

**ORDINANCE NO 5827**

**AN ORDINANCE RATIFYING A LABOR AGREEMENT  
BETWEEN THE CITY OF FAIRBANKS AND THE  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS LOCAL 1547, AND SETTING AN EFFECTIVE DATE.**

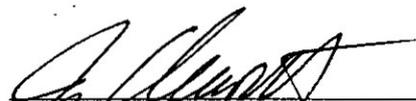
**WHEREAS**, the Collective Bargaining Agreement between the City and the IBEW Administrative, Professional, Executive & Supervisory bargaining unit expired on December 31, 2010; and

**WHEREAS**, the IBEW and City Administration have reached a tentative agreement for a new three year agreement which incorporates the labor goals of the City Council, is consistent with the terms of other recently adopted labor contracts, and has been approved by the membership of the bargaining unit.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:**

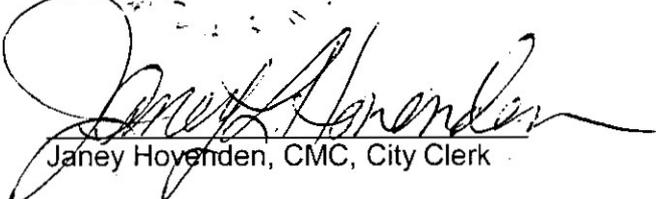
Section 1. That the attached three year collective bargaining agreement is hereby ratified.

Section 2. That the effective date of this ordinance shall be the 29th day of January, 2011; the collective bargaining agreement for three years effective January 1, 2011

  
Jerry Cleworth, City Mayor

AYES: Roberts, Matherly, Gatewood, Bratcher, Eberhart, Stiver  
NAYS: None  
ABSTAIN:  
ABSENT:  
ADOPTED: January 24, 2011

ATTEST:

  
Janey Hovenden, CMC, City Clerk

APPROVED AS TO FORM:

  
Paul J. Ewers, City Attorney

*City Of Fairbanks*



MEMORANDUM

To: City Council Members  
From: Jerry Cleworth, City Mayor  
Subj: Ordinance 5827 - IBEW Labor Agreement  
Date: December 20, 2010

J.C.

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I recommend your approval of this Ordinance for the following reasons:

1. This agreement removes Alaska Day as a fixed holiday, allowing City Hall to be open to serve the public on a day which most of our town is at work.
2. Although there is virtually no overtime for these unit, section 10.1(c) of the agreement limits overtime by providing that it would only be paid after 40 hours actually worked per week, not simply over 8 hours a day. (Thus, if an employee works one hour late on a Monday before taking an hour of annual leave during the week, overtime would not be paid). This change establishes an important precedent for other bargaining units.
3. In light of the fiscal uncertainties the City faces after calendar year 2011, a year in which revenues exceed expenditures, this agreement contains a single 2.5% increase and a "one-time" \$0.15/hour increase. The past contract provided annual CPI increases, with a 2.5% minimum payment and 3.5% maximum increase.
4. We have agreed to reopen the issue of wages/benefits for 2012 and 2013.<sup>1</sup>
5. The agreement replaces the "one size fits all" single pay rate for each position, instead allowing the Mayor (subject to Council Funding) to set compensation either below or above the benchmark rate depending on education and experience. It makes no sense for a highly trained employee with 30 years of experience to be paid the same as a new hire who is still in learning mode.
6. Removed the "me-too" wording on health care, under which any health care increase in other City contracts applied to this unit.
7. Clarifies that certain employees are confidential.

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<sup>1</sup> Note that we have also agreed to reopen Section 10.1(c).

**WORKING AGREEMENT**

**BETWEEN**

**THE CITY OF FAIRBANKS**

**AND**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 1547**

**SUPERVISORY, ADMINISTRATIVE, PROFESSIONAL AND EXECUTIVE EMPLOYEES**

**January 1, 2011 – December 31, 2013**

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# **WORKING AGREEMENT**

## **BETWEEN**

**THE CITY OF FAIRBANKS  
FAIRBANKS, ALASKA  
("EMPLOYER" OR "CITY")**

**LOCAL UNION #1547 OF  
THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL  
WORKERS, AFL-CIO  
("UNION")**

For the purpose of maintaining cordial relations between the City and the Union, as more fully set forth in Article One (1) below, the parties hereto do enter into, establish, and agree to the following:

### **ARTICLE 1 POLICY, PURPOSE AND EFFECT OF THIS AGREEMENT**

It is the policy of the City and the Union to continue harmonious and cooperative relationships between the City employees and the City to insure orderly and uninterrupted operations of government.

The welfare of the City and its employees is dependent largely upon the service which the City renders the public. Improvements in this service and economy in operating and maintaining expenses are promoted by willing cooperation between the City and each employee to render honest, efficient and economical service.

The purposes of this Agreement are:

- A. To promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to prevent avoidable delays and expense, and generally to encourage a spirit of helpful cooperation between the City and its employees to their mutual advantage.
- B. To recognize the legitimate interest of the employees of the City to participate through collective bargaining in the determination of terms and conditions of their employment.
- C. To promote fair, safe and healthful working conditions and to encourage the growth and development of the City employees.
- D. To promote individual efficiency, the highest degree of professionalism, management skill, and service in an atmosphere of mutual respect between the City and its employees.
- E. To avoid interruption or interference with the efficient operation of the City.

- F. To provide a basis for the adjustment of matters of mutual interest and concern by means of amicable discussion.
- G. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.
- H. The City of Fairbanks Personnel Ordinance is superseded by this Agreement and unless specifically referenced herein has no applicability to any Union member.

## **ARTICLE 2 RECOGNITION**

### **2.1 - Exclusive Bargaining Agent**

The City recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all members of the bargaining unit, consisting of the individuals employed in the job classifications set forth hereafter.

### **2.2 - Job Classifications and Descriptions**

The parties recognize the City's bargaining unit job classifications as listed and contained in this Agreement, attached Appendix "A", the job descriptions for such classifications, and that such classifications are in existence at the signing of this Agreement.

- A. Additional classifications or reclassifications shall be included within the bargaining unit or exempt therefrom on the basis of the Alaska Labor Relations Agency criteria.
- B. The City agrees to submit material changes in job descriptions for review and comment by the Union prior to implementing such changes. New job classifications created or existing job classifications changed during the life of this Agreement shall be submitted to the Union for review and comment prior to implementation.

Union comments are due within five (5) business days of submission to the Union unless agreed otherwise by the parties. The City shall make a good faith effort to take Union comments into consideration. The City reserves the right to make the final decision regarding such classifications and reclassifications. Only the most recently dated and initialed version is effective.

- C. Should unresolvable differences as to inclusion or exclusion of additional classifications or reclassifications to the bargaining unit occur, either party may request that the jurisdiction be determined by the Alaska Labor Relations Agency, or its successor for resolution.
- D. Any jurisdictional disputes involving another union that may arise as a result of the action of the parties regarding such classifications or reclassifications shall be submitted to the Alaska Labor Relations Agency, or its successor for resolution.

### **ARTICLE 3 HIRING PREFERENCES**

#### **3.1 - Non-Discrimination**

The Employer agrees that it will not discriminate in the hiring or treatment of employees because of race, color, national origin, sex, age, religion, marital status or changes in marital status, parenthood, physical handicap, or union affiliation or activity, or Association or political party affiliation; and agrees to comply with all applicable Federal and State Statutes and regulations prohibiting discrimination.

#### **3.2 - Local Hire Clause**

To the extent permitted by law the City and the Union agree to utilize the standard referral procedures of the IBEW and to give priority of hire to residents of the Fairbanks, Alaska area, when such residents possess the requisite skills and abilities, and are available for hiring.

#### **3.3 - Nepotism**

A person may not be employed when that person is related to by blood or marriage to an employee within and including the second degree kinship if a direct supervisory or direct working relationship would exist.

### **ARTICLE 4 UNION SECURITY**

#### **4.1 - Agency Shop**

- A. All employees shall, as a condition of continued employment, either become a member of the Union and pay Union dues or pay an agency fee to the Union equal to the amount of Union dues assessed uniformly against all Union members in this bargaining unit. To be eligible for the agency fee provision, an employee shall meet the "religious objection" criteria. Payment of Union dues or agency fee shall commence within thirty (30) days after the date of hire.
- B. Upon the written request by the Union to the City, a unit member employed for more than thirty (30) days who is not complying with the membership or agency shop provisions of the Agreement shall be terminated in accordance with the Union's written instructions. Where such dismissal action is taken by the City in accordance with the Union's written request, the Union will hold the City harmless.

- C. Persons hired in a bargaining unit position shall be informed at the time of the employment offer of the Union membership obligation under this Agreement. The employee shall report to the Union office for membership discussion within five (5) working days after reporting to work.

#### 4.2 - Exclusive Negotiations with Union

The Employer shall not negotiate with any organization other than the Union and its representatives with reference to the terms and conditions of employment of employees covered by this Agreement, except as otherwise provided in this Agreement.

#### 4.3 - Check Off and Payroll Deductions

The Employer agrees to deduct from the wages of each employee covered under this Agreement, as may be authorized by the employee by written assignment. Such deduction shall be transmitted to the Union within fifteen (15) days following the end of each calendar month.

The Union shall notify the Mayor in writing of a decrease or increase in authorized dues or fees deducted. The City shall then make the appropriate changes in payroll deductions. The City shall remit the employee's authorized Union deductions to the duly authorized representative of Union, together with a list of the names and addresses of the employees from whose pay deductions are made.

The Union, or its designee, shall have right to receipts from deductions of dues, initiation fees or agency fees, Union-sponsored insurance premiums and Union-sponsored employee benefits as previously authorized or as may be authorized by the bargaining unit member.

#### 4.4 - List of Bargaining Unit Members

The Employer agrees to furnish the Union with a roster of all employees working under the jurisdiction of this Agreement upon request.

#### 4.5 - Professional Representation

Union shall have representatives who are not employees of the Employer 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 at any reasonable time, consistent with operational requirements, and with advance notice to the Mayor.

#### 4.6 - Employee Representatives

The Union shall have the right to designate a representative or shop steward, and an alternate. The Union shall notify the City in writing as to the identity of the designated representative prior to their assumption of duties as representative. In addition to their work as an employee, the representative or his alternate shall have the right to receive complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. The representative shall, in addition to their work, be permitted to perform during working hours such normal Union duties as cannot be performed at other times. The City will not discriminate against the representative with regard to the proper performance of their Union duties provided that such duties are

conducted in a timely manner. The representative(s) shall notify their appropriate supervisor where they can be reached before the assumption of such Union duties. The Union shall notify the City within twenty-four (24) hours as to the appointment or official status change of any Union representative. The designated Union official (representative) shall be consulted by the City prior to the representative's termination.

#### 4.7 - Negotiating Team

The Union and City negotiating teams shall consist of no more than three (3) persons per side. Employees who are members of, or advisors to a Union negotiating team may attend negotiating sessions held during the employees' duty hours without loss of pay, provided that no more than two (2) on-duty employees may attend any session without loss of pay. This section shall not be construed to limit the number of off-duty employees who may attend negotiating session, and who make their own arrangements to be away from their duties. This section only limits the obligation of the City to pay on-duty employees for attendance.

### **ARTICLE 5 MANAGEMENT'S RIGHTS**

#### 5.1 - General

The City, under this Agreement, has and will retain the right to represent and manage the City, and direct its working forces, including the right to hire, to promote and demote, to discharge personnel for good and just reason in the interest of the City, provided such actions do not conflict with the provisions of this Agreement. Nothing in this Agreement is intended, nor is it to be construed in any way, as to interfere with the prerogative of the City to manage and control the business.

#### 5.2 - Subcontracting

The City reserves the right to subcontract any work falling within the scope of this Agreement. An employee whose position is eliminated as a result of subcontracting shall be offered reasonably comparable work within the City at his regular rate of pay and level of benefits. If no such position is available, the affected employee shall be given at least six (6) months notice prior to lay-off or severance pay equal to six (6) months pay and benefits minus the amount of notice actually given. The employee may opt, however, to take three (3) months severance pay in lieu of three (3) months of the notice period. Any employee suffering a loss of hours shall be made whole by an amount of pay and benefits equal to his reduction in hours for a six (6) month period.

An employee laid off as a result of the City's exercise of its rights under this section shall have the first right of refusal to his former or any equivalent position, in the event either becomes available within the next thirty-six (36) month period. Disputes as to the comparability or equivalence of any position shall be resolved in accordance with expedited arbitration. Notification of vacancy pursuant to this section shall be to the Union's Fairbanks' business office. The employee's time to respond to such notice shall be as set forth in Article 23, Section 2(B).

**ARTICLE 6  
HOLIDAYS**

**6.1 - Listing**

The following days shall be considered holidays with no deductions in pay:

|                  |                            |
|------------------|----------------------------|
| New Years Day    | - January 1st              |
| Presidents' Day  | - 3rd Monday in February   |
| Memorial Day     | - Last Monday in May       |
| Independence Day | - July 4th                 |
| Labor Day        | - 1st Monday in September  |
| Veteran's Day    | - November 11th            |
| Thanksgiving Day | - 4th Thursday in November |
| Christmas Day    | - December 25th            |

**Two (2) personal floating holidays** and such other days as the City Council may fix as additional holidays for all employees.

**6.2 - Observance of Holidays**

A designated holiday will normally be observed on the calendar day on which it falls, except that employees who are regularly scheduled to work on Monday through Friday will observe the preceding Friday when the holiday falls on Saturday, and will observe the following Monday when the holiday falls on Sunday. Normally only those employees designated in advance by appropriate supervision will be required to work on a designated holiday.

**6.3 - Working on Holidays**

If a non-exempt employee is required to work on a holiday, the City will pay 8 hours straight time pay for the holiday, plus time and a half for hours actually worked. If a holiday falls during an employee's vacation, the employee shall receive holiday pay for the holiday and shall not be charged leave time for that day.

Employees shall not be paid for holidays occurring while they are on unpaid but approved leave of absence.

In order to receive pay for an observed holiday an employee must not have been absent without authorized leave on the work day before or after the holiday.

**ARTICLE 7  
GRIEVANCE/ARBITRATION PROCEDURE**

It is the mutual desire of the City and the Union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both the City and the Union to effect the resolution of grievances at the earliest step possible. In the furtherance of this objective, the City and the Union have adopted the following procedure as the exclusive means of resolving differences and disputes under this Agreement.

A grievance is defined as any dispute involving the interpretation, application or alleged

violation of any provision of this Agreement. However, any dispute involving the commencement date or termination date of this Agreement shall not be considered a grievance and shall not be submitted to the grievance/arbitration procedure set forth herein. Any dispute concerning commencement or termination of this Agreement shall be specifically reserved for judicial review. Grievances may be initiated by the Union or the City as hereafter specified. Where a matter requires resolution on an accelerated basis, expedited arbitration shall also be available.

#### 7.1 - Regular Arbitration

##### STEP ONE -

When an employee has a grievance, the employee, accompanied by a Union Representative if the employee chooses, shall verbally discuss the matter with the relevant immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within ten (10) working days of the employee having through the exercise of reasonable diligence, gained knowledge that a grievance exists. If the grievance cannot be resolved through verbal discussion, the grievance shall be reduced to writing, signed by the employee, and presented within three (3) working days to the immediate supervisor by a Union Representative. The grievance shall state the Article and section number of this Agreement allegedly violated, the manner in which the employee believes that section has been violated, and the precise remedy sought. The immediate supervisor shall investigate the grievance and shall indicate thereon, in writing, his or her response to the grievance within five (5) working days following the day on which the written grievance was presented. The written grievance containing the response of the immediate supervisor shall then be delivered to the Union, with a copy to the aggrieved employee(s), within five (5) working days for further handling at the next step of this procedure.

##### STEP TWO -

- A. If the grievance is not settled, the written grievance and the responses thereto of the immediate supervisor shall be submitted to the Mayor or his/her designee, by the Union with a written statement as to why the response at Step One was not acceptable.
- B. A grievance initiated solely by the Union and not on behalf of a particular employee shall begin at this step and shall, within ten (10) working days of receipt of the response of the immediate supervisor, be submitted to the Mayor or his/her designee in writing. A grievance initiated by the City shall commence at this step and shall be submitted to the Union in writing. The union shall have fifteen (15) working days to meet with all involved parties in conciliation, investigate and consider the grievance and deliver a written response to the Mayor. If the Union rejects the City's grievance remedy, the reason(s) shall be stated in the response. Grievances initiated by the Union or the City shall state the Article and section number of this Agreement alleged to have been violated and the manner in which it has been violated. Grievances for which expedited arbitration is sought shall also be initiated at this step.
- C. The Mayor shall have fifteen (15) working days to meet with all involved parties in conciliation, investigate and consider the grievance and deliver a written

response to the Business Agent. If the Mayor rejects the grievance remedy, the reason(s) shall be stated in the response.

- D. At the parties' meeting all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation. Where such conciliation efforts are unsuccessful, the grievance may be advanced to arbitration as follows.

#### 7.2 - Expedited Arbitration

Where expedited arbitration is provided for under this Agreement, or mutually desired by the parties, the grievance at issue shall be initiated at Step Two and advanced from there to the selection of an arbitrator under Section 4, Expedited Arbitration/Arbitrator Selection.

#### 7.3 - Regular Arbitration/Arbitrator Selection

- A. The moving party shall make demand in writing upon the other party for binding arbitration within ten (10) working days from the date of delivery of the final response of the Mayor or of the Union, as the case may be. Time for delivery of such demand shall not be extended on account of unfinished conciliation efforts, unless a written consent to extension is executed by both parties.

The parties agree to request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven (7) names of persons who are available for services as labor arbitrators.

- B. Within five (5) working days, from the date of receipt of the list, the Employer and the Union Representative shall meet and alternately strike one (1) name from the list until one name remains. The side to strike the first name shall be chosen by the flip of a coin.
- C. If either party fails, or refuses, to jointly request a list of arbitrators or fails or refuses to choose an arbitrator from such list as provided above, then either party may make a demand or submission to the American Arbitration Association and the neutral arbitrator shall be appointed in accordance with Rule 12 of the American Arbitration Association Voluntary Labor Arbitration Rules as are in effect at the time of demand.

#### 7.4 - Expedited Arbitration/Arbitrator Selection

- A. The parties may meet and adopt a list of arbitrators suitable to both parties for use as arbitrators and/or mediators pursuant to this section. The party proposing a name for the list shall submit biographical information or a resume for that person for the other party's consideration. For selected issues the parties recognize that a local arbitrator may have a better knowledge of local conditions and problems and there could be cost and time savings by the selection of a local arbitrator. Consequently, the parties shall endeavor to include the names of at least three (3) local persons on the list. The arbitrators on the expedited arbitration list shall not be required to be members of the Federal Mediation and Conciliation Service or of the American Arbitration Association.

- B. Where expedited arbitration or mediation is required by this Agreement, or mutually desired by the parties, within ten (10) working days of receipt of the demand for arbitration or mediation or another mutually agreeable time, the parties shall meet and select a name from the pre-determined list based upon the following factors in order of priority; 1) the arbitrator's early availability, 2) the background and experience of the arbitrator in the issues to be determined, 3) the aggregate of the travel and per diem expense of the arbitrator, and 4) such other factors as are deemed important by the parties at the time of selection. When the parties cannot mutually agree upon a name that is on the list based upon the above criteria, then they shall alternately strike one (1) name from the list until one name remains. The side to strike the first name shall be chosen by the flip of a coin. In no event shall the arbitration hearing be held more than sixty (60) days after a request for expedited arbitration has been made. However, if none of the arbitrators are available within that time, the mutually agreed to arbitrator with the earliest availability dates shall be selected.

#### 7.5 - Rules Common to Regular and Expedited Arbitration

- A. The arbitrator shall consider and decide only the specific issue or issues submitted in writing and shall have no authority to decide issues not so submitted. The authority of the Arbitrator shall be limited to the application and interpretation of this Agreement. They shall have no authority to amend, alter, modify or otherwise change the terms or scope of this Agreement. The arbitrator shall be empowered to conduct a formal hearing governed by the procedural rules of the American Arbitration Association, take evidence, issue subpoenas to compel testimony or the production of physical evidence, and to issue a written opinion and award.
- B. The decision of the Arbitrator shall be final and binding upon the parties to the dispute. The final decision of the Arbitrator shall be implemented as soon as possible, but not later than thirty (30) days after the final decision is rendered.
- C. The City and the Union mutually agree to have more than one grievance or dispute submitted to the same arbitrator. Each grievance or dispute may by mutual agreement be submitted to separately convened arbitration proceedings.
- D. The expenses of the neutral Arbitrator shall be borne by the losing party. If, in the opinion of the Arbitrator, the positions of both parties were reasonable and neither party can be fairly considered the losing party, then such expenses shall be borne equally by the parties.

#### 7.6 - Employee Witnesses

The City and the Union shall bear the expense of their respective representatives and witnesses. Any City employee called as a witness by either side will continue to receive his or her regular rate of pay while attending a hearing during normal working hours for the witness. Should a hearing be scheduled outside of regular working hours or extended beyond regular working hours, no compensation shall be paid by the City for the time outside regular working hours nor shall any employee witness be entitled to overtime or

premium pay for attendance at an arbitration hearing. The shop steward may attend the hearing during normal working hours and continue to receive his/her regular rate of pay. The parties will in good faith schedule and conduct arbitrations so as to try to minimize overtime costs and disruption of work schedules or lost productivity.

#### 7.7 - Retroactive Pay

No Arbitrator appointed hereunder shall have any authority whatsoever to award any grievant any retroactive pay for any period of time prior to fifteen (15) calendar days of the employee having, through the exercise of reasonable diligence, gained knowledge that a grievance exists in accordance with Article 7, Section 1 above. To the extent this provision may conflict with applicable State or Federal law regarding employee wage or benefit claims, such applicable law will prevail.

#### 7.8 - Discharge

In cases where it is determined an employee has been discharged unjustly and without cause, the Arbitrator may order the Employer to return the employee to his position without loss of pay and benefits. When the employee is reinstated to his position, he shall be reinstated with no loss of seniority. An employee has the affirmative duty of mitigation of damages. All unemployment compensation and all such amounts of money received or available by mitigation of damages will be deducted from any award granted by the Arbitrator.

#### 7.9 - Default

Notwithstanding Sections 3 and 4 above, in the event either party to a grievance fails to properly answer, respond or act within the time specified at any step of the grievance procedure, the grievance shall be deemed settled against the party which failed to timely answer, respond, act, or appeal. Any of the time limits set forth in the grievance procedure may be extended by written Agreement. Grievances resolved by default may not be the basis of establishing precedent on the merits for the resolution of any other grievances.

## **ARTICLE 8 DISCHARGE AND NOTICE**

#### 8.1 - Timely City Notice To Employee

Except for discharges or suspensions for just cause, all permanent employees who have fulfilled probationary requirements shall be given thirty (30) days notice of separation, or four (4) weeks pay, computed at the regular hourly rate, in lieu of such notice. Such notice, or pay in lieu of notice, shall not be required in the case of terminations or suspensions for just cause.

#### 8.2 - Timely Employee Notice To City

All permanent employees who have fulfilled probationary requirements shall give the Employer two (2) weeks notice before leaving their employment unless mutually agreed beforehand between the Employer and the employee. Notation of failure to give proper notice will be placed in the employee's personnel file and may result in the employee being classified as "Ineligible for Rehire".

### 8.3 - Manner of Delivery of Notices

Notices required or allowed by this Agreement to be given to the Mayor shall be deemed given when actually delivered to the Mayor, or when delivered to the secretary of the person in charge of the office of the Mayor. Notices required or allowed to be given to the Union shall be deemed given when actually delivered to the Union's business agent, or when delivered to the secretary or person in charge of Union's Fairbanks' business office. Notices to an immediate supervisor shall be personally delivered. Notices to an employee shall be personally delivered, or, if an employee is absent from the work place, shall be deemed delivered when placed in the United States mail, postage fully prepaid, certified mail, addressed to the employee at his or her mailing address as shown on the records of the City.

### 8.4 - Termination For Cause

An employee terminated for just cause shall not be entitled to severance pay. A written statement of the reasons for termination for cause shall be given to the affected employee and his or her Union Representative. The term "severance pay" does not include accrued leave or other earned benefits.

## ARTICLE 9 HEALTH AND WELFARE

### 9.1 - Health and Welfare

- A. The City agrees to pay each month for coverage of employees working under the terms of this agreement in the Alaska Electrical Health and Welfare Plan. All new employees shall be covered on the first (1st) of the month following the date of employment.

**The City's contribution shall be as provided in Schedule "A".**

### 9.2 - Retirement/Pension and Social Security

- A. The City agrees to pay the Alaska Electrical Pension Trust Fund (AEPTF) as described in the Trust Fund Plan document, dated October 1987, and as amended from time to time, **as provided in Schedule "A"**.

**The Union may allocate the package rate to wages, pension and health and welfare as it sees fit.**

- B. In the event federal legislation is passed which appears to require public employees participating in a private pension plan to also participate in Social Security, the parties shall meet and by mutual agreement, determine how such legislation shall impact this Agreement.
- C. Employees may voluntarily contribute to the Alaska Electrical Worker's Money Purchase Pension Plan. The Employer agrees to withhold and forward voluntary contributions authorized by the employee.

### 9.3 - Deferred Compensation

- A. Employees covered by this Agreement shall continue to be eligible to participate in any City deferred compensation program. **The Union will be consulted prior to any change in deferred compensation plans by the City.**

### 9.4 - Physical Examinations

A yearly physical examination at the expense of the Employer is offered to employees at their election beginning during their second year of employment. The results of these tests shall be confidential between the employee and the examining physicians. The expense of any physical that is required by the City or by law of employees shall be paid by the City **after the charges are processed by the employee's insurance plan(s). The City will not reimburse for charges for services that are not reasonable and customary.**

### 9.5 - Fitness to Perform Duties

When in the opinion of the City there arise documented incidents, which raise specific questions as to the physical and/or mental ability of an employee to perform his or her normal work assignment or fitness for duty, an appropriate examination of the employee may be ordered by the City. If such examination demonstrates, in the opinion of the examining physician or specialist, that the employee is physically and/or mentally incapable of performing his or her normal work assignment or is not fit for duty, the employee shall be allowed to seek a second opinion from a local licensed physician or specialist (whichever the case may demand) of his or her choice at his or her own expense. If there is no other physician or specialist within the Fairbanks area from which the employee may acquire a second opinion, the City will share equally the costs of the employee's second opinion, including related travel costs, so long as the employee goes to a physician or specialist within the Anchorage, Alaska area.

If the results of these two examinations are not in agreement, then a third opinion shall be solicited from a physician or specialist (whichever the case may demand) mutually agreeable to the Employer and employee. The results of this third examination shall be final and binding, subject only to the grievance (appeal) and arbitration procedures described elsewhere in this Agreement. The Employer shall pay for the first physical and/or mental examination. If the third physician agrees with the first physician, then the employee will be responsible for the cost of the third examination. Otherwise, the Employer shall pay for the cost of the third examination.

### 9.6 - Drug Testing

The parties agree to be covered by a random drug test policy in the same manner as federal CDL holders are subject to, at the expense of the City.

### 9.7 - Unemployment Compensation

The employees covered by this Agreement shall be entitled to coverage of the Unemployment Compensation Act of the State of Alaska, as amended from time to time.

### 9.8 – Add \$.73 per hour to package rate before application of 2011 pay scale increase.

### **9.9 - Section 125 Plan**

**The City agrees to maintain a Section 125 "Flexible Benefits Plan" as a means for employees to pay insurance premiums on a pre-taxed basis, and for the purpose of setting aside monies to pay uncovered costs of medical insurance and dependent care as allowed under federal law.**

## **ARTICLE 10 WORKING CONDITIONS**

### **10.1 - Work Week**

- A. Members of this bargaining unit are professional, executive and/or administrative employees, and as such are required to work a sufficient number of hours to perform their job duties, some of whom are exempt from receiving overtime.**
- B. Flexible work week and work day schedules will be fully considered and used with the mutual consent of the city and employee, including work beyond eight hours on one day and work on more than five days.**
- C. Non-exempt shall receive overtime for all actual work hours that exceed forty (40) hours per week, including comp time taken but not personal leave.**
- D. Employees called back to work by their Department Head after leaving work will be credited with a minimum of two hours of work to be credited towards the forty (40) hours of work for that week.**
- E. Employees will not be required to take personal leave by the City nor will they be furloughed by the city to avoid liability for overtime earned under the terms of this section.**
- F. An employee called into work outside of their regular shift will be allowed to work all hours of the regular shift on the day called in.**

**The parties agree to re-open negotiations on this section in 2011 and 2012 as part of re-opening negotiations on economic terms.**

### **10.2 - Pay Periods**

**Pay days shall be established covering payroll periods from the first (1st) to the fifteenth (15th) day of the month, paid no later than the end of that month inclusive and from the sixteenth (16th) day of the month to the last day of the month paid no later than the 15<sup>th</sup> of the following month inclusive, and shall not be later than the sixth (6th) and twenty-first (21st) days of each month except when pay day falls on Saturday, Sunday or holidays. If pay day falls on Saturday or Sunday unless Saturday is preceded by a recognized holiday, pay day shall be on Friday. If pay day falls on Sunday or on a Saturday following a recognized holiday, pay day may be on the day prior to the Holiday following Monday, unless the , if Monday is a recognized holiday, in which event pay day**

~~will be may fall~~ on the **Friday prior**. ~~Tuesday~~. The City reserves the right to establish a 26 pay period/year pay period. Each check shall have a stub, or duplicate, itemizing all legal and authorized deductions, hours worked, rate of pay for straight time and, if applicable, overtime hours worked. If an employee is not paid on the established payday, he shall receive eight (8) hours pay at the straight time rate for each twenty-four (24) hour period until he receives his paycheck.

#### 10.3 - Revocation of Driver's License

Certain jobs within this bargaining unit require a valid driver's license in the performance of their job duties. Loss of this license may result in termination or suspension during the period they do not possess a valid license. The Employer, however, shall make reasonable efforts to accommodate the employee's loss of driving privileges. No employee may be deprived of pay or seniority based upon the revocation of his or her driver's license for a violation or violations of the law which result from the direct orders of his or her superior to specifically commit such violation or violations.

#### 10.4 - Work Environment

The City will make every reasonable effort to provide adequate ventilation, temperature controls, sanitary facilities, and privacy. In the event these standards are not maintained, the employees affected shall not be penalized for any loss of productivity arising out of these conditions.

#### 10.5 - Bulletin Boards

The City shall furnish bulletin boards in each work area. Such bulletin board to be used for notices to employees given by the City, the Union, the Department of Labor, and other governmental agencies. Neither the City nor the Union shall post or allow the posting of materials which are inflammatory in nature, insulting or in poor taste. Existing boards may be used instead of installing new ones.

#### 10.6 – Indemnification

In the event any action or claims are made by a person, entity, or persons against any employee, or his/her estate, for actions done while in the scope of City employment, the claim shall be defended by the City and any liability which is incurred by the employee or estate as a result shall be paid by the City, provided that, any actions or claims, defense of liability resulting therefrom shall not be paid by the City if the action or claim(s) are based upon acts or omissions of the employee resulting from recklessness, gross negligence, or intentional misconduct. In the event that the City Council may by ordinance enact indemnification provisions that provide added protections to employees, such shall apply to this bargaining unit.

In the event the City resolves an action or claim involving an employee for purely pragmatic reasons not involving any misbehavior by the employee, the City will issue a letter to the employee stating the reasons for the settlement, with a copy to be placed in the employee's personnel file.

## **ARTICLE 11 PROBATION**

### **11.1 - Object**

The probationary or working test period is an integral part of the hiring and employment process. It shall be utilized to secure the most effective adjustment of a new or promoted employee to his position, to allow the Employer and the employees the opportunity to consider their ability to make a long term commitment, and for the Employer to reject any employee whose performance does not meet required work standards.

### **11.2 - Duration**

The probationary period shall be six months for all employees covered hereunder. A promotion or transfer shall not trigger any additional formal probation; however, for a ninety (90) day period following any transfer or promotion, the employee may elect, without penalty, to return to his former position, even if this requires the layoff of the person holding the position. Likewise, the Employer may elect to return the employee to his former position during the same time period without cause, but without penalty to the employee. But for this one exception, a transferred or promoted employee retains all rights and entitlements.

### **11.3 - Dismissal**

During the probationary period the Mayor may remove an employee who is unable or unwilling to perform the duties of the position satisfactorily or whose habits and dependability do not merit his continuance in the service. Any employee removed during the probationary period does not have the right to appeal to arbitration. Likewise, a probationary employee may elect to sever the employment relationship during this period without any penalty or adverse reflection on his record.

## **ARTICLE 12 EMPLOYEE RECORDS**

### **12.1 - Examination of Records**

Every employee covered by this Agreement shall have the right to examine all records pertaining to him on reasonable demand, subject to the availability of the personnel administrator or other employee(s) authorized to produce such files. In no event shall an employee be caused to wait more than eight (8) working hours. The Employer shall make available original or copies of the original records for examination by an authorized Union Representative having written authorization of the affected employee(s) upon twenty-four (24) hours notice from the Union, weekends excluded. The City, the Union, and the affected employee agree to periodically meet to review documents that relate to "stale" matters when the employee has successfully resolved the problem.

The City agrees to make available to the Union business agent, or his appointed representative, individual payroll records when requested of employees covered by this Agreement upon receipt of written authorization from affected employees.

### **12.2 - Time Cards**

Time cards of employees shall not be changed without consulting with the employee involved, except where time is of the essence. In such cases where the Employer must

change a time card, consultation with the employee shall occur at the first reasonable opportunity. Copies of the employee's time cards shall be made available by the Employer for inspection by the employee or Union Representative upon eight (8) hours notice by the Union or affected employee. In the event the employee disagrees with the Employer's change, even after consultation, the disagreement may be submitted as a grievance for resolution in accordance with Article 7.

### **ARTICLE 13 EQUIPMENT AND CLOTHING**

#### **13.1 - Clothing**

The City agrees to provide work gloves, rubber boots, coveralls and such other protective clothing to be determined by the Mayor, and as required by State and Federal Safety regulations, for use by members as duties require.

#### **13.2 - Employer Issued**

Employees who are issued equipment for City use shall have that equipment receipted to them and shall be responsible for its proper use. When the equipment issued becomes damaged, broken, unsafe or unserviceable, it shall be turned in to the City to be repaired or replaced. Employees shall use all reasonable means to protect and secure all City property, equipment and supplies.

#### **13.3 - Personal Property**

In the event the Mayor approves in writing the use of the employee's personal property during such employee's normal duties, the Employer shall reimburse the employee for the repair or replacement of said personal property. The employee, however, shall not be reimbursed for the consequences of his own gross negligence or willful misconduct.

#### **13.4 - Improved Equipment**

The City shall make an effort to provide employees with equipment that will allow the employee to work efficiently and improve productivity; i.e., computers, word processors, vehicles, and all other equipment and instruments necessary to perform the work. In the event such necessary equipment is not provided, the employees affected shall not be penalized for any loss of efficiency or productivity that may result.

#### **13.5 - City Property**

Upon termination of employment, each employee shall return to the City any property of any kind belonging to it, no later than the time at which the employee is paid all wages and other sums due under the provision of this Agreement.

### **ARTICLE 14 SAFETY**

All work should be executed in a safe and proper manner. The Alaska Occupational Safety and Health Standards will serve as minimum standards.

The Employer shall furnish and provide adequate training in the use of such safety equipment as is necessary for the safety of the member. 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.

## ARTICLE 15 EDUCATION, TRAINING AND TUITION

### 15.1 - Employer Provided

The Employer shall provide education and training necessary for an employee to maintain professional licenses or certifications required by law. Employer required education and training shall also be provided at the Employer's expense. The actual and necessary expenses incurred by bargaining unit members for official travel outside the City of Fairbanks because of such education and training shall be paid pursuant to Article 19, TRAVEL AND PER DIEM. The provisions of Section 15.2 will not apply if the employee is required by the Mayor, or designee, to attend training or education. The parties agree to modify travel documents so that reimbursement responsibility is made clear prior to education and training.

### 15.2 - Employee Requested

An employee may wish to obtain education or training in addition to that provided by the Employer under Section 1 of this Article. In order to obtain a tuition refund or reimbursement for any other conference or seminar ("tuition"), education or training costs and fees, including travel and accommodations, employees must first obtain prior written consent of the Mayor. Where such consent has been provided and upon proof of successful completion of the education or training, the City shall give the employee administrative leave for travel to and from, as well as attendance at, the conference or seminar and shall refund 100% of tuition paid for such education or training. The City shall also reimburse the employee for any pre-approved reasonable costs, fees or travel expenses paid by the employee in connection with such education or training. Reasonable costs, fees and travel expenses reimbursed for travel outside the City of Fairbanks shall be as described in Article 19, TRAVEL AND PER DIEM.

The employee whose educational or training request has been granted shall sign an agreement providing that any refund or reimbursement will be returned to the City on a prorated basis in the event of voluntary termination within 360 calendar days. Involuntary terminations or separations involving medical reasons will not require refunds to be returned.

## ARTICLE 16 WAGES

### 16.1 - Wage Classification and Salaries

The wage rate, **which is the package rate minus allocations for benefits**, for the classifications is shown in Appendix "A." The City is not precluded from paying a higher wage rate or annual bonus, as it finds necessary for superior performance to any of the employees covered by this Agreement. (See text accompanying Appendix "A," Section 3).

- A. **The package rate will be adjusted by an increase of two and one-half percent (2.5%) for 2011. Either party may request a wage re-opener for 2012 and 2013 by giving notice in the 9<sup>th</sup> and 21<sup>st</sup> months. Any increase for each year will be calculated on the package rate. The Union may allocate the package rate to wages, pension and health and welfare as it sees fit.**
- B. **Newly created classifications, temporary and Intern employees wage structures will be mutually established by the City and Union assessed by the knowledge, skills and abilities of the individuals.**
- C. **The parties recognize that computing a full package rate, in which actual wages, health care and pension costs are computed on the basis of annual compensable hours, is a more accurate method of reflecting the actual cost to the City. In the past, the parties did not consistently use a package rate approach. Effective January 1, 2008, the parties converted the past methods of accounting for wages and benefits into a package rate upon which all future wage changes will be based.**

#### 16.2 - Pay For Additional Work In the Same or Higher Classification

Under ordinary circumstances, the Employer agrees to utilize employees exclusively within their own classification. However, it is understood that the temporary assignment of additional work or the making of acting appointments may be necessary as follows:

- A. **Temporary Assignments. Temporary assignments shall cover those situations where an employee is required to assume the duties of a vacant position in addition to his own. Temporary assignments are not intended to cover the assignments of incidental or minor additional duties or mergers of duties of two positions when the work load for the merged position remains reasonable.**
  - 1. **An employee given a temporary assignment of the duties of a position lower or equal to his in pay shall receive a pay differential as follows: four percent (4%) for temporary assignments in excess of sixty (60) days.**
  - 2. **An employee given a temporary assignment of the duties of a position compensated at a rate higher than his shall receive the higher rate of pay plus the differentials set forth in paragraph 1 above.**
  - 3. **If less than all or a substantial portion of the other employee's duties are assigned, the pay differentials described in paragraphs (A)(1) and (2) above shall be prorated accordingly by agreement of the parties.**
- B. **Acting Appointments. Acting appointments shall cover those situations where an employee temporarily vacates his regular position and is officially promoted to or asked to fill a position other than his own on an acting basis.**
  - 1. **An employee asked to accept an acting appointment shall be paid the**

rate of pay applicable to his or the position to which he has been appointed or asked to fill, whichever is higher.

2. An employee given an acting appointment shall accrue benefits at the higher rate of pay, as set forth in paragraph (B)(1) above.
3. In no case shall an acting assignment exceed a three (3) month period except by agreement of the parties. Any employee serving in such acting capacity shall be given preference where he is among those applicants seeking to fill the position on a permanent basis.

#### 16.3 - Compensatory Time

- A. Exempt Employees. Compensatory time is time off made available to an employee who has worked in excess of 40 hours per work week as a result of his attendance at such things as mandatory meetings, actual call-outs, evening work on special projects the completion of which is not feasible during the ordinary work day or workweek or other similar functions. The accrual and use of compensatory time shall be pre-authorized and administered in the manner set forth by the Mayor, as amended from time to time.
- B. Non-Exempt Employees. Except for public safety employees, non-exempt employees who work beyond 40 hours per week may elect to accrue compensatory time at the rate of 1.5 hours for each hour worked. No balance beyond 240 hours may be accrued. Public Safety employees may by law accrue up to 480 hours.

#### 16.4 - Court Appearance

Employees required for court, as a result of actions performed for the City in the line of duty, shall suffer no loss in regular earnings, but shall be compensated during their service at the employee's rate of pay if on duty. Any witness fees shall be turned over to the City. If members are off-duty they shall receive pay or compensatory time at the appropriate rate with a two (2) hour minimum being paid or credited.

### **ARTICLE 17 PERFORMANCE EVALUATIONS**

Employees in the Bargaining Unit, on probationary status, shall receive written performance evaluations midway through and at the completion of the probationary period. Regular employees may be evaluated as the need arises or as requested by the employee. Bargaining unit members shall be given at least ten (10) working days prior to finalization of any evaluation to make a written rebuttal to it which shall become a part of the employee's official personnel record.

### **ARTICLE 18 FILLING OF VACANCIES**

#### 18.1 - Promotional Opportunities

The parties understand and agree that hiring and promotional decisions shall be made on

the basis of merit and fitness. Where merit and fitness are equal, the greater seniority of one applicant over another shall be considered an additional qualification. Preference may be given to the acting appointee for the vacant position pursuant to Article 16, Section 2(B)(3) of this Agreement.

#### 18.2 - Vacancy Promotions

When a vacancy occurs or a new position is created pursuant to this Agreement, the Mayor or the personnel office, through him, shall post vacancy announcements which shall include a job description, salary information and a complete list of all factors or criteria including but not limited to education, training and experience that will be considered in making the job award. The announcement will also state whether a formal written application is necessary and where and when such application can be obtained.

Vacancy announcements shall also specify the position's opening date, a job description and title, and any other pertinent information including any tests or examinations that will be required and together with the closing time and date of the application period. Copies of all such notices will also be provided to the Union's Fairbanks' business office.

#### 18.3 - Application Procedure

Where applications are to be made for any vacant or newly created position within the bargaining unit, application forms will be made available from the personnel office.

#### 18.4 - Rights

Employees offered and who accept a promotion or transfer into a vacant or newly created position will be placed at the appropriate level or step given their current level of service and compensation. For all transferred or promoted employees, length of service will remain unbroken and all accrued benefits shall remain unchanged.

#### 18.5 - Promotions/Transfers

Any employee may refuse a permanent, non-disciplinary transfer to a lower or comparable rank or classification or a promotion to a higher rank or classification. Such refusal shall not be the basis for discipline or any other adverse action including but not limited to: leave, training or reimbursement request denials, an otherwise unwarranted demotion or transfer, changes in work assignments, work location, or support personnel.

### **ARTICLE 19 TRAVEL AND PER DIEM**

#### 19.1 - Official Travel Outside City of Fairbanks

It is the intent of this section to provide (a) reimbursement for actual and necessary expenses incurred by bargaining unit members because of travel on the City or Departmental business and (b) a daily per diem payment for meals and other expenses. Employees' time spent at official conferences, meetings or training sessions is compensable; if the employee is unable to return to the normal work place, a full 8 hours of compensable time is earned. Should the actual training or meetings exceed 8 hours, all time spent is compensable.

The City will fully reimburse the employee for travel, lodging, parking, and other

required expenses. In addition, forty dollars (\$40.00) a day will be paid for meals and optional items and shall be adjusted upward by the same amount as any increases in the City Code.

#### 19.2 - Use of Personal Vehicles

Employees are not authorized to use their privately owned vehicles for City business. However, when members are authorized by the City in writing to so use their private vehicles for official business reimbursement for such use shall be at the rate allowed by the Internal Revenue Service as proper. In the event the employee is required to respond to a problem or emergency after regular work hours, he may utilize his personal vehicle to go directly to and return from the site of the problem or emergency and be reimbursed at the rate allowed by the Internal Revenue Service as proper.

### ARTICLE 20 PERSONAL LEAVE

#### 20.1 - Personal Leave

- A. Effective February 7, 2005, newly hired employees shall accrue leave according to the following schedule:
  - 1). One to Two Years: 160 hours per calendar year;
  - 2). Two to Five Years: 200 hours per calendar year;
  - 3). Over Five Years: 240 hours per calendar year.
  
- B. Persons hired prior to February 7, 2005 shall receive 240 hours of leave per year.

#### 20.2 - Leave Requests

Scheduled personal leave may be taken in conjunction with approved travel on City business so long as any additional expenses to the City are reimbursed by the employee. When Personal Leave is used for illness or bereavement, the employee shall notify the supervisor as soon as possible.

#### 20.3 - Termination Cash-out

Upon termination of any employee covered by this Agreement, **the full value of all accrued personal leave in accord with the cash-out values of Section 20.5**, shall be paid, ~~except that in the case of involuntary termination or the death of an employee the full value of all hours will be paid at the employee's then-current rate of pay.~~

#### 20.4 - Draw Down of Personal Leave

Subject to the "cap" provision set forth below, any employee covered by this Agreement may cash out his/her personal leave in accordance with the following schedule. Member "cash-out" requests must be submitted to the Mayor. The cashed out hours will be paid on a separate check due at the same time as the employee's next regular paycheck. **Draw-downs in excess of three hundred hours per year are not considered compensable hours for pension benefit payments.** Cashouts will be subject to union dues and the City will make pension contributions on all leave cash-outs.

The City will pay pension contributions on personal leave cashed out by IBEW members, under this section.

LEAVE USAGE. All Personal Leave hours have full leave usage and leave usage is not reduced at any time regardless of the total number of hours accrued.

Total Personal Leave Hours for Draw Down:

0 - 200 hours: Cannot cash-out, **except in cases of financial hardship**  
Over 200 - 100% cash-out value.

#### 20.5 - Personal Leave Donations

The parties recognize that it is desirable from time to time to have a means for employees to assist other City employees in time of need. The following shall be the vehicle for that purpose.

- A. Each employee wishing to donate personal leave will fill out, date and sign a leave slip showing the amount of leave the employee wishes to donate in increments of not less than four (4) hours and deliver said leave slip to the Finance Department.
- B. Each leave slip will have written or typed along the bottom: "Leave donated to (employee name)." **The employee receiving the leave donation will have the amount of leave converted to his/her pay rate.**
- C. Once personal leave is donated, it is irretrievable by the donor.
- D. It is the understanding of the City that the Internal Revenue Service at this time treats donated leave as income to the recipient, and not a taxable event to the donor. However, the City has no control over the tax treatment of such donated leave.

#### 20.6 - Expiration of Accrued Personal Leave

A sick or disabled employee who exhausts accumulated personal leave may request leave without pay, which may be granted at the discretion of the Mayor in accordance with Article 21, Section 6 of this Agreement. In exercising such discretion, the Mayor may require a report from the employee's attending physician which specifically describes the nature of the illness or disability and includes the physician's opinion as to the member's expected time to return to work. The employee may also be required to submit to his supervisor a monthly report from the attending physician affirming the continued illness or disability.

#### 20.7 - Seniority Rights During Illness or Disability

Seniority rights accrued by an employee up to the date of commencement of a sickness or disability which requires absence from work shall not be lost during any period of approved absence due to sickness or disability. Additional seniority rights shall not accrue during any period of leave without pay attributable to a non-work related sickness or disability, except as provided for under the parental leave provisions of this Agreement.

#### 20.8 - Job-Incurred Injury or Illness

In the event of a job-incurred injury or illness within the coverage of the Alaska Workers' Compensation Act in effect at the time of injury, the employee's position shall be held for such employee until it has been established that the employee will be unable to return to work, or one year whichever is sooner. An award to the employee of Workers' Compensation Permanent Disability shall be deemed to establish that the employee will be unable to return to work unless the employee, by actually returning to work, or by the report of a competent physician establishes that a permanent partial disability will not preclude his or her return to the job in question. The City will comply with all requirements of the Alaska Worker's Compensation Act. The employee shall be required to submit to his or her supervisor a monthly report from the attending physician. An employee may choose to use personal leave to supplement income during times of Workers' Compensation leave, provided that total net compensation is equal to or less than the employee's regular compensation.

#### 20.9 - Light or Limited Duty

In the event of an injury precluding the employee from returning to full duty status, the Employer and the Union shall mutually establish the scope of the employee's adjusted duties and adjusted rate of pay, with the employee's physician's approval of the adjusted duties. The employee's regular rate of pay shall be reinstated by the City upon receipt of a doctor's full work release.

### **ARTICLE 21 OTHER APPROVED ABSENCES**

#### 21.1 - Family/Medical Leave

The parties shall comply with the Alaska Family Leave Act (AS 23.10.500-.550; AS 39.20.305) and the Federal Family and Medical Leave Act (Public Law 103 - 3).

#### 21.2 - Elections

Any employee shall be given the necessary time off, without loss of pay, for the purpose of voting when the polls are not open at least two (2) hours before or after the employee's scheduled hours of work.

#### 21.3 - Jury Duty

Employees required to serve on jury duty will suffer no loss in regular earnings, but shall be compensated during their service while serving such jury duty, provided, however, that any jury duty pay received is turned over to the Employer by the employee. It is agreed that an employee reporting for jury duty who is then released for the day shall return to work for the rest of the work shift.

#### 21.4 - Funeral Leave

Any employee may use personal leave to attend a funeral.

#### 21.5 - Military Service Leave

Military leave means training and service performed by an inductee, enlistee or reservist, or any entrant into a temporary component of the Armed Forces of the United States and the time spent reporting for and returning from such training in service, or, if a rejection

occurs, from the place of reporting for service. It also includes active duty training as a reservist in the Armed Forces of the United States or as a member of the National Guard of the United States where the call is for mandatory training only. A copy of the employee's Orders must be provided to Payroll.

- A. **Eligibility.** Any permanent employee who leaves the City service for compulsory military duty shall be placed on military leave to extend through a period of ninety (90) days after his or her release from the service. Also, a permanent employee shall be granted a leave of absence for the purposes of being inducted or otherwise entering military service. If not accepted for duty, the employee shall be reinstated in his or her position without loss of status or reduction in pay.
- B. **Restoration.** An employee returning from military leave shall be entitled to restoration to his or her former position, provided he or she makes application within ninety (90) days after his or her release from duty and is physically and mentally capable of performing the duties of the position involved. In the event that the position the employee vacated no longer exists at the time he or she is qualified to return to work, such person shall be entitled to be reemployed in another existing position of the same class without reduction in pay or loss of status. Disputes as to the employee's fitness shall be resolved through expedited arbitration. In accordance with applicable State and Federal laws and regardless of any language or provision of this Agreement to the contrary, there shall be no adjustment of an affected employee's anniversary date for seniority or longevity purposes.
- C. **Disposition of Vacation and Sick Leave.** An employee who leaves the City service for such military leave without pay may elect to be paid for any accrued leave he or she may be entitled to as if he/she were actually separating from the City service. The employee's decision shall be noted on the personnel action form affecting the leave. If the employee elects not to be paid for such leave, the accrued leave credits shall be reinstated upon return of the employee to the City service.
- D. **Military Reserve Training or Emergency National Guard Service.** Any employee who has completed his or her probationary period and who is a member of any reserve component of the United States Armed Forces will be allowed leave of absence for required training or duty for a period not exceeding 120 work hours during any one calendar year. Such military leave shall be with pay if all military pay the employee receives for the duties performed on such leave is paid to the City. The Mayor may authorize additional periods of military leave in the event of employee hardship in the event of prolonged involuntary military service.

#### 21.6 - Leave Without Pay

Regular employees in good standing may be granted leave without pay for a period up to one hundred twenty (120) calendar days. An employee is in good standing if his job performance has been satisfactory for a period of twelve (12) months preceding his request.

Requests for leave without pay shall be made in writing to the Mayor. Approval of such leave requests shall be made on an individual basis. Where service requirements permit and where the employee has demonstrated a serious and legitimate need, approval shall not be unreasonably withheld. Cost of such request shall be a factor in such determination.

While on leave without pay, seniority and personal leave will not accrue. Longevity credits for the purpose of completing probation and pay anniversary date shall also be suspended during any period of leave without pay.

Where leave without pay is granted, the employee shall not first be required to use his accumulated personal leave.

During an approved leave of absence, an employee's position may be filled by limited term appointments, temporary promotion, or temporary reassignment. At the expiration of any period of leave without pay, the employee has the right to and shall be reinstated to the position he vacated.

#### 21.7 - Union Leave.

A regular employee elected or appointed to a position as a full-time union official shall be entitled to a maximum of ninety (90) days leave of absence from the City to fill his union position. During such leave of absence, such employee shall have the right to elect, without penalty, to return to his former position with the City. In the event such election is made, the employee's anniversary date shall be adjusted for any period of leave without pay in accordance with Article 21, Section 6. In the event the employee does not elect to return to his former position by the end of this ninety (90) day period, the employee shall forfeit his seniority with the City. Upon termination of his position with the Union at any time after expiration of this ninety (90) day period, said employee shall be given the first option, for a period of three (3) years, in filling a vacancy which may occur in the department or classification in which he was formerly employed or for which he is otherwise qualified. The Union shall notify the City when the employee has terminated his union position. Notification of vacancy pursuant to this section shall be to the Union's Fairbanks' business office. The employee's time to respond to such notice shall be as set forth in Article 23, Section 2(B) - Notice of Recall.

## **ARTICLE 22 SENIORITY**

### 22.1 - Definition of Seniority

There are two (2) types of seniority for members of this bargaining unit:

- A. Seniority is total length of service the member of this bargaining unit has worked for the City of Fairbanks without separation, without regard to prior bargaining unit(s), subject to adjustment as set forth in this Agreement.

- B. Classification seniority is the length of service of the employee in the job classification with the Employer, subject to adjustment as set forth in this Agreement.

## 22.2 - Termination of Seniority

- A. Seniority shall be terminated upon:
  - 1. Discharge.
  - 2. Resignation.
  - 3. Layoff for a period of two years or more (or nine (9) months in the case of medical incapacity due to non-job related injury or illness), or inability to return to work from a job-incurred injury or illness of two years or more as provided for in Article 20, Section 8.
  - 4. Failure to respond in a timely and/or prescribed fashion to notice of recall.
  - 5. Failure to return from an approved leave of absence on the stipulated date of expiration, or any unapproved absence from work without advance Employer approval in the absence of a legitimate and verifiable explanation.
- B. Seniority shall not be interrupted by:
  - 1. Periods of approved leave, except as set forth in Article 21, Section 6 - Leave Without Pay.
  - 2. Workers' Compensation Leave, up to one year.
  - 3. Military Leave.
  - 4. Family/Medical Leave as set forth in Article 21, Section 1.
  - 5. Active military duty when recall for such duty is beyond the control of the employee.

## ARTICLE 23 LAYOFF

### 23.1 - General Provisions

- A. Layoff(s) shall be made by classification, starting with the least senior member in the classification. A layoff of not less than twelve (12) months, during which the employee returns to work at the first opportunity, shall not be considered a separation. Seniority credits for purposes of completing probation, pay anniversary date and the accumulation of leave benefits shall be suspended during the period of layoff.

- B. An employee receiving a layoff notice (the "noticed employee") has five working days to notify the City Mayor in writing of the employee's intent to displace ("bump") another employee in this bargaining unit with less seniority in the same or lower classification within the City. The Mayor will approve the displacement if (a) the Mayor finds that the noticed employee has the qualifications, skills, training, and experience to perform the work duties of the other employee, and (b) if the noticed employee has worked continuously for the City, regardless of bargaining unit status, longer than the other employee. If the Mayor approves the displacement, the noticed employee will be transferred to the other employee's classification, at the pay rate of the other employee. The displaced employee shall then be given notice of layoff and may invoke the displacement process if eligible.

### 23.2 - Recall

- A. Procedure. Upon layoff, the laid off employee shall be placed on the layoff list for that classification group from which the employee was laid off, and for the bargaining unit. Recall rights exist for one year from the effective date of layoff.
1. The classification layoff list shall be ranked in inverse order of layoff. The recalled position shall be offered to the first employee on the classification layoff list.
  2. If the classification layoff list is exhausted and/or eligible employee(s) decline appointment or are not available, then the position shall be offered to the employee with the most seniority of those employees on the bargaining unit's layoff list that possess the required skills and abilities.
  3. If the bargaining unit's layoff list is exhausted and eligible employee(s) decline appointment or are not available, then the position shall be offered to the employee with the most City seniority of those employees on the bargaining unit's layoff list. In order to receive recall notice from the bargaining unit's layoff list the employee shall provide written notice to the City at the time of layoff of interest and possession of skills and abilities to perform the available jobs. The City shall exhaust the bargaining unit's layoff list.
  4. The laid off employee must have the skills and abilities to perform the position for which he is recalled. Vacant positions which are to be filled may be filled through promotion provided no employee is on layoff from the classification. However, the vacated position may subsequently be filled only in accordance with this Article.
  5. If an employee is recalled to a position in which he or she has attained regular status, the recalled employee shall be appointed to that position as a permanent employee. If an employee is recalled to a position in which he or she has not attained regular status, the recalled employee shall be appointed to that position as a probationary employee.
- B. Notice of Recall. Notice of recall shall be sent to all laid off employees at their last known address by restricted delivery certified mail and by certified mail to

the Union's Fairbanks' business office. The employees on the recall list shall within ten (10) working days after receipt of the recall notice notify the City in writing as to his or her decision regarding the recall offer. The employee at the top of the recall list shall have the first opportunity to accept the position provided he possesses the qualifications for the position being recalled. If the City does not receive notice as required above from the employee first eligible for recall within the ten (10) working day period of when the recall notice was postmarked, then that employee goes to the bottom of the recall list, and the next individual on the list who responded to the notice of recall and who possesses the qualifications for the position will be offered the position. If none of the individuals on the list who respond possess the required skills and abilities, the City may implement a recruiting process pursuant to Article 18, Filling of Vacancies.

#### 23.3 - Notification

In every case of layoff of any regular or probationary employee, the City shall give the employee at least thirty (30) days written notice in advance of the effective date as provided for in Article 8, Section 1.

### **ARTICLE 24 NO STRIKE OR LOCKOUT**

#### 24.1 - No Strikes

The Union agrees that during the life of this Agreement it will not sanction, authorize, initiate, aid or encourage any work stoppage, slowdown, "sick-out", refusal to work or strike against the Employer.

#### 24.2 - No Lockouts

The Employer agrees that during the term of this Agreement there will be no lockouts.

#### 24.3 - Violations

Any alleged violation of this Article, whether by the Union or the Employer, shall be submitted to the Alaska Labor Relations Agency as soon as possible.

### **ARTICLE 25 SEVERABILITY**

In the event any term or provision of this Agreement is found to be in violation of law or not to comply with administrative regulations or requirements, or is otherwise unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted in a manner consistent with the spirit and purpose of this Agreement.

In the event a provision is found to be contrary to law or to not comply with administrative regulations or requirements or is otherwise unenforceable, either the City or the Union may demand renegotiation of such unlawful or non-complying provision in a manner which will be lawful or compliant. Any such demand must be made within sixty (60) days from the date on which the provision was held to be contrary to law or non-complying or unenforceable.

## ARTICLE 26 DURATION OF AGREEMENT

### 26.1 - Term of Agreement

**Except for re-openers for economics and Section 10.1(c), this agreement shall be effective from January 1, 2011 through December 31, 2013.** Any provision within this Agreement which has a retroactive effect shall only apply to those employees covered by this Agreement and actually employed by the City on the date that this Agreement is approved and signed by both the City and the Union. This Agreement may only be amended in the form of Letters of Understanding, executed upon the mutual agreement of both parties.

### 26.2 - Negotiations

Negotiations for a successor contract shall commence no later than **October 1, 2013**.

- A. In the event the expiration date of this agreement is reached during the course of or prior to the completion of negotiations for a new or modified agreement, this Agreement shall be continued in full force and effect until a new agreement is reached, ratified and executed by the parties.
- B. Should negotiations not result in an agreement after negotiations have been in progress for ninety (90) calendar days, the no strike, no lockout provision of the Agreement shall become null and void, unless extended by mutual agreement.

### 26.3 - Successor Clause

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, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment by either party hereto, including any change in ownership or management of either party and any change in the place of location of business of either party.

### 26.4 - Dispute Resolution

Any dispute involving the commencement date or termination date of this Agreement shall be considered a grievance and submitted to the expedited grievance-arbitration procedure set forth herein, unless the parties mutually agree to submit the issue for judicial review.

### 26.5 - Printing

Upon final consummation and approval of this Agreement, it shall be printed in booklet form. The Union agrees to pay the cost of the printing and furnish a reasonable number of copies to the City.

### 26.6 - New Provisions/Ratification

It is mutually agreed that ratification of the provisions of this Agreement shall be discussed in a joint meeting with the City and Union Representatives as soon as practicable after the Agreement has been finalized by both parties.

**ARTICLE 27**  
**DEFINITION OF TERMS**

27.1 - Tense, Number and Gender As used in this Agreement:

- A. Words in the present tense include the past and future tenses, and words in the future tense include the present tense.
- B. Words in the singular number include plural, and words in the plural number include the singular.
- C. Words of any gender include masculine, feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

27.2 - Definitions

For purposes of this Agreement, terms shall be defined to mean:

- A. "Administrative Leave" shall mean authorized absence from an employee's regular work duties for purposes such as training, education, or other reasons.
- B. "Base rate" shall mean the specific dollar amount paid the employee.
- C. "Anniversary date of hire" shall mean the date at which an employee has completed a service year of fifty-two (52) weeks of paid service.
- D. "Promotion" shall be the assignment of an employee from one position/classification to another which will provide an increase in salary and which has a higher base rate of pay.
- E. A "regular appointment" shall be an appointment without time limitation, or special restrictions as to continued employment.
- F. A "regular employee" is an individual receiving a regular appointment.
- G. A "permanent employee" is one who has successfully completed probation.
- H. "Member" and "employee" mean a member of the bargaining unit covered by this Agreement, unless the context indicates otherwise.
- I. "Position" is the office or employment whether occupied or vacant, full-time or part-time, consisting of duties and responsibilities assigned to one individual by competent authority.
- J. "Compensatory time" is defined in Article 16, Section 4.
- K. "Seniority" is defined in Article 22, Section 1.

RATIFIED by the City Council by Ordinance No. \_\_\_\_\_, on \_\_\_\_\_, 2011, and by the membership of the bargaining unit on \_\_\_\_\_, 2011

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year hereinabove first written.

FOR THE CITY OF FAIRBANKS:

FOR THE UNION:

\_\_\_\_\_  
JERRY CLEWORTH                      Date  
Mayor

\_\_\_\_\_  
KNUTE ANDERSON                      Date  
President

\_\_\_\_\_  
JANEY HOVENDEN                      Date  
City Clerk

\_\_\_\_\_  
LARRY BELL                              Date  
Business Manager/Financial Secretary

\_\_\_\_\_  
PATRICK COLE                              Date  
Chief of Staff

\_\_\_\_\_  
KARM SINGH                              Date  
Business Representative

\_\_\_\_\_  
DENISE KENDRICK                      Date  
Shop Steward

\_\_\_\_\_  
STEPHEN ANDERSON                      Date  
Alternate Shop Steward

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**APPENDIX "A"**

**Section 1**

| <b>Position Classification</b>     | <b>2011 Package Rate</b> | <b>Pension</b> | <b>H&amp;W</b> | <b>Benchmark Wage Rate Range "C"</b> |
|------------------------------------|--------------------------|----------------|----------------|--------------------------------------|
| Property & Development Manager     |                          |                |                |                                      |
| Administrative Assistant           |                          |                |                |                                      |
| Legal Secretary#                   |                          |                |                |                                      |
| Deputy City Clerk#                 |                          |                |                |                                      |
| Clerk/Cashier                      |                          |                |                |                                      |
| Engineer I                         |                          |                |                |                                      |
| Engineer II                        |                          |                |                |                                      |
| Engineer III                       |                          |                |                |                                      |
| Environmental Manager              |                          |                |                |                                      |
| Engineer IV                        |                          |                |                |                                      |
| Engineering Technician Supervisor  |                          |                |                |                                      |
| QC Compliance/Impound Coord.       |                          |                |                |                                      |
| Facilities Manager                 |                          |                |                |                                      |
| Public Works Director*             |                          |                |                |                                      |
| Code Compliance Inspector          |                          |                |                |                                      |
| Bldg. Permit Tech                  |                          |                |                |                                      |
| Assistant Building Official        |                          |                |                |                                      |
| Sr. Structural Plan Check Engineer |                          |                |                |                                      |
| Building Official*                 |                          |                |                |                                      |
| Combination Building Inspector     |                          |                |                |                                      |
| Police Chief*                      |                          |                |                |                                      |
| Fire Chief*                        |                          |                |                |                                      |
| Assistant Fire Chief*              |                          |                |                |                                      |
| Revenue Manager/GL Acct.           |                          |                |                |                                      |
| Accounting Specialist              |                          |                |                |                                      |
| GL Accountant/Grant Mgr            |                          |                |                |                                      |
| Senior Accountant                  |                          |                |                |                                      |
| Controller*#                       |                          |                |                |                                      |
| Chief Financial Officer#*          |                          |                |                |                                      |
| Information Technology Manager*#   |                          |                |                |                                      |
| Help Desk Coordinator              |                          |                |                |                                      |
| Network Administrator II           |                          |                |                |                                      |
| Programmer Analyst/System Adm      |                          |                |                |                                      |
| System/Network Administrator       |                          |                |                |                                      |
| FMATS Coordinator*                 |                          |                |                |                                      |
| FMATS Planner                      |                          |                |                |                                      |
| Dispatch Manager*                  |                          |                |                |                                      |

**Section 2.**

In the event that the City Council, in 2010 or 2011, voluntarily ratifies a Collective Bargaining Agreement with any other union which provides for multi-year pay scale increases beyond 2011, the pay scale for this agreement ("Appendix A") shall be increased by the same method, PROVIDED THAT, (a) that this section does not apply to a ruling of an arbitrator, (b) this section does not apply to agreements made in 2011 for single year pay scale increases for 2012 and, (c) this section does not apply to the voluntary negotiation of one-time retroactive payments, payment of an individual merit bonus or merit pay increase.

**Section 3.**

After the package rate is set effective January 1, 2011, 2012 and 2013 as provided in Section 16.1(A) and after the Union designates allocation to Pension and H&W, employee will be paid at the benchmark Range C, unless, based upon merit evaluation of employee experience, knowledge & skills, dedication and performance, the Mayor finds that individual wages be adjusted to the following ranges.

| Range A | Range B | Benchmark<br>Range C | Range D | Range E |
|---------|---------|----------------------|---------|---------|
| 90%     | 95%     | 100%                 | 105%    | 110%    |

Range A is meant to be the starting wage for employees whose knowledge, experience or skills are still developing. It is also meant to apply to employees whose knowledge, skills or performance have declined to the minimally acceptable level.

Range B is meant to apply to employees whose knowledge, skills and experience are progressing but have not yet reached the average. It is also meant to apply to employees whose knowledge, skills and performance have slipped below average.

Range D is meant to apply to employees whose knowledge, skills and experience are above average and for employees whose performance is above average.

Range E is meant to apply to employees with extensive knowledge, skills and ability whose performance is superior.

While initial range placement and subsequent range advances to a higher range are at the discretion of the Mayor, employee(s) may not be moved from a higher to a lower Range without just cause subject to the following:

- a. In the event the Mayor has concerns about the adequacy of an employee's work performance which may trigger a decision of a reduction in pay range, the performance issue will first be orally discussed by the employee, the Department Head and the Mayor.
- b. After said meeting, a written "performance improvement plan" identifying the areas needed for improvement will be provided to the employee. Follow up meetings will be held at the request of the employee
- c. Six calendar months or more shall be allowed to elapse after the issuance of the performance improvement plan before any decision to reduce pay range is made.
- d. Prior to the Mayor's decision to reduce pay, a pre-disciplinary meeting shall be held with the employee, the Department Head, the Mayor and any other persons the employee wishes to attend so that the issues can be discussed.
- e. Prior to the Mayor's decision to reduce pay, the Mayor will inform the Union Business Agent of the decision and provide 30 days notice before the reduction is made.
- f. Should the employee elect to grieve the matter, he/she shall remain at the prior pay range until the grievance is resolved under the terms of this collective bargaining agreement.

If an employee is involuntarily moved to a lower pay range, that demotion shall not last longer than one calendar year. If the City Mayor wishes to again reduce the pay range, the above procedure shall be followed.

#### **Section 4.**

Classifications marked with # will routinely be entrusted with confidential information placing them in a potential conflict of interest between their roles as City officials and bargaining unit members. In such situations, the employees duty as a public official will prevent any disclosure of information subject to the provisions of law.