



CITY & BOROUGH OF WRANGELL SPECIAL ASSEMBLY MEETING AGENDA

Tuesday, June 20, 2017
5:30 p.m.

Location: Assembly Chambers, City Hall

1. Call to Order
2. Roll Call
3. Conflict of Interest
4. Persons to be Heard
5. Items of Business
 - a) Request that the Borough Assembly implement the Collective Bargaining Agreement with International Brotherhood of Electrical Workers (IBEW) 1547 to adopt the City's last offer to the Union of June 9, 2017, which offer was rejected by the Union
 - b) **Executive Session:** Discuss with the Borough Attorney regarding implementing the Collective Bargaining Agreement between the City and Borough of Wrangell and the International Brotherhood of Electric Workers (IBEW), from the City's last offer of June 9, 2017, which was rejected by the Union
6. Adjournment

Agenda Item 5a

CITY & BOROUGH OF WRANGELL

**BOROUGH ASSEMBLY
SPECIAL AGENDA ITEM
June 20, 2017**

INFORMATION:

Request that the Borough Assembly implement the Collective Bargaining Agreement with International Brotherhood of Electrical Workers (IBEW) 1547 to adopt the City's last offer to the Union of June 9, 2017, which offer was rejected by the Union

Attachments:

1. Memo from Carol Rushmore, Interim Borough Manager and Lee Burgess, Finance Director (2 pages)
2. City's offer of June 9, 2017
3. Collective Bargaining Agreement (draft) (34 pages)
4. Wage Rate Increase Estimated Costs to the Borough Revised 6-20-17 @9:00 am

RECOMMENDED MOTION:

I move to implement the Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW) 1547 and to adopt the City's last offer to the Union of June 9, 2017, which was rejected by the Union.

MEMORANDUM

To: Mayor David Jack and Assembly

From: Carol Rushmore, Interim Borough Manager
Lee Burgess, Finance Director

Subject: Consideration of Management's Last Offer for a New IBEW Collective Bargaining Agreement

Date: June 20, 2017

Background:

A Settlement Agreement reached in December 2016 between the City & Borough of Wrangell (CBW) and IBEW Local 1547 (IBEW) to dismiss two lawsuits and two unfair labor practices provided that if the parties did not reach agreement following 45 more days of negotiation, the CBW would allow the IBEW to directly present its last offer directly to the Assembly for consideration. That meeting occurred on June 8, 2017. The Assembly made a motion to accept all parts of the proposed offer except for one provision concerning a \$2.50 hourly wage increase. The Assembly directed management to go back to negotiation with the IBEW concerning that provision.

The following day (June 9th), the IBEW notified management that "the Union views the Assembly's action as a wholesale rejection of the IBEW's last best offer," and that unless management provided a counteroffer by the close of business Monday June 12th, the bargaining unit would be taking an accept/strike vote on the Borough's previous offer. The correspondence also stated "any offer that does not contain an actual wage increase (i.e. not a lump sum payment, monthly or yearly) is a non-starter for the bargaining unit."

The same day (June 9th), the Borough made a counteroffer to the IBEW that mirrored the IBEW's last offer, except that it provided for a wage increase of \$0.75. The Borough offer is an "actual" wage increase, instead of a lump sum monthly or annual payment per the IBEW's correspondence.

The total increase to IBEW-represented employees' wages from the Borough's \$0.75 last offer over the three-year term of the proposed contract is estimated to be \$189,394. This includes normal hourly wages, overtime, wage increases resulting from modification of the pay scale, as well as increases to vacation liability (paid out at the current base hourly wage). The total 3-year cost to IBEW-represented employees for their share of health insurance premiums is estimated to be \$184,142. Therefore a \$0.75 wage increase, combined with modifications to the pay scale, would result in wage increases to IBEW employees that exceed the amount they are projected to pay in health premiums over the next three years, which management felt met the Union's demand at the meeting on June 8, 2017 to balance "the cost of the insurance that the employees are going to be experiencing" and "make the employees whole." Note that the Borough also incurs cost of benefits associated with those wage increases amounting to approximately \$62,688.

On June 9th, in response to the Borough's counteroffer, the Union sent the following message to Borough management: "The Borough's proposal has been rejected. The IBEW's offer of June 8th is its last best offer. If the Borough would like to send another proposal, please do so by close of business, Monday, June 12th. The bargaining unit will be voting on whatever offer we have from the Borough by that deadline."

Borough management has received no further correspondence or information from IBEW. According to Assembly members contacted by Union member employees, the local municipal Union members voted to strike on Friday June 16, 2017.

Attached you will find the summary counterproposal from the CBW to the IBEW sent on June 9th, 2017, a draft Collective Bargaining Agreement with tentatively agreed changes as well as the section concerning wage increases that would provide for a \$0.75 wage increase to all steps in the new IBEW pay plan, and finally a cost table illustrating the total cost to the Borough of various wage increases ranging from a nickel up to the \$2.50 proposed by the IBEW on June 8th. The table also shows the hypothetical cost of applying the same provisions to all permanent Borough employees, as well as what that cost would be per year, and what the property tax millage equivalent of those additional Borough costs would be for evaluative purposes.

Recommendation:

Move to approve ____ ratifying a new Collective Bargaining Agreement between the City and Borough of Wrangell and International Brotherhood of Electrical Workers, Local 1547.



CITY AND BOROUGH OF WRANGELL
INCORPORATED MAY 30, 2008

Office of the Borough Manager

P.O. Box 531	907-874-2381
Wrangell, AK 99929	907-874-3952

June 9, 2017

Via e-mail: sgreen@ibew1547.org

Serena Green
Counsel for IBEW Local #1547
IBEW Local #1547
317 Stedman St. #A
Ketchikan, AK 99901

Subject: City & Borough of Wrangell Counter-Offer

Health Insurance:

The Borough will make available to all union employees a health insurance plan, subject to terms and conditions of the agreement between the City and Borough of Wrangell and the insurance carrier. Beginning July 1, 2017, the City and Borough of Wrangell shall pay 85% of the cost of the insurance premiums for the Employee and any enrolled spouse or dependents. The employee will pay the remaining 15% of the cost of coverage for the employee and enrolled spouse and/or dependents in the form of a payroll deduction at the end of the pay period and month of coverage.

Wage Table Changes:

Effective July 1, 2017, the first six (6) steps on the wage and grade table will be eliminated, and three (3) additional steps will be added to the top end of the wage and grade table. Each additional step added to the top end will reflect a 2% increase over the previous step. Anyone in the current steps 1 through 6 will be placed in the current step 7 (i.e. the new step 1). Any employee currently at the top step will be eligible to proceed on their step anniversary date once the new wage and grade table is effective on July 1, 2017. Once effective, all steps on the wage and grade table will reflect a 2% increase from the previous step.

Additional Compensation Increases:

Effective July 1, 2017, all steps on the new wage and grade table will be increased by \$0.75.

Tentatively Agreed Sections, indicated in blue font, of Collective Bargaining Agreement proposed by Jay Rhodes on 10/19/2015, except § 6.1.3.

CITY & BOROUGH OF WRANGELL
COLLECTIVE BARGAINING AGREEMENT

	<u>PAGE</u>
INTRODUCTION	2
PREAMBLE	2
ARTICLE 1 RECOGNITION	2
ARTICLE 2 MANAGEMENT RIGHTS	3
ARTICLE 3 DEFINITIONS	4
ARTICLE 4 HIRING, PROBATION AND TERMINATION	5
ARTICLE 5 WORK SCHEDULE AND OVERTIME	7
ARTICLE 6 COMPENSATION	9
ARTICLE 7 HOLIDAYS	10
ARTICLE 8 VACATIONS	12
ARTICLE 9 SICK LEAVE	13
ARTICLE 10 SENIORITY	14
ARTICLE 11 LEAVES OF ABSENCE	15
ARTICLE 12 JURY DUTY/WITNESS DUTY	17
ARTICLE 13 FUNERAL LEAVE	17
ARTICLE 14 TRAINING	17
ARTICLE 15 MEDICAL BENEFITS	18
ARTICLE 16 RETIREMENT BENEFITS	19
ARTICLE 17 LABOR/MANAGEMENT COMMITTEE	19
ARTICLE 18 EMPLOYMENT PRACTICES	20
ARTICLE 19 SAFETY	22
ARTICLE 20 NO STRIKE – NO LOCKOUT	24
ARTICLE 21 GRIEVANCE AND ARBITRATION PROCEDURE	25
ARTICLE 22 NONDISCRIMINATION	26
ARTICLE 23 UNION REPRESENTATION	27
ARTICLE 24 UNION SECURITY	27
ARTICLE 25 GENERAL PROVISIONS	29
ARTICLE 26 TERM OF AGREEMENT	30
SIGNATURE PAGE	31
APPENDIX A	32
APPENDIX B	34
SALARY SCHEDULE	

INTRODUCTION

This Agreement is made and entered into by and between the City and Borough of Wrangell, Alaska (hereinafter referred to as “City” or “Employer”), and the International Brotherhood of Electrical Workers, Local 1547 (hereinafter referred to as “IBEW” or the “Union”).

PREAMBLE

This Agreement is made and entered into by and between the City and Borough of Wrangell, Alaska (hereinafter referred to as “City” or “Employer”), and **Local 1547 of** the International Brotherhood of Electrical Workers, ~~Local 1547~~ (hereinafter referred to as “IBEW” or the “Union”).

ARTICLE 1 **RECOGNITION**

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for and this Agreement shall cover all regular full-time, regular part-time and introductory employees in the job classifications set forth in Appendix A and Appendix B of this Agreement, who are employed by the Employer, excluding administrative and professional employees, confidential employees, managerial employees, limited part-time employees as defined in Article 3, Section 3.5, temporary employees as defined in Article 3, Section 3.7 and department heads.

1.2 Subject to past practice and to positions sharing a commonality of interest, this bargaining unit shall include, and this Agreement shall cover all regular full-time, regular part-time and introductory employees in new job classifications created after the effective date of this Agreement.

1.3 Any claim that the Employer has wrongfully removed an employee from the bargaining unit through illegitimate reclassification or promotion may be submitted, beginning at Step II of the Grievance Procedure contained herein.

1.4 Bargaining unit work may only be performed by non-bargaining personnel on an incidental basis when necessary for training to maintain skills, credentials or licensure or for testing of equipment essential to the operation of the City; in cases of emergency when regular bargaining unit personnel are not available on a regular or overtime basis.

ARTICLE 2 **MANAGEMENT RIGHTS**

2.1 The Union recognizes the right of the Employer to operate and manage City, including but not limited to the right to establish and require standards of performance; to maintain order and efficiency; to determine the management, supervisory or administrative organization of the Employer and the selection of employees to non-bargaining unit supervisory, management or administrative positions; to direct employees; to determine job assignments and work schedules; to determine the materials and equipment to be used; to implement new and different operational methods and procedures; to determine staffing levels and the performance and requirements; to determine the kinds, type, and location of facilities; to introduce new or different services, products, methods, or facilities; to extend, limit, contract out, or curtail the whole or any part of the operation; to select, hire, classify, assign, promote, transfer, discipline, demote or discharge employees for just cause; to lay off and recall employees; to require overtime work of employees; and to promulgate and enforce rules, regulations, and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Employer, shall not be exercised by ordinance or otherwise so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned. All matters not covered by the language of this Agreement may be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it, from time to time, shall determine. Any claim that the Employer has exercised such rights and power contrary to the provisions of the Agreement may be submitted to the grievance procedure contained herein. This section shall not conflict with the Union security provisions contained herein.

2.2 The Employer shall have the right to subcontract work covered by the Agreement. No regular employee shall be laid off, terminated, or discharged by the Employer as the result of the Employer subcontracting any work.

2.3 The parties agree and understand that the purpose and intent of this provision is not in any way to limit or restrict the ability of the Employer to do business with other employers, but, rather, this provision is designed and intended to preserve work for employees whose wages, hours, benefits and safety conditions of employment are prescribed by this Agreement, or in the event subcontract of work covered by this Agreement is undertaken that the performance of such work and practice of subcontracting do not result in the destruction of wages, hours, benefits and safety conditions of employment achieved through the collective bargaining process.

ARTICLE 3 **DEFINITIONS**

3.1 Non-Exempt Employee: All employees covered by this Agreement.

3.2 Regular Employee: Employees who have satisfactorily completed their new-hire introductory period. Regular employees are either Regular Full-Time Employees or Regular Part-Time Employees.

3.3 Regular Full-Time Employees: Employees who are regularly scheduled to work at least thirty (30) hours per week.

3.4 Regular Part-Time Employees: Employees who are regularly scheduled to work less than a full-time work schedule but at least fifteen (15) hours per week. Such employees shall receive benefits on a pro rata basis.

3.5 Limited Part-Time Employees: Employees who are regularly scheduled to work less than fifteen (15) hours per week and whose schedule vary depending upon need. These employees are not eligible for benefits other than those that are required by law.

3.6 Introductory Employees: All newly hired or re-hired Regular Employees during the first one hundred eighty (180) calendar days preceding their most recent date of hire.

3.7 Temporary Employees: Employees who are not regularly scheduled and who work when work is available, or when hired to work a regular schedule during a specific period not to exceed six (6) months when additional work of any nature requires a temporarily augmented force, or who are hired in the event of an emergency or to relieve employees because of illness or to work during vacation periods. No regular employee shall be laid off and replaced by a temporary employee. A classification shall not be filled with a temporary employee for more than nine (9) months within a twelve (12) month period. Any temporary employee who is employed for six (6) consecutive months and then re-employed within thirty (30) days thereafter shall be considered an employee covered by this Agreement upon re-employment unless the Union agrees otherwise. The Employer will inform the Union when it has hired temporary employees to fill positions covered by this Agreement.

3.8 Foreman/Supervisor: A Foreman/Supervisor is a bargaining unit member and who supervises other employees as assigned. He may work with tools, provided it does not interfere with the supervision of safety. Although

covered by this Agreement, foremen shall be considered supervisory with full supervisory authority and responsibility as directed by the Employer, and the Employer shall be the sole judge, said exercise of such judgment shall not be subject to the grievance procedure herein, of their qualification, selection, performance, and removal. Instructions will normally and usually be given by an employee's immediate supervisor.

3.9 Continuous Employment: The time period from the employee's date of hire to the employee's date of termination or retirement from City employment. All paid and unpaid leave is counted as continuous employment.

3.10 Termination: When an employee's employment with the City ends either by an action of the Employer or by a voluntary action by the employee.

3.11 Retirement: An action by the employee by which ends his/her employment with the City once he/she becomes eligible for Retirement.

3.12 Trial Period: The allotted time in which, after a regular employee is promoted or transferred into a different position, either the employee may voluntarily return to his previous position or the Employer may return the employee back to his previous position.

3.13 Shift Employees: Shift employees as it pertains to this Agreement are those employees whose normal workweek schedule may include a shift outside the hours of 7:00 a.m. to 5:00 p.m.

ARTICLE 4 **HIRING, PROMOTION, TERMINATION**

4.1 Notices of vacancies in positions covered by this Agreement shall be posted for five (5) working days on all previously designated bulletin boards in advance of permanently filling the position in order to afford presently employed bargaining unit employees the first opportunity to apply. If qualified employees apply during the exclusive in-house 5 day filing period, they will be considered by the Employer before other applications are considered from outside the bargaining unit. **Being considered is no guarantee of a transfer or a promotion.** The Employer shall make their determination of qualified bargaining unit applicants within five (5) working days following the five (5) day in-house filing period.

4.2 In making temporary and permanent appointments and promotions within classifications covered by this agreement, seniority of bargaining unit employees shall be given full consideration, and where required skills and abilities are equal, seniority shall prevail. Any dispute as a result of an employee

being promoted over an employee with more seniority may be subject to the grievance procedure contained herein.

4.3 Any regular bargaining unit employee who is promoted or transferred into a different position covered by this Agreement shall be given a reasonable period, not to exceed ~~one hundred eighty~~ **ninety** (180 **90**) days, to become familiar with the job and to demonstrate the ability to fill the position satisfactorily. If during this trial period, the employee demonstrates unsatisfactory ability for the job, the employee shall be returned to the employee's former job without loss of seniority. If within ~~sixty~~ **forty-five** (~~60~~ **45**) working days, the employee determines that the position is not satisfactory, the employee shall be returned to his former position without loss of seniority.

4.4 All new employees with the exception of part-time and temporary employees shall be considered employed on an introductory basis and classified as such for the first one hundred eighty (180) days of their employment. During the introductory period, new employees may be discharged without cause at the full discretion of the Employer. Introductory employees will be evaluated after ninety (90) days. If retained after one hundred eighty (180) days in the same position, such employees shall thereafter be considered regular employees, be classified as such and be entitled to all rights and privileges contained in this Agreement, retroactive to their most recent date of hire as an introductory employee.

4.5 No regular employee shall be discharged without just cause. The existence of cause for discharge, if disputed, shall be subject to the grievance procedure contained herein. When appropriate, the Employer will follow the principle of progressive discipline.

4.6 If it becomes necessary to lay off any regular employee covered by this Agreement, the Employer shall give the affected employee notice in writing two (2) weeks in advance or, in lieu of such notice, two (2) weeks' pay at the employee's regular rate of pay at the time of such layoff.

4.7 All temporary employees who progress without a break in employment to a regular position will be entitled to all rights and privileges contained in this Agreement, with their probationary period, seniority, leave accruals and holidays retroactive as of their initial date of hire as a temporary employee. However, if a temporary employee progresses to a position other than their temporary position the employee shall serve a probationary period of one hundred eighty (180) days in the new position.

4.8 Only those bargaining unit employees defined in Article 3 as regular full-time, regular part-time, introductory and temporary shall be allowed to perform work in those classifications listed in Appendix A of this Agreement.

ARTICLE 5
WORK SCHEDULE AND OVERTIME

5.1 Normal Work Day and Work Week:

The normal work week for employees, except shift employees, shall consist of forty (40) hours, Monday through Friday. The normal work day for all employees, except shift employees, shall consist of eight (8) hours plus an unpaid meal period of at least one-half hour.

5.2 The normal week for shift employees shall consist of forty (40) hours and shall be from 12:00 midnight Saturday to 12:00 midnight the following Saturday. Where mutually agreed to the Employer and employee concerned, a normal work day or shift may consist of more than eight (8) hours. The normal work time for shift employees shall be when 75% of their time is scheduled between 7:00 a.m. to 5:00 p.m. for day shift; 3:00 p.m. to 1:00 a.m. for swing shift, and 11:00 p.m. to 9:00 a.m. for third or graveyard shift, unless mutually agreed otherwise.

5.3 Deviations from the normal work week for employees, except shift employees, including a four-day, ten hour work schedule shall be allowed; provided, however, any deviation from the normal work week shall be mutually agreeable between the Employer, ~~and the employee involved:~~ **and contact the Union for any permanent changes.**

5.4 All time worked by regular employees in excess of their normal work day or shift and all time worked by all employees covered by this Agreement in excess of forty (40) hours during any one (1) week shall be considered overtime. All overtime work shall be at 1½ unless noted otherwise in this agreement.

5.5 Anytime an employee's work day schedule, including days off, is changed with less than one (1) week's notice, the employee shall be compensated at the overtime rate for the days which would have been considered the days off. The foregoing shall not apply to scheduled shift changes such as change from day shift to swing shift. The work week schedule for shift employees shall not exceed five (5) days on, with two (2) days off in seven (7). Work schedules for shift employees shall be posted by the 25th of the month covering the succeeding month. All shift employees shall have at least eight (8) hours of relief between shifts. Any employee not having an eight (8) hour break between shifts shall be paid the overtime rate for those hours falling during the eight (8) hour relief period.

5.6 Insofar as practical, overtime shall be divided as equally as possible among regular employees of the same job classification.

5.7 Any regular employee working within the defined hours of swing shift will receive an additional twenty-five cents (\$0.25) per hour for all hours worked. Any employee working within the defined hours of graveyard shift will receive an additional fifty-cents (\$0.50) per hour for all hours worked. This shift differential pay shall be added to the employee's base hourly rate of pay before the computation of any applicable overtime rate.

5.8 All work performed on a holiday will be at the double time rate plus the holiday pay.

5.9 In the event an employee is asked to work during his vacation, he shall receive the double time rate of pay for all hours worked in addition to his vacation pay. The employee may have the option to not receive vacation pay and have those vacation hours credited back to his accrued vacation time.

5.10 Call Back: When an employee is called in to work outside of his normal work schedule, he will receive a minimum of two (2) hours pay at the double time rate. For all hours worked during the call out, in excess of the first two (2) hours, he shall receive overtime at the rate of time and one half (1 ½). The call out time begins when the call is placed to the employee and ends once the employee returns to shop headquarters.

A. If an employee who was called back to work and has completed his/her assignment and left work, is again called back to work, he/she will not receive another minimum if the time of return is within the previous two (2) hour minimum.

5.11 When an employee covered by this Agreement is required to work two (2) or more hours after their normal quitting time without notice prior to employee's regular quitting time of the preceding day, the employee shall be furnished a meal and time necessary to eat, not to exceed one-half (1/2) hour, and at intervals of not more than four (4) hours thereafter while continuing to work. Meal times shall be on the Employer's time. Crews called out for emergency work before their normal starting time and required to work through their normal starting time or beyond shall be furnished breakfast at the Employer's expense, and allowed not to exceed one-half (1/2) hour to eat.

5.12 The City may assign employees to perform work out of the employee's regular classifications.

A. All regular employees who are assigned to perform the work of a higher rated classification shall be paid for time worked, at the higher rate classification. Assignment of an employee to a higher rated classification or that provides for a wage increase of at least three percent (3%) without an increase in pay shall be limited to bona fide training situations.

B. An employee who is assigned to perform the work of a higher rated classification will receive acting pay for wages only.

C. In order to meet the needs of service, it is agreed and understood that in the absence of an employee's regular Leadman, ~~or Foreman or Department Head~~, an employee if qualified will be designated by the applicable Department Head or Foreman to perform all duties and will be paid a rate equal to the average of the normally paid position and the higher position. If such employment extends beyond five (5) work days, the employee will be paid the higher classification rate of pay for all time worked, including overtime, at the employee's applicable overtime rate. **If an employee is designated to replace a Department Head, the employee will be paid at a rate equal to the first step of the position or 15% above their current rate, whichever is greater.**

D. An employee who is assigned to work in a lower rated classification shall be paid at his regular straight time hourly rate.

5.13 Stand-by Time: Employees shall receive \$6.00 per hour while on stand-by. Stand-by time is a period of time in addition to normal work time during which an employee is not working but is required to restrict activities and be available for return to work. An employee is not considered to be on stand-by status unless he/she has previously been, at least twenty four (24) hours in advance, informed by their supervisor or department head of the assignment. Each stand-by assignment shall be for no less than eight (8) hours.

A. An employee shall not receive stand-by pay for hours actually worked or for hours reimbursed by a call-back minimum.

B. Stand-by duty requires the employee so assigned to :

1. Be available for the Employer to contact at all hours by a communication device(s) designated and provided by the Employer;
2. Respond immediately to calls for his/her service, and
3. Refrain from activities which might impair his/her ability to perform his/her assigned duties should he/she be called out.

ARTICLE 6 **COMPENSATION**

6.1 Each year, upon the employees' anniversary of date of hire under the current position, all employees covered by this Agreement shall receive a one (1) step increase subject to a satisfactory performance evaluation, until the final step on the salary schedule, which is Step 16.

6.1.1 Performance evaluations shall be completed on or before the employees' anniversary date. Any dispute over an employee's performance evaluation shall be subject to the grievance procedure as outlined in this Agreement.

6.1.2 An employee who has taken a voluntary transfer into a lower graded classification and after sixty (60) days, but before one hundred twenty (120) days, bids back into his former position, shall regain his former wage of the higher classification plus any performance evaluation increases which may have occurred as outlined in Section 6.1. The employee will not, however, receive the promotional increase for this transfer as stipulated in Section 6.2.

6.1.3 Starting July 1, 2017, the first 6 steps on the wage and grade table will be eliminated, and three (3) additional steps will be added to top end of the wage & grade table. Each additional step added to the top end will reflect a 2% increase from the previous step.

6.1.4 Effective July 1, 2017, all steps on the new wage and grade table will be increased by \$0.75.

6.2 When an employee is permanently promoted or transferred to a higher grade, the employee will be placed in the first step of the new grade that provides a wage increase of at least three percent (3%).

6.3 If a permanent transfer to a lower grade level is required, the employee will move to the step that approximates the employee's current wage or to Step sixteen (16) if the entire grade is less than the current wage of the employee.

6.4 Effective July 1, 2012, all employees eligible shall receive their step increase. Additionally, all employees covered by this agreement shall receive a one-time payment of \$750 on August 5, 2012.

6.5 Effective July 1, 2013, all employees eligible shall receive their step increase. Additionally, all employees covered by this agreement shall receive a one-time payment of \$750 on August 5, 2013.

6.6 For all employees covered under this agreement that have a normal work schedule of less than forty (40) hours per week, the above one-time payments shall be pro-rated.

ARTICLE 7
HOLIDAYS

7.1 The following guaranteed paid holidays shall be recognized under this Agreement for all Regular and Introductory employees:

Seward's Day	Last Monday in March
New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans' Day	November 11 th
Thanksgiving	Fourth Thursday and Fourth Friday in November
Christmas	December 25 th
Floater	1 per calendar year (Section 7.8)

7.2 Holiday pay will be calculated at eight (8) hours times the employee's straight-time hourly rate.

7.3 When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday, or when it falls on a Saturday, the preceding Friday shall be observed as the holiday.

7.4 If a holiday falls during an employee's regularly scheduled work week, the employee shall receive time off without loss of pay.

7.5 Worked performed on holidays will be paid for at the appropriate overtime rate in addition to the holiday pay.

7.6 When a holiday falls on a regular work day, during an employee's paid time off (PTO), holiday pay will be provided instead of the paid time off benefit. Holiday pay shall not be counted against accrued vacation time or sick leave.

7.7 Paid time off during holidays will be counted as hours worked.

7.8 In addition to the holidays granted above, all regular employees shall receive one (1) floating holiday per calendar year, after one (1) year of continuous employment. Requests for floaters must be made as far in advance

as possible. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

ARTICLE 8 **VACATIONS**

8.1 After completing the one hundred eighty (180) day introductory period, all regular employees shall be eligible to receive paid vacation benefits accrued according to the following schedule:

- a. Upon eligibility, the employee is entitled to ten (10) vacation days for the first year, accrued monthly at the rate of 6.67 hours.
- b. After one (1) year of continuous service, the employee is entitled to fifteen (15) vacation days each year, accrued monthly at the rate of 10.00 hours.
- c. After four (4) years of continuous service, the employee is entitled to twenty (20) vacation days each year, accrued monthly at the rate of 13.33 hours.
- d. After nine (9) years of continuous service, the employee is entitled to twenty-five (25) vacation days each year, accrued monthly at the rate of 16.67 hours.
- e. After fourteen (14) years of continuous service, the employee is entitled to thirty (30) vacation days each year, accrued monthly at the rate of 20.00 hours.

8.2 Regular Part-Time employees working less than forty (40) hours per week will have vacation hours earned each month pro-rated based on weekly hours worked divided by 40.

8.3 Partial months earned during termination are not pro-rated. If an employee worked fifty percent (50%) or more of the workdays in the month in which his employment was terminated, then he will be credited for the entire month. If the employee worked less than fifty percent (50%) of the workdays in the month, in which his employment was terminated, no vacation time will be credited for that month.

8.4 During the introductory period, vacation time shall accrue but may not be taken prior to six (6) months of continuous satisfactory service, but after six (6) months of employment, vacation time shall then be retroactive and include the first month of the employees' date of hire.

8.5 Vacation pay shall be at the employees' current rate of pay at the time of vacation. Paid vacation time may be used in increments of one-half (1/2) hour.

8.6 The length of eligible continuous service is calculated on the basis of a "benefit year". This is the twelve (12) month period that begins on the employees' date of hire.

8.7 All regular employees shall be paid upon termination of employment up to a maximum of 320 hours of vacation time earned but not used

8.8 Upon retirement all regular employees shall be paid 100% for all vacation time earned but not used

8.9 An employee may not accumulate more than five hundred twenty (520) hours of vacation time at the end of any pay period. Written notification will be given to the employee at such time the employee's cap is reached.

8.10 Employees accruing vacation time at the rate of one (1) or more days per month, must take at least five (5) days of paid time off annually. Employees accruing vacation time at the rate of two (2) or more days per month must take at least ten (10) paid vacation days off annually.

8.11 If an employee is denied vacation time, which ultimately places him over the maximum accumulated hours, the employee shall be allowed to sell back as many hours as necessary to keep him under the maximum hour levels. For the purpose of this section, all vacation time must be requested 60 days in advance. In the event more than one employee requests the same vacation period, and it is determined by the employer that too many employees would be gone in a given department, the employee (s) with the most department seniority shall be given preference.

ARTICLE 9 **SICK LEAVE**

9.1 Upon completion of the introductory period, all regular employees shall accrue paid sick leave benefits at the rate of one (1) day (eight (8) hours) for each month of continuous employment up to a maximum of sixty (60) days (480 hours) and shall be paid at the employees' current rate of pay.

9.2 Paid sick leave benefits shall accumulate from the date of hire.

9.3 Accumulation of sick leave above four hundred eighty (480) hours shall be converted from sick leave to annual leave on July 1st of each year. At

such time the employee may elect to cash-out half of their excess accumulated hours. This conversion shall not exceed 200 hours per year.

9.4 The Employer reserves the right to require sickness to be supported by a doctor's certificate in the case of habitual absenteeism and after 5 consecutive days of being absent.

9.5 Paid sick leave benefits shall be paid at the employee's current rate of pay for an illness or injury which has actually incapacitated the employee and prevented the employee from performing normal duties, or for absence due to illness in the employee's immediate family requiring the employee's personal attendance. Doctor, dental, or vision appointments shall be included as cause for sick leave.

9.6 In case of injury or ailment, which is covered by the Alaska Workers' Compensation Act, the employee will continue to accrue all benefits allowed under this agreement, including but not limited to sick leave, vacation, **and** health & welfare insurance, ~~and pension~~.

9.7 At the expiration of any period of sick leave, an additional period of up to ninety (90) days without pay shall be granted at the written request of the employee and the need for such sick leave must be proven by a doctor's certificate. Seniority rights shall be held by the employee until the expiration of any such period of leave without pay.

9.8 When an employee is temporarily, partially disabled and as a result is unable to perform regular duties, the Employer will make a reasonable effort to assign light duty when available.

9.9 An employee shall notify his supervisor immediately, but no later than the end of his shift, in case of an accident or injury sustained on the job.

ARTICLE 10 **SENIORITY**

10.1 Seniority as used herein shall mean the length of continuous employment with the Employer within job classifications covered by this Agreement. Employees shall not accumulate seniority during the period of introductory employment. After employees have completed the introductory period and have been transferred to regular status, seniority shall be dated from the date of hire.

10.2 The seniority of an employee shall terminate if that employee:

10.2.1 Is laid off for a period of more than twelve (12) consecutive months.

10.2.2 Resigns from employment with the Employer.

10.2.3 Is discharged with just cause.

10.2.4 Is temporarily laid off and fails to return to work within ten (10) working days after written notice requesting the individual to return to work is delivered by registered mail to the individual's last known address or to the individual personally, and fails to notify the Employer of an intention to return to work within forty-eight (48) hours after having received such notification.

10.3 Any layoffs shall be made in the inverse order of the seniority of the employees by job classification within each department, provided ability and qualifications are equal. If thereafter, a vacancy in the same classification occurs, seniority, ability and qualifications of those on layoff status shall be considered when filling the vacancy. Temporary positions in a department in which one or more employees have been laid off during the preceding twelve (12) month period shall be offered first to the laid off employees who are qualified to perform the temporary work.

10.4 Excepting the position of foreman, in the filling of new jobs, vacancies and in making temporary and permanent promotions, seniority, as defined in this Agreement, shall be given full consideration; and where ability and qualifications mean requirements that are pertinent to the job classification.

10.5 In the selection of shifts and vacations, seniority shall prevail, insofar as practical, in the best interests of service.

ARTICLE 11

LEAVES OF ABSENCE

11.1 All leaves of absence without pay are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request shall be given by the Employer within thirty (30) days, except in the case of an emergency.

11.2 Leaves of absence without pay may be granted for period of up to one hundred eighty (180) calendar days without loss of accrued benefits and seniority, provided that the employee must use accrued vacation/sick leaves before being placed on leave without pay (LWOP) status. In special cases, leaves of absence may be extended by mutual written agreement.

11.3 Leave required in order for an employee to maintain status in the National Guard or a military reserve of the United States shall be granted without loss of pay and without loss of benefits accrued to the date of such leave commences. Regular full-time employees on such leave shall be compensated by the Employer for the difference between their military pay and their regular pay up to a maximum of two (2) weeks. A copy of the order issued by appropriate authority for military training shall accompany requests for special military leave. Upon return to duty the employee shall furnish the Employer evidence of the amount of National Guard or Reserve pay received during the period of special military leave before he/she will be reimbursed any additional monies by the Employer.

11.4 An employee who is selected or properly appointed to a position of responsibility in the Union may be granted a leave of absence without pay or fringe benefit or seniority accrual for a period not to exceed three (3) years without loss of established seniority. Such leave of absence shall be requested by the Union and will be considered based on the operational needs of the City. Upon expiration of the leave of absence, the employee shall be reinstated to the first available opening in the employee's former classification.

11.5 Employees attending conferences, seminars or workshops, on behalf of the Union, will be allowed to take leave without pay. Employees taking leave without pay for Union business do not have to use accrued leave prior to being placed on leave without pay status.

11.6 The Employer shall provide leave to eligible employees in accordance with the requirements of the state and federal Family and Medical Leave Acts (FMLA).

11.7 Employees may retain up to five (5) days of paid leave prior to being placed on Family Medical Leave without pay. The choice to retain leave must be included in the initial request.

11.8 Employees on approved FMLA shall have their health insurance benefits continued as if they were working.

ARTICLE 12

JURY DUTY/WITNESS DUTY

12.1 Employees who are called to serve on jury duty, or who are subpoenaed to testify in court on a matter related to their employment or volunteer activities on behalf of the City, shall be compensated by the Employer

for the difference between their jury duty or witness pay and their normal straight-time pay. The Employee will suffer no loss of accrued benefits for such time. If the employee is temporarily or permanently excused from jury or witness duty, the employee shall promptly return to work.

12.2 Employees will be granted paid-time off (PTO) for court appearances on their own behalf or as a witness at the request of a party other than the Employer. Timely notification to the Employer will be given when possible.

ARTICLE 13 **FUNERAL LEAVE**

13.1 The employee, at his request, shall be granted reasonable time off as funeral leave of absence. Such time off may be charged, at the employee's option, to his vacation account or sick leave account. Should the employee's vacation and sick leave accounts both be insufficient, the employee shall be permitted a reasonable amount of time as funeral leave without pay. In the event of death of an employee's parent, child, sibling, or spouse, father-in-law or mother-in-law the first five (5) days of such leave shall be paid by the Employer without affect on the employee's sick leave account or vacation account.

ARTICLE 14 **TRAINING**

14.1 The Employer and the Union will cooperate in encouraging training programs, including government-funded programs, which will provide initial and advanced training for the employees. Within budget limitations, the Employer may provide an educational assistance plan for regular full-time employees to improve skills, knowledge and abilities relating to their present positions or to positions to which they might logically progress.

14.2 In order to receive reimbursement for training, employees must request and receive prior approval from the Employer and must satisfactorily complete the course with a grade C or better. Upon completion of the approved course, the employee may submit a request for reimbursement, together with receipt of tuition and books, to the department head who will process the request for payment. All usable books and other materials received as a part of Employer-funded courses shall be the property of the Employer, and shall be available in applicable departments for use by employees. Such education must be identified in the employee's performance evaluation and must be coordinated through the Personnel Department.

14.3 When assigned to a school or training facility by the City, employees will not suffer a loss in wages. If schooling is taken out of town or it is necessary to travel out of town at the City's insistence, room will be reimbursed,

if necessary upon presentation of proper receipts, and all major transportation shall be taken care of in advance by the City. When travel is authorized by the Employer for training on an employee's regularly scheduled day off, the employee shall receive compensation at the employee's straight time hourly rate for actual travel time not to exceed eight (8) hours of compensation per travel day. In addition a \$50 per diem for meals and incidental expenses shall be paid to the employee while out of town on training.

14.4 When assigned to a school or training facility by the City, employees will agree to remain in City service one month for every day (including Saturdays and Sundays) that he or she is attending the school and for which the City is paying his or her salary, travel costs, and per diem. There shall be a two-year maximum to the length of time that the employee must remain in service. Should the employee leave the service of the City prior to the completion of computed service time, he or she shall reimburse the City for costs incurred in proportion to length of time remaining to be served. If the employee is involuntarily separated from the service of the City before completion of computed service time, the remaining time to be served will be cancelled.

ARTICLE 15

MEDICAL BENEFITS

15.1 ~~The Employer will make available to all employees covered by this Agreement a health insurance plan, subject to plan eligibility requirements. The Employer shall pay 100% of the cost of the available plan. The Employer's liability shall be limited to paying said cost.~~ **The Borough will make available to all union employees a health insurance plan, subject to terms and conditions of the agreement between the City and Borough of Wrangell and the insurance carrier. The City and Borough of Wrangell shall pay 85% of the cost of the insurance premiums for the Employee and any enrolled spouse or dependents. The employee will pay the remaining 15% of the cost of coverage for the employee and enrolled spouse and/or dependents in the form of a payroll deduction at the end of the pay period and month of coverage.**

15.2 Either party may propose to the other, during the term of this Agreement, an alternate health insurance plan if the proposed plan offers equal or better coverage at an equal or reduced premium. In the event that one party gives written notice to the other that such a plan is available, the parties will meet to review the plan proposed. **Changes to the policy as required by the Affordable Care Act are not considered within the control of either party and are not an item where approval of either party is required.**

15.3 Employees and the Union will receive notification of any proposed changes in insurance coverage prior to implementing any changes.

~~15.4 Effective July 1, 2011, medical coverage for dependents and spouses of employees not employed by the City and Borough of Wrangell prior to June 30, 2011 will no longer have medical benefits 100% covered by the municipality. This ratio will be reduced to 70% of the medical benefits paid for by the City and Borough of Wrangell.~~

15.5 The Employer agrees to continue ~~the current~~ a deductible reimbursement program in which ~~three covered family members may receive up to a maximum reimbursement of \$500.00 dollars each per calendar year (total \$1,500.00) once the covered members out of pocket expense reaches or exceeds one thousand dollars (\$1,000.00)~~ equal to the City and Borough of Wrangell's Health Reimbursement Arrangement.

ARTICLE 16

RETIREMENT BENEFITS

16.1 All regular permanent employees shall be eligible to participate in the Alaska Public Employees Retirement System (PERS) and the Supplemental Benefits System (SBS) as provided by the State of Alaska.

ARTICLE 17

LABOR/MANAGEMENT COMMITTEE

17.1 A Labor/Management Committee, consisting of no more than three (3) regular representatives from City Management, and no more than three (3) representatives from the employee group will meet upon written notification of desire to convene by either party. The primary activities of this committee will include: contract interpretation, pre-grievance discussions of operating problems, method improvement and public relations.

17.2 The Committee will not have the authority to alter the meaning or cost application of the collective bargaining agreement, nor will it act as a grievance committee once a grievance has been filed. The chair shall rotate between the City and the Union, alternately, at each meeting.

ARTICLE 18

EMPLOYMENT PRACTICES

18.1 Employees shall have access to the confidential personnel and payroll files that relate to them. Access to these files by other than the City Manager or his designee, the employee's immediate supervisor and department head shall not be allowed without prior approval of the City Manager, except that the Finance Director may have access to payroll records. Employees shall be advised as to any other persons who may be granted access to these files.

18.2 An employee may exchange a scheduled day off for another day if the employee's supervisor and any other affected employee agree.

18.3 In case of occupational injury, or prolonged illness, the employee's position or a comparable position shall be held for up to twelve (12) months or until it has been medically determined that the employee will be unable to return to that job, whichever occurs first, and the employee shall not lose accrued seniority during this period.

18.4 Personal tools which are worn out or broken while being used by mechanics in the performance of their work will be replaced by the Employer with tools of equal quality. Employees will be required to present the broken or worn tool to the Employer prior to receiving a replacement. The Employer will also replace such tools when stolen if evidence of forcible entry or other physical evidence of theft is presented and the employee has filed a complaint with the police department.

18.5 The Employer shall furnish a room with lockers for clothes, tools, etc., and facilities for draping clothing and equipment. The Employer shall also furnish the cost of required overalls, rain gear, boots, or other protective clothing for all full-time employees not to exceed four hundred dollars (\$400.00) per year per employee. Reimbursement will be made based on evidence of purchase. This allowance may also be used for personal clothing that has been destroyed or deemed unusable in the performance of the employee's job. Employees are required to check their balance before purchase.

18.6 Employees shall travel shop to shop on the Employer's time and in City vehicles and shall report at shop headquarters in which they are regularly employed. Employees will not use personal vehicles in the course of their work unless specifically authorized in writing, in which case the maximum Internal Revenue Service (IRS) allowable reimbursement rate per mile will be paid.

18.7 Employees who report for work on a scheduled work day and who, because of inclement weather or comparable reasons, are unable to discharge their usual duties, will be paid for such day at the applicable rate; provided, however, that such employee may be assigned to other work or participate in training and instruction pertinent to their employment, including first aid and safety. Reassignment of other work or training shall be at the sole discretion of the employer.

18.8 All work shall be executed in a safe and proper manner. The Employer and employees shall be responsible for carrying out safety practices. Any employee injured the job, however slightly, must report the fact immediately to his/her supervisor or other responsible department official. All first aid kits shall be kept properly supplied, and in clean and good condition.

18.9 Employees may engage in occupations or outside activities as long as they do not interfere with their job duties or create a conflict of interest.

18.10 Changes on time cards that involve an employee's rate of pay or hours worked shall be brought to the attention of the employee involved **as soon as practical** and the authorized Union representative. Copies of an employee's time cards shall be made available for inspection if requested by the employee or an authorized Union representative.

18.11 All employees are paid on the 5th day of the month. For the months of June and December, employees will be paid on the last working day of those months. All employees under this agreement shall be allowed a mid-month draw and may be allowed additional draws based on personal need. If payday falls on a holiday or weekend, the preceding business day shall be the payday. With the exception of any mid-month draws, each paycheck shall be accompanied by a statement showing the number of hours worked at straight-time, the number of hours worked at overtime, and all deductions. Annual statements shall be furnished to each employee showing gross earnings, total deductions made, and total vacation and sick leave time accumulated. No unauthorized deductions or accrued earnings shall be withheld from an employee's earnings. Electronic deposits will be made upon written request by the employee.

18.12 If important changes are made in any job, either from an equipment operation or responsibility standpoint, then such job shall be reviewed for reclassification by mutual agreement between the City and Borough of Wrangell and the Union. If new job classifications are created in divisions covered by this Agreement that would not otherwise be excluded from the bargaining unit pursuant to the recognition clause contained herein, the Employer and Union will bargain in good faith about the wages, hours and working conditions to apply to the new classification. Such negotiations shall occur prior to the hiring of the position.

18.13 An employee whose work requires driving motor vehicles must possess a valid driver's license issued by the State of Alaska, with an acceptable driving record. The Employer shall reimburse employees for the cost of job required renewal of commercial driving endorsements, including any required physical examinations. Any employee who does not hold a valid driver's license will not be allowed to operate a City vehicle until such time as a valid license is obtained. Employees must immediately report any suspension, revocation, or restriction of driving privileges to their supervisor. Failure to report a suspension,

revocation, or restriction of driving privileges may result in disciplinary action against the employee.

ARTICLE 19

SAFETY

19.1 The City shall furnish such safety devices and first aid kits as may be needed for the safety and proper emergency medical treatment of the employees. All necessary rubber equipment and noise protection gear for the protection of men working on or in close proximity of live and/or loud equipment is to be furnished by the City and shall be used by the employee's at all appropriate times. The City will furnish such safety straps as may be necessary.

19.1.1 The Employer will provide an allowance of up to three hundred fifty dollars (\$350.00) for replacement of body belts and up to two hundred fifty dollars (\$250.00) for replacement of climbers and/or replacement parts for climbers for all Journeyman Lineman and indentured apprentices working under this Collective Bargaining Agreement.

19.1.2 The employee will take full responsibility for the safe upkeep of this Personal Protective Equipment (PPE) and thereby take full ownership of it. The reimbursement will not apply to belts and climbers that have been intentionally damaged. Upon a request for replacement by the employee, the Employer along with a union designated safety committee person, shall make a determination of the equipments present condition, adequacy of protection and fit; then either approve or disapprove the replacement. Any dispute over this determination may be subject to the grievance procedure contained in the Collective Bargaining Agreement.

19.2 Both Employer and employees are required to comply with the Alaska Occupational Safety and Health Act (OSHA), as set forth in AS 18.60.010 – AS 18.60.105. Pursuant to AS 18.60.075(a) and AS 18.60.075(b), as may be amended from time to time, it shall be the responsibility of both the Employer and employees to undertake all work in a safe and proper manner. Subject to AS 18.60.077 and AS 18.60.081, The National Electric Safety Code and OSHA regulations adopted by the State of Alaska for electrical work and related activities shall serve as the standard.

19.3 All repair, installation and maintenance work on energized high voltage equipment and on high voltage series street lighting circuits shall be done by journeyman linemen where available. The framing and handling of poles, boring and fitting on cross arms, making guys on the job, the testing repair and

rebuilding of transformers, oil circuit breakers, sectionalizers, voltage regulators and other electrical apparatus will be done by qualified journeyman who may be assisted by apprentices or ground men.

19.4 When working on energized circuits of 400 volts or greater, one (1) journeyman and (1) apprentice or ground man shall be required. The apprentice or ground man shall serve principally as a standby man to render assistance in case of an accident. In no case, when working in pairs, shall they work simultaneously.

19.5 In case of trouble on energized lines, conductors or equipment in excess of 400 volts, or where work to be performed is hazardous, two or more journeymen shall be assigned to the job when available.

19.6 All employees shall be responsible for carrying out safety and good housekeeping policies and practices. They shall see that all first aid kits are kept properly supplied and in clean and good condition, and that all protection devices for handling high voltages are kept in good condition. Rubber gloves shall be subjected to a 15,000 volt flashover test every six (6) months and an air test before each use and shall be kept clean, dusted with talcum powder and carried in a suitable bag provided for that purpose only. Hand tackle shall be kept in good repair.

19.7 No person except those employed therein, or duly authorized, shall enter substations or generating plants without the knowledge and permission of the person in charge of the plant at the time. Rooms and spaces shall be so arranged with fences, screens, partitions or walls as to prevent entrance or unauthorized persons or interference by them with equipment inside, and entrances not under the observation of an unauthorized attendant should be kept locked.

19.8 No employee shall be required to work voltages in excess of 5,000 volts with rubber gloves.

19.9 The Employer will provide one set of high visibility, fire retardant raingear to employees engaged in line work (including flagging), generation maintenance, or meter reading. Replacement will be made whenever the raingear is worn out or damaged.

19.10 Safety or prescription safety eyeglasses and frames broken as a result of job related activities will be replaced at Employer expense, providing proof of loss or breaking of glasses in the course of employment is furnished.

19.11 Drug/Alcohol Testing: IBEW, Local 1547 and the City and Borough of Wrangell maintain a firm joint commitment to ensure a drug-free workplace, and to comply with applicable laws and regulations for employees in positions

requiring commercial driver's licenses, and a policy of pre-employment testing, reasonable suspicion testing, random testing, and post accident testing for positions that do not require commercial drivers licensees.

19.12 A Safety and Training Committee composed of equal representation from the Employer and the employees shall be created to inspect all tools and equipment and review safety programs and training. The Safety Committee shall have the right to recommend disciplinary action for any employee who disregards safety practices and regulations. Inspections and safety meetings are to be made mandatory on a monthly basis. The Employer will forward minutes of all safety meetings to the Local Union office.

ARTICLE 20

NO STRIKE – NO LOCKOUT

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

20.2 Under normal conditions, it is agreed that nothing in this Agreement shall be interpreted as requiring members of the Union to work behind another labor organization's lawful picket line recognized by IBEW, Local 1547. However, it is mutually agreed that all essential services will be maintained by employees without interruption.

ARTICLE 21

GRIEVANCE AND ARBITRATION PROCEDURE

21.1 A grievance is defined as an alleged breach of this Agreement raised during its term. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. The parties agree that any problems should be resolved as quickly as possible and at the lowest level of supervision possible. If informal resolution is not possible, the following steps shall apply:

21.2 Step I – Department Head: Any employee shall first discuss any grievance with his or her Department Head within five (5) working days after the grievance arose. The employee may be accompanied by his or her Shop Steward.

21.3 Step II – City Manager: If the matter cannot be resolved informally at Step I, and it is the employee's desire to proceed further, the Union shall

reduce the grievance to writing and submit it to the City Manager, or designee. The written grievance shall contain a description of the alleged problem, the section of the Agreement involved, the date it occurred, and the corrective action desired. The City Manager, or his designee will, within seven (7) working days of receipt of the written grievance, hold a meeting with the employee and a Union representative for the purpose of resolving the grievance. The City Manager, or designee shall respond in writing within seven (7) working days of the Step II meeting.

21.4 Step III – Arbitration: If not settled, the Union may submit the grievance to final and binding arbitration within fourteen (14) working days following receipt of the Step II response. Upon notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator, the Union shall, request the Federal Mediation & Conciliation Service to supply a list of thirteen (13) qualified arbitrators and the parties shall alternately strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike the first name shall be determined by coin toss. The arbitrator shall be notified immediately of his or her selection by letters from the Employer and the Union requesting that a time and place for a hearing be set as soon as possible. The Arbitrator's award shall be final and binding, subject to the limits of authority stated below. The parties shall use their best efforts to minimize the costs.

21.5 The Arbitrator's function is to interpret the Agreement. The Arbitrator shall consider only the particular issue presented in writing by the Employer and the Union. The Arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

21.6 Any dispute as to procedure shall be heard and decided by the Arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the Arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (1/2) of the fee of the Arbitrator and any other expenses jointly incurred, incidental to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party, shall be responsible for the expenses of witnesses called by the other party, except that witnesses who are employees of the Employer shall be paid by the Employer for normal working time spent testifying at the hearing.

21.7 If an employee or the Union fails to process a grievance at any step within the time limits set forth above and the procedure is not waived and such failure shall constitute a bar to any future actions thereon. The grievance shall automatically progress to the next step and not be deemed waived if the

Employer (or his designee) fails to answer a grievance at any step in the procedure. In any event, the Union shall be entitled to a written response from the Employer prior to submission to arbitration.

21.8 Unless otherwise agreed to herein, neither party shall be required during the term of this Agreement to provide the other party with any data, documents, or reports in its possession or under its control for any purpose or reason unless they are relevant to a filed grievance. Copies of all documents used to support and answer a grievance shall be made available to the parties.

21.9 For the purposes of this Article “working days” shall exclude Saturdays, Sundays and recognized holidays.

ARTICLE 22 **NONDISCRIMINATION**

22.1 The Employer and the Union agree that there shall be no unlawful discrimination against any employee or applicant for employment because of race, color, religion, age, sex or national origin, except as permitted by law and unless one of the foregoing factors constitutes a bona fide occupational qualification; provided, however, that a claim that this provision has been violated shall not be subject to Step III of the grievance procedure of this Agreement if the grievant has also filed a charge or claim with an administrative agency or court of law, and provided further, that any claim, complaint or charge that this provision has been breached or violated shall be deemed waived and unenforceable and the Employer and Union thereby released from any liability if not filed with the appropriate administrative agency and/or court of law within one hundred eighty (180) days of the alleged act of discrimination.

22.2 For the purpose of this Agreement, where the male gender is used, it shall mean to cover both male and female employees.

ARTICLE 23 **UNION REPRESENTATION**

23.1 The Union’s Business Representative shall appoint no more than three (3) Shop Stewards within the City and Borough of Wrangell Bargaining Unit and shall notify the Employer as to their names and specific duties. No other employee or member of the Union, outside of the Business Manager, Business Representative or its appointed Shop Stewards, shall represent the Union.

23.2 Shop Stewards shall perform work for the Employer to the same extent as other employees. After giving notice or having made an appointment, Shop Stewards or other authorized Union representatives, as stated above in

Section 23.1, shall be allowed admission to any shop or job at any reasonable time for the purpose of investigating conditions existing on the job. Such authorized representatives shall confine their activities during such investigation to matters relating to this Agreement.

23.3 The City shall furnish bulletin boards for the use of the Union in posting officially signed Union bulletins.

23.4 The Union reserves the right to discipline its members for any violation of any of its laws, rules and agreements.

ARTICLE 24 **UNION SECURITY**

24.1 All employees of the City coming within the classifications covered by this Agreement shall share in the cost of maintaining and operating the Union as their collective bargaining agency in accordance with its rules, and shall be members thereof in good standing within thirty (30) calendar days of hire or within thirty (30) calendar days following the date of signing of this Agreement, whichever is later.

24.2 During the term of this Agreement, the Employer shall deduct from the wages of employees covered by this Agreement and pay over monthly to the proper offices of the Union the membership dues, working assessments and other lawful charges or equivalent service charge for those employees who individually and voluntarily authorize such deductions in writing by signing an authorization for payroll deduction of Union dues, copies of which shall be provided by the Employer. The Employer will not be held liable for deduction errors, but will make proper adjustments with the Union for errors as soon as practicable. The Union will hold the Employer harmless for any action taken at the written direction of the Union pertaining to this Article. The City will send a check for the total amount deducted, together with a list of the individuals' names for whom the deductions were made, to the Financial Secretary as designated by the Union on or before the fifteenth (15th) day of the following month.

24.3 During the term of this Agreement, the Employer shall deduct \$7.00 per pay period from the wages of employees covered by this Agreement and pay monthly to a person or entity designated by the Union as voluntary contributions to the Union's Political Action Committee Fund for those employees who individually and voluntarily authorize such deductions in writing by signing and giving to the Employer the standard deduction authorization form provided by the Union. The deduction authorization may be revoked by the employee at any time. Both the Union and the employee agree to indemnify and hold the Employer harmless from any and all claims, demands, suits or other actions or

liability that may arise out of, or exist as a result of, making these deductions or contributions.

24.4 The Employer will provide the Union with a monthly report containing the following information about employees covered by this Agreement: name and date of hire of new employees hired each month, union dues or service charges deducted and classifications. The method and format of reporting shall be determined by the Employer. As a condition of receiving the foregoing information, the Union will treat it as confidential and limit its dissemination to official Union representatives. The Employer shall respond within twenty (20) days to any written request from the Union for information as to why any employee was not included with said information. If not satisfied with the response, the Union may submit to the grievance procedure contained herein, beginning at Step II, any claim that the Employer has wrongfully excluded any employee from the bargaining unit.

ARTICLE 25

GENERAL PROVISIONS

25.1 Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided herein.

25.2 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. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

25.3 Should any article, section or provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted statute or other law, or by the decree of judgment of any court of competent jurisdiction, the invalidation of such article, section or provision will not affect the remaining portions hereof and such other parts and provisions will remain in full force and effect. Upon the invalidation of any article, section or provision hereof, the parties will meet and negotiate the parts and provisions concerned within thirty (30) days from the date the fact of such invalidation is communicated to

them; provided, however, that the parties may mutually agree to extend the time for such negotiations.

25.4 The Employer shall have the right to transfer employees covered by the current Collective Bargaining Agreement (CBA) to a third party, whether by sale, transfer, privatization, or any other legal means, the City and Borough of Wrangell is obligated to require the third party acquiring said properties, to agree in writing to both the City and Borough of Wrangell and IBEW, Local 1547 (Union) to:

- A. Recognize the Union as the collective bargaining representative of all transferred employees;
- B. For the duration of the CBA agree to not lay-off transferred employees and honor all terms and conditions of the CBA.

ARTICLE 26

TERM OF AGREEMENT

26.1 This Agreement shall become effective ~~July 1, 2012~~ **July 1, 2017** and shall continue in full force and effect through ~~June 30, 2020~~ and shall continue in full force and effect from year to year thereafter unless notice of desire to amend this Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice, and this Agreement shall remain in effect until the terms of a new amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of a date stated in such notice to terminate, and shall be at least ten (10) days subsequent to the giving of such notice to terminate.

~~26.2 If, at any time during the agreement, the State of Alaska reduces the current level of revenue sharing provided to the City and Borough of Wrangell, either party shall have the right to open the Agreement for the sole purpose of re-negotiating any pending wage increases agreed to but not yet in effect. These negotiations must take place prior to the effective date of any such increase.~~

26.2 If, at any time during the agreement, the State of Alaska or Federal Government reduces the current level of revenue sharing provided to the City and Borough of Wrangell, either party shall have the right to open the Agreement for the sole purpose of re-negotiating any pending wage increases agreed to but

not yet in effect. These negotiations must take place prior to the effective date of any such increase.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day of _____, 2017.

ATTEST

CITY AND BOROUGH OF WRANGELL

By _____
Carol Rushmore
Interim Borough Manager

By _____
David L. Jack
Mayor

By _____
Kim Lane
Borough Clerk

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL 1547, AFL-CIO**

By _____

By _____

By _____
Negotiating Committee

By _____
Negotiating Committee

By _____
Negotiating Committee

**CITY AND BOROUGH OF WRANGELL
APPENDIX A
JOB TABLE BY GRADE AND TITLE**

<u>GRADE</u>	<u>JOB CLASSIFICATION TITLE</u>	<u>DEPARTMENT</u>
9	Maintenance Custodian	Pool/Museum
13	Groundman/Meter Reader	Electric
13	Harbor Maintenance Security Assistant	Harbor
14	Maintenance Specialist I/Heavy Equipment Operator Trainee	Public Works
15	Administrative Assistant	Harbor
15	Maintenance Specialist	Public Works
15	Apprentice Water/Wastewater	
16	Electric Dispatch Secretary	Electric
16	Sanitation Worker	Sanitation
17	Ports and Harbors Maintenance	Harbor
19	Facility Maintenance Specialist	Public Works
19	Harbor Services Leadman	Harbor
19	Marine Service Center/Harbor Services Leadman	Harbor
19	Mechanic	Garage
19	Skilled Maintenance Specialist	Public Works
19	Water Treatment Operator	Water/Wastewater
19	Wastewater Treatment Operator	Water/Wastewater
20	Diesel Electric Mechanic	Electric
20	Mechanic Leadman	Garage
23	Water Treatment Leadman	Water/Wastewater
23	Wastewater Treatment Leadman	Water/Wastewater
23	Public Works Foreman	Public Works
27	Electrical Lineman	Electric
29	Electrical Line Foreman	Electric

**CITY AND BOROUGH OF WRANGELL
 APPENDIX A (continued)
 APPRENTICE WAGE SCHEDULE**

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current journeyman wage rate, at Step 6 of the Journeyman Lineman wage schedule in Appendix A:

<u>Period</u>	<u>Percent</u>	<u>OJT Hours</u>	<u>Related Training Component</u>
1 st	50%	0-1000 Hours	Satisfactory Progress
2 nd	55%	1001-2000 Hours	Complete 1st Year
3 rd	60%	2001-3000 Hours	Satisfactory Progress
4 th	65%	3001-4000 Hours	Complete 2 nd Year
5 th	75%	4001-5000 Hours	Satisfactory Progress
6 th	80%	5001-6000 Hours	Complete 3 rd Year
7 th	85%	6001-7000 Hours	Satisfactory Progress
8 th	90%	7001-8000 Hours	Complete 4 th Year Pass State Licensing Exam

To be advanced to the next level the apprentice must have completed both the on-the-job training (OJT) hours and the related training component, as stated above.

The apprentice to journeyman ratio shall not exceed one (1) apprentice for every two journeyman. The Foreman will be counted as a journeyman for this calculation.

**CITY AND BOROUGH OF WRANGELL
APPENDIX B**

**TEMPORARY EMPLOYEES
Wages and Benefits**

1. Temporary employees working in classifications other than those listed below shall be paid at the applicable rate set forth in Appendix A.

2. All employees hereunder are designated as NECA-Temporary. The term NECA refers to the Inside-Outside IBEW Alaska Electrical Construction Agreement, as amended.

3. NECA-Temporary Employees: Journeyman Linemen and Wiremen and other classifications as set forth in the IBEW-NECA Agreement may be employed as NECA-Temps for a period not to exceed six (6) months of continuous employment in a twelve (12) month period. Such employees shall be subject to this Agreement as to hours of work and applicable working rules only. In addition, NECA-Temporary employees shall receive the wage rates as set forth in the IBEW Inside-Outside Alaska Electrical Construction Agreement, as amended. The Employer shall pay for the NECA-Temp employee's account, the health and welfare benefits, retirement benefits and group legal benefits as specified in said IBEW-NECA Agreement. NECA-Temporary employees shall not accrue seniority, service credits, holiday pay, annual leave, jury duty, worker's compensation supplement or longevity. NECA-Temporary employees shall be compensated at three (3) times the appropriate straight time rate for time worked on holidays.

4. Assignment of a NECA-Temporary employee to a regular position shall not cause the employee to be treated as either a probationary or regular employee unless the Employer affirmatively indicates in writing that is the Employer's intent and desire to change the employee's status from that of a NECA-Temporary to either a probationary or regular employee.

TOTAL ESTIMATED COST TO BOROUGH OF VARIOUS WAGE INCREASE SCENARIOS
 INCLUDES WAGE TABLE MODIFICATIONS TENTATIVELY AGREED (DROP 1ST 6 STEPS, ADD 3)

IBEW-REPRESENTED EMPLOYEES (24) ONLY

IF APPLIED TO NON-UNION PERMANENT EMPLOYEES

ADDITIONAL HOURLY WAGE INCREASE	TOTAL ADDITIONAL COST, 3 YEARS IBEW ONLY	IBEW HEALTH PREMIUM COST SHARE, 3 YEARS	NET ADDITIONAL 3- YEAR COST TO BOROUGH	ADDITIONAL			
				COST IF APPLIED TO NON-IBEW, 3 YEARS	3-YEAR TOTAL NET ADDITIONAL BOROUGH COST, ALL EMPLOYEES	PER YEAR NET ADDITIONAL BOROUGH COST	PROPERTY TAX MILL EQUIVALENT
0.05	100,701	(175,248)	(74,547)	111,728	37,181	12,394	0.09
0.10	111,514	(175,248)	(63,734)	125,261	61,527	20,509	0.15
0.15	122,327	(175,248)	(52,921)	138,794	85,873	28,624	0.21
0.20	133,140	(175,248)	(42,108)	152,327	110,219	36,740	0.27
0.25	143,952	(175,248)	(31,296)	165,860	134,564	44,855	0.33
0.30	154,765	(175,248)	(20,483)	179,394	158,911	52,970	0.39
0.35	165,578	(175,248)	(9,670)	192,927	183,257	61,086	0.45
0.40	176,391	(175,248)	1,143	206,460	207,603	69,201	0.51
0.45	187,204	(175,248)	11,956	219,993	231,949	77,316	0.56
0.50	198,017	(175,248)	22,770	233,526	256,295	85,432	0.62
0.55	208,830	(175,248)	33,583	247,059	280,641	93,547	0.68
0.60	219,643	(175,248)	44,395	260,592	304,987	101,662	0.74
0.65	230,456	(175,248)	55,208	274,126	329,334	109,778	0.80
0.70	241,269	(175,248)	66,021	287,659	353,680	117,893	0.86
0.75	252,082	(175,248)	76,834	301,192	378,026	126,009	0.92
0.80	262,895	(175,248)	87,647	314,725	402,372	134,124	0.98
0.85	273,708	(175,248)	98,460	328,258	426,718	142,239	1.04
0.90	284,520	(175,248)	109,273	341,791	451,063	150,354	1.10
0.95	295,333	(175,248)	120,086	355,324	475,409	158,470	1.16
1.00	306,146	(175,248)	130,899	368,857	499,755	166,585	1.22
1.05	316,959	(175,248)	141,712	382,391	524,102	174,701	1.28
1.10	327,772	(175,248)	152,525	395,924	548,448	182,816	1.33
1.15	338,585	(175,248)	163,338	409,457	572,794	190,931	1.39
1.20	349,398	(175,248)	174,151	422,990	597,140	199,047	1.45
1.25	360,211	(175,248)	184,964	436,523	621,486	207,162	1.51
1.30	371,024	(175,248)	195,777	450,056	645,832	215,277	1.57
1.35	381,837	(175,248)	206,590	463,589	670,178	223,393	1.63
1.40	392,650	(175,248)	217,403	477,123	694,525	231,508	1.69
1.45	403,463	(175,248)	228,216	490,656	718,871	239,624	1.75
1.50	414,276	(175,248)	239,029	504,189	743,217	247,739	1.81
1.55	425,088	(175,248)	249,842	517,722	767,562	255,854	1.87
1.60	435,901	(175,248)	260,655	531,255	791,908	263,969	1.93
1.65	446,714	(175,248)	271,468	544,788	816,254	272,085	1.99
1.70	457,527	(175,248)	282,281	558,321	840,600	280,200	2.05
1.75	468,340	(175,248)	293,094	571,854	864,946	288,315	2.10
1.80	479,153	(175,248)	303,907	585,388	889,293	296,431	2.16
1.85	489,966	(175,248)	314,720	598,921	913,639	304,546	2.22
1.90	500,779	(175,248)	325,533	612,454	937,985	312,662	2.28
1.95	511,592	(175,248)	336,346	625,987	962,331	320,777	2.34
2.00	522,405	(175,248)	347,159	639,520	986,677	328,892	2.40
2.05	533,218	(175,248)	357,972	653,053	1,011,023	337,008	2.46
2.10	544,031	(175,248)	368,785	666,586	1,035,369	345,123	2.52
2.15	554,844	(175,248)	379,598	680,120	1,059,716	353,239	2.58
2.20	565,656	(175,248)	390,411	693,653	1,084,061	361,354	2.64
2.25	576,469	(175,248)	401,224	707,186	1,108,407	369,469	2.70
2.30	587,282	(175,248)	412,037	720,719	1,132,753	377,584	2.76
2.35	598,095	(175,248)	422,850	734,252	1,157,099	385,700	2.82
2.40	608,908	(175,248)	433,663	747,785	1,181,445	393,815	2.87
2.45	619,721	(175,248)	444,475	761,318	1,205,791	401,930	2.93
2.50	630,534	(175,248)	455,288	774,851	1,230,137	410,046	2.99

Borough offer 6/9/17

IBEW last offer 6/8/17

Agenda Item 5b

CITY & BOROUGH OF WRANGELL

**BOROUGH ASSEMBLY
SPECIAL AGENDA ITEM
June 20, 2017**

INFORMATION:

Executive Session: Discuss with the Borough Attorney regarding implementing the Collective Bargaining Agreement between the City and Borough of Wrangell and the International Brotherhood of Electric Workers (IBEW), from the City's last offer of June 9, 2017, which was rejected by the Union

RECOMMENDED ACTION:

I move that pursuant to AS 44.62.310 (c), (1), that we recess into executive session to discuss matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the Borough, specifically: discussion and consideration of the City's last offer of June 9, 2017 to the Union.