

Mayor

David Allison

Council Members

Tom Bailer

Cathy Sherman

Jeff Guard

Melina Meyer

Anne Schaefer

Kristin Carpenter

Ken Jones

City Manager

Helen Howarth

City Clerk

Susan Bourgeois

Deputy Clerk

Tina Hammer

Student Council

Ari Jeppson-Bolin

**Regular City Council Meeting
April 6, 2022 @ 7:00 pm
Cordova Center Comm Rooms
Agenda**

A. Call to order

B. Invocation and pledge of allegiance

I pledge allegiance to the Flag of the United States of America, and to the republic for which it stands, one Nation under God, indivisible with liberty and justice for all.

C. Roll call

Mayor David Allison, Council members Tom Bailer, Cathy Sherman, Jeff Guard, Melina Meyer, Anne Schaefer, Kristin Carpenter, and Ken Jones



D. Approval of Regular Agenda..... (voice vote)

E. Disclosures of Conflicts of Interest and Ex Parte Communications

- conflicts as defined in Cordova Municipal Code 3.10.010 should be declared, then Mayor rules on whether member should be recused, Council can appeal the Mayor's ruling
- ex parte should be declared here, the content of the ex parte should be explained when the item comes before Council, ex parte does not recuse a member, it is required that ex parte is declared and explained

F. Communications by and Petitions from Visitors

1. Guest Speakers
2. Audience comments regarding agenda items..... (3 minutes per speaker)
3. Chairpersons and Representatives of Boards and Commissions (CCMCA BoD, School Board Rep)
 - b. PWS Regional Citizens Advisory Council, City Rep **Robert Beedle**
4. Student Council Representative Report

G. Approval of Consent Calendar

5. Minutes of the March 2, 2022 Regular Council Meeting..... (page 1)
- 5a. Minutes of the March 16, 2022 Regular Council Meeting..... (page 5)
6. Minutes of the March 22, 2022 Special Council Meeting..... (page 9)

H. Approval of Minutes – in consent calendar

I. Consideration of Bids

7. Council Approval of Contract Award for City Financial Audit Services..... (voice vote)(page 10)

J. Reports of Officers

8. Mayor's Report
9. City Manager's Report..... (page 14)
 - a. South Harbor Rebuild update, presentation by City Team including **Mark Keller** and **Robin Reich** (Solstice Environmental)
10. City Clerk's Report

K. Correspondence..... (see primer for description page 15)

11. 03-21-22 USFS comments to DNR (agency review) regarding proposed..... (page 16)
tidelands lease in Simpson Bay – Wild Blue Mariculture

L. Ordinances and Resolutions

- 12. Resolution 04-22-10..... (voice vote)(page 17)**
A Resolution of the Council of the City of Cordova, Alaska, reinvesting \$417,752.45 of FY2020 investment earnings from the General Reserve Fund (Permanent Fund) back into the fund
- 13. Resolution 04-22-11..... (voice vote)(page 19)**
A Resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a Sole Source contract with Yukon Equipment, Inc. for the purchase of a 2006 used Vactor 2100 truck for the City of Cordova
- 14. Resolution 04-22-12..... (voice vote)(page 23)**
A Resolution of the Council of the City of Cordova, Alaska, approving the Collective Bargaining Agreement between the City of Cordova and the International Brotherhood of Electrical Workers local union #1547

M. Unfinished Business - none

N. New & Miscellaneous Business

- 15. Discussion "Communicating with Local Industry on current Covid Status"..... (page 77)**
- 16. Council election of Vice Mayor..... (voice vote)(page 78)**
- 17. Council concurrence of Mayor's Appointment to..... (voice vote)(page 80)**
Historic Preservation Commission
- 18. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists..... (page 82)**

O. Audience Participation

P. Council Comments

Q. Executive Session

City Council is permitted to enter an executive session if an explicit motion is made to do so calling out the subject to be discussed and if that subject falls into one of the 4 categories noted below. Therefore, even if specific agenda items are not listed under the Executive Session header on the agenda, any item on the agenda may trigger discussion on that item that is appropriate for or legally requires an executive session. In the event executive session is appropriate or required, Council may make a motion to enter executive session right during debate on that agenda item or could move to do so later in the meeting.

R. Adjournment

Executive Sessions per Cordova Municipal Code 3.14.030

- **subjects which may be considered are:** (1) matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government; (2) subjects that tend to prejudice the reputation and character of any person; provided that the person may request a public discussion; (3) matters which by law, municipal charter or code are required to be confidential; (4) matters involving consideration of governmental records that by law are not subject to public disclosure.
- **subjects may not be considered in the executive session except those mentioned in the motion calling for the executive session, unless they are auxiliary to the main question**
- **action may not be taken in an executive session except to give direction to an attorney or labor negotiator regarding the handling of a specific legal matter or pending labor negotiations**

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Regular City Council Meeting
March 2, 2022 @ 7:00 pm
Cordova Center Community Rooms A & B
Minutes

A. Call to order – **Mayor Clay Koplin** called the Council regular meeting to order at 7:00 pm on March 2, 2022, in the Cordova Center Community Rooms.

B. Invocation and pledge of allegiance – **Mayor Koplin** led the audience in the Pledge of Allegiance.

C. Roll call - Present for roll call were **Mayor Clay Koplin** and Council members **Anne Schaefer**, and **David Glasen**. Council members **Tom Bailer**, **Cathy Sherman**, **Jeff Guard**, **Melina Meyer**, and **David Allison** were present via teleconference. Also present were City Manager **Helen Howarth** and City Clerk **Susan Bourgeois**.

D. Approval of Regular Agenda – **M/Allison S/ Glasen** to approve the agenda.

Vote on the motion: 7 yeas, 0 nays. Motion was approved.

E. Disclosures of Conflicts of Interest and ex parte communications – none

F. Communications by and Petitions from Visitors

1. Guest speaker - none

2. Audience comments regarding agenda items: none

3. Chairpersons and Representatives of Boards and Commissions **CCMCA Board** – **Dr. Hannah Sanders** reported: 1) they are finishing up submission of 2021 audit information and soon they'll move on to their cost report; last year was very good, excluding the CARES money they still had a positive year; 2) they have expanded their rehab services – new location, upstairs where admin offices had been, this has increased revenues – open house to see this and meet new providers on March 24.

School Board no report

4. Student Council representative: no report

G. Approval of Consent Calendar

5. Minutes of the February 2, 2022 Regular Council Meeting

6. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of excused absence of Council member **Cathy Sherman** from the February 16, 2022 Regular Meeting

Vote on the Consent Calendar: 7 yeas, 0 nays. Glasen-yes; Guard-yes; Meyer-yes; Sherman-yes; Bailer-yes; Allison-yes and Schaefer-yes. Consent Calendar was approved.

H. Approval of Minutes – in consent calendar

I. Consideration of Bids

7. Award of Contract for Engineering Services, Design Review, Grant Administration and Geotechnical Study for South Harbor Rebuild

M/Allison S/Sherman to direct the City Manager to negotiate a contract with R&M Consultants to provide engineering services for design review, geotechnical support, and grant administration for a sum not to exceed \$664,158.

Greenwood reported that this is an engineering firm that will help us through the whole project process, starting with development of the RFP for design-build, which is very technical (marine engineering field). They will assist then with evaluating the proposals – they help facilitate and ensure adherence to the many rules of all the grants, they ensure we follow all steps necessary before we even enter into the grant agreements. Very many coordinating steps and processes, they ensure we follow all rules for all grantors, i.e. American steel only, minority contractors, etc. They do the Geotech work, results of which then get written into the RFP which makes the proposals that come in much tighter. They are a large firm out of Anchorage, 13 employees will work on this with us; they have worked on projects for the City before – Hippie Cove waterline relocation during that state contract for the culverts. **Allison** asked if Mark is good with this, asked how many other proposals we got. **Greenwood** said **Mark** helped review the proposals, we received 2, he and team decided on this firm.

Bailer said he has no faith at all in the City attorneys – he doesn't want them writing these contracts – thinks

Council still needs to weigh in on that. He also asked how we know that they will get this right, Geotech wasn't good with Cordova Center project. **Greenwood** said they analyzed proposals, read resumes, **Mark** knows some Geotech and he said they looked knowledgeable. **Greenwood** said she has worked with them and feels good about their skillset. **Meyer** asked if the Harbor Commission has weighed in on this. The answer is no that is not part of the Harbor Commission's responsibility. Harbormaster **Schinella**, **Greenwood** and **Fincher** are the City team on this, they have all been involved in these meetings. **Howarth** said that this is outlined in Code, this is the process for Council to approve these awards. **Allison** asked if this was covered within the \$32 million or added to the \$32 million. **Greenwood** said added to the \$32 million – **Howarth** clarified by saying the reason for that is the increased costs now of the entire project.

Vote on the motion: 7 yeas, 0 nays. Meyer-yes; Allison-yes; Bailer-yes; Guard-yes; Sherman-yes; Glasen-yes and Schaefer-yes. Motion was approved.

J. Reports of Officers

8. Mayor's Report – **Koplin** said it was a great turnout at the election – good to see.

9. Manager's Report – City Manager **Helen Howarth** reported: 1) she and staff are seriously looking for more money for the Harbor project – Governor is thinking about a statewide GO bond potentially will be on the fall election ballot – that could prove helpful to us; she's spoken with Bitney but he's taken a job with Senate Finance leadership and he could be in a place to give us feedback and guidance – she will go to Juneau within the next couple of weeks and talk to him more and maybe he can suggest a different lobbyist; 2) stairs are getting started – hopefully will be completed in 3-4 weeks – we can thank Dawson for that work; 3) financial reports will be forthcoming – sales tax answers too; 4) CVFD is putting together a safe buildings program – we added staff there and they will be doing home safety checks, building safety checks for first responders – public notice and information will be put out on this.

a. South Harbor Rebuild update

10. City Clerk's Report – **Bourgeois** reported up to 23 more ballots may be counted – all races can be declared except for Mayor – only an 8-vote differential currently. Rest of the ballots will be counted on March 16.

K. Correspondence

11. 02-04-22 USACE Public Notice regarding Permit Modifications

12. Notice of DoT Online Public Meeting for 2nd Street Reconstruction Project

L. Ordinances and Resolutions

13. Resolution 03-22-03 A Resolution of the Council of the City of Cordova, Alaska, Designating Capital Improvement Projects

M/Allison S/Sherman to approve Resolution 03-22-03 A Resolution of the Council of the City of Cordova, Alaska, Designating Capital Improvement Projects

Howarth included a list of projects with a little detail that she submitted to the state and is entered in the CAPSIS database at the State legislature. **Bailer** said he'd like to see clean drinking water extended out to 6-mile. **Sherman** said she agrees to add sub-lists to the CIP list. **Schaefer** supports the amendment.

M/Bailer S/Allison to amend the list by adding 2a. extend City water supply to 6-mile

Vote on the motion to amend: 7 yeas, 0 nays. Motion was approved.

Schaefer suggested changing 1.c. to North Harbor upgrades. **Howarth** suggests that the items, how she listed them on page 20 in the packet kind of be inserted in place of the 1-5 that are now in the CIP list. Council opted to keep the resolution as it is with the one amendment.

Vote on the main motion as amended: 7 yeas, 0 nays. Motion was approved.

14. Resolution 03-22-04 A resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a sole source contract with Solstice Alaska Consulting, Inc. to provide consultation, documentation, and permitting for National Environmental Protection Act (NEPA), US Endangered Species Act (ESA) biological assessment, and multiple Incidental Harassment Authorization permits for the South Harbor Rebuild Project

M/Allison S/Sherman to approve Resolution 03-22-04 A resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a sole source contract with Solstice Alaska Consulting, Inc. to provide consultation, documentation, and permitting for National Environmental Protection Act (NEPA), US

Endangered Species Act (ESA) biological assessment, and multiple Incidental Harassment Authorization permits for the South Harbor Rebuild Project

Allison asked for a staff report on this. **Greenwood** said we have to do this NEPA work before we can sign a RAISE grant agreement. She said the coordination on all of the different grants and loans and these various NEPA and other requirements is very onerous. **Greenwood** said we have to be starting this work now. **Schaefer** asked if the rationale for the sole source is the timing and therefore, efficiency, i.e. needing to get it started. **Greenwood** said absolutely, yes, Solstice has already been working with us, knows the project and understands NEPA – efficiency and continuity.

Vote on the motion: 7 yeas, 0 nays. Motion was approved.

15. Resolution 03-22-05 A Resolution of the Council of the City of Cordova, Alaska, Adopting the 2022 Land Disposal Maps

M/Allison S/Schaefer to approve Resolution 03-22-05 A Resolution of the Council of the City of Cordova, Alaska, Adopting the 2022 Land Disposal Maps

Allison said it doesn't look like a whole lot of changes, he's willing to go along with the Planning Commission's recommendation. **Schaefer** is in support. **Bailer** said he is a proponent of all residential lots being sold for residential houses only. Planner **Kevin Johnson** was present, and he wondered if that kind of an amendment was more appropriate to be put into City Code instead of in the language of the Land Disposal Maps. These maps are an administrative tool. He is working on 5.22 – thinking it's better to wait until that comes before Council.

M/Bailer S/Meyer to refer this resolution to staff until chapter 5.22 is brought before them for changes.

Meyer suggested a flow chart be included in the Land Disposal Maps when they come back for approval.

Vote on the motion: 7 yeas, 0 nays. Motion was approved.

M. Unfinished Business – none

N. New & Miscellaneous Business

16. Council approval of ARPA Funds – Capital Spending Plan

M/Allison S/Schaefer to approve the Capital spending plan for the ARPA funds.

Howarth said the State had \$50 million of federal funds to distribute to local governments, Cordova received about \$670,000. We are required to tell them our spending plan by March 15 – we received the letter February 15. We have 2 years to expend the funds. Department heads and she have discussed, and they arrived at the list which includes equipment, improvements to facilities, design-engineering professional services (this is for many different projects, identification of the problems that exist), and vehicles. There are some grants on the list, that shows what can be found elsewhere, also matching funds are listed. She put this in front of Council for their input, to see if they want to fund different projects. **Bailer** mentioned the impound lot which had council and community support. **Howarth** said the department heads prioritized the projects and impound lot is there just lower down on the list; they prioritized the projects that would most impact the performance in their department's functioning.

Vote on the motion: 7 yeas, 0 nays. Motion was approved.

17. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists

Mayor Koplin mentioned there is still a vacancy on CCMCA Board, so he encouraged people to reach out to CCMC if interested in that. **Bailer** asked for a discussion at the next meeting for an RFP for legal advice for the Harbor project. **Bailer** and **Allison** asked the Manager to get **Mark Keller's** input on attorneys, maybe he knows of some specialized attorneys, one's he's worked with already.

O. Audience Participation - none

P. Council Comments

Meyer thanked the City Manager for all the information in the packet – she appreciated the spreadsheets, projects/priorities – thanks to staff working really hard on Harbor project – thanks to the community for the high election turnout.

Schaefer same comments – hopes to see similar community engagement at Council meetings and in future elections.

Bailer echo those comments and thanked all of those who ran for office.

Sherman was also pleased with voter turnout and thanked Helen and staff for patience and listening.

Allison repeat on most of that – especially **Sam, Tony, Curtis, Manager** on the Harbor project work. Hopes for more community engagement as was mentioned before. Appreciates all the volunteers and their families, it is a sacrifice. March 16 we will find out the results.

Glaser thanks **Sam** and **Curtis** for being available for questions. **Sam's** reports tonight very helpful. As far as Harbor project, he's not a fan of cutting costs – this has to last us 30 years.

Q. Executive Session

18. Council discussion of City Manager's evaluation, in executive session because it is a subject that may prejudice the reputation or character of a person; the person may request a public discussion

19. Council discussion of City Clerk's evaluation, in executive session because it is a subject that may prejudice the reputation or character of a person; the person may request a public discussion

M/Allison S/Glaser to go into an executive session to discuss the City Manager's and City Clerk's evaluations, these may be discussed in executive session because they are subjects that may prejudice the reputation or character of a person and although the person may request a public discussion, neither has requested that this time.

Vote on the motion: 7 yeas, 0 nays. Motion was approved.

Mayor Koplin recessed the meeting at 8:48 pm so the room could be cleared.

Council entered the executive session at 8:50 pm and was back in open session at 10:14 pm.

R. Adjournment

M/Allison S/Glaser to adjourn the meeting.

Hearing no objection **Mayor Koplin** adjourned the meeting at 10:14 pm.

Approved: April 6, 2022

Attest: _____
Susan Bourgeois, CMC, City Clerk

Regular City Council Meeting
March 16, 2022 @ 7:00 pm
Cordova Center Community Rooms A & B
Minutes

A. Call to order – Mayor Clay Koplin called the Council regular meeting to order at 7:00 pm on March 16, 2022, in the Cordova Center Community Rooms.

B. Invocation and pledge of allegiance – Mayor Koplin led the audience in the Pledge of Allegiance.

C. Roll call - Present for roll call were **Mayor Clay Koplin** and Council members **Anne Schaefer**, and **David Glasen**. Council members **Tom Bailer**, **Cathy Sherman**, **Jeff Guard**, **Melina Meyer**, and **David Allison** were present via teleconference. Also present were City Manager **Helen Howarth** and City Clerk **Susan Bourgeois**.

D. Approval of Regular Agenda – M/Glasen S/Schaefer to approve the agenda.
Vote on the motion: 7 yeas, 0 nays. Motion was approved.

E. Disclosures of Conflicts of Interest and ex parte communications – none

F. Communications by and Petitions from Visitors

1. Guest speaker - none
2. Audience comments regarding agenda items: none
3. Chairpersons and Representatives of Boards and Commissions: no reports
4. Student Council representative: no report

G. Approval of Consent Calendar

5. Proclamation of Appreciation to **Wendy Ranney**
 6. Resolution 03-22-07 A Resolution of the Council of the City of Cordova, Alaska, approving the license for a mobile restaurant for 'Jen's'
 7. Council action to waive protest of renewal for Liquor License # 919 Powder House, beverage dispensary
 8. Minutes of the February 16, 2022 Regular Council Meeting
- Vote on the Consent Calendar: 7 yeas, 0 nays. Guard-yes; Schaefer-yes; Glasen-yes; Meyer-yes; Bailer-yes; Allison-yes; and Sherman-yes. Consent Calendar was approved.

H. Approval of Minutes – in consent calendar

I. Consideration of Bids - none

J. Reports of Officers

9. Mayor's Report – **Koplin** had no report.
10. Manager's Report – City Manager **Helen Howarth** reported: 1) CBA approval will have to wait – the union will meet to ratify it on March 31 – will shoot to have it for Council approval on April 6; 2) she put out an RFP for audit – that will be before council for approval next time, goal is cost-effective audit with a deadline for September report to Council; 3) very successful trip to Juneau in search of Harbor funding – all meetings went well, should know more in a month or six weeks – she thinks she can advocate on our behalf without need of a lobbyist.

a. South Harbor Rebuild update – **Greenwood** – R&M and **Mark Keller** were here last week, had some good meetings, they participated in a Q&A with the public, Harbor commission members, well-attended, good questions, and comments. **Garth Schlemlein** is a construction attorney from Washington, he is with Schlemlein, Fick and Franklin and has 38 years of construction law experience, highly recommended by **Mark Keller**. **Howarth** said we have entered negotiations with him, he'll do the design-build contract, the project manager contract and will be on retainer for the rest of the project needs we have. **Schaefer** asked if **Mark** recommended him. **Sam** and **Helen** both answered, yes, that is how we heard of him and then we called him to negotiate. **Bailer** thanked staff for the follow through on Council's request last time.

b. January-February Financials and Cash Report – **Howarth** said there is a 2-page financial – she still has contracted financial help – they are preparing these reports, she is hoping to segway back to in-house reporting.

11. City Clerk's Report – **Bourgeois** reported: she had a written report in the packet highlighted important activities in Clerk's office such as Assessment Notices were mailed, appeal period is open until April 8. The remaining ballots were counted this morning, 12 valid ballots were counted, and the end result was **Allison** winning Mayor's race by 2 vote margin, automatic recount was conducted, and the margin remained the same. The resolution for Election certification is in front of Council.

Mayor Koplin reverted to the Mayor's report and he read the proclamation to **Wendy Ranney** into the record.

K. Correspondence

12. Alaska Business Magazine March 2022, article on Cordova South Harbor

13. DNR Mining Land & Water agency review for aquatic farmsite lease in Simpson Bay Wild Blue Mariculture

14. AMHOB March 11 Meeting Announcement/links and information

L. Ordinances and Resolutions

15. Resolution 03-22-06 Certification of the Official Results of the March 1, 2022 City of Cordova General Election

M/Schaefer S/Glasen to approve Resolution 03-22-06 Certification of the Official Results of the March 1, 2022 City of Cordova General Election

Vote on the motion: 7 yeas, 0 nays. Motion was approved.

16. Resolution 03-22-08 A resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a sole source contract with Mark R. Keller, LLC. to provide project management for preconstruction services, procurement, fabrication, construction, and closeout tasks for the south harbor rebuild project.

M/Glasen S/Schaefer to approve Resolution 03-22-08 A resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a sole source contract with Mark R. Keller, LLC. to provide project management for preconstruction services, procurement, fabrication, construction, and closeout tasks for the south harbor rebuild project.

Glasen said he is in support – **Mark** is our guy. **Schaefer** wanted to clarify that this covers the whole project even though the timeframe has now been extended – **Howarth** replied, yes, it does.

Vote on the motion: 7 yeas, 0 nays. Motion was approved.

17. Resolution 03-22-09 A resolution of the Council of the City of Cordova, Alaska supporting Governor Dunleavy's \$310 million GO-bond financed infrastructure proposal

M/Schaefer S/Glasen to approve Resolution 03-22-09 A resolution of the Council of the City of Cordova, Alaska supporting Governor Dunleavy's \$310 million GO-bond financed infrastructure proposal

Howarth said we were asked to support the Governor's efforts to do this – especially because we could benefit from this. Remains to be seen if he will put this forward because the price of oil is so high right now.

Vote on the motion: 7 yeas, 0 nays. Motion was approved.

M. Unfinished Business – none

N. New & Miscellaneous Business

18. Council concurrence of Mayor's Appointments to City Boards and Commissions

Mayor Koplin said this was a difficult choice because there are 2 interested individuals but he is appointing **Tania Harrison** – he encourages **Chris Iannazzone** to reapply in the future and/or seek out other volunteer opportunities. His second appointment is for **Robert Beedle** to continue in his role as City Representative to the PWS RCAC.

M/Schaefer S/Glasen to concur with those 2 appointments by **Mayor Koplin**.

Vote on the motion: 7 yeas, 0 nays. Motion was approved.

19. CashVest Liquidity Analysis Report – discussion item

Schaefer said she really appreciates this report. The bullet points in **Helen's** narrative also very helpful.

Schaefer asked if staff was paid on paper checks or direct deposit? **Helen** said both, mostly direct deposit.

She said the details show that paper is actually cheaper than ACH, but we will be negotiating with the bank to lower fees. **Howarth** said overall we got a pretty good score – best thing we have going is that we invest with UBS and get an actual rate of return vs. most communities our size don't do that. Cashvest has also helped us realize that we have a lump sum of about \$2 million sitting that is uninvested and we could make use of that in a better way. **Bailer** mentioned the investment policy and it should be reviewed every couple of

years and ours needs to be looked at now, it's been 10 or 12 years. **Guard** said he appreciates this information. **Allison** said we need to be accounting for the enterprise fund depreciation accounts that are lumped in with the general fund in the sweep account. We need to account for this better and ensure they get credited for the interest they are earning.

20. Permanent Fund Earnings and Use – discussion item

Allison said he was hoping for a resolution moving the earnings back into the fund like he had asked for – he believes that is the best use of the earnings. **Bailer** said **Howarth** gave them 3 options in her memo for use of the earnings, he is of the opinion that the earnings should be reinvested into the corpus and only used with a supermajority vote of Council. **Glaser** and **Guard** both agreed with that also. **Meyer** said she is torn, she could agree with reinvesting into the corpus, she also sees it as beneficial to use it for Capital project funding or big-ticket items that are upcoming. **Howarth** mentioned the upcoming required matches we are committed to – Whitshed and Second Street matches will be \$300K in 2024 and over \$900K in 2025 – we've been paying those out of GF – that might not be sustainable. **Sherman** agreed with the others who want to reinvest and use only a supermajority vote to move money out – she is willing to make that vote in the future. **Howarth** said she'd bring a resolution to the next meeting – and would leave the code unchanged.

21. City Council membership on City Boards and Commissions – discussion item

Mayor Koplin said this was raised because if you are a Council member and a Commission member you in essence get 2 bites at the apple – voting positions on the boards leads to this. **Bourgeois** said she would find the attorney's advice on this as she believes there was a work session or at least a discussion of this fairly recently. **Bailer** and **Glaser** agreed with the "may" being in Code; believed it should stay as is. **Bailer** said he thinks a Council member would gladly step down if there were more interested citizens willing to take the seats on boards and commissions, sometimes they are hard to fill. **Guard** said the situation that he worries about is the Harbor project, he doesn't want conflict there – he thinks Council members are fine on the commissions but only in an ex-officio capacity. He doesn't believe in having one person have a vote in both places. **Meyer** agrees with **Guard** – she has a problem with voting in both places, especially when there are other community members willing to fill those seats. **Allison** said "may" is fine with him. **Schaefer** would like to be refreshed about the City Attorney's opinion on this if it was a memo or a report.

17. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists

Bourgeois said – noon tomorrow swearing in ceremony for new Council/School Board, etc. **Mayor Koplin** would do this – last official act as Mayor.

O. Audience Participation

Robert Beedle of 609 Spruce Street thanked Council for the re-appointment to RCAC.

Wendy Ranney of 2500 Orca Road thanked the Library Board for the proclamation – very humbling. She said that as a board/commission member it is helpful to have a Council member on the boards/commissions – she thinks written reports from the chair would be helpful to Council. She thanked **Helen** and staff and Council members who reached out to her while running for Mayor. She is not scared away, and she will be back. Voter turnout was incredible – she was glad to see the minority vote come out.

Ken Jones of 504 Sunnyside said he'd like to go back to Council member's being assigned to Boards and Commissions. Maybe we need a second opinion if the City attorney thinks otherwise – we did a disservice to the community by going away from that.

P. Council Comments

Meyer appreciates the reports in the packet, always helpful – especially the detailed financial information. Congratulations to the election winners. She'd encourage reports from boards and commissions, but she still does not agree with Council members voting on those.

Sherman glad to see the RFP out for auditors. She thinks the Mayor's meetings with boards and commissions was valuable – hope they start up again.

Bailer thanked **Mayor Koplin** for his 6 years as Mayor. There was a time that Council was thinking of disbanding the Harbor Commissions – **Beedle** was instrumental in keeping that going. He said the letter sent out to businesses about sales tax was poorly worded and needs to be addressed.

Guard thanked the Mayor for his work, for his long service to the community. Thanked staff for the informative packet. He doesn't have a problem with Council members on Boards and Commissions – his issue is with the voting.

Allison also thanked everyone for the reports – he does appreciate all the voters, record turnout for a regular election. Thanked **Glaser** for his years of service, **Mayor Koplin** – big shoes to fill appreciates all his volunteer efforts.

Glaser thanked **Helen** for all the info in the packet – thanks to **Clay** for his years of service – this is his last meeting – can't say it was always fun but he enjoyed serving his community in this way – they've had some tough topics over these three years.

Schaefer thanked staff for the informative packet – thanks to the Clerk for running a smooth election – thanked **Clay** – he's been the constant since she's been on Council. Thanked **Allison** for his Council service and will be glad to serve with him as Mayor – glad his insight and background will still be available to them. Thanked **Glaser** – it was fun serving with him, sad to see him go, he will be missed. Thanked all of those who ran and put names in for Boards and Commissions.

Q. Executive Session

18. Council discussion of City Manager's evaluation, in executive session because it is a subject that may prejudice the reputation or character of a person; the person may request a public discussion

19. Council discussion of City Clerk's evaluation, in executive session because it is a subject that may prejudice the reputation or character of a person; the person may request a public discussion

M/Schaefer S/Glaser to go into an executive session to discuss the City Manager's and City Clerk's evaluations, these may be discussed in executive session because they are subjects that may prejudice the reputation or character of a person and although the person may request a public discussion, neither has requested that this time.

Vote on the motion: 7 yeas, 0 nays. Motion was approved.

Mayor Koplin recessed the meeting at 8:27 pm so the room could be cleared.

Council entered the executive session at 8:30 pm and was back in open session at 9:29 pm.

Mayor Koplin said they discussed the evaluations further and no decisions were made in the executive session. The Mayor was given direction and there is to be a Special Meeting at noon on Tuesday March 22 so they could approve a new contract for the City Clerk as her current contract is up before the next regular meeting.

R. Adjournment

M/Glaser S/Schaefer to adjourn the meeting.

Hearing no objection **Mayor Koplin** adjourned the meeting at 9:30 pm.

Approved: April 6, 2022

Attest: _____
Susan Bourgeois, CMC, City Clerk

**Special City Council Meeting
March 22, 2022 @ 12:00 pm
Cordova Center Community Rooms
Minutes**

A. Call to order - Mayor David Allison called the Council Special Meeting to order at 12:00 pm on March 22, 2022 in the Cordova Center Community Rooms.

B. Roll call - Present for roll call were **Mayor David Allison** and Council members **Cathy Sherman, Anne Schaefer**, and **Ken Jones**. Council members **Tom Bailer, Jeff Guard** and **Melina Meyer** were present via teleconference. Council member **Kristen Carpenter** was absent. Also present was City Clerk **Susan Bourgeois**.

C. Approval of agenda - M/Jones S/Sherman to approve the agenda.

Hearing no objection, **Mayor Allison** declared the agenda approved.

D. Disclosures of conflicts of interest and Ex Parte Communications - none

E. Communications by and petitions from visitors

1. Audience Comments regarding agenda items - none

F. New Business

2. Council approval of restated employment agreement with City Clerk Susan Bourgeois (may be discussed in executive session) **M/Schaefer S/Sherman** to approve the restated employment agreement between the City of Cordova and Susan Bourgeois.

Mayor Allison advised that it might be fair to enter the e.s. to bring the new Council members up to speed on the annual evaluation and contract negotiations that had already taken place, before asking him to vote on contract approval.

M/Schaefer S/Sherman to enter executive session to discuss the City Clerk's contract because City Clerk's contract is a matter the immediate knowledge of which would clearly have an adverse effect upon the finances of the government. Vote on the motion: 6 yeas, 0 nays, 1 absent (Carpenter). Motion was approved.

Council entered the executive session at 12:05 pm and re-entered open session at 12:16 pm.

Mayor Allison said they discussed the Clerk's contract and took no action. **Mayor Allison** stated that the contract approval was now back before Council. Council member **Bailer** left the meeting.

Vote on the motion: 5 yeas, 0 nays, 2 absent. Schaefer-yes; Sherman-yes; Jones-yes; Bailer-absent; Guard-yes; Meyer-yes and Carpenter-absent. Motion was approved.

G. Audience participation - none

H. Council comments

Meyer thanked **Bourgeois**, she is excited to have her stay on with the City and she'll be glad to work with her these next few years.

Guard is happy to have the Clerk remain on at the City.

Schaefer echoed the thanks to **Bourgeois**.

Jones thanked **Bourgeois** and thanked the other members for attending today.

Sherman also thanked **Bourgeois**.

I. Executive Session – this occurred earlier during discussion of item 2 above

3. Council may choose to go into an executive session for item 2 before approval because the City Clerk's contract is a matter the immediate knowledge of which would clearly have an adverse effect upon the finances of the government.

J. Adjournment

M/Sherman S/Schaefer to adjourn.

Hearing no objection, **Mayor Allison** adjourned the meeting at 12:20 pm.

Approved: April 6, 2022

Attest: _____

Susan Bourgeois, CMC, City Clerk



AGENDA ITEM # 7
City Council Meeting Date: April 6, 2022
CITY COUNCIL COMMUNICATION FORM

FROM: Helen Howarth, City Manager

DATE: 3/31/2022

ITEM: Award of contract for Annual Audit for the three fiscal years ending December 31 of 2021, 2022, and 2023 with an option to extend the contract for two years in one-year increments through 2025.

ACTION: Council authorizes the City Manager to negotiate Annual Audit contract

☐ ORDINANCE
☒ MOTION

☐ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: This form constitutes the memorandum required per Code para 5.12.040 setting forth the following:

A. Identity of Contractor: *Newhouse & Vogler, Certified Public Accountants*

B. Contract Price:

<i>Contract:</i>	<i>\$262,344</i>
<i>2021:</i>	<i>\$84,036</i>
<i>2022:</i>	<i>\$89,154</i>
<i>2023:</i>	<i>\$89,154</i>

**Extension: \$186,411*
2024: \$91,828
2025: \$94,583

**two-year extension negotiated as separate contract*

C. Nature & quantity of the work that the City shall receive under the contract:

City of Cordova Comprehensive Annual Financial Report and State and Federal Single Audit Compliance Statements to include all accounts of the City.

- 1. The auditors shall accept the responsibility to express an opinion as to the fair presentation of the combining, individual fund, and individual account group financial statements.*

2. *A separate report on compliance and internal controls required for the Federal and State Single Audits shall be prepared by the auditor.*
3. *Auditor shall perform tests of compliance in accordance with Government Auditing Standards; OMB Circular A-133, Audits of State and Local Governments; GASB and FASB pronouncements; and other applicable standards. In connection with the audit of the financial statements, the Auditor shall perform tests of internal controls in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards; and OMB Circular A-133, Audits of State and Local Governments.*
4. *As appropriate, the Auditor shall report on compliance with specific requirements applicable to major federal assistance programs and State programs and communicate all instances of noncompliance in the report on compliance or in the Schedule of Findings and Questioned Costs. Similarly, as appropriate, the Auditor shall report on compliance with general requirements applicable to federal assistance programs, and with non-major federal assistance programs if such were selected for testing during the audit. Information should be disclosed regarding the status of findings and recommendations from previous audits that remain uncorrected.*
5. *The auditor shall observe the adequacy of the systems of internal control, accounting procedures and other significant matters. If material weaknesses are noted, appropriate recommendations should be reviewed with management and included in a letter to the City Mayor and Councilmembers.*
6. *Upon completion of the audit, the auditor shall make a presentation to City Council in a work session, summarizing the major scope and findings of the audit, and discussing the highlights of the financial statements, and provide a brief presentation to the public at a presentation during the City Council meeting.*

II. RECOMMENDED ACTION: Council approves motion “to direct the City Manager to negotiate a contract with Newhouse & Vogler Certified Public Accountants to perform City of Cordova annual audit for a three-year contract term (FY21, FY22, FY23) not to exceed \$262,344 with an option to extend for a two-year contract term (FY 24, FY 25) not to exceed \$186,411.”

III. FISCAL IMPACTS:

Contract:	FY22 budget: \$84,036
	FY23 budget: \$89,154
	FY24 budget: \$89,154
Extension	FY25 budget: \$91,828
	FY26 budget: \$94,583

IV. BACKGROUND INFORMATION: City of Cordova has not issued an RFP for audit services for three years. Recent audits have not been completed timely, in part due to Covid, and new federal single audit requirements have made audits significantly more expensive than budgeted. Request for Proposal was sent to qualifying audit firms, per 5.12.130 Competitive sealed proposals, on March 9, 2022 with submissions due March 23, 2022. The city received

proposals from BDO and Newhouse & Vogler. Newhouse & Vogler had the ability to meet the audit timeline and had a lower contract price.

V. LEGAL ISSUES: Contract shall be negotiated and awarded per Code sections 5.12.040.

VI. SUMMARY AND ALTERNATIVES: Council can approve or may not approve this motion to negotiate a contract, if Council opts to not proceed in this manner, then Council could direct staff in another way.

5.12.040 - Council approval of contracts.

No contract for supplies, services or construction which obligates the city to pay more than twenty-five thousand dollars may be executed unless the council has approved a memorandum setting forth the following essential terms of the contract:

- A. The identity of the contractor;
- B. The contract price;
- C. The nature and quantity of the performance that the city shall receive under the contract; and
- D. The time for performance under the contract.

(Ord. 1019 § 1, 2008: Ord. 874, 2000: Ord. 809 (part), 1998).

(Ord. No. 1093, § 1, 1-4-2012)

5.12.130 Competitive sealed proposals.

- A. If the city manager determines in writing that use of competitive sealed bidding is not practicable, the city may procure supplies, services or construction by competitive sealed proposals under this section.
- B. The city manager shall solicit competitive sealed proposals by issuing a request for proposals. The request for proposals shall state, or incorporate by reference, all specifications and contractual terms and conditions to which a proposal must respond, and shall state the factors to be considered in evaluating proposals and the relative importance of those factors. Public notice of a request for proposals shall be given in accordance with Section 5.12.110(B). A request for proposals may be modified or interpreted only in the manner provided in Section 5.12.110(C).
- C. Sealed proposals shall be submitted by mail, delivery service or in person at the place and no later than the time specified in the request for proposals. Proposals not submitted at the place or within the time so specified shall not be opened or considered.
- D. Proposals shall be opened so as to avoid disclosing their contents to competing proposers before notice of intent to award a contract is issued. Proposals, tabulations and evaluations thereof shall be open to public inspection only after notice of intent to award a contract is issued. To the extent the proposer designates in writing and other provisions of law permit, trade secrets and other proprietary data contained in a proposal document shall be withheld from public inspection.
- E. In the manner provided in the request for proposals, the city manager may negotiate with those responsible proposers whose proposals are determined by the city manager to be reasonably responsive to the request for proposals. Negotiations shall be used to clarify and ensure full understanding of the requirements of the request for proposals. The city manager may permit proposers to revise their proposals after submission and prior to award to obtain best and final offers. Proposers deemed eligible for negotiations shall be treated equally regarding any opportunity to discuss and revise proposals. In conducting negotiations or requesting revisions, the city shall not disclose any information derived from proposals of competing proposers.
- F. Award shall be made by written notice to the proposer whose final proposal is determined to be the most advantageous to the city. No criteria other than those set forth in the request for proposals, including all specifications and addenda, may be used in proposal evaluation.

(Ord. 809 (part), 1998).

Date: 4/6/22

TO: CITY COUNCIL

FROM: HELEN HOWARTH, CITY MANAGER

RE: Manager's Report

Union Negotiations

IBEW members held a ratification vote on March 31, 2022 and approved the draft contract as presented in Council packet. Council is asked to deliberate and approve the contract.

Harbor Rebuild status

Project team will present at Council meeting.

Staff is pursuing a \$7.5M state request for additional funding to cover costs increases for South Harbor rebuild. Our in-person meetings in Juneau resulted in support at all levels of government including the Governor's office, Senate and House Finance, as well as Representative Stutes and Senator Stevens.

Senate Finance Committee has scheduled **PUBLIC TESTIMONY** for the Operating, Mental Health, and **Capital budgets** next week and invites Prince William Sound to call in Friday, April 8 beginning at 9 a.m.

- **SB164 Approp: Capital Budget (GOV)**
- **PUBLIC TESTIMONY:**
 - ****90-second time limit****
 - Call-in #: Statewide: 844-586-9085

We need a show of support from Harbor users and other constituencies impacted by the rebuild project to further demonstrate community support. More information and bullet points will be broadly communicated.

Audit RFP

City received two responses to the RFP issued for City's annual audit. After review, staff recommends Council review and approval of Newhouse & Vogler CPA proposal per attached memo.

Capital projects

Staff continues to actively seek funding for City capital priorities and is submitting a Federal PIDP grant request in May for a floating fuel dock and North Harbor uplands work.

Staff will attend Senator Murkowski's Funding Summit in Anchorage, April 11-12 to learn about federal infrastructure resources and meet with agency representative.

Housing

Increased housing in Cordova is a top community priority and staff focus. City has joined with NVE to form a working committee to identify and pursue solutions maximizing the resources of both entities. We are researching development and improvement incentives (tax and other), disincentives for substandard properties, identifying City-owned properties for possible development, working with developers both institutional and private to identify opportunities and obstacles, and working with grant and financing funders to identify resources to help make needed housing projects happen.

Council Packet Correspondence Primer: **Communicating with Your Elected Cordova Officials**

This primer provides an overview of City of Cordova policies regarding the submission of correspondence to the City Clerk's office for distribution to City Council. These policies are general in nature and do not preempt the application of relevant laws to correspondence distribution. To the extent you have questions regarding the distribution of specific correspondence, please contact the City Clerk's office.

What gets published in Council packets as Correspondence?

- Letters, emails, cards, or other written or electronic mail addressed to City Council, any individual member of City Council or the Mayor, regardless of whether or not the sender has requested inclusion of the correspondence in a City Council packet.
- Letters, emails, cards, or other written or electronic mail written by the Mayor, individual City Council members in their capacity as elected officials, or the Council as a body
- Letters, emails, cards, or other written or electronic mail by agencies/entities that are pertinent to Council and the citizens of Cordova (e.g. population determination, full value determination, open comment periods for projects/leases in and around Cordova, etc.)
- Only correspondence received by the Clerk's Office on or before noon on the Wednesday before a regular Council meeting is eligible for inclusion in the packet for that meeting. Correspondence eligible for inclusion received after that date and time will be included in the next regularly scheduled Council meeting packet. (See CMC 3.12.035).

What does not get published in Council packets as Correspondence?

- Letters, emails, cards, or other written or electronic mail that are disparaging to individuals or entities
- Letters, emails, cards, or other written or electronic mail that have been sent anonymously
- Letters, emails, cards, or other written or electronic mail that contain confidential information or information that would warrant a constitutional violation of privacy or could potentially violate an individual's or an entity's constitutional rights.

More information about items not subject to publication:

- Correspondence that is not subject to publication in a Council packet will, however, be forwarded to the Mayor and City Council members with notification that the communication will not be included in the Council packet and the reasons for the exclusion.
- The City will attempt to contact the writer of the correspondence to inform them that the City has determined not to publish what they have sent. Notifications will be sent to the return address on the communication if one has been provided. (the best way to ensure the City is able to reach the writer is if the correspondence has been emailed through the City Clerk cityclerk@cityofcordova.net)
- A person who submits a communication that is not subject to publication in a Council packet, may still attend a meeting and read the communication during audience comments (if it is about an agenda item) or during audience participation, if it is not about an agenda item. Oral comments during a Council meeting will not be monitored or limited for content unless the comments made incite or promote violence against a person or entity. The City is not responsible or liable for the comments, thoughts, and/or opinions expressed by individuals during the public comment period at a Council meeting.

Suggestions concerning correspondence:

- Correspondence intended for all Council members should be emailed to the City Clerk at cityclerk@cityofcordova.net, hand-delivered or sent via U.S. mail to the Clerk's office. Correspondence should be clearly addressed to "Cordova City Council." Unless clearly stated otherwise, the City Clerk will presume that all correspondence addressed to City Council is intended for inclusion in the packet.



File Code: 6270
Date: March 21, 2022

Brent Reynolds
Department of Natural Resources, Aquatic Farm Program
550 W. 7th Ave., Suite 900C
Anchorage, Alaska 99501

Dear Mr. Reynolds,

This letter is in response to the Alaska Department of Natural Resources request for the Agency Review for Proposed State-Owned Tide and Submerged Lands Lease - ADL 233817: Wild Blue Mariculture, email received March 7, 2022.

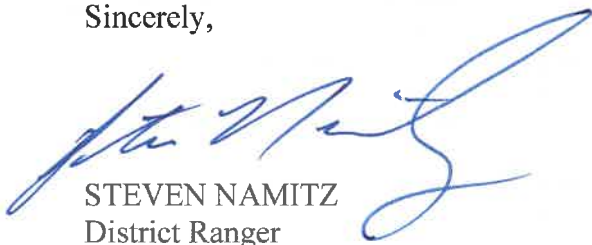
As you are aware the proposed site for this mariculture project is located nearshore to uplands owned by the Eyak Corporation. The fish resources in the proposed area include a herring spawning site. Herring spawn events in late spring and early summer have encrusted gear from the adjacent existing oyster farm in the last few seasons. Additionally, sport fishers trolling for king salmon use this area frequently and there is an anadromous stream adjacent to this project.

The USFS has no concerns for this specific project and location.

With respect to the increasing number of these requests we would ask ADNR's consideration on the maximum percentage coverage that should be allowed to operate in an area. Some locations maybe reaching a high density of mariculture sites. Should these sites continue to be permitted there is an expectation of access issues during certain times of the year.

The Forest Service will continue to seek to work collaboratively with DNR and other state agencies for the protection of forest resources.

Sincerely,



STEVEN NAMITZ
District Ranger

cc: Jeff Schramm, John Smith, Stormy Haught, Dede Srb, Ron Britton



April 1, 2022

TO: City Council
FROM: Helen Howarth, City Manager
RE: Designation of permanent fund earnings

Per Council direction at its March 16, 2022 meeting, the attached resolution 4-22-10 directs reinvestment of earnings accrued through investment of the General Reserve Fund (Permanent Fund) during calendar year 2020.

Current code allows Council the flexibility and decision-making authority to use those funds for general operations, repayment of fund losses or expenses, or reinvestment. Code requires Council to be apprised of the actual earnings from the fund when the annual audit is complete. Council will direct use of the earnings through resolution.

**CITY OF CORDOVA, ALASKA
RESOLUTION 04-22-10**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
REINVESTING \$417,752.45 OF FY2020 INVESTMENT EARNINGS FROM THE
GENERAL RESERVE FUND (PERMANENT FUND) BACK INTO THE FUND.**

WHEREAS, City Code Chapter 5.44 Cordova General Reserve Fund Income and Distribution states in part "... in conjunction with the audit of the city's financial statements each year..... the net income of the fund shall be determined as of the 1st day of the preceding fiscal year (and be reported by)....the city treasurer; and

WHEREAS, City Code defines the net income of the fund as unrestricted general income of the City and "net income" means the total income yielded from investment of the principal of the fund for the preceding fiscal year, less any amounts needed:

1. To reimburse the fund principal in the event a transaction results in an actual dollar loss in principal;
2. To offset any reduction in fund principal due to administrative costs;
3. To offset any depletive effect of inflation on the fund principal during the fiscal year, as may be determined by a nationally recognized inflation index; and

WHEREAS, City has \$517,752.45 net income from 2020 investments available as unrestricted general income; and

WHEREAS, City's approved FY22 budget included \$100K from that fund source, leaving a balance of \$417,752.45 available pending Council direction; and

WHEREAS, City Council has authority under code to direct use of Permanent Fund earnings and wishes to control spending and increase City savings.

NOW, THEREFORE, BE IT RESOLVED THAT, City of Cordova commits \$417,752.45 of the FY20 investment earnings for reinvestment into the General Reserve Fund.

PASSED AND APPROVED THE 6th DAY OF APRIL 2022.

David Allison, Mayor

ATTEST:

Susan Bourgeois, City Clerk



AGENDA ITEM 13
City Council Meeting Date: 04/06/2022
CITY COUNCIL COMMUNICATION FORM

FROM: Samantha Greenwood, Public Works Director
DATE: 03/28/22
ITEM: Award of Sole Source Contract to Yukon Equipment, Inc.
NEXT STEP: Council approval of a resolution authorizing the City Manager to negotiate the contract

☐ ORDINANCE
☐ MOTION

☒ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: To approve a sole source contract with Yukon Equipment, INC. to purchase A 2006 Used Vactor 2100 Truck for the sewer department.

5.12.150 - Sole source procurements.

A. The city may procure supplies, services, or construction without competition where the city manager determines in writing that one of the following circumstances applies:

1. Supplies, services, or construction that reasonably meet the city's requirements are available from only one vendor;
2. The supplies, services, or construction have a uniform price wherever purchased;
3. The supplies, services, or construction may be purchased from or through another governmental unit at a price lower than that obtainable from private vendors;
4. The price of the supplies, services, or construction is fixed by a regulatory authority; or
5. The contract is for professional services that the council by resolution determines to procure without formal competition.

B. The award of any contract under this section shall be subject to prior council approval in accordance with Section 5.12.040.

This contract meets the requirements of A1 above by providing an affordable used Vactor truck located within the state, comes with a limited warranty, and is only available from one vendor within the state. New Vactor trucks are between 300,000 and 400,000 thousand dollars and may take up to a year or longer to be received. This truck was used by a federal agency, has excellent maintenance records, and has been thoroughly gone over by Yukon Equipment.

II. RECOMMENDED ACTION / NEXT STEP: Council suggested motion “to approve Resolution 04-

22-11, a resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a sole-source contract with Yukon, Inc. for the purchase used 2006 Vactor 2100 Truck for the City of Cordova.”

III. FISCAL IMPACTS: The used 2006 Vactor 2100 truck will be paid with depreciation funds. The account is 705-397-41095.

IV. BACKGROUND INFORMATION: Vactor trucks are an essential piece of equipment for sewer departments. They perform preventative maintenance and in emergencies when sewer lines are clogged. The Vactor truck supports multiple methods to remove blockages and keep the lines clear of dirt, debris, and grease. Jetting is a process in which the Vactor truck’s high-pressure water hose with a sewer-jetting nozzle is pushed into the clogged or dirty sewer line. High-pressure water is released from the Vactor truck to dislodge all the dirt, grease, and debris and flushed into a manhole hole, where it is isolated from the sewer main and then vacuumed up into the Vactor truck’s holding tanks. Rodding is done similarly, but instead of high-pressure water, a flexible rod is pushed through the lines to clear debris.

The Vactor truck is used for preventative maintenance keeping troublesome sewer mains (lines with low spots and heavy use) from plugging up by rodding, jetting, flushing, and vacuuming the sewer mains. This is done on a rotating schedule during the summer months to prevent build-up and eventually clogging of the sewer mains. High priority is given to lines with previous clogs, high use, and known low spots. Manholes are also cleaned and vacuumed to keep them free of debris build-up.

If sewer mains and services become clogged with obstructions, the sewage will stop flowing in the mains, causing sewage to back up into manholes of facilities. The Vactor truck is a crucial piece of equipment because the chances of saving property from sewer damage are increased substantially. If the Vac truck is not working and there is a sewage backup, a large pump and a long hose to reach the nearest manhole would need to be deployed to pump the sewage into the next manhole or holding tank. The debris or clog would have to be rodded (snaked) to remove the blockage manually.

The Street Department also uses the current Vactor truck to clean out storm drains. This use is hard on the vacuum system and facilitates more wear and tear on the machine than sewage pumping. The Street Department will continue to use the older truck and maintain it. When the existing Vactor system goes down, the Street Department can wait for parts to be fabricated or ordered. If the Vactor truck’s systems are inoperable and a main sewer clogs, the Sewer Department has limited tools to remove the clog in a timely fashion.

The PW Department has been looking for a new Vactor truck for years; trying to secure funding has been challenging. Using the Sewer’s depreciation fund to purchase a new truck would eliminate most of the Sewer Department’s budget. Not having a reliable Vactor truck is a valid risk, and we were exploring rental options for Vactor trucks to be prepared for the “just in case” time. This truck was provided as a rental option from Yukon Equipment. The idea of a rental quickly transformed into a conversation about purchasing the truck. Due to the high cost of a new truck, the much-needed upgrades at the wastewater treatment plant, and the current sewer loan debt, buying a used Vactor truck is a good option. The used Vactor truck will only be used by the Sewer Department which eliminates the more problematic Street’s maintenance uses and will help extend the life of the used Vactor truck.

V. SUMMARY AND ALTERNATIVES: Council could choose not to approve the resolution.

**CITY OF CORDOVA, ALASKA
RESOLUTION 04-22-11**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT
WITH YUKON EQUIPMENT, INC. FOR THE PURCHASE OF A 2006 USED VACTOR 2100
TRUCK FOR THE CITY OF CORDOVA**

WHEREAS, the existing Vactor is a 1999 model and has been used extensively by both the Sewer and Street Departments; repairs are becoming more frequent, parts are becoming obsolete, and Street Department has reduced storm drain maintenance to ensure that the Vactor truck is operational for the Sewer Department; and

WHEREAS, the Street Department will continue to use the old Vactor truck for street maintenance, and the truck purchased will be used for only sewer work extending the truck's life; and

WHEREAS, a new Vactor truck cost ranges from \$300,000 to \$400,000 depending on model and could be up to a year before delivery; and

WHEREAS, this truck was previously owned by a governmental agency and has excellent maintenance records and limited use; and

WHEREAS, the Vactor truck is used year-round and is crucial for the Sewer Department maintenance program and to remove clogs from sewer lines; and

WHEREAS, the Sewer Department, in case of a clogged main, cannot afford to be without a Vactor truck; and

WHEREAS, Yukon Equipment has thoroughly inspected and tested all components of the Vactor truck, will supply a limited warranty and has the truck available in State; and

WHEREAS, having a sole source contract with Yukon Equipment, Inc., provides the best opportunity to meet the City's needs to purchase a Vactor truck at a cost-effective price, that is currently located in-state, that has a limited warranty, and the truck is only available at Yukon Equipment; and

WHEREAS, City Council does hereby approve the following as required in Cordova Municipal Code Section 5.12.040 Council approval of contracts:

- A. Contractor: ***Yukon Equipment Inc.***
- B. Contract price: ***\$150,000.00***
- C. Nature and quantity of the performance that the City shall receive:
Yukon will supply a used 2006 Vactor 2100 Truck that has been inspected, tested, and parts/repairs replaced where needed. Yukon will provide a limited warranty on the truck.
- D. Time for performance: ***Available upon approval of the contract.***

WHEREAS, pursuant to Cordova Municipal Code Section 5.12.150A, the City Manager has determined in writing that, due to Yukon Equipment, Inc.'s ability to supply a cost-effective used Vactor truck and provide a limited warranty, City Council agrees that the City's needs are met and only available from one vendor.

NOW, THEREFORE BE IT RESOLVED THAT the Council of the City of Cordova, Alaska, hereby authorizes the City Manager to enter into a sole source contract with Yukon Equipment, Inc. for the purchase of a used 2006 Vactor 2100 Truck for the City of Cordova.

PASSED AND APPROVED THIS 6th DAY OF APRIL 2022

David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk



AGENDA ITEM 14

City Council Meeting Date: April 6, 2022

CITY COUNCIL COMMUNICATION FORM

FROM: City Manager

DATE: March 22, 2022

ITEM: Resolution - Approval of the Collective Bargaining Agreement by and Between the City of Cordova and IBEW Local Union 1547

NEXT STEP: Approve Resolution

☐ INFORMATION
☒ RESOLUTION

☐ MOTION
☐ ORDINANCE

I. REQUEST OR ISSUE: Approve, via Resolution, the Collective Bargaining Agreement recently negotiated and ratified by City employees who are members of IBEW Local Union 1547.

II. RECOMMENDED ACTION / NEXT STEP: Staff recommends that City Council approve the resolution.

“I move to approve Resolution 04-22-12”

III. FISCAL IMPACTS: Reclassification of positions which were included and approved in the 2022 Budget. Minimal fiscal impacts are reflected in Section 15.4.8 Premium Pay for TraveLift Operations, Section 18.2 Annual Leave Accrual, Section 18.24 Cash Value of Sick Leave, and the Classification Plan (Appendix A) and Wage Schedule (Appendix B).

IV. BACKGROUND INFORMATION: The most recent CBA was effective through December 31, 2021. Negotiations began in October 2021 with the goal of agreeing upon a 3-year contract. Due to the effects of a post-COVID economy, the resulting contract includes no provisions for cost of living adjustment (COLA). To minimize the impact such a provision would have on City employees, the parties agreed to limit the agreement to a 2-year contract.

**CITY OF CORDOVA, ALASKA
RESOLUTION 04-22-12**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
CITY OF CORDOVA AND THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL UNION #1547.**

WHEREAS, the collective bargaining agreement was effective from May 1, 2019 through December 31, 2021; and

WHEREAS, the recent negotiations through mutual good faith bargaining, resulted in a two (2) year contract to continue in full force and effect through midnight, December 31, 2023; becoming effective upon ratification by the bargaining unit and the Cordova City Council; and

WHEREAS, the purposes of this Agreement are to set forth herein agreed upon wages, hours and other terms and conditions of employment as established during the 2021 and 2022 negotiations; and

WHEREAS, the intent of the Agreement is also to improve the efficiency of City government, to encourage and maintain merit principles among City employees, and to encourage a spirit of helpful cooperation between the City and its employees and the local Union #1547 of the IBEW to their mutual benefit.

NOW, THEREFORE BE IT RESOLVED that the Council of the City of Cordova, Alaska hereby approves the 2022 COLLECTIVE BARGAINING AGREEMENT, as presented.

PASSED AND APPROVED THIS 6th DAY OF APRIL 2022.

David Allison, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk

Collective Bargaining Agreement

by and between the

City of Cordova

and

IBEW Local Union 1547

representing

City Employees

Effective _____, 2022 – December 31, 2023

DRAFT

PREAMBLE	1
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DRAFT

PREAMBLE

This Agreement by and between the City of Cordova hereinafter referred to as the "Employer" or "City" and the International Brotherhood of Electrical Workers, Local Union 1547, AFL-CIO, hereinafter referred to as the "IBEW" or "Union" representing the employees covered herein hereby establish the agreed upon wages, hours and other terms and conditions of employment set forth herein.

ARTICLE I - PURPOSES OF AGREEMENT

Section 1.1. Purposes of Agreement

The purposes of this Agreement are to set forth the negotiated wages, hours, and other terms and conditions of employment for bargaining unit employees, to promote the settlement of labor disagreements by conference, to provide for resolution of unsettled grievances by binding arbitration, to prevent strikes and lockouts, to improve efficiency of City government, to encourage and maintain merit principles among City employees, and to encourage a spirit of helpful cooperation between the City and its employees and the Union to their mutual benefit.

Section 1.2. Discrimination Prohibited

The Employer and the Union agree to comply with all laws, rules and regulations of local, state and federal governments prohibiting discrimination against any bargaining unit employee with regard to all aspects of employment or membership because of race, religion, color, sex, ancestry, national origin, marital status, age, political affiliation, union activity or disability and with proper regard for their privacy. The term "he" used in this agreement shall also mean "she" or refer to any individual regardless of pronoun preference.

Section 1.3. Political Activity

In order to assure that employees are protected against coercion for partisan political purposes, no term or condition of employment shall abridge the statutory or constitutional rights of any employee to engage in any legal political activity. Employees are prohibited from using their positions with the City for the purpose of interfering with or illegally affecting the result of an election or a nomination for office.

ARTICLE 2 - DEFINITIONS

As used in this Agreement, the following definitions apply:

Administrative Leave. This leave is granted by the City Manager as either paid or unpaid leave, depending on the circumstances and the needs of the department. Paid administrative leave will not result in the loss of longevity, sick leave, or annual leave. Depending on the circumstances, unpaid leave may result in loss of longevity, sick leave and annual leave accrual. Administrative leave will not be used for discipline.

Anniversary Date. The date on which any employee completes one full year of employment with the City. The anniversary date will remain constant except for certain periods of unpaid leave or other break in service.

Appointing Authority. The City Manager or other City officials who have authority to appoint individuals to positions in the City Service.

Authorized Position. A position which is funded and allocated to an appropriate class.

Break In Service. Results from a regular employee resigning, retiring, being terminated, dismissed, laid off or going on leave without pay for more than thirty (30) calendar days.

Calendar Year. Twelve month period beginning January 1 and ending December 31.

City. City of Cordova.

City Council. The City Council of the City of Cordova.

City Manager. The Chief Administrative officer and the head of the administrative branch of the City government who is directly responsible to the City Council for the proper administration of all affairs of the City.

Class Specification or Position Description. A written description of a class containing the title of the position, a statement of the nature of work indicating the duties and responsibilities, representative examples of work and general minimum recruiting information.

Classification Plan. The grouping of positions into appropriate classes which are sufficiently similar with respect to duties and descriptive title and defined by class specifications.

Classified Employees. Regular full-time and regular part-time employees.

Date of Hire. The date on which a new employee is placed on the City payroll.

Demotion. The assignment of an employee from a position of one class to a position of another class with a lower pay range.

Discharge or Dismissal. The involuntary termination of an employee from City service for disciplinary reasons.

Disciplinary Action. Imposition of certain personnel actions, e.g. reprimand, warning, suspension, dismissal or demotion as a result of improper conduct or conduct detrimental to the City.

Disciplinary Action Memo. A document on which disciplinary action is documented.

Eligible. A person whose name has been placed on an eligible list of qualified candidates for a position in accordance with recruiting and examining procedures.

Emergency. A critical situation over which an employee has no control. A sudden, unexpected occurrence demanding immediate action. May be life threatening.

Examination. All tests that are applied to determine eligibility of applicants for positions in any class in the City service.

FMLA. Family Medical Leave Act.

Fringe Benefits. Any employment benefits not required by law (FICA, ESC) such as health insurance, paid holidays, vacation, sick leave, etc.

Immediate Family. Unless otherwise specified by a particular provision of this Agreement, immediate family means persons related to an employee by blood or marriage, or legal adoption as follows: Spouse, Father, Mother, Grandfather, Grandmother, Brother, Sister, Son, Daughter, Father-in-Law, Mother-in-Law, Grandfather-in-Law, Grandmother-in-Law, Brother-in-Law, Sister-in-Law, Son-in-Law, Daughter-in-Law, Step-Parents and Step-Children; and any persons for whose financial or physical care the employee is principally responsible.

Layoff. The involuntary cessation of employment because of lack of work, lack of funds or abolishment of a position.

Leave of Absence. Time off from work for reasons within the scope and purpose of this Agreement upon prior approval of the employee's supervisor, Department Head or City Manager.

Leave Without Pay. A break in service not covered by annual or sick leave for which an employee is not paid.

Length of Service Date. The date of original hire to City service except adjusted by leave without pay and time not worked between separation and reinstatement, or reappointment. This date is used for annual and sick leave accrual, retirement benefits and longevity.

Open Competitive Examination. An examination which permits the competition for a class of position, and is not restricted to persons currently employed in the City service.

Pay Plan. The schedule of pay ranges and rates for all classes of positions in the City service, fringe benefits and appropriate rules and regulations.

Pay Range. The minimum, standard and variable, intermediate and maximum rates of pay established for each class of position.

Pay Rate. The specific dollar amount within a pay range paid to an employee for a class of work performed. Does not include overtime, longevity, lead worker or other financial benefits.

Performance Evaluation Report. A document on which employee performance is evaluated.

Personnel Action. Any action taken with reference to appointment, compensation, promotion, transfer, layoff, dismissal or other action affecting the status of employment.

Police Standards Act. The Police Standards Act of July 7, 1972, as amended.

Position Description. A document, prescribed by the City Manager, which supervisors or employees elaborate on the duties and responsibilities of an existing or proposed position.

Probationary Employee. An employee who is serving a probationary period and is employed in either a regular full-time or regular part-time position.

Probationary Period. A working test period which is part of the examination process when an employee demonstrates fitness and ability to perform the work of the position.

Promotion. A change in status of a regular employee from a position of one class to another class, with a higher maximum rate of pay.

Reallocation or Reclassification. A change in classification of a position by raising it to a higher class, reducing it to a lower class, or changing it to another class at the same level.

Regular Employees. Those employees who are employed as full-time or part-time who have successfully completed their original probationary period in a classified position. Regular employees are covered by this Agreement.

Part-Time Employee. Employees who are employed in positions where the work involved will total less than thirty (30) hours per week on a continuous basis. Part-time employees scheduled to work fifteen (15) hours but less than thirty (30) hours a week are entitled to the benefits available to regular full-time employees. Benefits which are related to hours worked, such as annual leave, holiday pay, and similar benefits accrue on a prorated basis of actual hours worked to regular hours, defined at a rate of forty (40) hours per week.

Full-Time Employee. Employees who are employed for thirty (30) or more hours per week on a continuous basis.

Reinstatements. The return of an employee to a position of the same class previously occupied after layoff, military leave or at any time after successful appeal of a suspension, demotion or termination.

Resignation. A voluntary act by an employee of terminating employment in the City service.

Separation. The removal of an employee from the payroll for either voluntary or involuntary reasons, to include dismissal, resignation, layoff, retirement or death.

Suspension. An enforced unpaid leave of absence for disciplinary reasons or pending investigation of charges made against an employee.

Temporary Assignment. The temporary or acting assignment of an employee to perform the duties and responsibilities of a position other than the position regularly assigned.

Temporary Employee. An employee who has been appointed for a specific limited period which does not exceed six (6) months or 1,040 regular hours of employment in any given calendar year. A temporary employee is not eligible for employee benefits.

Termination. The cessation of employment with the City.

Transfer. The movement of an employee from one position to another in the same or comparable class within the City service.

ARTICLE 3 – RECOGNITION

Section 3.1.

The City recognizes the IBEW as the sole and exclusive collective bargaining representative of the employees of the City who are employed in a classification set forth in Appendix A to this Agreement.

Section 3.2.

In addition, subject to past practice and to positions sharing similarities, this bargaining unit shall include employees in new job classifications created after the effective date of this Agreement, excluding confidential or managerial employees (statutory supervisors), and temporary employees. The Union will be notified of all new positions and Appendix A will be updated after said notification.

ARTICLE 4 - UNION MEMBERSHIP AND DUES

Section 4.1. Membership in the Union

- A.** All employees covered under the terms of this Agreement who are not already Union members may make application to join the Union as a full member or become an agency fee payer.
- B.** The City will notify the Business Representative or shop steward of all new hires covered by the CBA. The Business Representative or shop steward will then be allowed to meet with all newly hired bargaining unit employees immediately following any meeting for the purpose of completing new employee orientation and paperwork. This meeting is without charge to the pay or leave time of the employees, for a minimum of 60 minutes. In the event a Business Representative or shop steward is not available at the time of the new employee orientations, they will, within 7 calendar days from the date of hire, be afforded the same opportunity.
- C.** Questions regarding Union membership and dues payments will be directed to the Union.
- D.** The Employer agrees that it will not disclose home addresses, personal telephone number(s), personal cell phone number(s), or personal e-mail address(es) of any employees for the purpose of undermining the Union.
- E.** Nothing in this Agreement prohibits the Union from charging a nonmember for the cost of a grievance and/or arbitration filed at the request of the nonmember.

Section 4.2. Payments

The payment of union dues or the equivalent service fees shall commence with the first payday of the month following the City's receipt of the Union's check off authorization form.

Section 4.3. Payroll Deductions

In accordance with AS 23.40.220, upon receipt by the City of the check off authorization form, dated and executed by the employee, which includes the employee's social security number, the City shall each pay period deduct from the employee's wages the amount of the Union dues and assessments or fees owed for that pay period. The City will forward the monies so deducted to the Union together with a list of employees from whose wages such monies were deducted on or before the 15th day of the following month. The City shall deduct from an employee's wages only that amount which the Union has certified in writing is the amount of semimonthly dues or fees.

Section 4.4. Direct Payments

If, for any pay period in which the Employer is obligated to make deductions pursuant to this Article, the wages owed an employee after mandatory deductions are less than the authorized dues or fees to be deducted pursuant to this Article, the City shall make no deduction from the wages owed the employee for that pay period. Payment of dues or fees for that period shall be made by the employee directly to the Union.

Section 4.5. Notice of Increase or Decrease

The Union Business Manager shall notify the City Manager in writing of any increase or decrease in authorized dues or assessments at least thirty (30) days prior to the effective date of the rate change.

Section 4.6. Security of Information

The Union specifically agrees that all information shall be used only for purposes related to the execution of the Agreement, that the Union shall be responsible for the protection and security of the information provided, and that the Union shall assume liability which may result from any improper disclosure or use by the Union of information provided.

Section 4.7. Responsibility to Unit

The Union recognizes its responsibility to inform all members of the bargaining unit of the rights, responsibilities and benefits which attach to Union membership as well as the option of making a service fee payment instead of dues as provided for at AS 23.40.110(b)(2). The Union also recognizes that it owes the same responsibilities to all members of the bargaining unit regardless of which option is selected.

Section 4.8. Failure to Satisfy Financial Obligations to the Union

The City of Cordova recognizes the Union reserves the right to discipline its members for any violations of Union laws, rules or agreements and to collect dues, fees, assessments, or equivalents, which are owed to it by a City employee.

Section 4.9. Defense and Indemnity

The Union hereby agrees to defend and indemnify and hold the City harmless from any and all claims that are made against the City for or on account of any dues or service fee deductions withheld from earnings. The City and Union will cooperate to rectify any errors in deductions.

Section 4.10. Rights of Non-Association

In accordance with AS 23.40.225 the City and the Union agree to safeguard the rights of non-association of employees having bona fide religious convictions based upon tenets or teachings of a church or religious body of which an employee is a member. Upon submission of proper proof of religious conviction to the Alaska Labor Relations Agency, the Agency shall declare the employee exempt from becoming a member of a labor

organization or employee association. The employee shall pay an amount of money equivalent to regular union dues to the Union through payroll deduction by the City. The Union shall contribute an equivalent amount of money to a charity of its choice not affiliated with a religious, labor or employee organization. The Union shall submit proof of such contribution to the Labor Relations Agency and the City.

Section 4.11. Union and Employee Responsibility

The Union, the City and employees agree that this Agreement is binding on each and every employee in the bargaining unit and that all bargaining unit employees, individually and collectively, accept full responsibility for carrying out all the provisions of this Agreement. The parties agree that they will actively dissuade excessive absenteeism, sexual harassment, and other practices which may hamper the City's operation and that the Union and employees will support the City's efforts to eliminate waste and inefficiency, to improve the quality of work and to promote harmonious relations between the City, the Union and employees. The parties agree to make every effort to see that bargaining unit employees working under this Agreement obey all rules, instructions, and regulations prescribed by the City which are not inconsistent with the terms of this Agreement.

Section 4.12. Union Representatives and Activities

Sec. 4.12.1 Shop Stewards

One working steward will be appointed by the Union for the following departments:

- Water, Sewer, Refuse, Public Works
- Library, City Hall, Clerical, Bidarki, Pool, Museum
- Police
- Harbor

Sec. 4.12.2 Identification of and General Duties

If a Shop Steward cannot be on the job, he/she may appoint a temporary steward for the time he/she is not available. The Union shall promptly notify the City of the names of the shop stewards and shall notify the City whenever changes occur, and each Steward shall notify the City of temporary stewards. The Shop Steward will make every effort, in cooperation with the City Manager or his duly authorized representative, to correct violations or infractions of this Agreement. The duly authorized Shop Steward shall confine their union duties to scheduled breaks and off duty time.

Sec. 4.12.3 Issues of Compensation for Time and Discipline of Stewards

The City shall have no obligation to compensate union stewards for time spent handling grievances or disputes under this Agreement during scheduled work time unless the City requests the Steward's presence at a meeting or unless a bargaining unit employee requests the Steward's presence at a meeting called by City representatives where the employee has been informed, or has reason to believe, that disciplinary action against the employee could result. The City will notify the Union either prior to, upon, or reasonably soon after the termination of a Shop Steward.

Sec. 4.12.4 Non-Employee Representatives

The Union Business Representatives shall be authorized to speak for the Union in all matters governed by this Agreement. The Union shall provide to the City a list of all such authorized Business Representatives. These representatives shall be permitted, upon advance notice to the City, to visit work areas covered by this Agreement so

long as such visits do not disrupt the work or employees doing the work. Such visits must be held in areas mutually agreed to by the parties.

Sec. 4.12.5 Non-Interference With Work

The Employee and Non-Employee Representative shall handle complaints and grievances under this Agreement with the proper City representative so as to minimize interference with the performance of work.

Section 4.13. Union Bulletin Boards

The Union may have as many as seven (7) bulletin boards placed at various non-public locations on City property mutually agreed to by the City Manager and the Union. The bulletin boards shall be no larger than four (4) square feet. The cost of the bulletin boards shall be paid by the Union. The shop steward(s) shall be the only person(s) authorized to post items on a union bulletin board and the bulletin boards shall be used only for official union business. No personal, local, state or federal political matters shall be placed on any union bulletin board at any time. If the rules pertaining to bulletin boards set forth in this section 4.6 are violated, the bulletin board(s) involved may be removed by the City provided, however, any disputes will be resolved through the grievance procedure.

ARTICLE 5 - POLICE STANDARDS ACT

In addition to the provisions of this Agreement, the Police Standards Act, AS 18.65.130-.320, as amended, and regulations adopted by the Police Standards Council, shall apply to applicable personnel in the Department of Public Safety.

ARTICLE 6 - MANAGEMENT RIGHTS

Section 6.1. Management's Authority

The City shall remain vested with all management authority and rights unless specifically restricted by an express provision of this Agreement, including, but not limited to this listing of management rights, which is not all-inclusive:

- A.** the right to direct the workforce;
- B.** the full and exclusive right to hire, promote, demote, discharge, discipline and lay off employees;
- C.** to promulgate rules and regulations governing the conduct of employees and to require their observance;
- D.** to make all provisional, temporary, regular, part-time, and full-time job assignments;
- E.** to control the use of vacations and other time off so as not to jeopardize the functions of the Employer;
- F.** to establish and direct the locations and methods of work, job assignments and work schedules;
- G.** to subcontract work;
- H.** to close down, relocate, expand, reduce, alter, transfer or cease any job, department, operation or facility;
- I.** to decide, determine and designate all occupational classifications it has to offer employees, including the right to establish, reclassify and abolish positions;
- J.** to determine job content, duties and responsibilities;
- K.** to maintain order and efficiency;

- L.** to determine the work day and work week, with two week advance notice, however, in the event of an emergency, scheduling will be allowed without advance notice;
- M.** to accomplish the reduction of the work force for efficiency purposes;
- N.** to control, direct and supervise all equipment and employees subject to the terms of this Agreement; and
- O.** to determine the nature, type, location and duration of services to be performed under this Agreement.

Sec. 6.1.1 Listing of Rights – PERA

The City reserves all rights granted to it by the Alaska Public Employment Relations Act unless expressly waived or modified by the terms of this Agreement. All of the functions, rights, powers and authority of the City not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the City. The City's failure to exercise a management right does not preclude the City from exercising it at some time in the future.

Sec. 6.1.2 Retention of Rights

It is understood the City retains all rights and authority to operate and direct employees of the City as exercised by the City prior to execution of this Agreement unless such right or authority has been expressly modified by the terms of this Agreement.

Section 6.2. Exemption to Work Stoppage

The Union recognizes that the continuity of certain work is imperative to the public service mission of the City, and in the event of an emergency such as inclement weather, natural disasters, work stoppage, or other unforeseen circumstances, management and all other personnel, including but not limited to law enforcement personnel, guards, firefighters and other protectors of public safety and health, shall be permitted to perform their respective functions.

Section 6.3. Subcontracting

While the City reserves the right to assign or subcontract work to independent contractors, the City agrees it shall not exercise that right where doing so results in the layoff of any regular bargaining unit employee without first giving the Union notice of the proposed action and a reasonable opportunity to meet and confer regarding same. A period of thirty (30) days following notice shall be considered a reasonable time to meet and confer regarding the proposed action. Upon request, the City shall share with the Union the information on which the proposed action is based, and will give due consideration to any such information the Union brings to its attention. If the parties do not agree upon a different course of action within thirty (30) days, or within a mutually agreed extension of that period, the City may proceed with its action.

Section 6.4. Video Security Cameras

The City has the right to install video security cameras on City premises and in office facilities for the express purpose of employee, public, and building security as well as dissuading theft. Video cameras may be installed in locations as required for the purpose of providing video coverage of point of entries at City premises. All cameras will be positioned to provide the maximum coverage of doors and hallways with the fewest number of cameras possible and will not be specifically pointed at any represented employee's workstations. There shall be no audio recordings associated with any videos

taken, and videos must be purged every 30 days, unless there is an event that requires images to be retained for a longer period of time.

ARTICLE 7 - EMPLOYEE RESPONSIBILITY

Section 7.1. Presentation of the Agreement

Employees of the City shall be presented with a copy of this Agreement and shall take the responsibility to read it.

Section 7.2. Safe Work Environment, Work Rules

Every employee has the primary responsibility of insuring his own safety as well as that of fellow employees, citizens and the assets of the City. All employees are expected to act responsibly concerning their personal safety and wellbeing, as well as that of their fellow employees. All personnel are expected to use good judgment in performing their jobs when personal safety or safety of others must be considered. If procedures or rules have been developed for a specific task or activity, they will be followed unless superseded by another procedure, rule, statute, code or regulation. Accidents caused by careless behavior or poor judgment on the part of an employee will be taken into account during the employee's performance review.

ARTICLE 8 - RECRUITMENT

Section 8.1. Types of Job Classifications

All employees of the City are designated as either temporary, probationary, regular, project employees or volunteers. Temporary, project employees and volunteers are not covered by this Agreement.

Sec. 8.1.1 Regular Employee

Regular employees are those employees who have successfully completed their original probationary period and are employed full- or part-time in a classified position.

Sec. 8.1.2 Probationary Employee

- A.** One who has been hired for a classified position but who has completed less than six (6) months continuous service (or a longer period when required by state or federal certification standards or when the probationary period is extended by the City).
- B.** All police officers must serve a twelve (12) month probationary period (or longer when required for state or federal certification or when the probationary period is extended by the City).
- C.** Probationary employees may be disciplined or dismissed at any time during the probationary period in the sole discretion of the City. During the initial probationary period, the employee serves "at will" and may be dismissed at any time for any reason at the City's sole discretion.
- D.** Fringe benefits and seniority shall accrue during the probationary period. The probationary period may be extended by mutual agreement of the City and Union.

Sec. 8.1.3 Temporary Employee

A temporary employee is hired for a position with duration of up to six (6) months. Temporary employees are not covered by this Agreement.

Sec. 8.1.4 Classification Transfer – Temporary Employee

Any person hired as a temporary employee may, at the discretion of the City, be transferred to probationary status, after the City has afforded bargaining unit employees the opportunity to bid for the vacancy as specified in Sec. 8.3.1 and Section 8.9 of this Agreement.

Sec. 8.1.5 Exceptions to Classification and Terms

- A.** Project employees are not bargaining unit employees but persons hired through state or federal funding to perform a specific function over a designated funding period. Such individuals' compensation, hours, benefits and terms of employment are governed by policies of the funding agency. Project employees are not covered by this Agreement.
- B.** Volunteers are not employees but persons who give their services without compensation or benefits to assist a department or function of the City. Volunteers are not covered by this Agreement.

Section 8.2. Recruitment

The City Manager and/or his/her representative shall develop and conduct an active recruitment program designed to meet current and projected personnel needs. Recruitment will be tailored to the various classes of positions to be filled and may be directed to any sources the City believes likely to yield qualified candidates. However, local hire should be given a preference.

Section 8.3. Job Announcements and Publicity

In order to ensure an adequate number of candidates for present or anticipated vacancies not filled by the recall from layoff and to permit successful competition with other employees, the City Manager will issue job announcements and otherwise publicize vacancies through such media which will include, but not be limited to, the local public media. All job announcements shall be clear and readable. They shall include the job title, salary range, job qualification requirements, examination information including the time, place and manner of completing applications, and other pertinent information.

Sec. 8.3.1 Regular Positions - Published and Posted

Publicity for all full-time and part-time job vacancies shall be conducted for a sufficient period of time in the same manner to ensure reasonable opportunity for persons to apply and be considered for employment. When a job vacancy exists for a full-time or part-time position, written notice shall be posted in house and simultaneously advertised to the public for applicants, including notice to the Union's offices, for ten (10) working days. Applications received from full and part-time employees during the first five (5) working days of the ten (10) day advertisement period shall be exclusively considered prior to other applicants. If the vacancy is not filled by a full-time or part-time city employee the City shall next refer to applicants from the employee lay off list who have previously held the vacant position or other regular employees who may have applied after the first five (5) working days. Next, other qualified applicants from the layoff list will be considered. If no regular employee or an employee on the layoff list is deemed qualified by the City it may hire as it deems appropriate. Upon mutual agreement, the City and Union may waive the posting requirements when the City and Union agree there are no potential bidders.

Sec. 8.3.2 Bid Restrictions

Employees who have not completed their initial probationary period with the City may submit an application for a vacant job or position, but will not be provided preferential

consideration afforded to regular employees and/or applicants from the layoff list as described in Section 8.3.1.

Section 8.4. Employment Application

Applications for employment shall be made on forms and received in a manner prescribed by the City Manager. Such forms may require background information to include training, experience and other pertinent information. All applications must be signed and dated by the applicant. The City Manager or his designee may require proof of any statements on the application. Any individual who falsifies or makes misleading statements on any application or as part of the application process and is hired is subject to appropriate discipline within a reasonable period of time of the City learning of such falsification or misleading statement.

Section 8.5. Rejection of Internal Applicants

If an application is rejected, notice of such rejection shall be sent in writing to the applicant.

Section 8.6. Selection Devices

The City Manager shall be responsible for determining the selection device or devices to be used to obtain the best qualified candidates for each class of positions.

Section 8.7. Security

Selection material shall be known only to the City Manager and to other individuals designated by the City Manager. Precautions shall be exercised by persons participating in the development and maintenance of selection materials to maintain the integrity and security of such materials.

Section 8.8. Open Competitive Selection

Job vacancies not filled by promotion or reassignment shall be filled as specified in this Agreement, and if none are specified, then as determined by the City Manager. The City Manager shall provide for the holding of open competitive selection procedures as often as necessary to meet current or anticipated manpower needs.

Section 8.9. Promotional Selection

Promotional selection shall be open to employees covered by this Agreement who meet the prescribed minimum qualifications for the position as determined by the City. Open positions for promotional consideration shall be posted in house for seven (7) calendar days in all departments. After seven (7) calendar days, the Department head may select a candidate(s). If a bargaining unit employee is not selected for the opening, the City may hire from any other sources using the same criteria.

ARTICLE 9 - APPOINTMENTS AND PROMOTION

Section 9.1. Probationary Periods

All regular full-time and regular part-time appointments are subject to a probationary period as specified in Sec. 8.1.2 of this Agreement.

Sec. 9.1.1 Promoted Probationary Period

All promoted employees, with the exception of Police Officer Candidates, are subject to a probationary period of six (6) months from the date of promotion to afford the City and the employee the opportunity to determine if the employee can satisfactorily perform the job.

Sec. 9.1.2 Effect of Failure to Complete

If the promoted employee does not perform satisfactorily, the City shall have the right to return the employee to the position the employee held prior to the promotion, provided there is an opening, or any other position that the employee is qualified for, provided there is an opening. If there is no opening, the employee will be placed on lay off status with preferential rehire rights which shall expire three hundred sixty-five (365) days from the date of layoff. When it becomes clear that an employee serving a promotional probationary period is not performing adequately, he or she shall be so informed in writing with a copy to the City Manager. All promoted probationary employees shall be evaluated in accordance with Section 12.2.

Sec. 9.1.3 Probationary Reinstated Employee

At the discretion of the City, an employee reinstated within one (1) year of termination may not be required to serve a probationary period unless rehired into a different class than previously served or previous probationary period was not completed.

Section 9.2. Temporary Appointments

Temporary employees may be appointed as deemed necessary by the City. Temporary appointments are for short term periods, not to exceed six (6) months or 1,040 regular hours of employment in any given calendar year. A temporary appointment shall be for a specific length of time with the ending date of the appointment to be recorded in the employee's personnel file on the date of hire. A temporary employee may, at the discretion of the City, be transferred to probationary status in accordance with Sec. 8.1.4 Classification Transfer. In accordance with Sec. 8.1.3, temporary employees are not covered by this Agreement.

Section 9.3. Emergency Appointments

The City may also make emergency appointments not to exceed thirty (30) calendar days without recourse to usual procedures. Such appointments shall be made in case of an unforeseen emergency, when necessary to prevent impairment of City services or when required to protect or serve the public. Emergency appointments are not covered by any of the provisions of this Agreement.

Section 9.4. Change of Status

When an employee's status changes from one category to another the employee will be given a copy of the status change by the Department Head. A dated copy of this written notification will then be placed in the employee's personnel file.

ARTICLE 10 - CLASSIFICATION PLAN

Section 10.1. Classification Plan

The classification plan is the grouping of positions into appropriate classes which are sufficiently similar with respect to duties and responsibilities. Each class in the classification plan shall be designated by a descriptive title and defined by a class specification. The classification plan is established by resolution of the Council and periodically updated as necessity dictates or as required.

Section 10.2. Class Specification

Class specifications are written descriptions of positions of each class included in the classification plan. Specifications shall include a class title, a general statement of duties and responsibilities, typical examples of duties performed and minimum qualification

requirements for entrance into a class. Special requirements, where appropriate, such as required licenses or certifications, may also be included.

Section 10.3. Purpose of Classification Plan

The classification plan is an administrative tool that provides a system of standardized titles and common job language and aids the effective administration of personnel activities such as:

- Personnel Planning and Budgeting.
- Establishing Job Performance Standards.
- Establishing Fair and Equitable Pay.
- Developing Valid Selection and Recruitment Programs.

Sec. 10.3.1 Allocation of Positions

The City Manager shall analyze and evaluate the duties, responsibilities and qualifications required of each position in the classified service and then allocate each position to the appropriate group in Appendix A. Appendix A will be updated to reflect any changes and the Union will be notified of said changes. Any employee who believes the allocation of their position to be incorrect may request a review by the City Manager. If still dissatisfied after the City Manager's decision is rendered, the employee may appeal under the grievance procedure.

Sec. 10.3.2 Classification and Compensation

Position Classifications are grouped based on similarities in responsibility, specific tasks, scope, complexity, required qualifications and credentials (Appendix A). Classification groups are used to establish fair and equitable pay among positions and assign each class to the appropriate level in the wage appendix (Appendix B). Should a classification be moved to a lower-compensated group (Appendix A) only new employees will be hired at the lower group rate of pay. All current employees in the affected classification will be grandfathered and continue to receive step increases based on the grandfathered compensation group rate of pay.

Section 10.4. Establish, Change or Abolish Job Classification and Class Specification

The City shall have sole and exclusive authority to establish, decide, determine, and designate all occupational classifications it has to offer employees, including the right to establish new classifications and class specifications, reclassify, change, consolidate or abolish existing classifications and class specifications at any time, and to determine job content, duties and responsibilities. In developing the classification plan, the City Manager shall consult the department heads, key staff, employees and other technical resources as appropriate. Upon request, the City will meet and confer with the Business Representative regarding such matters.

Sec. 10.4.1 New Class and Rates

The City may establish new classifications and specifications and rates for classifications and specifications. The City shall notify the Business Representative when any new classification or class specification is established and assigned to a group not listed on the wage schedule (Appendix B). In the event the Business Representative, within five (5) calendar days thereafter, notifies the City in writing that they disagree with said rate, the matter shall be subject to negotiations between the parties. The rate shall be effective as of the first date employees were assigned to the classification.

Sec. 10.4.2 Arbitrator's Authority

An arbitrator shall have no authority to establish, modify or eliminate any classification or specification and shall have no authority to establish, modify or eliminate any wage

rate for a classification. The authority of an arbitrator with regard to classifications and specifications is limited to determining whether the City satisfied its obligation to provide the Union with the notice specified above when a new classification or specification is created and for determining an appropriate reminder for any such failure not inconsistent with the terms of this Agreement.

Section 10.5. Job Descriptions

Job descriptions issued by the City shall be considered only as descriptive guidelines and not as inclusive of each and every duty of a position.

Section 10.6. Duties of Employees

An employee may be required by the City to perform any of the duties described in his job description, any other duties which are of similar kind and quality and any duties of lower classes in the same occupational series or in other series which have similar characteristics.

Section 10.7. Qualifications Statements

The qualification statements in each job description establish requirements that must be met by an individual before consideration for appointment or promotion to a position. Common alternative combinations of education, training or experience are specified in the job description. However, other combinations may be qualifying, if deemed equivalent, by the City. Personal suitability qualifications commonly required by an employee occupying a position in any class, such as good character, loyalty, honesty, demeanor, industry, amenability to supervision, and willingness to cooperate with others shall be qualifications required for each position, even though such traits may not be specifically mentioned in the descriptions.

Section 10.8. Reorganization of Department

The City shall have sole and exclusive authority to establish, decide, determine and designate all departments, including the right to establish new departments, reclassify, change, consolidate or abolish departments at any time.

Section 10.9. Effective Date of Classification Change

Classification actions shall be effective on the first day of the pay period following a classification determination.

Section 10.10. Status of Incumbents in Reclassified Positions

In all cases of reclassifications, the employee in the position shall be entitled to examine and compete for the reclassified position. If the incumbent is ineligible to continue in the position and is not transferred, promoted or demoted, the provisions of this Agreement regarding separation shall apply.

ARTICLE 11 - EMPLOYEE DEVELOPMENT AND SAFETY PROGRAM

Section 11.1. Purpose of Employee Development Program

The purpose of the employee development program shall be to foster and promote the training and development of employees in order to:

- Improve the quality of services rendered by the City.
- Equip employees for career advancement within the City service.
- Provide a reservoir of occupational skills necessary to meet current and future employment needs.

Section 11.2. Development and Administration

The City shall have responsibility for the development, administration and coordination of the employee development program.

Section 11.3. Employee Safety

- A.** All parties acknowledge and agree that employee safety and safety to the community must be a priority in the conduct of work and performance of services by employees and the City. Employees agree to abide by safe working practices and to execute their work in a safe and proper manner. Employees further agree to abide by safety rules adopted by the City.
- B.** The City acknowledges its obligations under the Occupational Health and Safety Act of 1970 ("Act") to furnish employees with employment and working conditions free from recognized hazards that are causing or likely to cause death or serious physical harm and agrees to comply with applicable occupational safety and health standards promulgated under this act.
- C.** The employees similarly acknowledge their responsibility under this Act to comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
- D.** There shall be a formal safety meeting held once per month for all employees, not to exceed one (1) hour.
- E.** The City shall furnish such safety devices and first-aid kits as may be needed for the safety and proper emergency medical treatment of the employees.
- F.** The City will conduct annual First Aid and CPR Training for all employees to be scheduled during normal working hours.
- G.** When any work is being done in a manhole, there shall be a man stationed at the street level as a safety measure when working conditions warrant. When any work is being done in a manhole, all employees will have appropriate confined space training per OSHA regulations.
- H.** When it is necessary to impound a vehicle, two employees will be dispatched for each impound. If an arrest is associated with the impound, a police officer will also attend.
- I.** When required to use a man-lift (man-basket) in traffic areas, there will be one man on the ground for traffic and pedestrian management.
- J.** The City will provide appropriate respiratory protective face masks and a respiratory plan per OSHA regulations.
- K.** Public Safety Officers will be provided the appropriate protective gear. The City will review recommendations, specific to law enforcement, made by the Joint Safety Committee. The City will provide a written response to the Committee on each recommendation.
- L.** The City agrees to provide adequate toilet and washroom facilities for all employees covered by this Agreement.
- M.** In cold or inclement weather, the City will provide appropriate access to either a heated truck cab or other heated area as necessary.
- N.** No employee shall be required to perform work in an unsafe fashion or in unsafe working conditions.
- O.** The Union agrees to cooperate with the City by encouraging and holding Employees accountable to observe and comply with applicable safety laws, regulations, and workplace rules. All ladders and other tools and

equipment/vehicles provided by the City must be kept in good repair and inspected twice per year.

Section 11.4. Joint Safety Committee

- A.** A Joint Safety Committee, composed of equal representatives from the City and the employees, shall be created to inspect all tools and equipment, review safety programs and training, and enforce safety practices. The City Manager, or their designee, will provide input and resources to the Joint Safety Committee and will be responsible for facilitating regular meetings of the Committee.
- B.** Any rolling stock may be red tagged if at least one (1) designated City representative and designated Union representative agree the equipment is dangerous for immediate use and requires repair prior to any further use.
- C.** All job accidents, safety violation certifications or other unsafe work practices shall be reported to the Joint Safety Committee which will take appropriate remedial action such as requiring Safety Awareness training classes or other action.
- D.** There shall be periodic meetings held [not less than three (3) hours per quarter] for administration of training, safety instruction, or first-aid familiarization, and all employees shall be required to participate. If a safety meeting has to be rescheduled due to operational requirements, it shall be scheduled to guarantee the employees meet the minimum quarterly training.

ARTICLE 12 - PERFORMANCE EVALUATION

Section 12.1. Administration

The City shall have sole and exclusive authority for overall administration of the employee performance evaluation program. The City shall advise and assist employee rating officers to assure that performance evaluation procedures are handled in accordance with the provisions stated in this article.

Section 12.2. Purpose of Employee Performance Evaluation Program

The primary purpose of the employee performance evaluation program is to inform employees how well they are performing and to offer constructive criticism on how they can improve their work performance. Constructive criticism will be detailed and well documented. Performance evaluation may also be considered in decisions affecting promotions, demotions, dismissals, order of layoff, order of reemployment, placement and training needs. Accident free performance is considered to be a reasonable expectation for all City employees. Accidents caused by careless behavior or poor judgment on the part of an employee may be taken into account during the employee's performance review depending on the severity of the accident.

Section 12.3. Periods of Evaluation

Formal performance evaluations shall be in writing with one copy given to the employee and one copy to be placed in the employee's personnel file. At minimum each employee shall be evaluated at least once per year, with a minimum of thirty (30) days prior to their anniversary date or no more than 30 days afterwards.

Section 12.4. Performance Evaluations

The rating officer shall be the employee's Department Head. The rating officer shall be responsible for completing a performance evaluation report at the time prescribed for

each employee under his/her supervision. Performance evaluations are subject to review by the City Manager.

Section 12.5. Review of Performance Report

The rating officer shall discuss the performance evaluation report with the employee before the report is made part of the employee's permanent record.

Section 12.6. Unsatisfactory Evaluation

Employees who receive a less than satisfactory rating, as determined by the City Manager, on their annual evaluation may be subject to performance coaching or progressive discipline.

Section 12.7. Review of Performance Evaluation with Employee

The Department Head shall prepare the performance evaluation report and discuss it privately with the employee to whom it pertains. The employee may comment on the content of the performance evaluation report and such written comments shall be attached to the report.

Section 12.8. Distribution of Reports

Upon completion of department review, the Department Head shall furnish the employee with a copy of the performance evaluation report. The original shall be filed in the employee's central personnel file.

Section 12.9. Effect of an Evaluation

The substance of a performance evaluation report shall be determined solely by the City. The authority of an arbitrator with regard to performance evaluation reports is limited to determining whether the City satisfied its obligation to permit an employee to attach his written comments to the report and for determining an appropriate remedy for any such failure which is not inconsistent with the terms of this Agreement.

Section 12.10. Special Merit Awards

The City may, upon recommendations of a Department Head, grant at any time a lump sum award or a one (1) step increase to an employee in recognition of (1) outstanding service, (2) special acts of accomplishment, or (3) special recognition. The amount of the award shall not exceed five percent (5%) of the employee's annual salary.

ARTICLE 13 - DISCIPLINARY ACTION AND SEPARATION FROM EMPLOYMENT

Section 13.1. Discipline

The City may discipline and/or discharge employees for just cause. Bargaining unit employees may have a shop steward present at disciplinary or investigatory meetings where the employee has been informed or has reason to believe that disciplinary action could result. The employee is required to notify the employer of his/her request to have a shop steward present. Whenever an employee receives progressive discipline of any nature from the supervisor, the employee may elect to respond in writing. A copy of the Employer's action and the employee's written response will be placed in the employee's personnel file.

Sec. 13.1.1 Progressive Discipline

With respect to employees who have acquired regular status, progressive discipline shall be followed. As part of any progressive discipline, the City will provide written documentation of any expected corrective action. The City is not required to follow

progressive steps of discipline for serious violations of work rules. Department Heads and supervisors should always be aware of the continuing need for informal counseling. When informal counseling fails to correct a situation, or when the severity of the inappropriate conduct warrants, any of the following forms of discipline may be imposed at any time so long as such discipline is supported by just cause:

- Oral reprimand;
- Written reprimand;
- Suspension without pay;
- Demotion; or
- Dismissal.

Section 13.2. Suspension Without Pay

An employee may be suspended without pay for just cause.

Sec. 13.2.1 Temporary Suspension of Step Pay Increases

If supported by just cause, the City may temporarily suspend step pay increases, not to exceed 90 days, in lieu of or in addition to imposed discipline other than oral or written reprimands.

Section 13.3. Demotion for Disciplinary Reasons

The City may demote an employee for disciplinary reasons for just cause.

Section 13.4. Demotion Without Prejudice

Demotion without prejudice shall not be considered a punitive action. The City may demote an employee without prejudice for any of the following reasons:

- A.** Inability to perform duties adequately for reasons that are not the fault of the employee such as physical or functional disability (however, the City and the Union agree to comply with all laws such as the Americans with Disabilities Act), lack of necessary qualifications or lack of ability.
- B.** Layoff because of lack of work or funds, or abolition or consolidation of positions. When employees are laid off, the City may consider the advisability of demoting to vacant positions in lower classes for which an employee selected for layoff is qualified.

Section 13.5. Notice of Resignation by Employee

Employees shall give not less than fourteen (14) calendar days written notice of intended resignation to his/her supervisor. All written material required under this section shall become part of the employee's personnel file.

Sec. 13.5.1 Rescind Resignation

An employee, with written concurrence from the City Manager, may withdraw his resignation at any time prior to the effective date. Requests to withdraw resignations shall be in writing.

Sec. 13.5.2 Effective Date of Termination

The effective date of termination pursuant to a written notice of resignation shall be the last day on which the employee works.

Section 13.6. Failure to Give Adequate Notice

Failure to give adequate notice, as required by Section 13.5 shall be noted on the employee's separation personnel documents and may prevent the employee from consideration for future employment.

Section 13.7. Layoffs

The City has the right to lay employees off. Layoffs may occur for any reason outside the employees' control that does not reflect discredit upon the employee. The following list is not exclusive of other reasons:

- A. Abolition or consolidation of a position or shortage of work or funds.
- B. End of a substitute appointment upon return of the incumbent when the substitute's transfer to another position has not been achieved.
- C. Failure of an employee to successfully complete the probationary period following promotion.
- D. Material change in the duties of the position for which the employee lacks the necessary skills, knowledge, aptitude or experience.
- E. Completion of seasonal work for seasonal employees.

Sec. 13.7.1 Layoff Procedures

When it is necessary to reduce the number of employees because of lack of work or funds, consolidation or abolition of positions, the Department Head concerned shall investigate the situation, shall decide which employee(s) shall be laid off and report his/her findings and decision to the City Manager prior to layoff notices. The Department Head may consider all relevant information, including but not limited to the types of activities to be curtailed and the class(es) of position affected. The Department Head may select employee(s) to be laid off.

Sec. 13.7.2 Factors of Layoff Selection

The following factors may be used in the selection of employee(s) to be laid off:

- A. the employee's job responsibilities in relation to the continued, overall efficient operation of the department as determined by the Department Head;
- B. the employee's overall job record and performance; or
- C. merit system principles such as attitude, aptitude and initiative. Consideration will be given to the employee's length of service, skill level and efficiency. Length of service by the employee, while a factor, will not be the controlling factor. Employees laid off without prejudice will be given preferential re-hire status if fully qualified for the position.

Sec. 13.7.3 Notice Requirement

A minimum of thirty (30) days written notice of layoff will be given to the Business Representative and to employees.

Sec. 13.7.4 Reemployment Lists

Regular full-time or regular part-time employees who are involuntarily separated from the City service as a result of layoff or reduction in force shall be placed on a reemployment list for the class they occupied at the time of separation. Names shall be ranked on reemployment lists based on performance, qualifications and length of service with the City, with performance as determined by the City the determining factor. The eligibility of an individual to remain on the reemployment list shall expire three hundred sixty-five (365) days from the date of layoff from the City.

Sec. 13.7.5 Employee Responsibility for Rehire

It is the responsibility of the laid off employee to stay informed of openings for City positions and to keep the City informed of his desire for another City position. The City need not contact the laid off employee to advise him of openings for City positions. If the laid off employee does not accept a position offered to him by the City for which

he is qualified, the preferential rehire right shall terminate. The employee shall have up to seven (7) calendar days to report after accepting a position.

Section 13.8. Dismissal for Disciplinary Reasons

The City may discipline and/or discharge employees for just cause. Bargaining unit employees may have a shop steward present at disciplinary or investigatory meetings where the employee has been informed or has reason to believe that disciplinary action could result. The employee is required to notify the Employer of his/her request to have a shop steward present.

Section 13.9. Dismissal Without Prejudice

The City may dismiss an employee without prejudice for reasons that are not directly the fault of the employee, but which result in unsatisfactory job performance. These reasons shall be documented in writing in the employee's personnel file and may include:

- A.** Lack of necessary knowledge skills, ability, understanding or aptitude.
- B.** Illness or injury that may interfere with successful performance of duties or that may cause so much absence from the job that work is impaired.

Section 13.10. Dismissal Notice or Severance Pay

When an employee is dismissed without prejudice, the employee shall receive two (2) weeks' notice or a maximum of two (2) weeks' severance pay.

Section 13.11. Dismissal During Probation

Employees in probationary status may be terminated at any time at the discretion of the City, without cause, during their probationary period.

Section 13.12. Notice of Discipline or Discharge

The City will notify the Union (either Business Representative or Steward) of all discipline or discharges. If circumstances warrant immediate action and the Business Representative and/or Steward cannot be notified prior to the discipline or discharge, the City will notify the Union within one (1) working day of the discipline.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1. Definition of a Grievance

A grievance is hereby defined as a claimed violation, misinterpretation, inequitable application or noncompliance with the provisions set forth in this Agreement.

Section 14.2. Complaints or Discussions

While not considered a grievance as defined herein, employees and/or the Union steward are encouraged to engage in informal discussions with management to settle or prevent problems prior to a formal written grievance being filed.

Section 14.3. Grievance Procedure

Any employee and/or the shop steward having a problem regarding employment shall first discuss the issue with the designated supervisor. This shall be considered Step 1 of the process. If the issue is not resolved, the employee and/or shop steward has the right to present the grievance in accordance with the following procedures.

Sec. 14.3.1 Written Grievance Format

The grievance shall be in writing and include the following:

- * The nature of the grievance and the circumstances out of which it arose, including the date of occurrence or statement that such grievance is continuing and ongoing.

- * The remedy or correction which is requested.
- * The Article(s) or Section(s) of the Agreement relied upon or alleged to have been violated.
- * The signature(s) of the grievant(s) and/or the Union Shop Steward.
- * The date the grievance was submitted to management.

Sec. 14.3.2 Step 2 – Written Grievance and Filing

All written grievances shall be presented to the City Manager or his/her designee as soon as practicable after the occurrence upon which the grievance is based, but in no event later than five (5) working days of receiving notice of the discharge if the grievance is a termination grievance, or ten (10) working days of receiving notice of discipline if the grievance arises from other causes. Failure to submit the written grievance within such periods shall constitute a bar to further action thereon. All grievances from suspensions of more than three (3) days, and termination shall be initiated with the City Manager at Step 4 of the grievance procedure.

Sec. 14.3.3 Step 3 – Meet and Discuss, Response, Steward and Management

- A. Within five (5) working days after written presentation of an alleged grievance, the affected employee or employees shall discuss the written grievance with the designated management representative(s) for the work function to which the employee(s) are assigned, in an effort to resolve the dispute or difference. Within five (5) working days of completion of the discussion, the employer will reply in writing to the shop steward.
- B. If the reply is unsatisfactory the grievance may be moved to Step Four, provided written notification of such move is made within five (5) working days following the receipt of the Management's Step Three response.

Sec. 14.3.4 Step 4 - Meet and Discuss, Response, Union and City

Within five (5) working days after receipt of the notice from Step Three, or after receipt by the City Manager of a grievance involving a suspension of more than three (3) days or a termination, the Union Business Representative and the City Manager or his/her designee will meet and discuss the grievance or, in the alternative, discuss the grievance telephonically. The Employer shall respond in writing to the Union Business Representative with a copy sent to the Union Shop Steward within five (5) working days of completion of their meeting or telephonic discussion.

Section 14.4. Arbitration

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration via the City Manager or his/her designee within ten (10) working days from the date of the answer in Step Four. If the grievance is not appealed to arbitration, it shall be considered resolved on the basis of the Step Four answer of the City without prejudice or precedent in the resolution of future grievances.

Sec. 14.4.1 Question relating to Arbitrability

In the interest of time and monetary savings, when the arbitrability of a grievance is questioned, both parties agree that the same arbitrator shall be used to decide both the arbitrability and the grievance issue itself and that said arbitrator shall resolve either prior to or during the first day of the hearing any disputes concerning conducting separate hearings on arbitrability and the substance of the grievance.

Section 14.5. Selection of Arbitrator

If a request for arbitration is tendered, the Union and the Employer will meet or, in the alternative, consult telephonically, within five (5) working days to agree on a mutually acceptable Alaskan arbitrator. If no agreement can be reached, the parties shall select an arbitrator by the striking method from a list of eleven (11) arbitrators supplied by the American Arbitration Association for the purposes of that dispute. The arbitrator will be selected within five (5) working days of the receipt of the list. The order for striking shall be determined by a toss of the coin. The union representative shall call out his choice. Arbitration shall commence as soon as possible following the selection of the arbitrator.

Section 14.6. Authority of the Arbitrator

The authority of the arbitrator shall be to consider only the particular issue or issues presented to him in writing which has been processed through the grievance procedure. He shall have the power to interpret the terms of the agreement, but his decision shall be based solely on the terms of the agreement. The arbitrator shall have no authority to add to, delete from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the consent of the parties. The written award of the arbitrator of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the City.

Section 14.7. Fees and Expenses of Arbitration

The arbitrator's expenses shall be borne entirely by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such fees shall be borne equally by the Employer and the Union. Each party shall bear its own arbitration expenses.

Section 14.8. Extension of Time Frames

Time frames for the grievance/arbitration process may be extended only by mutual agreement of the parties.

Section 14.9. Sole and Exclusive Nature of Grievance Procedure

The grievance procedures of this Agreement are the sole and exclusive remedies of the employees of the City of Cordova alleging violations of this Agreement, except for a violation that also constitutes a violation of state or federal law. Unless there is an independent statutory basis for seeking judicial or administrative relief, an employee must fully exhaust contract remedies prior to filing any lawsuit or other administrative action. Failure to do so shall be grounds for dismissal of the lawsuit or administrative action. If the Union elects not to pursue a grievance, either initially or at any subsequent step in the grievance procedure, the employee may pursue the grievance. Any employee who elects to pursue a grievance without the assistance of the Union must comply with all filing and other requirements of the grievance procedure.

Section 14.10. Use of Mail, Fax or Electronic Mail

When a written grievance or response is delivered by mail, it shall be sent return receipt requested to the respondent or to the person filing the grievance. When a written grievance or response is hand-delivered, the respondent or the person filing the grievance shall acknowledge receipt in writing on the grievance or response. When a written grievance or response is delivered by facsimile or electronic mail, a hard copy shall be delivered by mail. Copies of all written responses to grievances at any step shall be sent to the Union in Anchorage.

Sec. 14.10.1 Proof of Timely Service Issues

For the purposes of the time frames in this Article, a grievance or response delivered by mail, facsimile or electronic mail shall be considered submitted on the date of mailing as evidenced by the postmark or date of facsimile, but the time for response or for filing the next step shall not begin to run until the day after actual receipt. A hand-delivered grievance or response shall be considered submitted on the date of delivery, and the time for response or for filing the next step begins to run on the day after that date. If the last day of a time period falls on a Saturday, Sunday or holiday, the period will be extended until the next business day.

Section 14.11. Time Limitations

The time limitations set forth in this Article are of the essence of this Agreement. No grievance shall be valid unless it is submitted or appealed within the time limits set forth in this Article. If the grievance is not timely submitted or appealed, it shall be deemed to have been either waived or settled in accordance with the City's response. If the City fails to answer within the time limits or in the manner set forth in this Article, the grievance shall automatically proceed to the next step.

ARTICLE 15 - COMPENSATION

Section 15.1. Pay Rates

The pay rates listed in Appendix B - Wage Appendix for all classifications reflected in Appendix A - Classification Groups shall become effective January 1, 2022. Any retroactive payments will be paid no later than four pay periods after ratification by the bargaining unit and approval of City Council.

Section 15.2. Base Pay Rate

Base pay rate is an employee's current rate of pay, before any shift differential or premium pay is included.

Sec. 15.2.1 Beginning Pay Rate

The beginning pay rate shall normally be the entry rate prescribed for the position. The City may make an appointment above the entry pay rate if qualifications and experience of the individual substantially exceed the education and experience required for that position and equally qualified applicants are not available at the entry rate. In no instance shall an appointment be made above Level 4 without agreement from the Union Business Representative. Also, in no instance will an appointment be made above the entry rate when equally qualified applicants are available at the entry rate.

Section 15.3. Step Increases

Employees will receive a step increase annually, to coincide with their anniversary date of continuous employment in a classified position. The step increase will be as specified in the Wage Scale, Appendix B.

Section 15.4. Pay Rate Adjustments

The following personnel actions shall affect the pay status of an employee in the manner described:

Sec. 15.4.1 Transfers

When an employee is transferred from one position to another with a common pay level, he or she shall continue to receive the same pay rate.

Sec. 15.4.2 Promotion

When an employee is promoted from one position to another, the employee shall enter at Level 1 of the new position or, if the employee's current rate of pay is greater than Level 1 of the new position, the pay shall be adjusted to the pay level in the new position which is immediately above his/her current rate of pay.

Sec. 15.4.3 Demotion

When an employee is demoted for cause, or for administrative purposes, the pay shall be adjusted to the closest level in the new position to the employee's existing level, but not to exceed the maximum of the new position.

Sec. 15.4.4 Reinstatement after Resignation

No preferential pay treatment will be given to reinstated employees who previously resigned. They will be paid at the base rate for the position hired. Reinstatement of veterans will be in accordance with applicable law.

Sec. 15.4.5 Reinstatement after Layoff

When a laid off employee is re-employed in the same position from which he or she was laid off, he or she shall be placed in the same pay level that he or she occupied at the time of layoff. The anniversary date shall be adjusted by the number of months and/or days laid off. When the employee is re-employed in a different position, the rate of pay shall be in accordance with Section 15.2.

Sec. 15.4.6 Compensation During Acting Assignments

When an employee is temporarily assigned to perform the duties of a bargaining unit position or non-bargaining unit position with a higher pay range and assumes all essential duties and responsibilities of the higher position, in situations such as vacancies due to compensated absences or vacant positions, he shall be paid 115% of his current hourly rate for all hours worked in the temporary assignment. The employee will be provided a copy of the position description, with the essential duties and responsibilities identified, to which he is being assigned. An employee's agreement to perform the duties will be documented and filed with the City. An employee who is temporarily assigned to a position with a lower pay range, for any period, shall not receive a reduction in pay. Such acting assignments shall not exceed six months.

Sec. 15.4.7 Longevity Pay

Regular employees shall receive longevity pay per the following:

- Beginning 10th year of service through 14th year of service: \$50.00 per month
- Beginning 15th year of service through 19th year of service: \$100.00 per month
- Beginning 20th year of service and beyond: \$150.00 per month

Longevity shall be computed on the Length of Service Date.

Sec. 15.4.8 Pay for Travelift Operations

When performing tasks associated with the marine travelift, employees will receive premium pay as follows:

- Employees hired after January 1, 2022 will receive premium pay of fifteen percent (15%) above the employee's applicable base rate for any hours spent performing applicable tasks.
- Employees hired before January 1, 2022 will receive premium pay of twenty percent (20%) above the employee's applicable base rate for hours spent assisting

the primary travelift operator and twenty-five percent (25%) above the employee's applicable base rate for hours operating the travelift.

ARTICLE 16 - WORKDAY/WORKWEEK AND HOLIDAYS

Section 16.1. Workday/Workweek

The standard workday shall consist of the period from midnight to midnight. The standard workweek shall consist of the period from midnight Friday to midnight Friday. The normal workday shall begin at the location to which the employee is normally assigned.

Section 16.2. Scheduling

The City may establish whatever schedules are appropriate to meet operating needs. Temporary rescheduling of an employee's working hours to meet routine needs may be done as necessary, with a two week advance notice. Emergency scheduling will be allowed without advance notice.

Sec. 16.2.1 Lunch Period/Breaks

Employees shall have a one (1) hour unpaid lunch period as scheduled by the Department Head. If the employee is required by the City to work during the lunch period, the employee shall be paid for that period. Employees will be allowed to take two 15-minute paid breaks each day. Breaks will be coordinated with the Department Head and employee. Such breaks may be taken at the job site. There shall be no transporting of employees back to the shop solely to take a break. The lunch hour may be one-half (1/2) hour if mutually agreed to by the City and a majority of the employees in the department.

Sec. 16.2.2 Lunch Periods/Breaks for Police Officers and Dispatchers

Given the nature of duties and scheduling of police officers and dispatchers, police officers and dispatchers will eat lunch and take breaks during their ten hour and eight hour shifts when the work level permits. Police officers and dispatchers shall not have unpaid lunch breaks.

Sec. 16.2.3 4/10's Schedule

Should the organizational needs change, the parties agree that a four (4) day workweek, ten (10) hour day, may be implemented by mutual consent between the Employer and Union.

Section 16.3. Overtime

It is recognized that overtime duty is an occasional necessity and must be worked if assigned. All overtime worked must have the prior approval of the Department Head, except in cases of emergency that preclude such prior arrangements. The Department Head shall review the records and certify overtime approved for payment. All overtime records are subject to review by the City Manager or designee. Overtime shall be scheduled as needed by the City. The primary factor in selecting an employee shall be the employee's ability to perform the required work and not based upon seniority. Employees whose regular job duties include attendance at Board meetings shall coordinate with their supervisor and/or Department Head to adjust and schedule their work time and their attendance at Board meetings in such a way that required attendance at Board meetings can be accomplished without the need for overtime duty or with as little overtime as business conditions permit. Scheduled overtime shall not be considered "call-out". An employee who has been scheduled to work overtime but

has not yet worked the overtime shall be deemed in an "on-call" status with respect to such time and shall be paid overtime only when he or she has actually worked the overtime.

Section 16.4. Pay Rates for Overtime, Holidays, Shifts, Standby and Callouts or Pre-Approved Annual Leave

Overtime hours worked in excess of eight (8) hours per day/forty (40) hours in one (1) week shall be paid at one and one-half (1-1/2) times the base rate of pay, except no overtime hours worked in excess of eight (8) hours in a day shall be paid to those employees who work a flexible work hour plan of four (4) ten-hour days. For the purpose of calculating overtime compensation, time designated by this Agreement as annual leave, family or medical leave, sick leave, military leave, jury duty leave, leave without pay or any other time when the employee is not working shall not be counted as hours worked for computation of overtime pay. Only hours actually worked shall count as hours worked for computation of overtime pay. Employees not serving in executive, administrative, professional or other exempt positions shall have their workday, workweek, overtime and premium pay as defined by the Fair Labor Standards Act (FLSA) unless otherwise provided in this Agreement.

If an employee is required by the City to return to work on a previously approved scheduled day of annual leave, the employee shall be paid at one and one-half times (1-1/2) their base pay rate for actual hours worked.

An employee who is eligible to receive annual and holiday pay under the terms of this Agreement, and who is on annual or holiday leave, will be paid at the employee's base rate plus any shift differential in effect when such leave is taken and on the day the employee would be paid were the employee on duty in the employee's regular job.

Sec. 16.4.1 Shift and Shift Differential – Eight (8) or less Hour Shifts

The City has the authority to schedule and change shifts as needed. Employees assigned to the swing and graveyard shifts shall be entitled to shift differential pay. Employees not assigned to the swing or graveyard shift are not entitled to be paid the referenced shift differentials if they work into the swing or graveyard shift because the day shift is their regularly scheduled shift. Similarly, an employee assigned to the swing shift who works into the graveyard shift is not entitled to the graveyard shift differential because the swing shift is his regularly scheduled shift. These differentials will not be paid for standby pay.

- A. Swing Shift.** Employees assigned to a swing shift beginning at or after 4:00 PM, shall be paid three percent (3%) above the base pay rate for all hours worked on the swing shift, from 4:00 p.m. until midnight.
- B. Graveyard Shift.** Employees assigned to a graveyard shift beginning at or after midnight, shall be paid six percent (6%) above the base pay rate for all hours worked on the graveyard shift, from midnight until 7:00 a.m.

Sec. 16.4.2 Shift and Shift Differential – More than Eight (8) Hour Shifts

For personnel regularly assigned to work more than an eight (8) hour shift, there will be a day shift and a night shift.

- A. Day Shift.** Day shift is defined as beginning at or after 5:00 a.m. and ending at or before 5:00 p.m.

- B. Night Shift.** Night shift begins at or after 5:00 p.m. and ends at or before 5:00 a.m. Employees regularly assigned to night shift shall be paid four and one-half percent (4½%) above the base pay rate for all hours worked on the night shift. This differential will not be paid for standby pay.

Sec. 16.4.3 On-Call Duty

Employees on on-call duty shall be compensated at the rate of two dollars (\$2.00) per hour except that Police Officers and Firefighter/EMT first responders shall receive \$5.00 per hour for on-call duty. On-call duty shall not be considered hours worked for purposes of computation of overtime and no shift differential will be included in on-call pay.

Sec. 16.4.4 Call-out Pay

An employee who is called back to work after he has completed his shift and left the work premises shall be paid at the appropriate overtime rate for the hours worked outside of his regular shift with a minimum guarantee of three (3) hours pay at the appropriate overtime rate. However, if an employee is called into work within two (2) hours of the time his shift is scheduled to start or within two (2) hours after he has completed his shift and left the premises, he shall be paid at the appropriate overtime rate for the hours worked outside of his scheduled shift with a minimum guarantee of two (2) hours pay at the appropriate overtime rate. This call in provision shall only apply when the work required was not arranged in advance and the employee so notified. An employee who is paid call out pay may not receive on-call pay for the same time.

Section 16.5. Recognized City Holidays

The following dates shall be recognized as holidays with pay for all employees in regular full-time and regular part-time positions who are in pay status the day before and the day following such days:

New Year's Day (January 1)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)
Seward's Day (last Monday in March)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Alaska Day (October 18)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday in November) and the day after
Christmas Day (December 25th)

Employee's Birthday *

- An employee's birthday shall be observed on a workday mutually agreed to by the employee and their supervisor within the month in which the birthday falls.
- With consent of the employee and approval of the supervisor or manager, an alternate day to the recognized holiday may be designated within the same pay period. This shall not result in an employee receiving duplicate holidays, nor can an employee be required to change when a holiday is observed.

Section 16.6. Holiday Falling on a Saturday or Sunday

When a recognized holiday falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a recognized holiday falls on a Sunday, the Monday following shall be recognized as the holiday. If the holiday falls on an employee's regularly scheduled day off, his or her observed holiday shall be the work day closest to the observed holiday.

Section 16.7. Holiday During Annual or Medical Leave

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

Section 16.8. Holiday Between Two Days of Leave Without Pay

A holiday occurring between two (2) days of leave without pay shall not be paid.

Section 16.9. Computation of Holiday Pay

Regular full-time employees shall receive their current base rate of pay for recognized holidays not worked. For regular part-time employees, holiday pay is computed for the regular hours the employee would normally have worked on that particular day, at the appropriate base rate of pay.

Section 16.10 Work Performed on Recognized Holidays (except Birthdays)

The City shall have the right to determine if an employee will be required to work on a holiday. If the City requires an employee to work on a holiday, the employee shall be paid at two and one-half times the base pay rate. This shall apply to all Recognized City Holidays worked, except for birthdays which are covered in Section 16.5.

ARTICLE 17 – RETIREMENT, INSURANCE & MEDICAL BENEFITS

Section 17.1. Retirement

The City of Cordova is a participant in the State of Alaska Public Employees Retirement System (PERS) and as a PERS employer; the City agrees to contribute the percentage of each employee's gross wages as determined by the State's actuarial funding requirements. All regular employees are required to enroll and participate in PERS upon accepting employment with the City. The City agrees to fund and maintain the current PERS plan for the life of this Agreement and any extension thereof.

Section 17.2. Insurance and Medical Benefits

All full-time and part-time employees covered by this Agreement will be offered enrollment in the City's health and life insurance program. Each eligible employee who chooses to participate, with his or her spouse and dependent children under age 26, shall be covered by the group policy in accordance with the terms of the policy. The City will not duplicate medical insurance where an employee's spouse is employed and covered under the Cordova Community Hospital's program. All benefits, limitations, exclusions and other coverage provisions will be subject to the terms and conditions of the Health Insurance Contract that is in effect and issued to the City of Cordova. Benefits, limitations, exclusions and other coverage provisions are provided to the employee in the Health Insurance booklet. When a full-time or part-time employee is on leave without pay for longer than ten (10) consecutive working days as authorized in Section 18.14 Leave Without Pay, the employee is responsible for payment of all health and life insurance premiums. The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1984 and all pertinent amendments thereto govern the rights of employees to health insurance after termination of employment.

Sec. 17.2.1 Premium Co-payments

Following the ratification of this agreement and for the duration of this agreement, the City agrees to freeze all bargaining unit premium co-payments at the following rate:

<u>Monthly Coverage</u>	<u>Contribution of Employee</u>
Employee	\$ 153.38
Employee/Spouse	\$ 339.99
Employee/Child(ren)	\$ 246.68
Family	\$ 431.57

In the event the City's health plan no longer qualifies as a self-funded plan, the City will provide written notice to the Union and the parties will meet to negotiate any changes within 60 calendar days.

Section 17.3. Transportation Expenses for Healthcare

If air or surface transportation is required for medically necessary surgery that cannot be performed locally or a condition which cannot be treated locally, a physician licensed as a doctor of medicine (M.D.) or doctor of osteopathy (O.D.) must provide written certification and detailed medical documentation of the existing condition. For children under 18 years of age, the transportation charge of a parent or legal guardian as attendant will be allowed if the attending physician certifies the medical necessity for such allowance. Round trip air transportation by a commercial airline or surface transportation, which includes ferry transportation, from the place where the illness or injury occurred to the nearest hospital equipped to treat the condition will be provided only if:

- A.** A life-endangering situation exists that requires the immediate transfer to a hospital that has special facilities for treating the condition;
- B.** The enrollee is admitted as a registered bed patient in a legally operated hospital upon arrival.

Sec. 17.3.1 Required Surgery or Medical Treatment Unavailable in Cordova.

In addition to the above air and surface transportation benefits, if surgery is medically necessary and cannot be performed locally or a condition exists which cannot be treated locally, one of the following will be provided each calendar year:

- A.** One visit and one follow-up visit requiring therapeutic treatment which cannot be provided locally; or
- B.** One visit for pre- or postnatal maternity care and one visit for the actual maternity delivery which cannot be provided locally; or
- C.** One pre- or post-surgical visit and one visit for the actual surgical procedure which cannot be performed locally; or
- D.** One visit for each allergic condition which cannot be provided locally.

Sec. 17.3.2 Exceptions to the Rule

Once benefits have been provided for one of the situations listed above, the only further air or surface transportation benefits available for that enrollee for the remainder of the calendar year would be for an additional life-endangering situation as described above.

Section 17.4. Joint Health Care Committee

The City and Union recognize that there have been and likely will continue to be major changes which affect health care coverage for City employees. In the spirit of cooperation and in an effort to effectively deal with rapidly changing insurance issues, it is agreed that the City and Union will utilize a joint health care committee comprised of the City Manager, two individuals designated by the City, the IBEW Business Representative and two individuals designated by the Union to address insurance issues. This committee will meet on a semi-annual basis. The committee has no authority to bind the City or the Union. The committee will make recommendations regarding what the committee believes to be effective measures to deal with health care issues as well as to give input on material modifications to the Plan.

ARTICLE 18 – LEAVE

Section 18.1. Annual Leave Entitlement

Regular full-time and regular part-time employees covered by this Agreement shall be entitled to leave accrual benefits except during the period when the employee is on leave without pay.

Section 18.2. Annual Leave Accrual Rate

Annual leave shall be accrued according to the table below:

Years of Service	Months	Annual Accrual (in weeks)	Annual Accrual (in days)	Annual Accrual (per pay period)
First two years of service	0-24	2.4 weeks	12 days	3.69 hours
Third year of service	25-36	3.6 weeks	18 days	5.54 hours
Beginning of fourth year through end of the fifth year	37-60	4.2 weeks	21 days	6.46 hours
Beginning of sixth year through end of the ninth year	61-120	5 weeks	25 days	7.69 hours
Beginning of tenth year or more	121+	6 weeks	30 days	9.23 hours

Sec. 18.2.1 Accrual Calculations

New hire probationary employees shall accrue annual leave, beginning with the date of hire, during the probationary period but are not entitled to use annual leave unless and until they successfully complete the probationary period and acquire status as a regular employee. Annual leave accrual shall be based on regular hours of work. Overtime and leave without pay hours will not be included in annual leave calculations.

Section 18.3. Requesting Leave

Employees desiring to take paid annual leave shall submit a request at least two (2) weeks prior to the date requested for leave for approval of such leave to the Department Head. Leave will be granted if business conditions permit. All Department Heads shall submit a leave request form to the payroll clerk one (1) week prior to granting leave to any employee in order to verify availability of the amount of leave requested. The payroll clerk will initial the leave slip and file it in the employee's payroll records. If the employee does not have sufficient leave accrued, the Department Head or City Manager will be advised immediately. Spot leave may be granted at the discretion of the City.

Section 18.4. Leave Accrual for Employees on Paid Leave

Leave continues to accrue during the period of time an employee is on paid leave. Leave does not accrue during any period of leave without pay.

Section 18.5. Computation of Leave Accrual for Regular Part-Time Employees

Regular part-time employees shall accrue leave on a proportional basis as regular full-time employees. Leave shall be computed based on the actual hours worked on a proportional basis to the eighty (80) hours in a pay period.

Section 18.6. Maximum of 240 Hours That Can Be Accumulated

The maximum amount of annual leave that may be accumulated is 240 hours. Provided that an employee has used the mandatory leave requirement under Section 18.7.2, annual leave accumulated in excess of this amount at December 31st of each year will be cashed in and paid to the employee at the employee's current base pay rate or added to the employee's sick leave bank at the employee's request.

Section 18.7. Annual Leave Use

Annual leave may be used upon completion of the probationary period. However, the City Manager may grant an employee early annual leave due to extraordinary circumstances.

Sec. 18.7.1 Use of Annual Leave

Annual leave may be used for any purpose desired by the employee. Employees shall be allowed to use any amount of accrued leave at the time they desire given that the Department Head determines their absence will not be detrimental to the operation of the department.

Sec. 18.7.2 Mandatory Leave

Employees who have completed one to two years of continuous employment with the City must use at least 40 hours of annual leave each calendar year. At least eighty (80) hours of annual leave must be used each calendar year after the second anniversary date and every anniversary date thereafter.

Section 18.8. Exceptions

Whenever, in the opinion of the City Manager or his designee, it is not feasible nor in the best interest of the City service to grant earned leave to an employee, such employee shall not lose bona fide earned annual leave but shall receive a suspension of the limitation of accrued leave accumulation. Whenever, in the opinion of the Department Head and City Manager, it is not feasible nor in the best/ interests of the City service to suspend the annual leave accumulation limits, the City Manager shall authorize cash in lieu of leave not to exceed twenty (20) working days in any fiscal year.

Section 18.9. Annual Leave Cash-In Possibilities

In addition to the provision in Section 18.8 of this Agreement, employees, upon written request may be permitted to cash in their accrued annual leave once in each twelve (12) month period, provided that a minimum of eighty (80) hours of annual leave is retained in their leave account at all times to provide for emergencies or illness. The employee shall specify in writing the reasons for the request. The request is subject to approval by the City Manager, at the City Manager's discretion.

Section 18.10. Leave Upon Termination

Employees separated during the probationary period shall not be granted nor paid any annual leave. Regular employees who separate after successful completion of the probationary period shall be paid their accrued unused annual leave in a lump sum within three (3) working days of termination. The salary or hourly rate(s) to be used in computing the cash payment shall be the employee's current base pay rate, not to include shift differential, which was received by the employee at the time of separation.

Section 18.11. Reinstated Employee Leave

Reinstated employees hired within two (2) years of termination, and who have had at least one (1) year of total service shall be permitted to use their accrued leave as it accrues, provided they have successfully completed their probationary period in previous service.

Section 18.12. Military Leave, Rights and Benefits

The City will comply with all applicable federal and state laws with respect to military leave, benefits and re-employment rights.

Section 18.13. Jury Leave

Jury duty shall be treated as approved leave without loss of longevity, leave or pay. Service in court when subpoenaed as a witness on behalf of the City, or when called as an expert by the City on a matter of City concern or relating to a municipal function, will be treated the same as jury duty. In order to be entitled to jury leave, the employee shall provide the Department Head with proof of the requirement of his or her presence for the hours claimed. Fees paid by the court (other than those for an employee's appearance at any time outside the employee's regularly scheduled shift, for travel, parking and subsistence allowance) shall be turned in for deposit in the City's general fund. Witness service for purposes other than just described will be covered by annual leave, or leave without pay, business conditions permitting, and any fees received in this connection may be retained by the individual.

Section 18.14. Administrative Leave Without Pay

Leave without pay may be granted to an employee, upon recommendation of the Department Head and approval of the City Manager. Administrative leave will not be used in any disciplinary process including investigations. 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 annual leave has been exhausted, except when an employee is absent and drawing worker's compensation pay. Employees granted administrative leave without pay may be required to make voluntary employee premium co-payments to maintain employer-provided health benefits. The City Manager and Department Head may, in their discretion, grant no more than ten (10) consecutive working days' leave without pay during any calendar year. Additional leave without pay may be granted upon the approval of the City Council.

Sec. 18.14.1 Change of Anniversary Date Because of Leave Without Pay

If an employee uses more than thirty (30) calendar days of leave without pay during the leave year, the anniversary date shall be advanced by the number of days such leave without pay exceeds thirty (30).

Section 18.15. Paid Administrative Leave

An employee may be placed on paid administrative leave upon recommendation of the Department Head and approval of the City Manager. Each request for such leave shall be considered in light of the circumstances involved and the need of the department. Employees granted paid administrative leave will not lose any benefits enjoyed at the time the leave begins nor any change in anniversary date. Service credit will continue to accrue while an employee is on paid administrative leave.

Section 18.16. Unauthorized Leave

Any absence not authorized and approved in accordance with provisions of this Agreement shall be without pay for the period of absence and shall be grounds for disciplinary action. Any employee who is absent from work for three (3) or more days without notifying the Department Head shall be deemed to have abandoned his employment with the City. If the Department Head is unavailable, the employee must notify another management representative such as the City Manager, Human Resources Department or, as a last result, police dispatch. In the event of extraordinary circumstances that would prohibit notification, the employee will not be considered to have abandoned his/her employment, so long as the employee notifies the City of the reason for their absence as soon as practicable. An example would be an employee unable to return from a hunting trip due to bad weather in which case the aircraft operator is unable to fly, and the employee is unable to contact the City.

Section 18.17. Education Leave With or Without Pay

Leave with or without pay, not to exceed three (3) months, may be authorized, at the discretion of the City, for employees to complete advanced training programs.

Section 18.18. Family Medical Leave

Employees who meet the requirements of the Federal Family and Medical Leave Act (FMLA) and the Alaska Family Leave Act (AFLA) are eligible for leave under this section. FMLA and AFLA may be applied concurrently and are jointly referred to as Family Medical Leave (FML) in this section. When an employee applies for leave under circumstances where family medical leave (FML) may apply, the City shall determine if the employee is eligible for the leave provided by the federal or state acts, and the amount of leave to which the employee is entitled by law. Such leave will be administered according to the rights, requirements, regulations, limitation and conditions of applicable law and the terms set forth herein, whichever provides greater rights.

Sec. 18.18.1 Eligibility Defined

An employee is eligible to take family leave if the employee has been employed for at least thirty-five (35) hours a week for at least six (6) consecutive months or at least seventeen and one-half (17 1/2) hours a week for at least twelve (12) consecutive months immediately preceding the leave. The leave may be unpaid leave. However, the employee may choose to substitute accrued paid leave to which the employee is entitled. The City shall permit an eligible employee to take family leave because of a serious health condition for a total of eighteen (18) workweeks during any twenty-four (24) month period. The City shall permit an eligible employee to take family leave because of pregnancy and childbirth or adoption for a total of eighteen (18) workweeks within a twelve (12) month period; the right to take leave for this reason

expires on the date one (1) year after the birth or placement of the child. If the employee is entitled to a longer period of time under Section 18.18 and its subsections, then the longer period applies. An employee is entitled to take leave:

- A.** because of pregnancy and the birth of a child of the employee or the placement of a child, other than the employee's stepchild, with the employee for adoption; an employee using family leave under this paragraph shall take the leave in a single block of time;
- B.** in order to care for the employee's child, spouse, or parent who has a serious health condition; in this paragraph, "child" includes the employee's biological, or foster child, stepchild, or legal ward; and
- C.** because of the employee's own serious health condition.

Sec. 18.18.2 Scope of Family and Medical Leave

If an employee has unused accrued annual or sick leave, the employee must use such unused accrued sick leave first and then unused accrued annual leave before unpaid family leave under this section. Subject to the provisions of the FMLA, the City may require an employee to pay the employee's share of the costs of maintaining health insurance coverage during a period of unpaid leave. Where an employee fails to return from FMLA leave for at least thirty (30) days, the City may demand payment of its share of the health premiums it paid during the leave, in accordance with the FMLA.

Sec. 18.18.3 Related Employees

Notwithstanding Sec. 18.18.1 (b) of this section, if a parent or child of two employees employed by the City has a serious health condition, the City is not required to grant family leave to both employees simultaneously.

Sec. 18.18.4 Healthcare Premium Coverage

During the time that an employee is on leave under this section, the City shall maintain coverage under any group health plan at the level and under the conditions that the coverage would have been provided if the employee had been employed from the date the leave began to the date the employee returns from leave under Sec. 18.18.5. If the employee was paying all or part of the premium payments prior to leave, the employee would continue to pay his or her share during the leave period.

Sec. 18.18.5 Returning from FMLA

Unless the City's business circumstances have changed to make it impossible or unreasonable, when an employee returns from leave under this section, the City shall restore the employee to the position of employment held by the employee when the leave began; or to a substantially similar position with substantially similar benefits, pay, and other terms and conditions of employment.

Sec. 18.18.6 Employee Notice

If the necessity for leave is foreseeable based on an expected birth or adoption or on planned medical treatment or supervision, the employee shall provide the employer with prior notice of the expected need for leave in a manner that is reasonable and practicable. If the necessity for leave is foreseeable based on planned medical treatment or supervision, the employee shall also make a reasonable effort to schedule the treatment or supervision so as to not disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee or the employee's child, spouse, or parent. In cases of illness, the employee will be required to report periodically on his or her leave status and intention to return to

work. If the employee is too ill to report himself, the reporting can be accomplished by the employee's health care provider or the employee's designee.

Sec. 18.18.7 Completion of Request for Family and Medical Leave of Absence Form

A request for Family and Medical Leave of Absence form must be originated in duplicate by the employee. This form should be completed in detail, signed by the employee, submitted to the immediate supervisor for proper approvals, and forwarded to the City Manager. If possible, the form should be submitted thirty (30) days in advance of the effective date of the leave.

Sec. 18.18.8 Content of Request

All requests for family and medical leaves of absence due to illness will include the following information attached to a completed Request for Family and Medical Leave of Absence: sufficient medical certification stating (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; and (c) the appropriate medical facts within the knowledge of the health care provider regarding the condition. In addition, for purposes of leave to care for a child, spouse, or parent, the certificate should give an estimate of the amount of time that the employee is needed to provide such care. For purposes of leave for an employee's illness, the certificate must state that the employee is unable to perform the functions of his or her position. In the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

Sec. 18.18.9 Intermittent Leave or a Reduced Work Schedule

An employee may take family medical leave or medical leave intermittently if necessary. When the need for intermittent leave is foreseeable, the employee must give notice to the City thirty (30) days in advance of the time the leave is to begin. If the employee cannot give thirty (30) days' notice, he must give notice as soon as practicable. When an employee takes intermittent leave for family or medical leave purposes, the City may require the employee to show that the intermittent leave was medically necessary. The employee can be required to produce a health care provider certification showing that the intermittent absences are a part of, or may result from, the treatment the employee is receiving for a serious health condition. The City has the right to require the employee to re-certify the medical necessity of the leave, which ordinarily will not be required more frequently than every thirty (30) days. However, if the City receives information that casts doubt on the validity of the certification, the City, at its expense may require re-certification on a more frequent basis. If the City for some reason suspects that the employee's doctor has misdiagnosed the condition or is fraudulently certifying the need for leave, the City has the right to have a specialist with appropriate expertise for the condition examine the employee. The City will pay for the second examination and it will not be performed by a doctor who is employed on a regular basis by the City. The City will not contact the employee's doctor to verify the legitimacy of the certification. If the opinion of the doctor selected by the City differs from that of the employee's doctor, the City may require a third examination, at its expense, to be performed by a doctor designated or approved jointly by the City and the employee. The City may transfer an employee who must take intermittent leave to a position that better accommodates intermittent absences. The position must provide the employee with equivalent pay and benefits, but the position need not have equivalent duties.

Sec. 18.18.10 Employee Transfer

- A. A pregnant employee may request a transfer to a suitable position under this section. The City may not fill the position with a person other than the requesting employee until the City has offered the position to the employee and the employee has refused the offer. A position is suitable if it is an existing unfilled position in the same administrative division in which the employee is currently employed and is less strenuous or less hazardous than the employee's current position; transfer to the position is recommended by a licensed health care provider; the employee is qualified and immediately able to perform the duties of the position; and the transfer will not subject the employee to legal liability under this Agreement.
- B. The City shall compensate an employee who receives a transfer under this section at a rate at least equal to the lesser of the rate, as adjusted by the changes to compensation that apply generally to the work force, at which the employee was compensated immediately before requesting the transfer; or the position into which the employee transfers is compensated.

Sec. 18.18.11 Investigation and Conciliation of Complaints

A person aggrieved by a denial of a right or privilege granted by this provision has the right to file a grievance.

Section 18.19. Sick Leave Accrual

Sick Leave accrues separately from annual leave on an annual basis. An employee may accrue up to a maximum of six hundred twenty (620) hours of sick leave. Regular annual leave may always be used as sick leave when the sick leave account balance is zero (0).

Sec. 18.19.1 Maximum Accrual by Date of Hire

Employees on the payroll on January 1, 2000, who have more than six hundred twenty (620) hours of accrued sick leave on the books shall not forfeit their balance in excess of six hundred twenty (620) hours and shall be permitted to draw down on those hours through the life of this Agreement. Once their sick leave balance falls below six hundred twenty (620) hours, they shall again begin accruing sick leave.

Sec. 18.19.2 Sick Leave Accrual Rates

For employees hired before January 1, 2000, sick leave accrues on an annual basis at the rate of fifteen days per year. For employees hired on or after January 1, 2000, sick leave accrues at the rate of twelve days per year.

Sec 18.19.3 Conversion of Sick Leave

Any employee who has been employed by the City for five years or more, and has reached the total allowable amount of sick leave (620 hours), may elect to convert unused sick leave up to sixteen (16) hours into cash during the month of November of each year.

Section 18.20. Purpose of Sick Leave

Accumulation of sick leave is allowed primarily for the purpose of providing an employee with an economic cushion to be used in event of the employee's or employee's family illness or quarantine. However, it may also be used for other purposes as set forth in Sections 18.21 and 18.22 of this Agreement.

Section 18.21. Use of Sick Leave

An employee, regardless of probationary status, may use accrued sick leave for absence as noted above. Doctor or dental appointments shall be included as cause for sick leave. Travel days, when necessary to travel out of town for care, shall also be cause for sick leave. Extended absence on sick leave, three (3) or more consecutive work days due to illness, hospitalization, medical observation or treatment, may be required to be certified by a physician, surgeon, psychiatrist, dentist or other such licensed professional.

Section 18.22. Employee Notification/Sick Leave

When utilizing sick leave, an employee shall inform his or her immediate supervisor within a reasonable amount of time if unable to report to duty. If the supervisor is unavailable, the employee must notify another management representative such as the City Manager, Human Resources Department or, as a last resort, the Police Dispatcher. Failure to do so may be cause for disciplinary action, provided however, consideration will be given for extenuating circumstances that would make such notice requirements impossible.

Section 18.23. On the Job Injury

Employees shall report all on the job injuries to their appropriate Department Head as soon as possible after the injury (if possible within 24 hours). Failure to do so may result in disciplinary action. Employees shall follow all of the City's procedures regarding worker's compensation claims.

Section 18.24. Cash Value of Sick Leave

Upon separation under favorable terms and completion of five (5) years of service, fifty percent (50%) of the sick leave balance accrued (up to a maximum of \$5,000) can be cashed in for pay at the employee's current rate of pay. This cash-in pay is subject to all taxation and contributions required of all payroll compensation.

Section 18.25. Death in Immediate Family

A regular employee is eligible for paid bereavement leave, not to exceed five (5) days, upon the death of his or her immediate family. Family members are defined as the employee's spouse or the following relatives of the employee or spouse: Child (natural, step-child, legally adopted, foster, and in loco parentis children), parent or step-parents, brothers, sisters, grandparents, grandchildren, or legal wards.

Section 18.26. Sick Leave Bank

An employee may voluntarily donate unused sick leave he or she has accrued to another City employee who is seriously ill or injured, requires absence from work for more than twenty (20) consecutive days, and has exhausted all of his or her annual and sick leave and is under the care of a physician. The City manager must approve the use of such leave. Donations of such leave do not cause or result in any transfer of money. Should an employee with a higher wage donate to an employee with a lower wage, there is no money or benefit left over. Such leave donations are one-for-one in hours of sick leave. One hour of time from a donor equals one hour of time for the recipient, with no remainder or excess balance.

ARTICLE 19 - MISCELLANEOUS PROVISIONS

Section 19.1. Tuition Refunds

In order to be considered for a tuition refund, a tuition refund application must be completed and submitted to the City Manager. An employee who successfully completes

course work that is job related and considered, at the discretion of the City, to be of benefit to the City, may be reimbursed up to 100% of the tuition expense. In order to receive this reimbursement, the employee must, prior to enrollment, obtain the written concurrence of his or her Department Head that the proposed course is related to the employee's present duties and that successful completion of the course will be of mutual benefit to the City and the employee. The employee also shall sign an agreement that the reimbursed tuition will be repaid to the City by the employee in the event he or she leaves City employment within twelve (12) months from date of completion of the course. Upon successful completion of the course, the employee shall furnish evidence of successful completion and amount of course fee to the City Manager and the reimbursement cost will be drawn from funds in the department's budget. The City will only pay for reimbursement costs when the employee receives a passing grade.

Section 19.2. Gifts and Gratuities

It shall be the responsibility of each City employee to remain free from indebtedness or favors which would tend to create a conflict of interest between personal and official interests, or might reasonably be interpreted as affecting the partiality of the individual employee. If an employee is tendered or offered a gift or gratuity which would, in the eyes of the public, or in the eyes of public officials, be construed to be an attempt to bribe, influence or to encourage special consideration with respect to municipal operations, such offer shall be reported without delay to the employee's immediate superior who in turn will inform the Department Head or City Manager. If there should be any doubt whether a gift or gratuity is of such significance as to create undue influence upon the employee, the matter shall be reported to the Department Head concerned. Any employee who knowingly accepts any gift or gratuity without approval by the Department Head or City Manager in violation of this section may be disciplined up to and including dismissal from employment.

Section 19.3. Outside Employment

No employee shall engage in any other employment, whether public, private or self-employment, during scheduled work hours, nor outside scheduled work hours, if such employment conflicts with the City's interests or adversely affects the employee's availability and usefulness. Employees are urged to discuss any outside employment intentions with their supervisor prior to assuming such employment and complete and return to the Department Head a "Request for Approval for Secondary Employment Form". Examples of other employment considered contrary to the City's interest and to adversely affect the availability and usefulness of employees are:

- Preparing financial reports subject to City audit or review.
- Directly or indirectly participating in any business or organization that has, or is attempting to obtain funds or business from the City.
- Using or having access to information or data pertinent to other employment.

Sec. 19.3.1 Conflict of Interest Notice Required

All employees shall file a "Notice of Potential Conflict" with the City Manager should they suspect that they or any member of their family by blood, law or marriage might benefit directly or indirectly from any City contract or disbursement other than wages. Upon the filing of "Notice of Potential Conflict", the City Manager may waive the conflict provided that no other person or entity with comparable experience and competence is available at a similar price.

Section 19.4. Employment of Immediate Family Members

No person may be employed in a position supervised by an immediate family member. Additionally, immediate family members shall not be placed in a position such that one member is required or authorized to review the work, personnel documents, expense account or time records of another immediate family member. Immediate family members shall be described as set forth in the definition section of this Agreement, and shall include cohabitants.

Section 19.5. Standard Operating Procedure

The City Manager may require each department to establish and maintain standard operating procedures for use by employees in daily operations.

Section 19.6. Additional Rules

The City may prescribe certain policies, procedures and rules in addition to the rules set forth in this Agreement that will apply to employees' safety and welfare and federal or state regulations that affect employees so long as the policies, procedures and rules adopted by the City are not inconsistent with this Agreement. These policies, procedures and rules will be in addition to those contained in this Agreement and shall apply to employees covered in this Agreement as if they were set forth in this Agreement so long as such policies, procedures and rules are not inconsistent with this Agreement.

Section 19.7. No Strikes, Slowdowns or Lockouts

The parties agree that there shall be no strikes, slowdowns or lockouts during the life of this Agreement.

Section 19.8. Picket Lines

It shall be a violation of this Agreement and it shall be cause for disciplinary action in the event an employee refuses to go through or work behind any picket line. The City specifically retains all of its rights under AS 23.40.200.

ARTICLE 20 - SCOPE OF AGREEMENT

Section 20.1. Duration

This Agreement shall become effective the first full pay period following ratification by the bargaining unit and Cordova City Council approval and shall continue in full force and effect through midnight, December 31, 2023.

Sec. 20.1.1 Opening Period.

Either party desiring to terminate, add to, or modify the terms of the Agreement shall, between April 1 and April 30 in the year of the expiration date of the Agreement, notify the other as to this intention. Negotiations will commence no later than June 1 in the year of the expiration date, unless a later date is mutually agreed. The intent of the parties is to complete negotiations no later than October 1 in the year of the expiration date. In the event no notice is timely received the Agreement shall renew and continue in full force and effect from year to year thereafter. Nothing herein shall prevent the parties from mutually agreeing to commence bargaining for a successor agreement at an earlier date. After negotiations have commenced, this Agreement will remain in full force and effect so long as the parties continue to bargain together in good faith.

Section 20.2. Separability

If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court of competent jurisdiction to be in conflict with any law,

such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

Section 20.3. Amendment

This Agreement may be amended at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing and state the effective date of the amendment.

Section 20.4. Printing of the Agreement

The parties agree that a Union representative and a person appointed by the Employer will meet and mutually agree on the format, size, and specifications of the Agreement to be printed. The Union shall print or be responsible for the printing of the Agreement. The parties will designate the number of copies of the Agreement each desires and each party will be responsible for the cost involved in printing that number of copies.

Section 20.5. Complete Agreement

All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding of the commitment between the City and the Union.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective on _____, and signed by their duly authorized representatives.

For
CITY OF CORDOVA

Helen Howarth Date
City Manager and Chief Spokesperson

Laura Cloward Date
City HR and Alternate Spokesperson

William Earnhart Date
Attorney/City Bargaining Team Member

For
**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 1547**

Marcie Obremski Date
Business Manager

Diana Ruhl Date
IBEW Chief Spokesperson

Dusty Menefee Date
IBEW Alternate Spokesperson

Chris Bolin Date
IBEW Bargaining Team Member

Brandy Griffith Date
IBEW Bargaining Team Member

CITY OF CORDOVA APPENDIX A - CLASSIFICATION GROUPS

Group	Classification Title(s)
H	PUBLIC SAFETY OFFICER (APSC CERTIFIED)
G	EQUIPMENT OPERATOR II
	LANDFILL FOREMAN
	SHOP MECHANIC II
	SEWER/WATER TECH II
F	SEWER/WATER TECH I
	MAINTENANCE FOREMAN
	HARBOR OPS FOREMAN
	FIREFIGHTER/MEDIC
	PUBLIC SAFETY OFFICER CANDIDATE
	COMMUNICATIONS CLERK LEADER
E	EQUIPMENT OPERATOR I
	SHOP MECHANIC I
D	ASSISTANT PLANNER
	ADMINISTRATIVE SPECIALIST
	ACCOUNTING SPECIALIST
C	LABORER/MAINT. II
	COMMUNICATIONS CLERK/DISPATCH
	ADMIN ASSISTANT
	ACCOUNTS REC CLERK
	LIBRARIANS (ALL)
	PROGRAM LEADER
	TECHNOLOGY LEADER
	CURATOR OF COLLECTIONS AND EXHIBITS
B	LABORER/MAINT. I
	PARKS/REC & POOL OPS. LEADER
	CUSTODIAN
A	GENERAL OFFICE CLERK
	MUSEUM/LIBRARY ASSISTANT
	LIFEGUARD

CITY OF CORDOVA APPENDIX B - WAGE APPENDIX

GROUP		LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL
	ENTRY	1	2	3	4	5	6	7	8	9
GROUP H	\$31.74	\$33.01	\$34.33	\$35.70	\$37.13	\$38.62	\$40.16	\$41.77	\$43.44	\$44.53
GROUP G	\$26.46	\$27.52	\$28.62	\$29.76	\$30.95	\$32.19	\$33.48	\$34.82	\$36.21	\$37.12
GROUP F	\$24.12	\$25.08	\$26.08	\$27.12	\$28.20	\$29.33	\$30.50	\$31.72	\$32.99	\$33.81
GROUP E	\$23.46	\$24.40	\$25.38	\$26.40	\$27.46	\$28.56	\$29.70	\$30.89	\$32.13	\$32.93
GROUP D	\$22.52	\$23.42	\$24.36	\$25.33	\$26.34	\$27.39	\$28.49	\$29.63	\$30.82	\$31.59
GROUP C	\$21.62	\$22.48	\$23.38	\$24.32	\$25.29	\$26.30	\$27.35	\$28.44	\$29.58	\$30.32
GROUP B	\$20.76	\$21.59	\$22.45	\$23.35	\$24.28	\$25.25	\$26.26	\$27.31	\$28.40	\$29.11
GROUP A	\$19.93	\$20.73	\$21.56	\$22.42	\$23.32	\$24.25	\$25.22	\$26.23	\$27.28	\$27.96



AGENDA ITEM 15
City Council Meeting Date: 04/06/2022
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 03/31/2022
ITEM: Mayor Allison item re industry and current Covid status

☐ ORDINANCE
☒ DISCUSSION

☐ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: Mayor Allison has been approached by business leaders in the community to write a letter or in some way clearly communicate to the Fishing Industry and to all Cordova businesses where the City stands as far as preseason concerns or requirements regarding Covid before the busy summer months arrive.

II. RECOMMENDED ACTION: Mayor Allison will lead Council discussion that will assist him and/or City staff in composing such correspondence or other communication method. What should the message be and who should it be directed to specifically.



AGENDA ITEM 16
City Council Meeting Date: 4/6/2021
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 03/15/2022
ITEM: Vice Mayor Election
NEXT STEP: Majority voice or roll call vote

_____ ORDINANCE
_____ MOTION

_____ RESOLUTION
_____ INFORMATION

I. REQUEST OR ISSUE: Council election of a Vice Mayor.

II. RECOMMENDED ACTION / NEXT STEP: Council nominates one or more council members to serve as Vice Mayor for one year. Suggested motion:

I move to nominate Council member _____ to serve as Vice Mayor until the first meeting after the beginning of the terms of those elected in the 2023 Regular City Election.

III. FISCAL IMPACTS: none

IV. BACKGROUND INFORMATION: See charter references on next page. Most important role of Vice Mayor is chairing meetings in the Mayor's absence and otherwise taking on the role of Mayor when Mayor is absent (charter 2-2). The charter is clear that the terms of office begin the day after certification (see charter 10-2) which means they began on March 17. The first meeting after March 17, is tonight's April 6 meeting. Therefore, Council is electing a Vice Mayor tonight.

V. LEGAL ISSUES: see charter references attached

VI. SUMMARY AND ALTERNATIVES: Council can either vote aloud, by roll call vote, or by secret ballot for a nominee or nominees.

Charter:

Charter section 2-2 reads as follows:

At the first meeting after the time prescribed for the beginning of the terms of newly elected council members, or as soon thereafter as practicable, the council shall elect one of its members vice mayor, who shall serve as such until the next such first meeting. The vice mayor shall only act as mayor during the absence or disability of the mayor, or, if a vacancy occurs in the office of mayor, until another mayor is appointed by the council and is qualified. The vice mayor when presiding over the council as acting mayor, shall have a vote only as a council member. If the office of vice mayor becomes vacant, the council shall elect, from its members, another vice mayor for completion of the unexpired term.

Section 10-2. - Three-year terms—Election at large—Nonpartisan elections.

At the regular election in 1995, a mayor and three council members (Seats A, B and C) shall be elected.

The person elected to Seat A in 1995 shall serve for a two-year term. Other than the council member elected to Seat A in 1995, all council members shall be elected to serve three-year terms. The mayor shall be elected to serve a two-year term. At the regular election in 1996, and every three years thereafter, two council members will be elected (Seats D and E). At the regular election in 1997, and every three years thereafter, three council members (Seats F, G and A) will be elected. If there are any council member seats vacant after an election year (because of failure of candidates to file or qualify or for other cause), then a drawing shall be held at a council meeting under its direction to determine which of the two or three council members whose terms are about to expire shall continue to serve. If there is only one council member whose term is about to expire, and who has not been re-elected, that member shall continue to serve in such case.

The term of office for the mayor and council members shall begin on the first day after the council certifies the election results. If the mayor-elect or a council member-elect fails to qualify within 30 days after the beginning of a term of office, the election of the mayor or council member shall be void. No person who has been elected mayor or council member, as the case may be, for two consecutive terms shall again be eligible to hold that office, until the regular election in the year following the year in which that person's second consecutive term expired. A council member who has served two consecutive terms will not be placed on the ballot for any seat on the council until the regular election in the year following the year in which their second term expires. This limitation shall not apply to the mayor or council members in office at the time this charter is approved until after their current term of office has expired.

The mayor and council members shall be elected at large, by the greatest number of votes cast, and not less than forty (40) percent of the votes, and votes shall be cast by secret ballot. The election shall be non-partisan, and no party designation or emblem shall be placed on the ballot.



AGENDA ITEM 17

City Council Meeting Date: 04/06/2022

CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 03/22/2022
ITEM: Concurrence of Mayor's appointment to Historic Preservation Commission
NEXT STEP: Approval of Motion to concur

☐ ORDINANCE
☒ MOTION

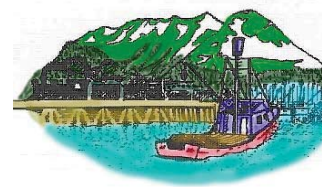
☐ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: The Historic Preservation Commission has 1 vacant seat that will expire November 2023. The Historic Preservation Commission has very specific membership guidelines and the vacancy needs to be filled by a professional from the discipline of history, architecture, or archaeology. There is one applicant, and she is USFS District Archaeologist who fits the criteria. Christy Mog's application is attached.

II. RECOMMENDED ACTION: Mayor Allison is recommending appointment of Christy Mog to the Historic Preservation Commission.



City Board or Commission Membership Application



Personal Information	
Name: Christy Mog	Date: 3/22/2022
Resident of Cordova? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	How Long? January 28, 2022
Name of Partner (optional):	
Employer: US Forest Service	Job Title: District Archaeologist
Contact Information	
Residence Address: 913 LeFevre St Cordova, AK 99574	
Mailing Address: PO Box 2289 Cordova, AK 99574	
Cell Phone: 620-433-2051	Email Address: christymmog@gmail.com
May we include your contact information on our webpage/in published meeting packets: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes, but not all	
If you answered "yes, but not all" above, please specify what we CAN include on webpage/in meeting packets:	
Affiliations	
Current membership in organizations: Fraternal Order of the Eagles, American Legion Auxiliary, North American Consortium: Member with Honor, The National Scholars Honor Society, Sigma Alpha Lambda National Leadership and Honors Organization, Kansas State Alumni Association.	
Past memberships in organizations: Society for American Archaeology & Association for Professional Archaeologists of Kansas	
City Board(s) or Commission(s) in which you are interested: Cordova Historic Preservation Commission	
Why do you want to be involved with this Board or Commission? I am a new member to the community and because of my expertise, I believe I can provide a good service to Cordova, the people, and the area's history. I am also interested in engaging and collaborating with other community members and helping display and preserve Cordova's unique historical character.	
What experiences have you had, and/or what credentials do you possess, that would make your membership beneficial to the board or commission? I have over 10 years of professional work experience as a archaeologist, I have a BS in Anthropology from Kansas State University and a MA in Applied Archaeology from Northern Arizona University, and I have written several professional articles covering a variety of archaeological subjects.	
Applications can be dropped off at City Hall or emailed to: cityclerk@cityofcordova.net	
Board/Commission Application Revised: 10/2019	

Pending Agenda (PA) Primer

What is Pending Agenda?

A list of topics that Council wants to explore in the future (these are Pending, for an Agenda).

These topics might be worthy of an agenda item at a regular/special meeting (if there is a specific action being requested).

These topics might be worthy of a work session when Council can discuss at more length and come to a consensus about direction to staff to bring an action back.

How do you get something ON Pending Agenda?

During PA, a Council member can suggest a topic to add to PA. At that time, a second Council member, the Mayor or the City Manager can act as the second who agrees to add the item to the Pending Agenda List.

How do you get something OFF Pending Agenda?

During PA, a Council member can mention a topic that is on the list of topics and name a **specific date** to hear the item, either as an action item on a regular/special meeting or as a discussion item for a work session. If this occurs, a second member is still required, and the member(s) should clearly articulate the action intended or the specific topic for discussion and set a specific date.

Quarterly, we will go through all the items listed on PA and purge the ones that no longer seem practical or that have been handled already.

What is NOT appropriate for Pending Agenda?

Sometimes items are considered for PA but are more appropriately tasks for the Clerk or Manager. These items might warrant Council action in the future, and if so, will be brought back when that is necessary. A consensus of the entire body is required to task the Manager or Clerk with something specific.

The PA part of the meeting sometimes becomes a more detailed discussion of an item being proposed. Council should refrain from the extraneous discussion of a topic at this time and instead clearly state the item, get agreement of a second, and it will be added to the list. Obviously, sometimes a short discussion is required in order to articulate the detail of what is being added.



City Council of the City of Cordova, Alaska

Pending Agenda

April 6, 2022 Regular Council Meeting

A. Future agenda items - topics put on PA with no specific date for inclusion on an agenda

initially put on or revisited

- | | |
|---|-----------|
| 1) Plan/schedule for departmental site visits/work sessions – summer 2021. | 3/17/2021 |
| 2) Ordinance change (Title 4) before a new CBA gets negotiated - so Council has a role in approval process | 2/17/2021 |
| 3) Public Safety Resources - discussion | 1/20/2021 |
| 4) City addressing - ongoing project winter/spring 2022 | 11/4/2020 |
| 5) City Manager authority re: purchases/contracts and whether budgeted/unbudgeted - new finance director | 2/19/2020 |
| 6) Council discussion/direction to Planning and Zoning Commission re sale of City owned residential lots | 11/3/2021 |
| * this to occur in 2022 when Planning Commission begins work on land disposal maps | |
| 7) Council discussion about incentives for investment in Cordova | 11/3/2021 |
| 8) Revenues/financial planning/sales tax cap discussion - February 2022 | 12/1/2021 |

B. Resolutions, Ordinances, other items that have been referred to staff

date referred

- | | |
|---|------------|
| 1) Res 03-22-05 adopting 2022 land disposal maps-referred until amendments to 5.22 come before Council | 3/2/2022 |
| 2) Disposal of PWSSC Bldg - referred until more of a plan for north harbor so the term of RFP would be known | 1/19/2022 |
| 3) Res 11-21-42 placing ballot prop to change Council seats to undesignated (after 2022 state election) | 11/17/2021 |
| 4) Res 03-21-13 support for snow avalanche and landslide hazards assessment | 3/17/2021 |
| 5) Disposal of ASLS 79-258 - motion to put out for proposals was referred to staff after an e.s. | 9/16/2020 |
| 6) Res 05-20-18 re CCMC sale committee | 5/6/2020 |
| 7) Res 12-18-36 re E-911, will be back when a plan has been made | 12/19/2018 |

C. Upcoming Meetings, agenda items and/or events: with specific dates

- 1) Capital Priorities List Resolution (03-22-03) is in each packet - if 2 council members want to revisit the resolution they should mention that at Pending Agenda and it can be included in the next packet for action
- 2) Staff quarterly reports will be in the following packets:

4/20/2022	7/20/2022	10/19/2022	1/18/2023
------------------	------------------	-------------------	------------------
- 3) Joint City Council and School Board Meetings - twice per year, April & October

6pm before Council mtg **4/20/2022**
6pm @ CHS before Sch Bd mtg **Oct. or Nov. 2022**
- 4) Clerk's evaluation - each year in **Feb** (before Council changeover after election) - next **Feb '23**
- 5) Manager's evaluation - each year in **Jan** - next one Jan '23

D. Council adds items to Pending Agenda in this way:

item for action	tasking which staff: Manager/Clerk?	proposed date
1) ...		
2) ...		
3) ...		

Mayor Koplin or the City Manager can either agree to such an item and that will automatically place it on an agenda, or a second Council member can concur with the sponsoring Council member.



City Council of the City of Cordova, Alaska
Pending Agenda
April 6, 2022 Regular Council Meeting

E. Membership of existing advisory committees of Council formed by resolution:

- 1) Fisheries Advisory Committee:**
- | | | |
|--|---|--|
| re-auth res 01-20-04 approved Jan 15, 2020 | 1-John Williams (fisheries educ/Mar Adv Prgm) | 2-Jeremy Botz (ADF&G) |
| auth res 04-03-45 approved Apr 16, 2003 | 3-vacant (processor rep) | 4-Jim Holley (marine transportation/AML) |
| | 5-Chelsea Haisman (fish union/CDFU) | 6-Tommy Sheridan (aquaculture) |
- 2) Cordova Trails Committee:**
- | | | |
|----------------------------------|--------------------|-----------------|
| re-auth res 11-18-29 app 11/7/18 | 1-Elizabeth Senear | 2-Toni Godes |
| auth res 11-09-65 app 12/2/09 | 3-Dave Zastrow | 4-Ryan Schuetze |
| | 5-Wendy Ranney | 6-Michelle Hahn |
- 3) Fisheries Development Committee:**
- | | | | |
|----------------------------------|-------------------|-----------------|------------------|
| authorizing resolution 12-16-43 | 1-Warren Chappell | 2-Andy Craig | 3-Bobby Linville |
| reauthorization via Res 11-19-51 | 4-Gus Linville | 5-vacant | 6-Bob Smith |
| approved 11/20/2019 | 7- Ron Blake | 8- John Whissel | |

F. City of Cordova appointed reps to various non-City Boards/Councils/Committees:

- 1) Prince William Sound Regional Citizens Advisory Council**
- | | | |
|----------------------|-------------------------|------------------------------|
| Robert Beedle | re-appointed March 2022 | 2 year term until March 2024 |
| | re-appointed March 2020 | |
| | re-appointed June 2018 | |
| | re-appointed March 2016 | |
| | re-appointed March 2014 | |
| | appointed April 2013 | |
- 2) Prince William Sound Aquaculture Corporation Board of Directors**
- | | | |
|-------------------|--|-----------------------------|
| Tom Bailer | re-appointed October 2021 | 3 year term until Sept 2024 |
| | re-appointed October 2018 | |
| | appointed February 2017-filled a vacancy | |
- 3) Southeast Conference AMHS Reform Project Steering Committee**
- | | | |
|----------------------|----------------------|-----------------------------|
| Mike Anderson | appointed April 2016 | until completion of project |
| Sylvia Lange | alternate | |

**CITY OF CORDOVA, ALASKA
RESOLUTION 03-22-03**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
DESIGNATING CAPITAL IMPROVEMENT PROJECTS**

WHEREAS, the Cordova City Council has identified several Capital Improvement projects that will benefit the citizens of Cordova, and in several cases the entirety of Prince William Sound; and

WHEREAS, the Council of the City of Cordova has identified the following Capital Improvement projects as being critical to the future well-being and economy of Cordova and the surrounding area:

1. Port and Harbor Renovations
 - a. South Harbor replacement (G, H & J floats priority)
 - b. Harbor basin expansion
 - c. General upgrades (north harbor sidewalks, waste oil building, harbor crane)
2. Upgrade Community Water Supply
 - a. Extend City water supply to 6-mile
3. Large Vessel Maintenance Facility
 - a. Shipyard building
 - b. Shipyard expansion and improvements
4. Public Safety Building
5. Road Improvements / ADA Sidewalk Improvements
 - a. Second Street
 - b. 6th & 7th Streets sidewalk/drainage project
 - c. Ferry terminal sidewalk
 - d. General street and sidewalk improvements

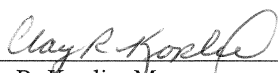
and;

WHEREAS, some or all of these projects will be submitted to State or Federal legislators and/or agencies as Capital Improvement projects for the City of Cordova, Alaska.

NOW, THEREFORE, BE IT RESOLVED THAT the Council of the City of Cordova, Alaska, hereby designates and prioritizes the above listed projects as Capital Improvement projects.

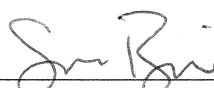
PASSED AND APPROVED THIS 2nd DAY OF MARCH 2022





Clay R. Koplin, Mayor





ATTEST:



Susan Bourgeois, CMC, City Clerk

April 2022

CALENDAR MONTH **APRIL**
CALENDAR YEAR **2022**
1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1 	2
3	4	5	6 7:00 Council reg mtg CCAB	7	8	9
10	11	12 6:30 P&Z CCAB	13 6:00 Harbor Cms CCAB 7:00 Sch Bd HSL	14	15 	16
17 	18	19 6:00 CTC Board Meeting CCER	20 7:00 Council reg mtg CCAB	21	22  Earth Day	23
24	25	26 6:00 P&R CCAB	27 6:00 CEC Board Meeting	28 6:00 CCMCAB HCR	29	30
1	2	Notes				

Legend:
CCAB-Community Rms A&B
HSL-High School Library


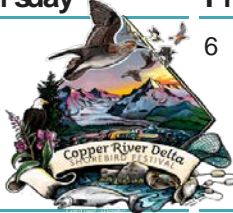



CCA-Community Rm A
CCB-Community Rm B
CCM-Mayor's Conf Rm
CCER-Education Room

LN-Library Fireplace Nook
CRG-Copper River Gallery
HCR-CCMC Conference Room

Cncl - 1st & 3rd Wed
P&Z - 2nd Tues
SchBd, Hrb Cms - 2nd Wed
CTC - 3rd Tues
P&R - last Tues
CEC - 4th Wed
CCMCA Bd - last Thurs

May 2022

CALENDAR MONTH **MAY**
CALENDAR YEAR **2022**
1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	
1	2	3	4	5	6	
			7:00 Council reg mtg CCAB		MAY 5TH-8TH, 2022	
8	9	10	11	12	13	14
		6:30 P&Z CCAB	6:00 Harbor Cms CCAB 7:00 Sch Bd HSL			
15	16	17	18	19	20	21
		6:00 CTC Board Meeting CCER	7:00 Council reg mtg CCAB			
22	23	24	25	26	27	28
			6:00 CEC Board Meeting	6:00 CCMCAB HCR		
29	30	31	1	2	3	4
						
	City Hall Closed Memorial Day Holiday 5/30	6:00 P&R CCAB				
5	6					

Notes

Legend:

CCAB-Community Rms A&B
HSL-High School Library

CCA-Community Rm A
CCB-Community Rm B
CCM-Mayor's Conf Rm
CCER-Education Room

LN-Library Fireplace Nook
CRG-Copper River Gallery
HCR-CCMC Conference Room

Cncl - 1st & 3rd Wed
P&Z - 2nd Tues
SchBd, Hrb Cms - 2nd Wed
CTC - 3rd Tues
P&R - last Tues
CEC - 4th Wed
CCMCA Bd - last Thurs

City of Cordova, Alaska Elected Officials & Appointed Members of City Boards and Commissions

Mayor and City Council - Elected

seat/length of term	email	Date Elected	Term Expires
Mayor:	David Allison	March 1, 2022	March-25
3 years	Mayor@cityofcordova.net		
Council members:			
Seat A:	Tom Bailer	March 1, 2022	March-25
3 years	CouncilSeatA@cityofcordova.net	March 5, 2019	
Seat B:	Cathy Sherman, Vice Mayor	March 3, 2020	March-23
3 years	CouncilSeatB@cityofcordova.net		
Seat C:	Jeff Guard	Mar 3, 2020	March-23
3 years	CouncilSeatC@cityofcordova.net	Mar 5, 2017	
Seat D:	Melina Meyer	March 2, 2021	March-24
3 years	CouncilSeatD@cityofcordova.net	March 6, 2018	
Seat E:	Anne Schaefer	March 2, 2021	March-24
3 years	CouncilSeatE@cityofcordova.net	March 6, 2018 December 6, 2017	elected by cncl
Seat F:	Kristin Carpenter	March 1, 2022	March-25
3 years	CouncilSeatF@cityofcordova.net		
Seat G:	Ken Jones	March 1, 2022	March-25
3 years	CouncilSeatG@cityofcordova.net		

Cordova School District School Board of Education - Elected

length of term		Date Elected	Term Expires
3 years	Barb Jewell, President	Mar 1, 2022, Mar 5, 2013, Mar 1, 2016, Mar 5, 2019	March-25
	bjewell@cordovasd.org		
3 years	Henk Kruithof	March 2, 2021	March-24
	hkruithof@cordovasd.org		
3 years	Terri Stavig	March 1, 2022	March-25
	tstavig@cordovasd.org		
3 years	Peter Hoepfner	Mar 7, 2006, Mar 3, 2009, Mar 6, 2012, Mar 3, 2015, Mar 6, 2018, Mar 2, 2021	March-24
	phoepfner@cordovasd.org		
3 years	Sheryl Glasen	Mar 4, 2014, Mar 7, 2017, Mar 3, 2020	March-23
	saglasen@cordovasd.org		

seat up for re-election in 2023

vacant

board/commission chair

seat up for re-appt in Nov 22

City of Cordova, Alaska Elected Officials & Appointed Members of City Boards and Commissions

CCMC Authority - Board of Directors - Elected

length of term		Date Elected	Term Expires
3 years	Linnea Ronnegard, Chair CCMCBoardSeatC@cdvcmc.com	Mar 6, 2018, Mar 2, 2021	March-24
3 years	Ann Linville CCMCBoardSeatA@cdvcmc.com	March 1, 2022	March-25
3 years	Chris Iannazzone CCMCBoardSeatB@cdvcmc.com	March 24, 2022 <small>term until 3/25 but up for 2-yr trm 3/23</small>	<u>March-23</u> <u>March-25</u>
3 years	Liz Senear CCMCBoardSeatD@cdvcmc.com	March 2, 2021 <small>elected by board to fill until 3/23 election</small>	March-24
3 years	Kelsey Appleton Hayden CCMCBoardSeatE@cdvcmc.com	March 3, 2020	March-23

Library Board - Appointed

length of term		Date Appointed	Term Expires
3 years	Mary Anne Bishop, Chair	Nov '06, '10, '13, '16 & '19	November-22
3 years	Debra Adams	Dec '21	November-24
3 years	Sherman Powell	June '18, Feb '20	November-22
3 years	Arisa Pearson	December-20	November-23
3 years	Krysta Williams	Feb '18, Dec '20	November-23

Planning Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Nancy Bird, Chair	Nov '16, '19	November-22
3 years	Mark Hall, Vice Chair	Nov '19	November-22
3 years	Sarah Trumblee	Dec '20	November-23
3 years	Tania Harrison	Mar '22	November-24
3 years	Tom McGann	Feb '21	November-23
3 years	Chris Bolin	Sep '17, Nov '18 Dec '21	November-24
3 years	Trae Lohse	Nov '18, Dec '20	November-23

seat up for re-appt in Nov 22

vacant

seat up for re-election in 2023

board/commission chair

City of Cordova, Alaska Elected Officials & Appointed Members of City Boards and Commissions

Harbor Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Mike Babic	Nov '17, Dec '20	November-23
3 years	Andy Craig	Nov '16, '19	November-22
3 years	Max Wiese	Mar '11, Jan '14, Nov '17, Dec '20	November-23
3 years	Ken Jones	Feb '13, Nov '16, Nov '19	November-22
3 years	Christa Hoover	Dec '21	November-24

Parks and Recreation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Wendy Ranney, Chair	Aug '14, Nov '15, Nov '18, Dec '21	November-24
3 years	Henk Kruithof	Nov '19	November-22
3 years	Aaron Hansen	Dec '21	November-24
3 years	Kirsti Jurica	Nov '18, Dec '21	November-23
3 years	Marvin VanDenBroek	Feb '14, Nov '16, Nov '19	November-22
3 years	Karen Hallquist	Nov '13, '16, '19	November-22
3 years	Dave Zastrow	Sept '14, Feb '15, Nov '17, Dec '20	November-23

Historic Preservation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Cathy Sherman, Chair, professional historian	Aug '16, Nov '19	November-22
3 years	Heather Hall, professional archaeologist	Aug '16, Feb '20	November-22
3 years	Sylvia Lange, NVE member	Nov '19	November-22
3 years	, professional member		November-23
3 years	Wendy Ranney, historical society member	Nov '18, Dec '21	November-24
3 years	Nancy Bird, PC member	Nov '17, Nov '18 Dec '21	November-24
3 years	Jim Casement, public member	Nov '17, Dec '20	November-23

seat up for re-election in 2023	<i>vacant</i>
board/commission chair	
seat up for re-appt in Nov 22	