

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2022-24

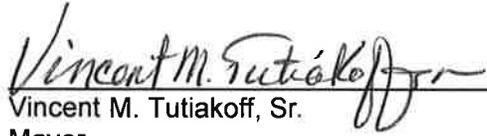
A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT BETWEEN THE CITY OF UNALASKA AND INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302, REPRESENTING DEPARTMENT OF PARKS, CULTURE, AND RECREATION EMPLOYEES

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 International Union of Operating Engineers, Local 302, representing the City of Unalaska Department of Parks, Culture, and Recreation 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 International Union of Operating Engineers, Local 302, representing the Department of Parks, Culture, and Recreation Employees.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on May 24, 2022.



Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:



Marjie Veeder, CMC
City Clerk



COLLECTIVE BARGAINING AGREEMENT

By and Between

THE CITY OF UNALASKA

and

PCR Employees
IUOE, LOCAL 302

Term: July 1, 2022 - June 30, 2025

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PREAMBLE

THIS AGREEMENT is made and entered into this 1 day, of July , 2022, by and between the City of Unalaska, hereafter "Employer" or "City", and the International Union of Operating Engineers, Local 302, hereafter "Union for Parks, Culture and Recreation Department (PCR) Bargaining Unit" or "Union".

ARTICLE 1 PURPOSES OF THIS AGREEMENT

The purposes of this Agreement are to promote the settlement of labor disagreement by conference, 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 the Employer and employee groups to their mutual advantage. The City and Union agree to meet and confer if Articles or portions of Articles need to be amended. Any changes shall be ratified by the Union and City and included in the agreement.

ARTICLE 2 RECOGNITION

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

ARTICLE 3 UNION ACTIVITIES

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 Union membership or lawful Union activity.

ARTICLE 4 COVERAGE

This Agreement shall cover Parks, Culture and Recreation positions referenced in Article 17 during the term of this Agreement, or any extension thereof. The Union recognizes that the City may contract for any work or services that the City deems necessary.

ARTICLE 5 UNION ASSOCIATION

5.1 UNION MEMBERSHIP: All regular full- and part-time 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 (i) within thirty (30) calendar days following the completion of the employee's probationary period, or (ii) within thirty (30) calendar days following the date of signing this

Agreement, whichever occurs later. 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.

5.2 HIGH SCHOOL STUDENTS: High School students employed by the City are not included in the bargaining unit and are not eligible for Union membership and will remain Title III employees. Such employees are eligible for Union membership three (3) months after graduating from high school.

5.3 “TEMPORARY” EMPLOYEES: The term "temporary" means "an employee hired for a maximum of six (6) consecutive calendar months." Temporary employees will not be used to displace permanent positions or avoid the filling of a permanent position vacancy. Temporary employees may elect to become Union members after completing thirty (30) continuous days of employment.

5.4 DUES DEDUCTIONS

(A) Upon written authorization of an employee within the bargaining unit, the City shall deduct monthly from the payroll of the employee (i) the regular fixed monthly dues, assessments and fees of the Union, and/or (ii) any such other specific dollar amount as an employee may request in the written authorization provided to the Employer, and deliver said amount on behalf of the employee to the agent of Local 302 on a monthly basis. The City will refer all employee inquiries regarding union membership or termination of membership to the appropriate Union. The City may answer any employee inquiry about payroll deductions.

(B) Upon the issuance of such check and transmission of same to the Union, 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 City from any liability or claim that may arise or be made upon the City for or on account of any such deduction from the wages of any employee.

(C) 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.

(D) Nothing in this Agreement prohibits the Union from charging a nonmember fees for services such as a grievance and/or arbitration filed at the request of the nonmember.

5.5 RIGHT OF NON-ASSOCIATION: No employee shall be required to join the Union nor pay an agency fee as a condition of employment.

**ARTICLE 6
PROBATIONARY EMPLOYEES**

6.1 PROBATIONARY PERIOD: All regular employees covered by this agreement shall serve a six (6) month probationary period. The probationary period may be extended for one (1) ninety (90) day period. Human Resources will notify the Union of any such action.

6.2 SEPARATION OF PROBATIONARY EMPLOYEES: New hire probationary employees may be disciplined for cause or terminated for any reason during the probationary period or any extension thereof by the Employer and such discipline or separation shall not be subject to the grievance and arbitration provision of this Agreement.

**ARTICLE 7
NO STRIKE-NO LOCKOUT**

This Agreement is a guarantee by both parties that there will be neither strikes nor lockouts during the life of the Agreement. The Union further agrees that it will not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity during the life of the Agreement and shall undertake all reasonable means to prevent or terminate any such activity.

**ARTICLE 8
NON-DISCRIMINATION**

It is hereby agreed that there shall be no discrimination by the Employer against any employee because of race, color, creed, sex, age, national origin or because of membership in or lawful activity on behalf of the Union. It is hereby agreed that there shall be no discrimination by the Union against any member desiring to be a member because of race, color, creed, sex, age, or national origin. The terms "he" and "his" used in this contract shall also mean "she" and "her" or "they" "them" or "their" and singular usage shall also mean the plural of these terms. The term "workmen" shall mean "worker" or "employee."

**ARTICLE 9
DISCIPLINE**

The Employer retains the right to discipline an employee for just cause and agrees that the designated Union Representative shall be notified of the reason for such discipline. Official reprimands must be documented in writing and included in the employee's file. In administering discipline, up to and including discharge, the Employer shall ordinarily follow the principles of progressive discipline utilizing the following measures:

- 1st Step - Counseling or Coaching
- 2nd Step – Verbal Warning (Reprimand)
- 3rd Step – Written Warning (Reprimand)
- 4th Step – Suspension
- 5th Step – Termination

It is recognized that the level of discipline needed depends upon a variety of circumstances including but

not limited to the nature and severity of the offense and the length of time for which or between which similar and or identical offense(s) have occurred. Therefore, when the employee's misconduct is of a serious nature the Employer may invoke the progressive step that is applicable. 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 discipline or discharge within fourteen (14) calendar days of the action, the right of the Union and employee to grieve, arbitrate, or initiate other legal action based on the discipline or discharge is forfeited. If the fourteenth (14) calendar day falls on a Saturday, Sunday, or a holiday, the due date will be extended to the next business day. Just cause shall include, but is not limited to, offenses such as drunkenness on the job, theft, fighting, and assault of an employee or supervisor, insubordination, gross disobedience, absence of an employee for three (3) consecutive working days without approval, moral turpitude and habitual absenteeism. Employees terminated for cause are entitled to a pre-termination hearing, which is intended to satisfy the constitutional due process rights of the employees. This Article does not apply to new hire probationary or temporary employees. The City may discipline or discharge new hire probationary and temporary employees at any time.

ARTICLE 10 GRIEVANCES-ARBITRATION

10.1 GRIEVANCE DEFINED: A grievance is defined as any disagreement between the City and the Union involving the interpretation or application of this Agreement.

10.2 GRIEVANCE PROCEDURE: 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 Union knew or should have known of the alleged violation and the following procedure will be used. If the fourteenth (14) day falls on a Saturday, Sunday, or a holiday the due date will be extended to the next business day. The grievance letter must be submitted and signed by a Union Representative.

Step I. The written grievance shall be submitted 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 II. Upon receipt of a denial of the grievance, the Union shall have fourteen (14) calendar days in which to notify the City Manager or designee in writing that the grievance is unresolved. If notification is given, then the Union and the City Manager or designee shall meet within fourteen (14) calendar days of that notice. The City Manager shall provide a written decision on the matter within five (5) days of such meeting.

Step III. In the event that the grievance is not resolved in Step II, the Union shall within fourteen (14) calendar days after receipt of the City Manager's decision provide a written request for arbitration to the City.

At each step the time requirements may be extended by mutual agreement. 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.

10.3 ARBITRATION: If a timely request for arbitration is tendered, the Union and the City Manager or designee 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 the toss of the coin. The Union representative shall toss the coin and the City representative shall call out their choice. Arbitration shall commence as soon as is reasonably possible following the appointment of the arbitrator.

10.4 AUTHORITY OF THE ARBITRATOR: 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. 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 new hire_probationary 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.

10.5 TIME LIMIT: Where time limits are stated as calendar days, a deadline that falls on a City holiday or weekend will be extended to the next business day.

ARTICLE 11 MEMBERSHIP RIGHTS

The Union assumes all obligations and responsibility for the continued membership of its members and the collection of their dues. The Union shall retain the right to discipline its members at all times. No workman 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.

ARTICLE 12 EMPLOYER RIGHTS

Recognition of Rights: Except as otherwise expressly provided in this Agreement, nothing herein shall limit the Employer in the exercise of the rights and functions of ownership, management or governance. Such rights and functions of ownership, management or governance shall not be subject to arbitration in any respect. 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 13 SENIORITY

13.1 SENIORITY: Seniority is defined as follows: The employee having the longest term of

continuous service within a job classification as a regular full time or regular part-time employee with the employer within PCR.

13.2 TRANSFERS: The City shall have the right to transfer employees within the City as necessary. An employee who is a member of the bargaining unit who is transferred from one division to another division within PCR shall not lose seniority as a result of the transfer.

13.3 LAYOFFS: Layoffs shall be based first on the lowest seniority within a job classification, and second on work performance. A regular full-time employee shall be given in writing a two-week notice prior to layoff. If for any reason this is not possible, two weeks' severance pay shall be given to the employee. An employee on layoff status shall be given preference on future openings in his former classification or below within the bargaining unit, provided the former employee has the qualifications to fill that position and the former employee is a resident of the City at the time of the opening and has advised the City in writing as to his current local address and telephone number. However, if a former employee fails to respond for the opening within 48 hours, all rights to rehire are relinquished. The preferential re-hire rights set forth herein shall not apply after one calendar year following the former employee's layoff.

Employees who are laid off shall be allowed to bump the least senior employee in any classification for which they are qualified, provided the laid-off employee has more seniority than the bumped employee. The bumped employee will then have the opportunity to bump another employee under the same criteria.

13.4 PROMOTIONS: Promotions, including promotions to newly created positions and temporary positions, are the advancement of an employee from a position in a lower salary grade. Whenever practicable and in the best interest of the City of Unalaska, positions shall be made in order of seniority and work performance in each Division. The Employer shall be the sole judge of an employee's qualifications, and will consider the following factors:

Promotion Factors:

- a) Employees must apply during the recruitment period;
- b) Employee must meet the jobs requirements and qualifications including but not limited to history of driving review;
- c) Successfully complete the interview process, and when applicable, successfully complete any job related examination(s);
- d) Work history and job performance in the employee's current and previous positions; and
- e) Department seniority will be used if all other qualifications are met.

Supervisory Positions: Six (6) Months probationary period

Non-Supervisory Positions: Three (3) Months probationary period

During this probationary period, employees who have been promoted or transferred will continue to have access to leave benefits.

If an employee is promoted to a higher classification within the bargaining unit, or is permanently transferred to another division within the bargaining unit during their initial probationary period, the employee shall serve the probationary period of the new position and not be required to serve out the remainder of the original probationary period.

13.5 DEMOTIONS: When an employee is demoted, whether voluntarily or involuntarily, the employee may apply for a vacant position in the same or lower classification for which the employee is qualified.

When an employee is demoted to a position in a class where they previously held regular status, no probationary period shall be served. When an employee is demoted to a position in which they did not hold regular status, a 6 month probationary period shall be served.

13.6 DEMOTION FROM MANAGEMENT POSITION: Seniority rights shall be preserved with no loss of time if, within six (6) months of the date of promotion to a managerial position, the employee returns to a position within the bargaining unit.

13.6 TERMINATION OF SENIORITY: Employee seniority shall be terminated by the following conditions: (1) discharge for just cause; (2) layoff of one calendar year duration; (3) resignation or retirement; or (4) 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.

13.7 SENIORITY LISTS: The Employer shall make available, upon the Union's request, current Seniority lists. The penalty for any failure of the Employer to provide a list shall be limited to providing the Union with a current list when requested.

ARTICLE 14 LEAVE

14.1 PERSONAL LEAVE: Employees shall accrue leave commencing with their first date of employment in a regular full-time position. Personal Leave accrues 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 day 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 eight 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 and beyond beginning on the eighth anniversary date and ending on the date of separation from City services: 32 hours per month.

14.2 LEAVE CAP: Accrued unused personal leave shall not exceed seven hundred sixty-eight (768) hours. Once an employee has accrued seven hundred sixty-eight (768) hours of unused personal leave, the employee shall stop accruing personal leave until the employee's accrued unused personal leave is less than seven hundred sixty-eight (768) hours.

14.3 COMPUTATION OF PERSONAL LEAVE ACCRUAL FOR REGULAR PART-TIME PERSONNEL: Regular part-time personnel shall accrue personal leave at the same rate as regular full-time personnel, except that personal leave shall be computed on the proportion of actual hours worked to the number of normal duty hours in a pay period of a full-time employee.

Each pay period or at termination a regular part time employee's Personal Leave bank will be increased or decreased to reflect actual hours paid, excluding overtime, for the previous pay period. The proportion shall be computed by dividing the number of actual hours paid, excluding overtime, by the number of normal work hours of an equivalent full-time position. Paid hours include actual hours worked, leave used and holidays paid.

14.4 LEAVE ACCRUAL WHILE EMPLOYEE IS ON PAID LEAVE: Leave continues to accrue during the period of time an employee is on paid leave. Leave does not accrue during periods of leave without pay except as required by law.

14.5 TEMPORARY APPOINTMENTS LEAVE ACCRUAL: Temporary appointments shall not accrue leave.

14.6 USE OF PERSONAL LEAVE FOR SICK LEAVE PURPOSES: Accrued personal leave may be used for sick leave at any time.

14.7 SICK LEAVE AUTHORIZATION: Any absences for sick leave purposes three (3) days or longer may be required to be certified by a licensed medical professional.

14.8 PERSONAL LEAVE BANK: 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/her immediate family, or is eligible for family and medical leave (FML) or Alaska Family Leave (AFL) under State or Federal laws, or is under the care of a physician and has exhausted all their Personal Leave. Personal leave 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 employee's 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.

14.9 USE OF PERSONAL LEAVE FOR PURPOSES OTHER THAN SICK LEAVE: An employee may use accrued personal leave only upon successful completion of the probationary period (except that personal leave may be used as sick leave at any time). However, due to extraordinary circumstances, as determined by the Department Director, an employee may request and be granted the ability to use accrued personal leave for purposes other than sick leave prior to the successful completion of the probationary period, but he/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 Department Director. The longer the period of leave requested for non-sick leave purposes, the longer should be the advance notice to enable scheduling.

14.10 PERSONAL LEAVE CASH-OUT: After twelve (12) months continuous service a Regular Full-Time employee who is budgeted for more than twenty (20) hours may cash-out personal leave two (2) times per fiscal year, provided that the employee shall retain at least eighty (80) hours of leave in his/her account. Cash in lieu of annual leave shall be subject to all taxation and contributions required of all payroll compensation.

14.11 EMERGENCY PERSONAL LEAVE CASH-OUT: In addition to the provisions in Section 14.11, cash-out in lieu of accrued personal leave may be obtained under emergency conditions when requested in writing by the employee and approved by the City Manager. "Emergency," as defined in this section, means a critical situation over which neither the employee nor the City has control or when the employee is nearing the leave cap due to inability to take leave. Cash-out in lieu of personal leave shall be subject to all taxation and contributions required of all payroll compensation.

14.12 RECOGNIZED HOLIDAY DURING PERSONAL LEAVE PERIOD: A recognized holiday occurring when an employee is on personal leave status shall be counted as a holiday.

14.13 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 the resignation notice. This cash-in of personal leave shall be subject to all taxation and contributions required of all payroll compensation.

14.14 LEAVE WITHOUT PAY: Leave without pay may be granted to an employee upon recommendation of the Department Director and approval of the City Manager. Each request for such leave shall be in writing and 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 personal leave has been exhausted including floating holidays, except when an employee is absent and drawing workers' compensation pay. Benefits do not accrue while on leave without pay, except insurance which will continue through the first calendar month of leave without pay after the end of the calendar month in which leave without pay status began.

14.15 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 anniversary and length of service dates shall be advanced by the number of days such leave without pay exceeds ten.

14.16 EDUCATION LEAVE WITHOUT PAY: Leave without pay may be authorized to allow 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.

14.17 EDUCATION LEAVE WITH PAY: Leave with pay, not to exceed three months, may be authorized to include time to complete advanced training programs. Should an employee terminate prior to working one year after completion of an approved training program, other than a mandatory program, the employee will be subject to forfeiture of accumulated leave and/or salary in the amount equal to salary paid to the employee during the training program.

14.18 UNAUTHORIZED LEAVE: Any absence not authorized and approved in accordance with provisions of these regulations shall be without pay for the period of absence and shall be grounds for disciplinary action.

14.19 MILITARY LEAVE:

(A) Military Leave for Reserve Training Duty: An employee who belongs to a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay, time or performance rating on all days during which the employee is ordered to training duty with troops or at field exercises, or for instruction, up to a maximum of 10 working days in any calendar period beginning January 1 and ending December 31. Such military leave shall not be deducted from accrued personal leave. An employee ordered to attend additional periods of military duty may take personal leave or leave without pay for such duty, subject to Article 14.14 of this Agreement. The employee shall give as much advance written or verbal notice to the City as possible and shall provide documentation substantiating the dates for which leave is requested or taken unless precluded by military necessity or if the giving of such notice is otherwise impossible or unreasonable.

The City may, at the discretion of the employer's supervisor, change an employee's weekend schedule to accommodate the employee's required training, field exercises, or instruction. The employee shall be given five (5) days' notice if such shift changes occur.

(B) Military Furlough for Active Duty: An employee ordered to active military duty shall, upon request, be furloughed without pay for the period of the employee's military service, not to exceed five (5) years, in order to fulfill the employee's

military commitment. Upon discharge from active duty service, an employee shall be re-hired in the same or similar position that he or she would have had attained if the employee had not been absent (including seniority credit), provided the employee (i) is qualified to perform the job, (ii) re-applies for the position within the time required by the Uniform Service Employment and Reemployment Rights Act (USERRA), and (iii) is otherwise eligible and entitled to be re-hired for the position under USERRA.

An employee who is furloughed without pay under this subsection will:

1. Not be considered a City employee for the duration of the furlough;
2. Have the opportunity to purchase health insurance through COBRA in accordance with and subject to any and all limitations set forth in the health plan and federal and state law;
3. May elect to use or cash out paid annual leave; and
4. Not accrue paid leave time or other benefits during the furlough.

An employee placed on military furlough may be replaced by a regular or temporary employee at the discretion of the City depending on the needs of the department and the anticipated duration of the leave. The Union expressly acknowledges that a former employee who is eligible and applies to be re-hired pursuant to this section shall be given priority to his or her former position as required by AS 39.20.3350 and USERRA, and that, notwithstanding any other provision of law or this Agreement, the City may be required to reassign or terminate without prejudice an employee occupying the same position. The City shall be under no obligation to employ more people than necessary as a result of a rehire required by this section and applicable law. An employee who is reinstated to the same or substantially similar position shall not be required to serve a probationary period.

14.20 DISABILITY LEAVE: Any employee who suffers a non-occupational disability shall be entitled to use accrued personal leave and may be granted family and medical leave if eligible under state or federal law. If the employee is not eligible for family and medical leave, after the employee's accrued personal leave is exhausted, the employee shall be entitled to ten (10) days leave without pay. If the employee is still disabled after the ten (10) day authorized leave, the leave may be extended up to an additional thirty (30) days. If the employee is unable to return to work after that period, the employee may be separated from city employment without cause and without prejudice, unless prohibited by state or federal law. The City may require certification from a physician that the employee's condition prohibits return to work.

14.21 WORKERS' COMPENSATION: Employees shall be granted workers' compensation to the extent required by the Alaska's Workers' Compensation Act.

14.22 FAMILY LEAVE: Employees shall be granted family leave consistent with City policy and in accordance with applicable law.

14.23 DEATH IN IMMEDIATE FAMILY:

- (A) Paid bereavement leave not to exceed seven (7) days may be used upon the death of a member of the immediate family of the employee or to attend or arrange memorial services of an immediate family member. Bereavement leave will not be deducted from the employee's personal leave account.
- (B) Immediate family member, for the purpose of this section, shall be defined as follows: the employee's spouse/domestic partner, the employee's or spouse's/domestic partner's child, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, and stepchild. It also means other family members who reside permanently with the Employee.
- (C) Recognizing that the makeup of some families does not conform to the standard definition above, an employee may provide the employer 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".

14.24 JURY DUTY:

- (A) Jury duty shall be treated as jury leave, without loss of longevity, leave or pay. In order to be entitled to jury leave, the employee shall provide the appropriate Department Director with written proof of the requirement of his presence for the hours claimed. Fees paid by the court, other than travel and subsistence allowances shall be turned in for deposit to the City. For jury duty that occurs on the employee's normal non-work days, fees paid by the court may be retained by the employee.
- (B) Witness Service: Service in court when subpoenaed as witness on behalf of the City, or when called by the City as an expert on a matter of City concern or relating to municipal function, will be treated the same as jury duty. Witness service for purposes other than just described will be covered by personal leave or leave without pay, and any fees received in this connection may be retained by the employee.

14.25 UNION LEAVE BANK: The Union has the right to maintain a Union leave bank through the donation of annual leave from Union employees. The use of the Union leave shall be at the sole discretion of the Union. Authorization for the use of the Union leave shall be made by the District Representative or designee in writing. The Union shall identify the designee(s) in writing. Time off for Union leave shall be scheduled with the employee's supervisor. Time off on Union leave shall count as hours worked for the purpose of determining overtime eligibility with the work week. At the request of the Union, the City shall provide an accounting of the leave balance in the bank.

The City will maintain a Union Leave Bank to be managed by the Union. The account will be funded automatically by the City in the amount of one (1) hour of annual leave from every regular union member on the first pay period in July of each year. No deductions will be made in years in which the bank balance is in excess of \$3,000.

ARTICLE 15 HOLIDAYS

15.1 RECOGNIZED CITY HOLIDAYS: The following days shall be recognized as holidays with pay for all regular employees who are in pay status the day before and the day following such days:

New Year's Day – January 1
Martin Luther King's Birthday - Third Monday in January
Memorial Day - Last Monday in May
Independence Day – July 4
Labor Day – First Monday in September
Thanksgiving Day – Fourth Thursday in November
Christmas Day – December 25

15.2 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 either, as determined by the City, the work-day immediately preceding or the workday 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 holiday overtime and paid at the applicable rate.

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 or accrued. This applies to all regular full and regular part time employees. This section does not apply to employees on Federal Family and Medical Leave.

15.5 FLOATING HOLIDAY LEAVE: Regular full-time employees are entitled to 48 hours per year and regular part-time employees are entitled to 24 hours of holiday leave in addition to recognized City holidays in Section 15.1. It is understood that this leave replaces President's Day (Third Monday in February), Lincoln's Birthday, February 12; Seward's Day, the last Monday in March; Juneteenth National Independence Day, June 19; Alaska Day, October 18; and Veteran's Day, November 11.

- A. All regular full time employees will be credited the hours for these days in two increments. On January 1 employees will be credited thirty two (32) hours in their floating holiday leave bank. On July 1, employees will receive a credit of sixteen (16) hours in their floating holiday leave bank. During annual personal leave adjustment holiday pay will not be retroactively adjusted beyond budgeted amount
- B. All regular part time employees will be credited the hours for these days in two increments. On January 1 employees will be credited sixteen (16) in their floating holiday leave bank. On July 1, employees will receive a credit of eight (8) hours in their floating holiday leave bank. During annual

personal leave adjustment holiday pay will not be retroactively adjusted beyond budgeted amount.

- C. Hours not used by this date will be cashed out to the employee in the pay period ending December 31. This cash out will be based on the employee's rate of pay on December 31 and will not be counted as one of the employee's Personal Leave cash outs. Employees must be employed with the City on December 31 to receive the cash out for unused floating holiday hours.
- D. Holiday leave will be scheduled as far in advance as possible. At a time agreeable to both the employee and the City, the employee may take floating holiday hours as time off with pay on an hour-for-hour basis.

15.6 HOLIDAY PAY FOR REGULAR PART TIME EMPLOYEES: Pay for regular holidays for budgeted positions at least 20 hours will be paid at the rate of four (4) hours in accordance to Section 15.1 based on budgeted percent for the position. During annual personal leave adjustment, holiday pay will not be retroactively adjusted beyond budgeted amount. If an employee is in leave without pay status the day before and the day after the holiday, the employee is not eligible for holiday pay or floating holiday accrual. This section does not apply to employees on Federal Family and Medical Leave.

15.7 OBSERVED HOLIDAY LEAVE: Should a recognized City holiday fall on Saturday and is observed on the preceding Friday, both days shall be observed as recognized holidays. Should a recognized City holiday fall on Sunday and is observed on the following Monday, both days shall be observed as recognized holidays.

ARTICLE 16 PAY FOR WORK IN A HIGHER CLASSIFICATION

16.1 PAY SCHEDULE AND AUTHORITY TO ASSIGN: The Employer agrees that unless otherwise specified, it will be governed by the schedule of hourly rates and working conditions in dealing with its employees who come under the provisions of this Agreement. Every effort will be made to fill a non-union position with a non-union employee. In the event a Supervisor or Manager position which, from the standpoint of the City's business and best interest of the City, cannot be left unoccupied or vacant for any but the shortest period of time, the City reserves the right to assign and designate an employee to perform the full duties and functions of the supervisor position as defined in this Article.

16.2 ACTING APPOINTMENT: Upon recommendation by the Department Director and approval by the City Manager, through the Employer's internal processes, an employee may be named to fill a supervisory position that is unoccupied, vacant, or the current employee is on extended leave, by performing the full duties and responsibilities for an extended period of 16 hours or more, provided the employee meets the minimum certifications identified in the job description. The employee temporarily appointed to an acting supervisory role will receive a flat rate of 10% increase based on the employee's current rate of pay for the time spent in the acting supervisory role.

**ARTICLE 17
CLASSIFICATIONS AND WAGES**

17.1 CLASSIFICATIONS AND WAGES

New Classifications: The Employer may, during the term of this agreement, implement new classifications and/or departments. Any new classifications developed will be negotiated as to wages prior to implementation. Under no circumstances will any bargaining unit employee receive a lesser wage due to the creation of new classifications.

Wages Effective July 1, 2022-June 30, 2025

Year One - Wage adjustment 10% Entire Scale

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Recreation Assistant	A12	\$26.26	\$27.04	\$27.85	\$28.69	\$29.55	\$30.44	\$31.35	\$32.29	\$33.26	\$34.26
Library Assistant	A12	\$26.68	\$27.48	\$28.30	\$29.15	\$30.03	\$30.93	\$31.86	\$32.81	\$33.80	\$34.81
Recreation Coordinator	B22	\$30.80	\$31.72	\$32.67	\$33.65	\$34.66	\$35.70	\$36.77	\$37.88	\$39.01	\$40.18

Year Two - Wage adjustment 3% Entire Scale

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Recreation Assistant	A12	\$27.04	\$27.85	\$28.69	\$29.55	\$30.44	\$31.35	\$32.29	\$33.26	\$34.26	\$35.29
Library Assistant	A13	\$27.48	\$28.30	\$29.15	\$30.03	\$30.93	\$31.86	\$32.81	\$33.80	\$34.81	\$35.86
Recreation Coordinator	B22	\$31.72	\$32.67	\$33.65	\$34.66	\$35.70	\$36.77	\$37.88	\$39.01	\$40.18	\$41.39

Year Three - Wage adjustment 2% Entire Scale

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Recreation Assistant	A12	\$27.58	\$28.41	\$29.26	\$30.14	\$31.05	\$31.98	\$32.94	\$33.92	\$34.94	\$35.99
Library Assistant	A13	\$28.03	\$28.87	\$29.74	\$30.63	\$31.55	\$32.49	\$33.47	\$34.47	\$35.51	\$36.57
Recreation Coordinator	B22	\$32.36	\$33.33	\$34.33	\$35.36	\$36.42	\$37.51	\$38.64	\$39.79	\$40.99	\$42.22

Note 1: All eligible employees earning a favorable performance evaluation will receive three percent (3%) step merit increase throughout the duration of this agreement. Employees that exceed step ten (10) of the wage matrix will receive a (2%) merit wage adjustment.

Position wage adjustments:

- Recreation Assistant, increased \$4.00 per hour
- Library Assistant, increased \$4.00 per hour
- Recreation Coordinator, increased \$4.00 per hour

Wage table increases:

- Year One - 10%
- Year Two - 3%
- Year Three - 2%

- A. Any new employee hired with verifiable job experience in the field for which they have been hired as determined by the Director of Parks, Culture and Recreation may be offered a position at no more than Step 3 within the job classification.
- B. An employee who accepts a promotion in a higher classification permanently shall remain at the current step but acquire the grade that applies to the new position. If the employee is off step at the time they get promoted they shall receive a 3% pay increase.
- C. During the first year of employment, an employee may be advanced to Step Two on July 1 following the date of hire only if their date of hire is before April 1st. For employees hired after April 1st, but before June 30th, eligibility for a merit increase shall be October 1st of that year, and then July 1 thereafter.
- D. Successive step 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 rate in which they were hired for the duration of their current temporary service.
- F. Education Incentive: Effective July 1, 2019, the following education incentive pays shall apply.

\$200 / Month	\$300 / Month	\$400 / Month
Associates Degree	Bachelor’s Degree	Master’s Degree

ARTICLE 18
SAFETY

18.1 EMPLOYEES PROTECTED: The purpose of the City’s safety program is to protect the lives and property of its residents and to provide a safe work environment for its employees with minimal property damage, accidents, injuries and illness. The union and employer agree to cooperate in all safety issues. All employees shall be provided with a safe and healthy work place, free of hazards likely to cause serious injury or death adhering to the standards of Occupational Safety and Health Act (OSHA).

Employees are responsible for genuine cooperation with all aspects of the safety program, including compliance with all rules and regulations and for continuously practicing safety while performing their duties.

The Employer shall make reasonable provisions to ensure that work places are free from abusive/intrusive elements and health hazards. No employees shall be subject to any requirements to perform unsafe and/or illegal work, or be directed to do so by another 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 parties agree that this is a joint responsibility.

The Employer will establish ongoing health and safety training and education for all employees. The Employer shall furnish such safety equipment as is necessary for the safety of its employees.

ARTICLE 19 WORKING RULES

19.1 WORK WEEK: The standard work week shall consist of the period from midnight Sunday to the following midnight Sunday. The standard workday shall consist of the period from midnight to midnight. Unless otherwise provided, the decision to establish working hours and to assign personnel to schedules is a right of the Employer. It is understood and agreed that the need for non-standard shifts may exist.

19.2 REGULAR RATE OF PAY: An employee's base rate of pay means their current base or hourly rate of pay and may also be referred to as the "regular rate."

19.3 OVERTIME: All work performed in excess of eight (8) hours per day or forty (40) hours per workweek shall be paid at the overtime rate of time and a half. The seventh day of the workweek will be paid at double time if the 40-hour workweek requirement has been met. If an employee is compensated for a City holiday or for personal leave hours taken during the regular City work week, those hours of compensation for time not worked shall not count as "hours worked" within the meaning of this provision. All overtime must be approved by the supervisor and the Director prior to its performance. The Employer shall not change an employee's regularly scheduled fulltime shift to avoid paying overtime. A regularly scheduled fulltime shift shall consist of five consecutive days at eight hours per day

19.4 HOLIDAY OVERTIME: An employee who works on a holiday (other than floating holidays) shall be paid at the time and one half rate, in addition to holiday pay.

19.5 DAYS OFF: Whenever possible, employees shall have two (2) consecutive days off. It is mutually agreed that this language means that if there is a legitimate need for the services of an employee, the City may require the employee to work on their scheduled days off. In such cases, overtime rules apply as outlined in Article 19.3 of this agreement.

19.6 LUNCH BREAK: Regular lunch periods shall be unpaid and thirty (30) minutes or sixty (60) minutes in length depending on scheduled work needs. Employees while on lunch shall not perform any work, however, in circumstances where the employee must perform work duties, approval by their supervisor is required and the employee shall be paid.

19.7 BREAKS: Employees are allowed one paid break period not to exceed fifteen (15) minutes during the first half of their shift and one paid break period not to exceed fifteen (15) minutes during the second

half of their shift. Breaks are not allowed to be scheduled to extend the lunch break. The break period shall be taken in a manner which does not interrupt the flow of work.

19.8 CALL OUT: A minimum of two (2) hours at the overtime rate shall be paid when employees are called back to work after they have left the workplace, after their regular shift, or called into work prior to their regular starting time. Paid time shall start at the point of accepting the call out. The two (2) hour call out minimum shall start at the time of receiving the call. Response time will be thirty (30) minutes to report to their department from the time of the call.

19.9 SHOP STEWARD: The Employer recognizes and will cooperate with the Shop Steward in all matters relating to grievances or other recognized Union business. Union Stewards will be given the opportunity to orient new employees regarding duties and obligations as a union member.

ARTICLE 20 MISCELLANEOUS PROVISIONS

20.1 GIFTS AND GRATUITIES: It shall be the responsibility of each employee to remain free from indebtedness or favors which would tend to create a conflict of interest between personal and official interests, or which might reasonably be interpreted as affecting the impartiality 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 City operations, such offer shall be reported without delay to the employee's immediate superior who in turn will inform the Department Director. 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 Director. If any employee knowingly accepts any gift or gratuity that creates the appearance of undue influence, or that results in special considerations benefiting the giver, then that employee may be disciplined and/or dismissed from the City service as determined by the City Manager.

20.2 EMPLOYMENT OF FAMILY MEMBERS:

- A. No person may be employed in a position supervised by a family member, nor shall family members be placed in a position such that one member is required or authorized to review the work, personnel documents, or time records of another family member.
- B. Family members for the purpose of this section shall be defined as follows: the employee's spouse, father, mother, brother, sister, son, daughter, stepchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, significant others, or grandparents.

20.3 MOVING EXPENSES FOR NEW EMPLOYEES: Whenever, in the opinion of the City Manager, it is necessary to recruit qualified employees from outside the City, such employee shall receive a lump sum payment plus airfare, less applicable withholdings, under the following conditions:

- A) The employee must be appointed to a position for which the City Manager certifies prior to hire and in writing that such an expenditure is necessary to recruit

a qualified employee.

- B) The maximum lump sum payment for an employee shall be up to \$7,000, plus airfare for the employee and one family member to Unalaska.
- C) If an employee should voluntarily terminate employment with the City or be terminated for cause before completing twelve (12) months of continuous service, employee shall be required to reimburse the City the full amount of the lump sum payment, including airfare.

20.4 TITLE 3: To an extent there is a conflict between this agreement and Title 3, the provisions of this agreement shall prevail. In the event this agreement is silent or no conflict exists, the parties agree to meet and discuss a resolution.

20.5 TRAVEL ALLOWANCE: Upon completion of twelve (12) months of continuous service and on the employee's anniversary date thereafter, each regular full-time employee shall receive a travel allowance in the amount of \$2,000, less applicable withholdings. Upon completion of 12 consecutive months of continuous service and on the employee's anniversary date thereafter, each regular part time employee shall receive a travel allowance in the amount of \$1,000, less applicable withholdings. Only regular full and part-time employees are eligible for this bonus. The travel allowance is included with the paycheck following the employee's anniversary date.

20.6 LONGEVITY BONUS: Beginning on the employee's third (3rd) year anniversary they will receive \$2,000 annual longevity bonus.

20.7 TUITION REFUNDS: In the event an employee successfully completes course work considered to be of benefit to the City, consideration shall be given toward reimbursement of up to 100% of the tuition expense. In order to receive consideration for reimbursement of tuition, the employee shall obtain the written concurrence of his Department Director that the proposed course is related to the employee's present duties, that successful completion of the course will be of mutual benefit to both the City and the employee involved, and that the course is offered through an accredited university, college, or vocational school. This concurrence shall be obtained before beginning the pertinent course of study. The Department Director shall render their decision on this matter prior to the commencement of the requested class. The employee shall also sign an agreement that the reimbursed tuition will be returned to the city in the event of separation from city employment within twelve (12) months from the date of completion of the course. Upon successful completion of the course involved, and prior to receiving a refund, the employee shall provide an official transcript and the tuition amount to Human Resources. Upon hire or at request each employee will be provided a copy of this policy/coverage plan.

ARTICLE 21 HEALTH AND LIFE INSURANCE BENEFITS

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.

All regular part-time employees of the City hired in positions budgeted for at least 20 hours per week but

less than 40 hours per week subject to insurability requirements may, at the employee's option, be covered by the group policy but shall pay one-half of the monthly premiums for said coverage.

The City reserves the right to amend, modify, suspend, or terminate the Group Health Insurance Plan provided the City make provisions for an equally comparable continued Health Insurance Plan for employees and their eligible dependents.

It is mutually agreed that either party may give written notice to the other party that they desire to meet and confer regarding the Health and Life Insurance Benefits Article of this Agreement. Once a party gives written notice of its intent to meet and confer regarding this Article, the parties will meet as soon as reasonably possible. In the event the parties agree on new terms of this Article, those terms shall be reduced to writing and shall supersede this Article. Upon hire or at request each employee will be provided a copy of this policy/coverage plan.

ARTICLE 22 RETIREMENT PLAN

Employees covered by this Agreement are eligible to participate in the Public Employees Retirement System in accordance with the agreement between the City and PERS. Regular employees who work less than 30 hours per week are ineligible for PERS benefits. Upon hire or at request each employee will be provided a copy of this policy/coverage plan.

ARTICLE 23 ACCESS TO CITY PROPERTIES

The Union shall have as its representative a business agent who shall be authorized to speak for the Union in all matters covered by this Agreement, and shall be permitted to visit any work area of employees subject to this agreement, provided that such visits do not interfere with the performance of work. A twelve (12) hour notice will be given to the area Director before such visits.

ARTICLE 24 SEPARABILITY AND SAVING CLAUSE

Should it be determined by a court of competent jurisdiction that any Article of this Agreement is not in conformity with any applicable law, the parties shall meet and such Article or portion thereof shall be suspended and amended to conform to law.

ARTICLE 25 HEIRS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties hereto; and no provisions, terms or obligations herein contained shall be affected by the consolidation, merger, or change of ownership or management of either party to this Agreement. This Agreement shall not be affected by any geographical relocation of the place of business of either party hereto.

ARTICLE 26 PRODUCTIVITY

26.1 PRODUCTIVITY STANDARDS: The overriding consideration in the establishment of productivity standards is an honest day's work for an honest day's pay. Since assuring the community that they are receiving the best services for their tax dollars is of critical interest to both employer and employee, the employees recognize that the establishment of such productivity improvements is the right and obligation of the employer. It is further recognized that employees have a right to be informed and participate in the implementation of productivity standards. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. Work procedures, schedules and assignments or any other means of increasing productivity may be established and/or revised from time to time at the discretion of the City so long as no right guaranteed employees under this Agreement is violated.

26.2 PERFORMANCE EVALUATIONS: 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 may conduct Performance Evaluations on each employee at least annually, and more often if deemed necessary. An employee must receive an over-all satisfactory Performance Evaluation to receive the scheduled wage increase. Annual evaluations will be performed in April. In the event of a less than satisfactory evaluation, a re-evaluation shall be performed at a determined amount of time up to three (3) months. Upon completion of a satisfactory re-evaluation, the employee shall receive the scheduled wage increase.

ARTICLE 27 TERM OF AGREEMENT

27.1 This Agreement shall become effective when duly ratified by the City Council of the City of Unalaska and the Union-represented employees of the appropriate Departments of the City of Unalaska and subsequently signed with proper witness by the designated representatives of the parties.

27.2 This Agreement is effective from July 1, 2022 through June 30, 2025. Either party may open the Agreement by written notice given by certified or registered mail at least sixty (60) days but not more than one hundred fifty (150) days prior to expiration.

27.3 This Agreement is executed this 3rd day of June, 2022, by the duly authorized agents and representatives of the parties hereto. No previous written or oral agreements shall apply after the signing of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on this 3rd day of June, 2022.

CITY OF UNALASKA

**INTERNATIONAL UNION OF
OPERATING ENGINEERS (302 IUOE)**

J. R. Pearson
~~Acting City Manager~~

Kyle Virgin Digitally signed by Kyle Virgin
Date: 2022.06.01 15:51:49
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Kyle Virgin
Field Representative 302

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on this 3rd day of June, 2022.

CITY OF UNALASKA



Chris Hladick
Interim City Manager

**INTERNATIONAL UNION OF
OPERATING ENGINEERS (302 IUOE)**

Kyle Virgin
Field Representative 302