

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2020-27

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT BETWEEN THE CITY OF UNALASKA AND THE INLAND BOATMEN'S UNION OF THE PACIFIC, ALASKA REGION, REPRESENTING DEPARTMENT OF PORTS EMPLOYEES.

WHEREAS, the Unalaska City Council is required to approve all collective bargaining agreements; and

WHEREAS, the City Manager negotiated a collective bargaining agreement with the Inland Boatmen's Union of the Pacific, Alaska Region, representing the City of Unalaska Department of Ports Employees.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to sign the agreement between the City of Unalaska and the Inland Boatmen's Union of the Pacific, Alaska Region, representing the Department of Ports Employees.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on May 12, 2020.


Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:


Marjie Veeder, CMC
City Clerk



MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: J. R. Pearson, Assistant City Manager
Through: Erin Reinders, City Manager
Date: May 12, 2020
Re: Resolution 2020-27 Authorizing the City Manager to Sign the Agreement between the City of Unalaska and the Inland Boatmen's Union of the Pacific, Alaska Region, Representing Department of Ports Employees

SUMMARY: The tentative agreement between the Inland Boatmen's Union (IBU) and the City was brought before Council on April 28, 2020 in Executive Session. The financial implications of the tentative agreement stayed within goals that were discussed in the April 14, 2020 Executive Session. IBU membership ratified the agreement on May 1, 2020.

PREVIOUS COUNCIL ACTION: City Council approved the current collective bargaining agreement (CBA) with IBU on May 23, 2017.

BACKGROUND: The IBU represents the Harbor Officer and Billing & Scheduling Clerk positions in the Department of Ports. The City's CBA with IBU expires on June 30, 2020. The proposed CBA would be effective July 1, 2020 through June 30, 2023.

DISCUSSION: Changes were made to comply with Janus law, along with some administrative changes, and the wage scale was adjusted. No operational changes were made. Positive outcomes of the negotiations included:

- COLA was set at 2%, which was within the goals that were set before negotiations;
- The table was shifted so that current employees will receive an additional 3% increase on July 1, 2020, but remain on the same step, providing them an extra year on the wage scale; and
- With the scale shifted, the entry wage is a much more competitive 5% increase.

IBU members ratified the agreement unanimously on May 1, 2020.

ALTERNATIVES: Council could choose not to accept the proposed CBA with IBU. Staff remains open to Council recommendations.

FINANCIAL IMPLICATIONS: An agreement was reached that established a 2% COLA and regularly scheduled merit increases. If COLA is not included, the estimated payroll cost over the three-year term of the agreement is \$1,917,530; including COLA raises the estimate to \$1,960,431. The Operating Budget will be adjusted accordingly when the CBA is signed.

LEGAL: Staff consulted with City Attorney who provided review of the current IBU CBA with suggested sections and language modifications.

STAFF RECOMMENDATION: Staff recommends adoption of Resolution 2020-27.

PROPOSED MOTION: I move to adopt Resolution 2020-27.

CITY MANAGER COMMENTS: I support adoption of Resolution 2020-27.

ATTACHMENTS: Ratified IBU Agreement

**COLLECTIVE BARGAINING
AGREEMENT**

By and Between

THE CITY OF UNALASKA

And

Department of Ports and Harbors

**INLANDBOATMEN'S UNION OF THE PACIFIC,
ALASKA REGION**

Term:

July 1, 2020 – June 30, 2023

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**AGREEMENT BETWEEN
THE CITY OF UNALASKA
AND
IBUP, Alaska Region**

PREAMBLE

This Agreement is made and entered into by and between the City of Unalaska, Alaska, for its Port Department operation, hereinafter referred to as the “Employer” or the “City” and the Inland Boatmen’s Union of the Pacific, Alaska Region, hereinafter referred to as the “Union.” The purpose of this Agreement is to set forth the understanding reached between the Parties with respect to wages, hours of work and conditions of employment.

The City and the Union agree to promote harmonious and cooperative relations between the City and employees covered by this Agreement.

ARTICLE 1 - PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment. The intent of this Agreement is to prevent strikes and lockouts, to stabilize conditions in work in the area affected by this Agreement, to prevent avoidable delays and expense, and generally to encourage a spirit of helpful cooperation between and the Employer and the employee group to their mutual advantage.

ARTICLE 2 – RECOGNITION

The City hereby recognizes, during the term of this Agreement, the Union as the sole and exclusive bargaining representative for the Port Department employees performing work covered by the classifications set forth in this Agreement.

ARTICLE 3 - UNION SECURITY

3.1 All employees covered by this Agreement may voluntarily elect to become and remain members in good standing with the Union by filing an application to join the Union. The tender of initiation fees and payment of periodic dues and assessments uniformly required as a condition of retaining Union membership shall constitute good standing in the Union for the purpose of this section.

3.2 The shop steward will have an opportunity to meet with all new hires during orientation for the positions that comprise the “Bargaining Unit.” See Article 18.

ARTICLE 4 - CHECK-OFF OF UNION DUES AND INITIATION FEES

4.1 The total amount of such deductions shall be transmitted at least once a month by the Employer to the Local Union by check drawn to the order of the Local Union. In conjunction with transmitting deductions to the Union, the Employer agrees to provide a complete list of employees upon whose behalf deductions were made, and the amount deducted by employee.

4.2 Upon the issue of such check and transmission of same to the Union, all responsibility on the part of the Employer shall cease with respect to any amount so deducted, The Union hereby undertakes to indemnify and hold harmless the Employer from any claim that may be made upon it for or on account of any such deduction from the wages of any employee.

4.3 Inquiries from employees about Union dues, fees, membership, and dues check off authorizations will be directed to the Union; provided, however, that the Employer shall not be required to refer to the Union inquiries relating solely to the Employer's administrative responsibilities regarding the written authorization and revocation forms described in this Article.

ARTICLE 5 - NONDISCRIMINATION

There shall be no discrimination because of Union membership or lack thereof, race, color, religion, sex, age, national origin, physical handicap, marital status, changes in marital status, pregnancy or parenthood in accordance with current statutes. Where the masculine or feminine gender is used in this Agreement it is used solely for the purpose of illustration and shall not be construed to indicate the gender of any employee or job applicant.

ARTICLE 6 - MANAGEMENT'S RIGHTS

The Employer retains the right to manage the affairs of the City and to direct its work force. Unless otherwise specifically provided in this Agreement, nothing shall limit the Employer in the exercise of rights of management. The City reserves all rights granted to it by the Alaska Public Employment Relations Act, unless such right has been clearly and unmistakably waived by an express provision of this Agreement.

ARTICLE 7 - MEMBERSHIP RIGHTS

7.1 The Union assumes all obligations and responsibility for the continued membership of their members and the collection of their dues. The Union shall retain the right to discipline its members at all times. No employee shall be discriminated against for the upholding of union principles or for serving on a committee and he shall not lose his position or be discriminated against for this reason.

7.2 The Employer agrees that it will not attempt to interfere between any of its employees and the Union and that it will not restrain any employee from belonging to the Union or from taking an active part in Union affairs, and it will not discriminate against any employee because of his or her Union membership or lawful Union activity.

ARTICLE 8 - DISCIPLINARY ACTIONS

The Employer retains the right to discipline and/or discharge an employee for just cause. Just cause includes, but is not limited to, offenses such as drunkenness on the job, theft, fighting, assault of employee or supervisor, insubordination, gross disobedience, absence of an employee for three (3) consecutive working days without approval, and habitual absenteeism. The Employer agrees to notify the designated Union representative in writing of the reason for such discipline and/or discharge. In administering discipline, up to and including discharge, the Employer shall ordinarily follow the principles of progressive discipline utilizing the following measures:

- 1st Offense - Verbal reprimand
- 2nd Offense - Written reprimand
- 3rd Offense - Suspension
- 4th Offense - Termination

It is recognized that the level of discipline needed depends upon a variety of circumstances including the nature and severity of the offense. Therefore, when the employee's misconduct is of a serious nature the Employer may invoke the progressive step that is applicable. Prior disciplinary action shall not be considered if it is remote in time from the present offense. If a prior offense is unrelated to the present problem it will not be considered unless the employee has had repeated disciplinary problems. If the Union fails to grieve any disciplinary actions within fourteen (14) calendar days of the receipt of the notification by the Union, the Union's right to grieve or arbitrate such action is forfeited. This article does not apply to probationary employees. The City may discharge probationary employees for any reason at any time.

ARTICLE 9 -SHOP STEWARD, GRIEVANCE PROCEDURE AND ARBITRATION

9.1 The Union will notify the Employer in writing of the name of its authorized shop steward(s). The employer will not be held responsible for recognizing and/or using any steward so designated until the Employer has received written notice that the individual no longer serves in the capacity of shop steward, nor for refusing to recognize and/or use any shop steward whose name has not been provided in writing to the employer.

9.2 A grievance is defined as any disagreement between the City and the Union involving the interpretation or application of this agreement.

9.3 It is the intent of this grievance procedure to settle all disputes or complaints at the lowest level possible. The City and the Union will make every reasonable effort to informally resolve the grievance. The procedure for the resolution of grievances is hereby provided. When a situation arises, which becomes a basis for a grievance, the employee, the Union, and the City will make every effort possible to informally resolve the grievance. In the event that the problem cannot be thereby resolved, the grievance shall be reduced to writing within fourteen (14) calendar days of the time that the employee or the Union knew or should have known of the alleged violation and the following procedure will be used. The grievance must be submitted on the approved Union grievance form and signed by the authorized shop steward.

Step 1: The written grievance shall be distributed to both the appropriate director and the responsible supervisor. The Employer shall have fourteen (14) calendar days from receipt of the written grievance to respond to the Union with a written decision.

Step 2: Upon receipt of a denial of the grievance, the Union shall have fourteen (14) calendar days in which to notify the City Manager in writing that the grievance is unresolved. If notification is given, then the Union and the City Manager shall meet within fourteen (14) calendar days of that notice.

Step 3: In the event that the grievance is not resolved in Step 2, the Union shall within fourteen (14) calendar days provide a written request for arbitration to the City.

9.4 If a timely request for arbitration is tendered, the Union and the City Manager shall exchange lists of not more than seven (7) names of suggested arbitrators, and shall within fourteen (14) calendar days agree on a mutually acceptable arbitrator. If no agreement can be reached within fourteen (14) calendar days, the parties shall select an arbitrator by the striking method from a list of arbitrators supplied to the parties by the American Arbitration Association. The arbitrator shall be selected within fourteen (14) calendar days from receipt of the list. The order for striking shall be determined by a toss of the coin. The Union representative shall toss the coin and the management representative shall call out his choice. Arbitration shall commence as soon as is reasonably possible following the appointment of the arbitrator.

9.5 The arbitrator shall conduct a hearing according to generally accepted standards and procedures for grievance arbitration. The arbitrator shall have no authority to add to, alter, delete, or modify any provision of this Agreement or issue any award on a matter not raised in the grievance filed by the Union. The decision of the arbitrator shall be final and binding on the parties. In the application of this Article, "calendar days" shall exclude recognized City holidays. Nothing in this section shall be construed to prevent settlement of a grievance by mutual agreement of the parties at any time. The expenses of the arbitrator shall be borne by the non-prevailing party. This Article does not apply to probationary or temporary employees. All grievances and arbitration cases

pending at the time of execution of this Agreement shall be subject to all conditions of this grievance procedure, including time constraints.

9.6 At each step, the time requirements may be extended by mutual agreement in writing. Failure of either party to follow the time limits herein shall allow the other party to proceed to the next step, if they so choose.

ARTICLE 10 - TENURE & SENIORITY

10.1 Seniority is defined as the length of service as an employee in the Port Department. For the purpose of fringe benefits, an employee's hire date with the City will apply.

Employee seniority shall be terminated by the following conditions:

10.11 the employee is discharged for just cause;

10.12 the employee quits;

10.13 Failure to return from a leave of absence or vacation on agreed date unless approval has been obtained from the Department Director. Should a bona fide emergency occur and prior approval cannot be obtained, it shall be the responsibility of the employee to submit evidence that such emergency occurred. The employee must in any case, notify the Employer within two (2) working days of such emergency, and the expected duration of the absence.

10.14 The employee fails to report to work within fifteen (15) days after being recalled in accordance with the provisions of Article 12: Layoff and Recall; or

10.15 Is on layoff for a continuous period of twelve (12) months.

10.16 All things considered equal, an employee's seniority will be the determining factor in promotions. In all cases, promotions shall be made at the discretion of the Port Director.

ARTICLE 11 - PROBATIONARY PERIOD AND POSITION STATUS

11.1 The probationary period for employees shall be the first six (6) months of employment. The rating officer may be the employee's immediate supervisor but any evaluation shall be subject to review and approval by the Port Director. If no evaluation is performed, performance is deemed to be satisfactory.

11.2 During the 6-month initial probationary period employees are precluded from grieving any disciplinary action, including termination.

11.3 Temporary employment assignments shall not extend beyond 120 days. No benefits or access to the grievance procedure are available to temporary employees. Should the Employer determine a need to continue an individual in a temporary employment assignment beyond 120 days, written agreement from the Union shall be required.

ARTICLE 12 - LAYOFF & RECALL

12.1 When the Employer determines the need for a decrease in the work force, employees shall be laid off in the reverse order of seniority, provided the senior employees have the ability and qualifications to perform the required work.

12.2 An employee who is on layoff status will continue to have recall rights for a period of twelve (12) months following the date of layoff. It shall be the responsibility of each employee who is laid off to notify the Employer immediately of any change of address and/or telephone number.

12.3 When the Employer determines the need for an increase in the work force, it shall recall employees on layoff status in the order of their seniority, provided the senior employees have the ability and qualifications to perform the required work.

12.4 A regular full-time employee shall be given in writing a four-week notice prior to layoff. If for any reason this is not possible, four (4) weeks' severance pay in lieu of notice shall be given to the employee.

12.5 Regular part-time employees who are members in good standing are subject to recall as outlined above.

ARTICLE 13 - TRAVEL ALLOWANCE

Upon completion of twelve (12) consecutive months of service and once during each anniversary year thereafter, regular full-time employees shall receive a travel allowance in the amount of \$2,000, less applicable withholdings. Upon completion of 12 consecutive months of regular part-time service and once during each anniversary year thereafter, regular part time employees shall receive a travel allowance in the amount of \$1,000, less applicable withholdings. If the status of a regular part-time employee changes to regular full-time within the anniversary year, the employee will receive a travel allowance in proportion to an equivalent full-time position. Only regular full and part-time employees are eligible for this bonus the travel allowance will be paid on the pay period immediately following the employee's anniversary date.

ARTICLE 14 - LEAVE

14.1 Personal Leave Accrual Rates

- A.** Regular full-time employees who began employment with the City after March 25, 2003 shall accrue personal leave commencing with their first date of employment in a non-temporary position at the following rates:
- (1) First and second years of service beginning on the date of hire and ending on the date before the second anniversary date: 16 hours per month.
 - (2) Third and fourth years of service beginning on the second anniversary date and ending on the date before the fourth anniversary date: 20 hours per month.
 - (3) Fifth and sixth years of service beginning on the fourth anniversary date and ending on the date before the sixth anniversary date: 24 hours per month.
 - (4) Seventh and eighth years of service beginning on the sixth anniversary date and ending on the date before the eighth anniversary date: 28 hours per month.
 - (5) Ninth year of service beginning on the eighth anniversary date and ending on the date of separation from City services: 32 hours per month.
- B.** If an employee's accrued personal leave exceeds 768 hours on December 15, personal leave in excess of 768 hours shall be cashed out and included in the employee's paycheck for the pay period ending December 15. Employees will not lose leave or stop accruing leave under this process. This payment for unused personal leave in excess of 768 hours does not affect the twice-yearly leave cash-out provisions outlined in Article 14.1K.
- C.** Personal leave accrual while employee is on paid leave: Personal leave continues to accrue during the period of time an employee is on paid leave. Personal leave does not accrue during the time an employee is on leave without pay, except as outlined in Unalaska Code of Ordinance Title III.
- D.** Computation of personal leave accrual for regular part-time employees: All regular part-time employees shall accrue half of an equivalent full-time position

- E.** Personal leave accrual does not apply to temporary employees: Employees hired by temporary appointment shall not accrue personal leave.
- F.** Use of personal leave for sick leave purposes: Accrued personal leave may be used when the employee is sick or injured both during and after the employee's probationary period. Any absence on personal leave for sick leave purposes may be required to be certified by a licensed medical professional.
- G.** An employee may receive donated leave from another City Employee provided the receiving employee is seriously ill or injured, or has an immediate family member who is seriously ill or injured, or is attending to a death in his or her immediate family or is eligible for Family and Medical Leave under State or Federal laws or is under the care of a physician and has exhausted all personal leave. An employee may also receive donated leave from another City employee when the employee's absence from duty is necessary for Union business. Personal leave which is being donated under this Section shall be donated at the donating employee's current rate of pay and converted into hours at the receiving employee's rate of pay and added to the receiving employees personal leave bank. The donated personal leave shall be subject to all taxation and contributions required of all payroll compensation and shall be borne by the employee to whom the personal leave is being donated. Any unused donated leave will remain with the recipient.
- H.** Use of personal leave for purposes other than sick leave: An employee may use accrued personal leave for purposes other than sick leave only upon successful completion of the probationary period; however, an employee may be granted early personal leave benefits for purposes other than sick leave due to extraordinary circumstances, as determined by the Port Director. The employee has the right to use accrued personal leave for purposes other than sick leave, but he or she does not have the right to determine when personal leave may be used for those purposes. Regular employees shall be allowed to use any amount of accrued leave for non-sick leave purposes at any time desired that will not be detrimental to department operations, as determined by the Port Director. The longer the period of leave requested for non-sick leave purposes, the longer should be the advance notice to enable scheduling.
- I.** Amount of personal leave that must be taken annually: At least eighty (80) hours of leave must be used after the first complete calendar year worked and every calendar year thereafter. However, when in the opinion of the Port Director it is not feasible nor in the best interest of the City to grant leave to an employee, the annual personal leave use requirement shall be temporarily suspended in such cases.

- J.** Personal leave cash-in: An employee may cash in personal leave two times per fiscal year, provided that the employee shall retain at least eighty (80) hours of leave in his or her account. Cash in lieu of personal leave shall be subject to all taxation and contributions required of all payroll compensation.
- K.** Recognized holiday during personal leave period: A recognized holiday occurring when an employee is on personal leave status shall be counted as a holiday.
- L.** Personal leave payment upon termination: Upon termination, accrued personal leave shall be paid in a lump sum to all employees with twelve (12) months of continuous employment with the City. The hourly rate to be used in computing the cash payment shall be the rate paid to the employee on the date that the separation notice is given to the employee or the effective date of resignation notice. Cash in lieu of personal leave shall be subject to all taxation and contributions required of all payroll compensation.

14.2 Leave Without Pay

- A.** Leave without pay may be granted to an employee upon recommendation of the Port Director and approval of the City Manager. Each request for such leave shall be considered in light of the circumstances involved and the needs of the Port Department. Leave without pay shall not be requested nor granted until such time as all accrued personal leave and floating holidays have been exhausted, except when an employee is absent and drawing workers' compensation pay.
- B.** Leave without pay for education purposes: Leave without pay may be authorized to include time to complete formal undergraduate or advanced degree requirements. Employees who have demonstrated above average performance with the City for a minimum of two years shall be considered for such leave, providing the work situation permits a temporary absence without serious effect upon the department's schedule of activities. A maximum of one year of college work, or equivalent thereof, may be granted in such cases. No benefits shall accrue while on this type of leave without pay.
- C.** Benefits do not accrue while on leave without pay, except insurance which will continue through the first month of leave without pay beyond the end of the calendar month in which leave without pay status began.
- D.** Change of anniversary date because of leave without pay: If an employee uses more than ten (10) calendar days total leave without pay during an

anniversary year, his or her anniversary and length of service dates shall be advanced by the number of days such leave without pay exceeds ten.

14.3 Unauthorized Leave

Any absence not authorized and approved in accordance with the provisions of this Agreement and City policies shall be without pay for the period of absence and may be grounds for disciplinary action.

14.4 Military Leave

Employees shall be granted military leave consistent with applicable law.

14.5 Disability Leave

Any employee who suffers a non-occupational disability shall be entitled to use accrued leave. Once the employee has exhausted all paid and unpaid leave to which he or she is entitled, including family leave as provided for in Article 14.7 of this Agreement, the employee shall be entitled to an additional ten (10) days of authorized leave. If the employee is still disabled after the additional ten (10) days of authorized leave, the leave may be extended up to an additional thirty (30) days. The City may require certification from a physician that the employee's condition prohibits return to work.

14.6 Workers' Compensation Leave

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

14.7 Family Leave

Family and Medical leave shall be granted in accordance with appropriate Federal and/or State regulations and laws, and as determined by City of Unalaska policy.

14.8 Death in Immediate Family

- A.** Paid bereavement leave not to exceed seven days may be used upon the death of members of the immediate family of the employee, or circumstances regarding memorial services or burial arrangements. Bereavement leave will not be deducted from the chargeable leave account.
- B.** Immediate family member, for the purpose of this Section, shall be defined as follows: the employee's spouse, child, father, mother, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, grandparent, grandchild, stepchild and domestic partner. It also means other family members who reside permanently with the Employee.

- C. Recognizing that the make-up of some families does not conform with the standard definition above, an employee may provide the Employer, upon time of hire, with the names of individuals who acted in a parental capacity in lieu of the parents. The Employer shall provide forms for the recording of “immediate family” members for each covered employee, to be placed in his or her personnel file to document the full extent of each employee’s “immediate family.”

14.9 Jury Leave:

- A. Jury duty: Jury duty shall be treated as jury leave, without loss of seniority, personal leave or pay. In order to be entitled to jury leave, the employee shall provide the Port Director with written proof of the requirement of his/her presence for the hours claimed and a copy will be attached to the timesheet jury duty leave was recorded. Fees paid by the court, other than travel and subsistence allowances, while the employee is on jury leave shall be turned in for deposit to the City’s Accounts Receivable Division no later than thirty (30) days after completion of jury duty. An employee who works the first or fourth shift shall be transferred to the day shift for pay purposes for the tour of service. If an employee is discharged from service before the workday ends, the employee must report immediately to the Employer for work.
- B. Witness service: Service in court when subpoenaed as a witness on behalf of the City, or when called by the City as an expert on a matter of City concern or relating to a municipal function, will be treated the same as jury duty. Witness service for purpose other than just described will be covered by personal leave or leave without pay, and any fees received in this connection may be retained by the employee.

ARTICLE 15 - RECOGNIZED CITY HOLIDAYS

- 15.1 Holidays:** The following holidays shall be recognized as holidays with pay for all regular employees who are in pay status the day before and the day after such day:

- New Year’s Day
- Martin Luther King Day – Third Monday in January
- President’s Day – Third Monday in February
- Memorial Day – Last Monday in May
- Independence Day
- Labor Day
- Veteran’s Day – November 11
- Thanksgiving Day
- Christmas Day

- 15.2 Floating Holidays:** Regular employees are entitled to three days per year of holiday leave in addition to the recognized City holidays in Section 15.1. It is understood that this leave replaces Lincoln’s Birthday, February 12; Seward’s

Day, the last Monday in March; and Alaska Day, October 18. Regular employees in pay status on both the day before and the day after those days, who work on those days, are eligible to use holiday leave. This leave may be used by the employee with the approval of the Port Director, but it does not accrue beyond December 31 of any calendar year, nor is it included in cash in provisions.

- 15.3 Holiday During Personal Leave:** A recognized City holiday, occurring during an employee's personal leave shall not be counted as a day of personal leave.
- 15.4 Holiday Between Two Days of Leave Without Pay:** A holiday occurring between two days of leave without pay shall not be paid.
- 15.5 Holiday Falling on a Regularly Scheduled Day Off:** When a recognized holiday falls on a regularly scheduled day off, a regular employee shall receive off, as determined by the City, one day off, the work-day immediately preceding or the work-day immediately following the regularly scheduled day off in lieu of the holiday. If the day in lieu of the holiday is worked, pay shall be computed as overtime and paid at the applicable rate.

ARTICLE 16 - EDUCATION TRAINING EXPENSE

Educational Expense Refund

- A.** The City recognizes that advanced education and training is of mutual benefit to the employee and the City. Employees shall be granted tuition reimbursement for education and training for course work that is considered to be of mutual benefit to the employee and the City, consistent with the City Ordinance established Education Reimbursement Policy.
- B.** The City agrees to offer job-related employee training at least once per year. There shall be no cost to the employee for these training programs.
- C.** Should an employee be required to attend a class due to a job requirement, or by the Port Director, the employee will be paid for the actual time spent in the class at the employee's current rate of pay. The time spent in a required class shall be counted towards time worked for that work week and shall be counted toward the accumulation of time worked for overtime purposes.
- C.** Re-certification classes for job required skills, such first aid, C.P.R., cold water extraction, and A.E.D. shall be provided for employees whose job descriptions identify them as first responders prior to the expiration date of the required certifications.

ARTICLE 17 - UNION MEETINGS

The City agrees to make a room available to the Employees for the purposes of conducting Union meetings. The Union agrees to cooperate with the City in scheduling such meetings in a fashion which will result in minimum interference.

ARTICLE 18 - RATES OF PAY/CLASSIFICATION

18.1 CLASSIFICATIONS AND WAGES

Wage Matrix 2017 – 2020 Contract:

	Grade	Step												
		1	2	3	4	5	6	7	8	9	10	11	12	13
Harbor Officer	<u>B22</u>	\$24.01	\$24.74	\$25.48	\$26.23	\$27.02	\$27.84	\$28.67	\$29.54	\$30.43	\$31.32	\$32.27	\$33.23	\$34.23
Billing & Scheduling Clerk	<u>B23</u>	\$24.46	\$25.18	\$25.95	\$26.72	\$27.53	\$28.36	\$29.20	\$30.08	\$30.99	\$31.92	\$32.98	\$33.85	\$34.87

- A. For an employee who is promoted into a higher classification, their wage rate in the new position shall be the minimum for that position or that step providing for at least a (3%) increase whichever is higher.
- B. The entire wage matrix has been adjusted three (3%) percent by removing step (1) and adding a new step (13). In addition to the three (3%) adjustment to the scale, a one-time two (2%) percent (COLA) will be applied July 1st, 2020 to the entire scale.) Upon obtaining a satisfactory evaluation all current employees eligible for merit increases will remain on their current step for year (1). In year two (2) and three (3) eligible employees upon receiving a satisfactory evaluation will move to the next step which is a three percent (3%) merit increase. Employees above Step 13 of the wage scale will receive four (4%) increase (COLA) to be effective July 1st, 2020 and 1.5% increases in years two (2) and three (3) of the contract upon obtaining a satisfactory evaluation.
- C. During the first year of employment, an employee may be advanced to the second step on July 1 following the date of hire only if their date of hire is before April 1. For employees hired after April 1, but before June 30, eligibility for a merit increase shall be October 1 of that year, and then July 1 thereafter.
- D. Successive movements shall occur on July 1 of each year provided the employee has achieved a satisfactory evaluation during the preceding year.
- E. Temporary employees working for the City will remain at the same wage in

which they were hired, for the duration of their current temporary service.

- F. It is agreed by the parties that evaluations of performance are one necessary tool in the efforts of both management and labor in increasing productivity. The employer shall have the right to conduct performance evaluations of all employees covered under this agreement. It is understood that performance evaluations are a valuable tool in enhancing learning by employees. The employer will conduct Performance Evaluations on each employee at least annually and more often if deemed necessary. Performance Evaluations are not subject to the grievance procedure. All Employees must receive an overall satisfactory evaluation to receive the scheduled wage increase. In the event of a less than satisfactory evaluation a re-evaluation shall be performed within 3 months. Upon completion of a satisfactory evaluation the employee shall receive the scheduled wage increase retroactively. Evaluations shall be distributed and completed during prior to the fiscal year end.
- G. All regular and temporary employees hired meeting the minimum qualifications of the job will be placed at Step One within the job classification. For regular full-time new hires recognition of previous experience could result in step increases to a maximum of Step 3.

18.2 Overtime rates: All work performed after eight (8) hours per day or forty (40) hours per week shall be paid at time and one half. The seventh day of work will be paid at double time if the 40-hour work week requirement has been met. An employee who works on a holiday shall be paid at the time and one-half rate in addition to his pay at the regular rate.

ARTICLE 19 - CALL OUT AND OVERTIME ALLOCATION

A minimum of two hours at the overtime rate shall be paid when employees are called back to work after the regular shift. Except as defined under the following conditions, all call outs and overtime allocation shall be in order of seniority.

- A. The regularly scheduled work shift may be extended for a period of up to two hours at the overtime rate provided that the employee has at least 60 minutes' notice prior to the end of his or her regular shift. When an employee works an extended shift, the shift differential associated with the extended portion of the employee's working hours for that day shall apply.
- B. Overtime assignments will be done by management, based on the overall needs of the department. Management will make every attempt to equally distribute overtime assignments to all eligible staff.

- C. If the call out occurs within 2 hours of the start of the employee's shift, then the employee will receive pay at the applicable rate only for hours worked.

ARTICLE 20 - ACTING APPOINTMENTS

20.1 Every effort will be made to fill a non-union supervisory position with a non-union employee. In the event it is necessary for a Harbor Officer to act as the Harbormaster for five (5) or more days, the Harbor Officer working in the higher classification will receive a flat rate of 10% increase based on the employee's current rate of pay. Management reserves the right to approve and appoint an employee to an acting appointment at their discretion regardless of seniority.

20.2 Employees working in positions of a lower rate of pay shall receive their regular rate of pay.

ARTICLE 21 - RETIREMENT, INSURANCE AND MEDICAL BENEFITS

21.1 Retirement: All regular full-time employees are required to participate in the State of Alaska Public Employees Retirement System. The City will contribute an amount as determined by the State's retirement actuaries. All regular full-time employees and regular part-time employees who work at least thirty hours per week must enroll immediately upon accepting employment with the City.

21.2 Insurance and Medical Benefits:

- A. All regular full-time employees and their eligible dependents shall be eligible to participate in the City's Group Health Insurance Plan subject to insurability requirements as defined in the city health insurance summary plan description shall be covered by the group policy at no expense to the employee.
- B. All regular part-time employees of the City hired for a position budgeted for at least twenty (20) hours but less than forty (40) hours per week subject to insurability requirements as defined in the City Health Insurance Summary Plan description and as administered by the trust administrator may, at the employee's option, to the extent allowed by the City health insurance plan, be covered by the group policy, but shall pay one-half of the premium for said coverage.

21.3 Voluntary Optional Benefit Plans: All regular full-time and regular part-time employees of the City, including the members of the Ports bargaining unit, will be eligible to participate in the various optional benefit plans which the City currently makes available or makes available in the future.

21.4 The City reserves the right to amend, modify, suspend, or terminate the Group Health Insurance Plan provided by the City. The City will make its best effort to provide a comparable continued Health Insurance Plan for employees and their eligible dependents.

21.5 It is mutually agreed that either party may give ample written notice to the other party that they desire to renegotiate the Health and Life Insurance Benefits Article of this Agreement if it is confirmed appropriate to do so. Once a party gives notice of its intent to renegotiate this Article, the parties will meet as soon as reasonably possible to begin renegotiation of this Article. In the event the parties agree on new terms of this Article those terms shall be reduced to writing and shall supersede this Article.

ARTICLE 22 - UNIFORMS

22.1 Each new Harbor employee will receive an original issue of 3 shirts, 3 pairs of trousers, 1 Department jacket.

22.2 One year following the date of original issue, all Harbor employees will receive 2 shirts and 2 pairs of trousers.

22.3 Each Harbor employee may accumulate the following items of serviceable issued clothing: 5 shirts, 5 pairs of trousers and 1 Department jacket.

22.4 Once full accumulation is reached, articles will be replaced by the City when they become unserviceable due to damage or wear in the line of duty.

ARTICLE 23 - MOVING EXPENSE

Whenever, in the opinion of the City Manager, it is necessary to recruit qualified employees from outside the City, such employee shall be reimbursed for actual necessary expenses under the following conditions:

- A.** The employee must be appointed to a position for which the City Manager certifies that such expenditure is necessary to recruit qualified employees.
- B.** The maximum lump sum payment for an employee shall be \$5,000, plus airfare for the employee and one family member.

ARTICLE 24 - HOURS OF WORK

24.1 The standard work day will be eight (8) hours of work, with at least eight (8) hours scheduled between shifts.

24.2 The standard workday will normally be divided into four shifts:

First shift	00:00 to 08:00
Second Shift	07:30 to 16:30
Third Shift	09:00 to 18:00
Fourth Shift	16:30 to 00:30
Regular Office Shift	08:00 to 17:00

24.3 The standard work week is forty hours per week in the period of midnight Sunday to midnight Sunday.

24.4 Shift Rotation: Employees subject to 24 hour a day/7 day a week positions may be required to rotate shifts on a regular basis. Employees shall receive their regular two consecutive days off when they rotate shifts.

24.5 Shift Differential: Employees who are scheduled to work the first shift and the fourth shift shall be eligible for shift differential pay in addition to their regular rate of pay. The differential will apply to the entire shift worked. When an employee is called back to work, the shift differential in affect at the time the employee is called out shall apply. Shift differential shall not apply to any leave or holiday pay. Shift differential shall be calculated at the following rates:

- 10% will be added to Shift #1 (0000-0800 hours)
- 5% will be added to Shift #4 (1630-0030 hours)

24.6 The Port Director may establish different schedules to meet the Port Department’s operating needs. Temporary shifting of employee’s working hours to meet the needs of the Port Department may be done at the sole discretion of the Port Director.

24.6a Shift differential rates only apply to Harbor Officer positions and do not apply to the “Regular Office Shift” schedule.

24.7 The Port Director will make a good faith effort to seek employee input on any major schedule change. In no case will an employee be regularly scheduled to work more than five days per week. Whenever possible, employees shall have two (2) consecutive days off. Except for emergencies, no work shall be required on the 7th day of an employee’s work schedule.

24.8 Overtime Assignments: The Port Director, or his designee has the right to determine overtime assignments and will make a good faith effort to distribute overtime assignments equally among all employees and not solely based on seniority within the department. When possible, overtime assignments will be assigned on a rotation schedule to promote fair and equal access of overtime possibilities to all employees.

ARTICLE 25 - SAFETY

25.1 Safety: The City and the Union agree to cooperate fully on all safety issues.

25.2 Safety Equipment: The Employer shall furnish such safety equipment as is necessary for the safety of its employees. Safety devices and first aid equipment as may be needed for safety and proper emergency medical treatment shall be provided and be available for employees working under adverse conditions. The employer shall furnish seat belts for all passenger cars and pick-up trucks, and employees shall utilize such seat belts at all times while operating equipment.

25.3 Safety Representative: Union employees shall designate a Port employee to serve as a departmental safety representative. With the approval of the Port Director this employee shall attend all City Safety Committee meetings and work to promote safety.

25.4 Safety Meetings: A safety and First Aid Program shall be instituted and regular Safety meetings for the department shall be held once each month during working hours, without loss of pay to the employee. The Union's representative shall be given the opportunity to address safety and first aid issues at regular department meetings. Original copies of minutes and/or sign-in sheets for all safety meetings shall be submitted to the City's Risk Manager after each meeting.

25.5 Employees Protected: No employee shall be subjected to any requirement to perform unsafe and/or illegal work, or be directed to do so by any other employee of the City of Unalaska. The Employer agrees to protect from retaliation, in any form, any employee who comes forward with information about having been directed to perform illegal or unsafe work. The Union agrees to cooperate fully with the Employer to identify and deal appropriately with any employee who requires another employee to perform illegal and/or unsafe work.

25.6 Employee Inoculations: The City will provide the appropriate inoculations as defined by OSHA standards for the work performed to protect the health and safety of the Ports Department employees.

ARTICLE 26 - SEPARABILITY AND SAVING CLAUSE

In the event that any portion of this Agreement is found to be in conflict with any federal or state law, the balance of this Agreement shall remain in full force and effect. That portion found to be in conflict shall be subject to negotiation.

ARTICLE 27 - PERSONNEL RULES

To the extent they are not inconsistent with the terms of this Agreement, the provisions of Title 3 of the Unalaska City Code shall apply to all employees covered by this Agreement.

ARTICLE 28 – DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2020 and shall remain in force until June 30, 2023. Either party may open the Agreement by written notice given by certified or registered mail at least sixty, but not more than ninety days prior to the expiration. Terms and conditions of this Agreement may be amended or changed at any time during the term of contract upon mutual agreement by the parties.

In the event federal or state regulations on Homeland Security applicable to the operation of the International Port of Dutch Harbor require changes in how the Port is operated that, if implemented, would change the terms and conditions of employment of Union members, both parties mutually agree to meet and negotiate for the purposes of arriving at a mutually satisfactory supplement or Letter of Agreement. Both parties agree the initial notification will be made in writing and agree to schedule meetings to discuss the issues within a reasonable timeframe acceptable to both parties.

Signed this _____ day of _____, 2020

For the Union

For the City

Trina Arnold, Regional Director

Erin Reinders, City Manager

President, IBUP-AK