

Mayor

David Allison

Council Members

Tom Bailer

Cathy Sherman

Kasey Kinsman

Wendy Ranney

Anne Schaefer

Kristin Carpenter

Ken Jones

City Manager

Helen Howarth

City Clerk

Susan Bourgeois

Deputy Clerk

Tina Hammer

**Special City Council Meeting
November 8, 2023 @ 6:00pm
Cordova Center Community Rooms
Agenda**

A. Call to order

B. Roll call

Mayor David Allison, Council members Tom Bailer, Cathy Sherman, Kasey Kinsman, Wendy Ranney, Anne Schaefer, Kristin Carpenter, and Ken Jones

C. Approval of agenda..... (voice vote)

D. Disclosures of Conflicts of Interest and Ex Parte Communications

- conflicts as defined in 3.10.010 https://library.municode.com/ak/cordova/codes/code_of_ordinances should be declared, then Mayor rules on whether member should be recused, Council can overrule
- 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

E. Communications by and petitions from visitors

1. Audience Comments regarding agenda items..... **(3 minutes per speaker)**

F. Reports of Officers

2. Acting City Manager's Report

G. New Business

3. Resolution 11-23-32..... **(voice vote)(page 1)**

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

H. Audience participation

I. Council comments

J. Executive Session

3. Recommendations from Acting City Manager regarding Collective Bargaining Agreement negotiations, a subject which is a matter the immediate knowledge of which would clearly have an adverse effect upon the finances of the government
(this executive session may be held before agenda item 3)

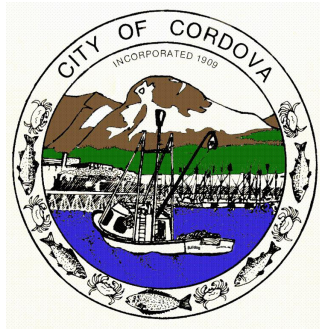
City Council is permitted to enter into an executive session if an explicit motion is made to do so calling out the subject to be discussed and if that subject falls into one of the 4 categories noted below. Therefore, even if specific agenda items are not listed under the Executive Session header on 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.

K. 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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AGENDA ITEM 3

City Council Meeting Date: November 8, 2023

CITY COUNCIL COMMUNICATION FORM

FROM: Acting City Manager

DATE: November 7, 2023

ITEM: Resolution 11-23-32 - Approval of the Collective Bargaining Agreement by and Between the City of Cordova and IBEW Local Union 1547

NEXT STEP: Vote on 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 11-23-32”

III. FISCAL IMPACTS: Fiscal impacts are reflected in Section 15.1 Pay Rates, Section 16.2.4 12-Hour Rotation for Eligible Police Department Positions, Section 16.5 Recognized City Holidays, Section 17.2.1 Premium Co-payments, Section 18.24 Cash Value of Sick Leave, and Appendix B Wage Scale.

IV. BACKGROUND INFORMATION: The most recent CBA is effective through December 31, 2023. Due to uncertainty from a post-COVID economy during that negotiation, the current contract included no provisions for cost of living adjustment (COLA) and was for less than a two-year period. Discussions during the current negotiations centered around the need to balance the high cost of living increase and the fiscal constraints of the City of Cordova.

The proposed agreement includes a wage adjustment in the first year of 4.6%. This is in line with the 2022 Anchorage CPIU of 5.4% and other public contract increases. It is well below the national inflation rate of 8% for 2022 and similar to the projected inflation rate for 2023. 4.6% COLA increases

personnel costs in 2024 by \$181,000.

Year 2 & 3 increase will be CPI-U with a minimum of 0% and a maximum of 5%. If CPI-U comes in at 5% or higher year 2 will increase \$196,000. Year 3's maximum would be \$206,000. The current projected rate for 2024 is less than 4%.

Section 16.2.4 provides for a 12-Hour Rotation for Eligible Police Department Positions and has the saving potential of \$50,000/year. This changes when an officer starts to receive overtime. Currently, it is everything in excess at 10/hours a day or 40/hours a week. Now it will be anything over 12/hours a day, or 80/hours in a two-week time period.

Additional changes in the contract are largely clarifying language with the exception of recognizing Juneteenth as a holiday.

**CITY OF CORDOVA, ALASKA
RESOLUTION 11-23-32**

**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 current collective bargaining agreement was approved on April 6, 2022 and is effective through December 31, 2023; and

WHEREAS, the recent negotiations through mutual good faith bargaining, resulted in a three (3) year contract to continue in full force and effect from January 1, 2024 through midnight, December 31, 2026; 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 2023 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 2024 COLLECTIVE BARGAINING AGREEMENT, as presented.

PASSED AND APPROVED THIS 8th DAY OF NOVEMBER 2023.

David Allison, Mayor

Attest:

Tina Hammer, Deputy Clerk

Collective Bargaining Agreement

by and between the

City of Cordova

and

IBEW Local Union 1547

representing

City Employees

Effective ~~April 16, 2022 – December 31, 2023~~ January 1, 2024 – December 31, 2026

City of Cordova Agreement

~~April 16, 2022 – December 31, 2023~~ January 1, 2024 – December 31, 2026

City of Cordova Agreement

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City of Cordova Agreement

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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, in Loco Parentis 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 twelve consecutive month period of time 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 ~~may will~~ be appointed by the Union for the following departments:

- ~~Water, Sewer, Refuse,~~ Public Works
- Library, ~~Finance~~ ~~City Hall,~~ ~~Clerical,~~ ~~Bidarki,~~ ~~Pool,~~ Museum, ~~Parks & Rec~~
- Police ~~and Fire~~
- 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). In the event an employee is promoted or laterally transferred during their probationary period, the probationary period does not restart.
- 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 Evaluation Periods~~

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

Sec. 9.1.1 Promoted ~~Evaluation~~ Probationary Period

All promoted employees, with the exception of Police Officer Candidates, are subject to a an evaluation 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 evaluation 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 twelve consecutive month period of time given calendar year. A temporary employee shall not work more than 8 hours in a day or 40 hours in a week unless overtime hours have been offered to regular employees. 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.

Employees may request a development plan be conducted to facilitate opportunities for advancement within the City. Any training identified in the development plan will follow the guidelines below which are outlined in City Code Chapter 4.24.020.

A. The city manager shall have overall responsibility for the development, administration and coordination of the employee development program and shall provide for the following:

1. Assist the department heads in developing and implementing employee development programs to meet the current and future needs of their departments and to increase employee efficiency;
2. Conduct or coordinate employee development programs to meet the common needs of all departments;
3. Maintain a file of current information and materials on job requirements, training opportunities, employee development manuals and other employee development literature;
4. Maintain a record of all training conducted and ensure that authorized employee development programs are properly administered;
5. Periodically analyze and evaluate the overall development needs of employees within the city service;
6. Assure that all employees receive consideration for appropriate training opportunities.
7. Assure that employee personnel files are updated upon successful completion of any employee development activities to ensure maximum consideration for placements, transfers and promotions;

B. Department heads shall provide active leadership in developing the employees under their supervision. In this capacity they shall:

1. Cooperate closely with the city manager in determining the current and future employee development needs in the department;
2. Participate with the city manager in developing and implementing employee development programs;
3. Budget sufficient funds to secure needed career development programs;
4. Assess the effectiveness of completed career development programs and make recommendations for improvement where appropriate;

- * 5. Assure that employees are provided with sufficient time to participate in career development programs.

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, 2024~~2~~. ~~Any retroactive payments will be paid no later than four pay periods after ratification by the bargaining unit and approval of City Council.~~

Effective January 1, 2025 there shall be an increase in the overall wage rate equal to one hundred percent (100%) of the Anchorage CPI-U, with a minimum of 0% and a maximum of 5%, as measured from January 1, 2023 to December 31, 2023 and Appendix B-Wage Appendix will be updated to reflect the increase.

Effective January 1, 2026 there shall be an increase in the overall wage rate equal to one hundred percent (100%) of the Anchorage CPI-U, with a minimum of 0% and a maximum of 5%, as measured from January 1, 2024 to December 31, 2024 and Appendix B-Wage Appendix will be updated to reflect the increase.

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 for a shift of 8 hours work or longer duration. If the employee is required by the City to work during the lunch period, the employee shall be paid for that period. When working a shift of 8 hours or longer, Employees will be allowed to take two 15-minute paid breaks to be spaced out between each 4 hour section of their shiftday. 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 unless the job site does not have restroom and water amenities nearby. The lunch hour may be one-half (1/2) hour if mutually agreed to by the Department Head and employee ~~City and a majority of the employees in the department.~~

Sec. 16.2.2 Paid Lunch Periods/Breaks for Police Officers, and Dispatchers Communications Clerks, Firefighter/Medics and Lifeguards

Given the nature of duties and scheduling of police officers ~~and dispatchers,~~ communications clerks, firefighter/medics and lifeguards,, police officers and dispatchers ~~these classifications will eat have paid lunch periods~~ 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.

Sec. 16.2.4 12-Hour Rotation Schedule for Eligible Police Department Positions

Should the organizational needs change, the parties agree that a rotating twelve (12) hour day schedule 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

- For a 5/8's schedule: 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 a 4/10's schedule: Overtime hours worked in excess of ten (10) 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.
- For a 12-hour rotating schedule for eligible Police Department positions: Overtime hours worked in excess of twelve (12) hours per day/eighty (80) hours in a 2-week pay period shall be paid at one and one-half (1-1/2) times the base rate of pay.

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)
Juneteenth (June 19)
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>Coverage</u>	<u>Contribution of Employee</u>
Employee	\$ 153.38 <u>122.78</u>
Employee/Spouse	\$ 339.99 <u>275.57</u>
Employee/Child(ren)	\$ 246.68 <u>219.26</u>
Family	\$ 431.57 <u>371.74</u>

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 an 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. 18.19.12 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 18.19.23 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 prior to the scheduled start of their shift~~ 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-Communications Clerk on duty~~ ~~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 total of 520 hours) (up to a maximum of \$5,000)~~ (up to a total of 520 hours) 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 ~~M~~anager 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~~ January 1, 2024 following ratification by the bargaining unit and Cordova City Council approval and shall continue in full force and effect through midnight, December 31, 2026~~3~~.

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.

City of Cordova Agreement

~~April 16, 2022 – December 31, 2023~~ January 1, 2024 – December 31, 2026

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**

Samantha Greenwood Date
Acting City Manager

Sheryl Glasen Date
City HR Director

William Earnhart Date
Attorney for City of Cordova

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

Diana Ruhl Date
Business Representative

Dusty Menefee Date
Business Representative

Micah Renfeldt Date
IBEW Bargaining Team Member

Chris Bolin Date
IBEW Bargaining Team Member

Brandy Griffith Date
IBEW Bargaining Team Member

Anne Farbman Date
IBEW Bargaining Team Member

CITY OF CORDOVA APPENDIX A - CLASSIFICATION GROUPS

Group	Classification Title(s)
<u>I</u>	<u>PUBLIC SAFETY SERGEANT</u>
H	PUBLIC SAFETY OFFICER (APSC CERTIFIED)
G	EQUIPMENT OPERATOR II
	LANDFILL FOREMAN
	SHOP MECHANIC II
	SEWER/WATER TECH II
	<u>FIREFIGHTER/MEDIC II</u>
F	SEWER/WATER TECH I
	MAINTENANCE FOREMAN
	HARBOR OPS FOREMAN
	FIREFIGHTER/MEDIC <u>I</u>
	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
	<u>PARKS/REC & POOL OPS. LEADER</u>
	TECHNOLOGY LEADER
	CURATOR OF COLLECTIONS AND EXHIBITS
B	LABORER/MAINT. I
	<u>PARKS/REC & POOL OPS. LEADER</u>
	CUSTODIAN
A	GENERAL OFFICE CLERK
	MUSEUM/LIBRARY ASSISTANT

City of Cordova Agreement

~~April 16, 2022 – December 31, 2023~~January 1, 2024 – December 31, 2026

	LIFEGUARD
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CITY OF CORDOVA APPENDIX B - WAGE APPENDIX

GROUP		LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL
	ENTRY	1	2	3	4	5	6	7	8	9	10
GROUP I	34.15	\$35.52	\$36.94	\$38.42	\$39.96	\$41.56	\$43.22	\$44.95	\$46.75	\$48.62	\$50.56
GROUP H	33.20	\$34.53	\$35.91	\$37.35	\$38.84	\$40.39	\$42.01	\$43.69	\$45.44	\$47.26	\$49.15
GROUP G	27.68	\$28.79	\$29.94	\$31.14	\$32.39	\$33.69	\$35.04	\$36.44	\$37.90	\$39.42	\$41.00
GROUP F	25.23	\$26.24	\$27.29	\$28.38	\$29.52	\$30.70	\$31.93	\$33.21	\$34.54	\$35.92	\$37.36
GROUP E	24.54	\$25.52	\$26.54	\$27.60	\$28.70	\$29.85	\$31.04	\$32.28	\$33.57	\$34.91	\$36.31
GROUP D	23.56	\$24.50	\$25.48	\$26.50	\$27.56	\$28.66	\$29.81	\$31.00	\$32.24	\$33.53	\$34.87
GROUP C	22.61	\$23.51	\$24.45	\$25.43	\$26.45	\$27.51	\$28.61	\$29.75	\$30.94	\$32.18	\$33.47
GROUP B	21.71	\$22.58	\$23.48	\$24.42	\$25.40	\$26.42	\$27.48	\$28.58	\$29.72	\$30.91	\$32.15
GROUP A	20.85	\$21.68	\$22.55	\$23.45	\$24.39	\$25.37	\$26.38	\$27.44	\$28.54	\$29.68	\$30.87