. Two (2) employees (one sworn and one non-sworn) 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 employees shall be expected to meet with the Chief of Police, or designee, on a regular basis or if a problem arises to discuss safety and health issues. The safety advisors will be responsible to do the following:

- A. Communicate specific issues or questions raised by employees regarding safety and health concerns within the Department;
- B. Recommend action pertaining to safety and health to the City-wide committee and the Chief of Police, or designee, for Department-specific needs;
- C. Recommend training and other resources to enable all employees to effectively perform their respective jobs in a safe and healthful manner;
- D. Post safety and health information.

18.02 Safety Investigation. When an employee or one of the safety advisors notifies the Chief of Police, or designee, of an unsafe or unhealthy situation in the Department, there shall be a timely investigation to determine what is necessary to resolve the unsafe or unhealthy situation.

18.03 Employees' Responsibilities.

- A. All employees shall be responsible to carry out federal and state safety regulations, rules, and practices. Each employee is required to act with due care and regard for the employee's own safety and others.
- B. Employees are required to report illegal or unsafe work to the Chief of Police, or designee, immediately or as soon thereafter as is practicable.
- C. Employees shall not be required to handle or operate equipment, tools, or other hazardous materials which are unsafe and outside the scope of their job duties. An employee who refuses to handle or operate equipment or tools deemed to be unsafe shall not be subject to disciplinary action, unless the employee's refusal is unreasonable or in bad faith.

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18.04 Employees Protected. The City agrees to protect from retaliation, in any form, any employee who comes forward to report an unsafe or unhealthy situation in the Department or with information about having been directed to perform such unsafe or unhealthy work.

18.05 Union's Responsibilities. The Union agrees to cooperate fully with the City to identify and deal appropriately with any violations of federal or state safety laws, regulations, standards, or practices.

18.06 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 workplace. The City shall furnish such equipment, tools, safety devices, and first aid kits as may be needed for the safety and health of employees.

18.07 Unique Nature of Law Enforcement Work Recognized. The parties recognize the unique nature of, and demands upon, law enforcement which may require an employee to act according to Department protocols and incur exposure to unsafe situations not demanded of other City employees.

**ARTICLE 19
PERSONNEL/PAYROLL FILES**

19.01 Employee Access. An employee shall have the right to review their personnel/payroll file in the presence of Human Resources personnel, or designee, within twenty-four (24) hours after requesting such review, in writing, or the next regular business day for the Human Resources office (Monday through Friday, exclusive of the holidays). The employee may request and obtain copies of their personnel/payroll file consistent with state law.

19.02 Union and Third Party Access. The City shall release an employee's personnel/payroll file for review to a Union Representative or any other third party upon written release by the employee. The only exceptions are if the third party is a governmental entity or the release is in response to a court order.

19.03 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.

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

19.05 Employee Rebuttals. An employee who disagrees with information contained in a document in the employee's personnel/payroll file, has the right to prepare a written rebuttal, which is submitted to Human Resources for filing and attached to the challenged document.

**ARTICLE 20
WAGE RATES AND JOB CLASSIFICATIONS**

20.01 Job Classifications and Wage Rates. The wage rates in Appendix A are effective July 1, 2012.

20.02 Step Movements. Employees shall be eligible to move from Step A through Step Q of this Agreement every fiscal year. The City's fiscal year starts on July 1 of each calendar year.

A. Any employee hired between the periods of July 1 and December 31 of each year of this Agreement, shall be eligible for a step increase on the start of the next fiscal year.

B. Any employee hired between the periods of January 1 and June 30 of each year of this Agreement, shall be eligible for a step increase on the start of the second fiscal year.

20.03 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.

20.04 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. The process used for placement will be the same as the Union and City used for initial placement of covered employees.

20.05 Cost-of-living Adjustment. Effective July 1 of each year during the term of this Agreement, the City agrees to increase the wage rates in an amount equal to an average of the total percentage increase in the Anchorage Consumer Price Index Urban (CPI-U) for the last three (3) years as is regularly published by the U.S. Bureau of Labor Statistics. The CPI-U increase will be applied to the rate listed for Sergeant's Step H, and each step will be adjusted accordingly based on the Excel formula anchored on the Sergeant's Step H.

**ARTICLE 21
HOLIDAYS**

21.01 Recognized City Holidays. The following days shall be recognized as holidays with pay for all regular employees covered by this Agreement who are in pay status the day before and the day following such days. Regular full-time employees shall be given the day off and eight (8) or 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:

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- New Year's Day - January 1
- Presidents' 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
- Veterans Day - November 11
- Thanksgiving Day and the following Friday
- Christmas Day - December 25
- One Floating Holiday

21.02 Holiday Falling on a Regularly Scheduled Day Off. When a recognized holiday falls on a regularly scheduled day off, an employee shall receive the regularly scheduled day off as the designated holiday. Position titles of Administrative Assistants, Technology Support Specialist, or Probation Officer shall follow the same recognized City holidays as specified in City of Wasilla Code.

21.03 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.

21.04 Holidays Worked. In the event that an employee is required to work on a holiday, the employee shall be paid time and one-half (1-1/2) their regular hourly rate of pay, in addition to the straight time rate of pay the employee would have been entitled to if the employee had not worked. Any time worked on a holiday shall be credited towards hours worked for overtime purposes.

21.05 Floating Holiday. Every employee covered by this Agreement and employed on January 1 of each calendar year shall be credited with one (1) floating holiday, which must be used before December 31 of each calendar year. The employee may use the floating holiday at any time during the calendar year, so long as the employee obtains prior approval from their immediate supervisor. Approval shall be denied if the employee's absence is detrimental to the Department's operations. Floating holidays not used by December 31 will be cashed in at the employee's current rate of pay no later than January 31.

21.06 Holiday Bank. 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 May 31 of each fiscal year will be cashed in at the employee's current rate of pay no later than June 30. Upon termination, an employee will receive the full value of the hours in their holiday bank.

**ARTICLE 22
BENEFITS**

22.01 Health Insurance. Regular employees shall enroll in the City's group health insurance plan. For full-time employees, the City shall pay one hundred percent (100%) of the employee's health insurance premium and ninety percent (90%) of the

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dependents' health insurance premium. The employee shall pay the remaining ten percent (10%) of the health insurance premium through payroll deduction. For employees whose position is budgeted less than full-time, the City shall pro-rate the payments of the health insurance premium.

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

22.03 Supplemental Benefits System. 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.

22.04 Life Insurance. The City will provide employees with a life insurance policy. The plan benefits will remain the same as those at the time of ratification, or be improved upon at the discretion of the City.

22.05 Employee Assistance Program. The City will provide employees with an Employee Assistance Program. The program benefits will remain the same as those at the time of ratification, or be improved upon at the discretion of the City.

22.06 Deferred Compensation. The City will provide a deferred compensation plan as allowed by law.

22.07 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.

22.08 Information Regarding Benefit Plans. Employees may obtain information and details regarding benefits provided by the City pursuant to this Agreement from Human Resources.

**ARTICLE 23
GENERAL PROVISIONS**

23.01 Savings Clause. In the event that any of the provisions of this Agreement shall be declared by a court of competent jurisdiction to be invalid for any cause, such invalid provision(s) shall be deemed to be non-existent and the remainder of this Agreement shall continue in full force and effect. It is agreed that should any of the above occur, the City and the Union will meet at a mutually acceptable time within thirty (30) days of such action and will negotiate mutually acceptable language to replace the suspended or non-existent provision.

23.02 Amendments to Agreement. Nothing in this Agreement precludes the parties from amending this Agreement, in writing, by mutual consent between the City and the Union.

23.03 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

CITY OF WASILLA
Wasilla Police Department

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.

23.04 Meet and Confer.

- 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.

23.05 Wasilla Municipal Code (WMC), Title 3 and City of Wasilla Personnel Policies and Procedures.

- A. Where a specific provision of the WMC, Title 3 or the City of Wasilla Personnel Policies and Procedures addresses or conflicts with a specific provision contained in this Agreement, the provisions of this Agreement shall prevail.
- B. Where this Agreement does not address or is silent on the issue, but WMC, Title 3 or the City of Wasilla Personnel Policies and Procedures address the issue, WMC, Title 3 or the City of Wasilla Personnel Policies and Procedures apply to the employees covered by this Agreement.

CITY OF WASILLA
Wasilla Police Department

C. If the City recommends additions, deletions, or modifications to WMC, Title 3 or the City of Wasilla Personnel Policies and Procedures affecting employees covered by this Agreement after the effective date of this Agreement, the Union will be provided a copy of the proposed changes before submission to the Council. Upon request, the parties will meet to negotiate the proposed changes if such changes impact wages, hours, or terms and conditions of employment as required by law. Proposed changes will not be enacted until agreement is reached between the parties.

**ARTICLE 24
TERM OF AGREEMENT**


24.01 This term of this Agreement shall be from June 1, 2012, to May 31, 2015, 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, or terminate, the Agreement.

24.02 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 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.

24.03 This Agreement shall become effective on the day after the City Council approves it and all terms, except the wage increases in Article 20 shall become effective on that date.

24.04 The parties will sign the final Agreement at the earliest possible time after ratification by the employees and approval by the City Council.

SIGNED FOR THE UNION



Rick Canoy
Business Representative

10/04/12

Date

SIGNED FOR THE CITY OF WASILLA



Verne Rupright
Mayor of Wasilla

10/4/12

Date


CITY OF WASILLA
Wasilla Police Department

APPENDIX A - WAGE SCHEDULE
Step and Grade for FY 2013 - 1.0% Increase

Wage Schedule (Article 20, Section 20.01 CBA) for FY2013 (3.5%), FY2014 (4%), and FY2015 (Article 20, Section 20.05 CBA)


	Grade	One Year Increment Steps @ 2.5%							Journeyman	Bonus One Year Increment Steps @ 2.25%								
		A	B	C	D	E	F	G		H	I	J	K	L	M	N	O	P
Admin Asst	7	\$18.60	\$19.08	\$19.57	\$20.07	\$20.58	\$21.11	\$21.65	\$22.21	\$22.71	\$23.22	\$23.74	\$24.27	\$24.82	\$25.38	\$25.95	\$26.53	\$27.13
Call Takers	7	\$18.60	\$19.08	\$19.57	\$20.07	\$20.58	\$21.11	\$21.65	\$22.21	\$22.71	\$23.22	\$23.74	\$24.27	\$24.82	\$25.38	\$25.95	\$26.53	\$27.13
Disp trainee	7	\$18.60	\$19.08	\$19.57	\$20.07	\$20.58	\$21.11	\$21.65	\$22.21	\$22.71	\$23.22	\$23.74	\$24.27	\$24.82	\$25.38	\$25.95	\$26.53	\$27.13
Probation	8	\$20.67	\$21.20	\$21.74	\$22.30	\$22.87	\$23.46	\$24.06	\$24.68	\$25.24	\$25.81	\$26.39	\$26.98	\$27.59	\$28.21	\$28.84	\$29.49	\$30.15
Dispatch	8	\$20.67	\$21.20	\$21.74	\$22.30	\$22.87	\$23.46	\$24.06	\$24.68	\$25.24	\$25.81	\$26.39	\$26.98	\$27.59	\$28.21	\$28.84	\$29.49	\$30.15
Officer 1	9	\$22.96	\$23.55	\$24.15	\$24.77	\$25.40	\$26.05	\$26.72	\$27.41	\$28.03	\$28.66	\$29.30	\$29.96	\$30.63	\$31.32	\$32.02	\$32.74	\$33.48
Dispatch Supr	9	\$22.96	\$23.55	\$24.15	\$24.77	\$25.40	\$26.05	\$26.72	\$27.41	\$28.03	\$28.66	\$29.30	\$29.96	\$30.63	\$31.32	\$32.02	\$32.74	\$33.48
Officer 2	10	\$25.52	\$26.17	\$26.84	\$27.53	\$28.24	\$28.96	\$29.70	\$30.46	\$31.15	\$31.85	\$32.57	\$33.30	\$34.05	\$34.82	\$35.60	\$36.40	\$37.22
Code Cmplnce	10	\$25.52	\$26.17	\$26.84	\$27.53	\$28.24	\$28.96	\$29.70	\$30.46	\$31.15	\$31.85	\$32.57	\$33.30	\$34.05	\$34.82	\$35.60	\$36.40	\$37.22
Tech Support	10	\$25.52	\$26.17	\$26.84	\$27.53	\$28.24	\$28.96	\$29.70	\$30.46	\$31.15	\$31.85	\$32.57	\$33.30	\$34.05	\$34.82	\$35.60	\$36.40	\$37.22
Investigator	11	\$28.35	\$29.08	\$29.83	\$30.59	\$31.37	\$32.17	\$32.99	\$33.84	\$34.60	\$35.38	\$36.18	\$36.99	\$37.82	\$38.67	\$39.54	\$40.43	\$41.34
Sargeants	12	\$31.49	\$32.30	\$33.13	\$33.98	\$34.85	\$35.74	\$36.66	\$37.60	\$38.45	\$39.32	\$40.20	\$41.10	\$42.02	\$42.97	\$43.94	\$44.93	\$45.94

SIGNED FOR THE UNION


Rick Canoy
Business Representative

10/04/12
Date

SIGNED FOR THE CITY OF WASILLA


Verne Rupright
Mayor of Wasilla


10-4-12
Date

CITY OF WASILLA
Wasilla Police Department


APPENDIX A - WAGE SCHEDULE
Step and Grade for FY 2014 - 1.5% Increase

	Grade	One Year Increment Steps @ 2.5%							Journeyman	Bonus One Year Increment Steps @ 2.25%								
		A	B	C	D	E	F	G		H	I	J	K	L	M	N	O	P
Admin Asst	7	\$18.88	\$19.36	\$19.86	\$20.37	\$20.89	\$21.43	\$21.98	\$22.54	\$23.05	\$23.57	\$24.10	\$24.64	\$25.19	\$25.76	\$26.34	\$26.93	\$27.54
Call Takers	7	\$18.88	\$19.36	\$19.86	\$20.37	\$20.89	\$21.43	\$21.98	\$22.54	\$23.05	\$23.57	\$24.10	\$24.64	\$25.19	\$25.76	\$26.34	\$26.93	\$27.54
Disp trainee	7	\$18.88	\$19.36	\$19.86	\$20.37	\$20.89	\$21.43	\$21.98	\$22.54	\$23.05	\$23.57	\$24.10	\$24.64	\$25.19	\$25.76	\$26.34	\$26.93	\$27.54
Probation	8	\$20.97	\$21.51	\$22.06	\$22.63	\$23.21	\$23.81	\$24.42	\$25.05	\$25.61	\$26.19	\$26.78	\$27.38	\$28.00	\$28.63	\$29.27	\$29.93	\$30.60
Dispatch	8	\$20.97	\$21.51	\$22.06	\$22.63	\$23.21	\$23.81	\$24.42	\$25.05	\$25.61	\$26.19	\$26.78	\$27.38	\$28.00	\$28.63	\$29.27	\$29.93	\$30.60
Officer 1	9	\$23.30	\$23.90	\$24.51	\$25.14	\$25.78	\$26.44	\$27.12	\$27.82	\$28.45	\$29.09	\$29.74	\$30.41	\$31.09	\$31.79	\$32.51	\$33.24	\$33.99
Dispatch Supr	9	\$23.30	\$23.90	\$24.51	\$25.14	\$25.78	\$26.44	\$27.12	\$27.82	\$28.45	\$29.09	\$29.74	\$30.41	\$31.09	\$31.79	\$32.51	\$33.24	\$33.99
Officer 2	10	\$25.91	\$26.57	\$27.25	\$27.95	\$28.67	\$29.40	\$30.15	\$30.92	\$31.62	\$32.33	\$33.06	\$33.80	\$34.56	\$35.34	\$36.14	\$36.95	\$37.78
Code Cmplnce	10	\$25.91	\$26.57	\$27.25	\$27.95	\$28.67	\$29.40	\$30.15	\$30.92	\$31.62	\$32.33	\$33.06	\$33.80	\$34.56	\$35.34	\$36.14	\$36.95	\$37.78
Tech Support	10	\$25.91	\$26.57	\$27.25	\$27.95	\$28.67	\$29.40	\$30.15	\$30.92	\$31.62	\$32.33	\$33.06	\$33.80	\$34.56	\$35.34	\$36.14	\$36.95	\$37.78
Investigator	11	\$28.75	\$29.49	\$30.25	\$31.03	\$31.83	\$32.65	\$33.49	\$34.35	\$35.12	\$35.91	\$36.72	\$37.55	\$38.39	\$39.25	\$40.13	\$41.03	\$41.95
Sargeants	12	\$31.97	\$32.79	\$33.63	\$34.49	\$35.37	\$36.28	\$37.21	\$38.16	\$39.02	\$39.90	\$40.80	\$41.72	\$42.66	\$43.62	\$44.60	\$45.60	\$46.63

SIGNED FOR THE UNION


 Rick Canoy
 Business Representative
 10/04/12
 Date

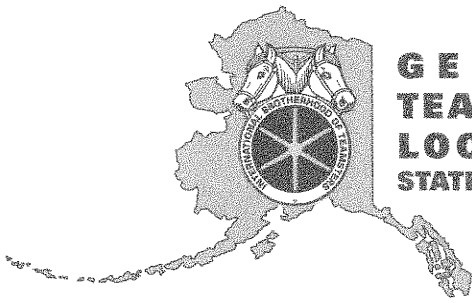
SIGNED FOR THE CITY OF WASILLA


 Verne Rupright
 Mayor of Wasilla
 10-4-12
 Date

Step and Grade for FY 2015 – Article 20, Section 20.05 Cost-of-living Adjustment.

20.05 Cost-of-living Adjustment. Effective July 1 of each year during the term of this Agreement, the City agrees to increase the wage rates in an amount equal to an average of the total percentage increase in the Anchorage Consumer Price Index Urban (CPI-U) for the last three (3) years as is regularly published by the U.S. Bureau of Labor Statistics. The CPI-U increase will be applied to the rate listed for Sergeant's Step H, and each step will be adjusted accordingly based on the Excel formula anchored on the Sergeant's Step H.

Note: Retro pay to July 1, 2012, for hours worked will be paid the first payroll following ratification of both parties. PTO or any leave cash-outs that has occurred between July 1, 2012, to the date of ratification, will not have retro pay attached.



**GENERAL
TEAMSTERS
LOCAL 959
STATE OF ALASKA**

Affiliated with the International Brotherhood of Teamsters
Rick Boyles, Secretary-Treasurer
520 E. 34th Ave., Suite 102, Anchorage, Alaska 99503
Phone (907) 565-8122 • Fax (907) 565-8199

LETTER OF AGREEMENT #1

By and Between

CITY OF WASILLA

WASILLA POLICE DEPARTMENT

and

TEAMSTERS LOCAL 959

Re: Part-time Dispatcher Job Classification

Through this Letter of Agreement (LOA), the parties agree to the following conditions regarding the job description of part-time dispatchers/MATCOM, by amending the June 1, 2012, through May 31, 2015, Collective Bargaining Agreement.

Hiring and Seniority.

The City may employ regular part-time dispatchers in the MATCOM. Open positions within this job classification will be filled through the Human Resources Department, City of Wasilla. The ratio of part-time dispatchers shall not exceed ten percent (10%) of the total number of full-time dispatchers on the seniority roster. When calculating this percentage the practice of rounding up will be utilized. Regular part-time dispatchers will be placed on the seniority roster within that job classification by department date of hire.

Wages.

The City shall determine part-time dispatcher wages in accordance with Article 20, of the Agreement. Part-time dispatchers shall be entitled to all benefits covered by this Agreement, where applicable. Shift differentials contained in Article 11, Section 11.07 (A)(B), of the Agreement will apply to this job classification.

Hours of Work, Shift Bidding.

Part-time dispatcher shifts shall be bid, and awarded, in accordance with Article 11, Section 11.07, of the Agreement. Regular full-time dispatchers currently employed by the City of Wasilla, Wasilla Police Department/MATCOM will not be eligible to bid for shifts within the part-time dispatcher job classification.

Part-time dispatcher shifts will consist of five (5), four (4) hour shifts each workweek. Part-time dispatchers will not normally be worked in shifts exceeding four (4) consecutive hours, five (5) days each week, or a total of twenty (20) hours in each seven (7) day workweek. Extra work opportunities shall be offered in accordance with Article 11, Section 11.06 of the Agreement.

Part-time dispatchers shall be scheduled to have two (2) consecutive regular days off (RDO) during each seven (7) day workweek.

Part-time dispatchers will not be placed on the work schedule unless all regular full-time dispatchers are scheduled to work their full forty (40) hours that week, excluding scheduled PTO, approved leaves of absence, qualifying FMLA absences, and approved unpaid leave.

Breaks and Lunches.

For each four (4) hour shift, a part-time dispatcher shall receive a paid fifteen (15) minute break midway into their shift. In the event a part-time dispatcher is required or allowed to work beyond their normal four (4) hour shift, the following break and lunch periods shall be given:

2 additional hours = 1 additional 15-minute break
4 additional hours = 30-minute lunch in addition to 2, 15-minute breaks

Paid- Time Off Accrual.

Part-Time employees shall accrue a pro-rata benefit at the following rates:

Half-time (1040 hrs.) worked annually = 4 hrs. of PTO each month.

Three-quarter time (1560 hrs.) worked annually = 6 hrs. of PTO each month.

Holiday Accrual.

Part-time employees shall be paid or allowed to bank a pro-rata holiday benefit at the following rates:

Half-time (1040 hrs.) worked annually = 4 hrs. pay or holiday bank credit for each holiday listed in Article 21, Section 21.01 of this Agreement.

Three-quarter time (1560 hrs.) worked annually = 6 hrs. pay or holiday bank credit for each holiday listed in Article 21, Section 21.01 of this Agreement.

Paid Time Off.

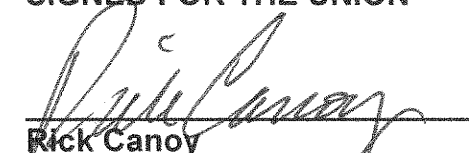
Paid time off (PTO) requests submitted by employees working in the part-time dispatcher job classification will be submitted in accordance with Article 15, Section 15.03, of the Agreement. PTO requests shall be awarded by department seniority within the job classification.

Layoff.

In the event the City of Wasilla experiences the need to conduct a layoff in the MATCOM, employees working within the part-time dispatcher job classification will be laid off by inverse department seniority order before any regular full-time dispatcher is laid off. Recall rights contained in Article 10, Section 10.02, of the Agreement would then apply.

The effective date shall be immediately upon signing of this Letter of Agreement.

SIGNED FOR THE UNION

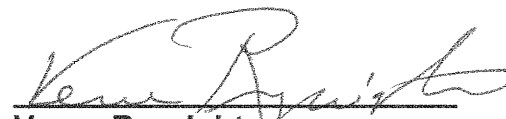


Rick Canoy
Business Representative



Date

SIGNED FOR THE CITY OF WASILLA



Verne Rupright
Mayor of Wasilla



Date