

CITY OF UNALASKA  
UNALASKA, ALASKA

RESOLUTION 2025-48

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

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

WHEREAS, the City Manager negotiated a collective bargaining agreement with the International Union of Operating Engineers, Local 302, representing the City of Unalaska Department of Public Works and Department of Public Utilities Employees.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to sign the agreement between the City of Unalaska and the International Union of Operating Engineers, Local 302, representing the Department of Public Works and Department of Public Utilities Employees.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on June 24, 2025.

  
Vincent M. Tutiakoff, Sr.  
Mayor

ATTEST:

  
Estkaileen P. Magdaong, CMC  
City Clerk



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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Marjie Veeder, Deputy City Manager  
Through: William Homka, City Manager  
Date: June 24, 2025  
Re: Resolutions 2025-46, 47 & 48, authorizing the City Manager to sign the agreements between the City of Unalaska and the International Union of Operating Engineers, Local 302, representing employees at City Hall; Parks, Culture and Recreation; and the Departments of Public Works and Public Utilities

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**SUMMARY:** The tentative agreements between the International Union of Operating Engineers, Local 302, and the City will be brought to Council in Executive Session. Following that, Council will have the opportunity to approve the Collective Bargaining Agreement through Resolutions 2025-46, 47 and 48. Staff recommends approval.

**PREVIOUS COUNCIL ACTION:** City Council approved the current CBAs with Local 302 on May 24, 2022.

**BACKGROUND:** Local 302 represents employees in the following departments: Clerks, Planning, Finance; PCR; and Public Works and Public Utilities. Every three years the City and the union enter negotiations to agree upon a CBA for a new three-year term. The current agreements expire June 30, 2025. The proposed agreements will be effective July 1, 2025 through June 30, 2028.

**DISCUSSION:** Negotiations were conducted on May 14, 15, 19 & 20. The plan was to continue negotiations remotely the week after May 20, which the union decided against as they wished to conduct negotiations in person. Due to lack of seats from Anchorage to Unalaska, continued negotiations were delayed until June 17-19. On June 19, the negotiating teams came to tentative agreements on all three bargaining units. On June 20, we were notified that all three units ratified the negotiated agreements.

**ALTERNATIVES:** Council may choose to adopt the resolutions as presented, or to provide further direction to staff in Executive Session. This would result in continued negotiations with the union.

**FINANCIAL IMPLICATIONS:** As today is the last scheduled council meeting of the fiscal year, there is no time to include in the proposed FY26 Operating Budget the cost of implementing the new CBAs. If needed, a budget amendment will be brought during FY26 to cover the additional cost of the new agreements.

**LEGAL:** One of our city attorneys, John Fechter, acted as the city's chief negotiator, and wrote or reviewed all of the proposed changes to the agreements. Mr. Fechter will be available remotely to address Council this evening.

**STAFF RECOMMENDATION:** Staff recommends adoption of Resolutions 2025-46, 47 & 48.

**PROPOSED MOTION:** Each resolution must be voted on separately and the proposed motion is "I move to adopt Resolution 2025-\_\_."

**CITY MANAGER COMMENTS:** I support the Staff Recommendation.

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE CITY OF UNALASKA

and

Public Works and Public Utilities Employees  
IUOE, LOCAL 302

Term: July 1, 2025 - June 30, 2028

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## **PREAMBLE**

This Agreement is made and entered into this 1st day of July 2025 by and between the City of Unalaska, hereafter “Employer” or “City,” and the International Union of Operating Engineers, Local 302, hereafter the “Union for the Public Works and Public Utilities Bargaining Unit” or “Union.”

## **ARTICLE 1 PURPOSES OF THIS AGREEMENT**

The purposes of this Agreement are to promote the settlement of labor disagreement by conference, to prevent strikes and lockouts, to stabilize conditions in work in the area affected by this Agreement, to prevent avoidable delays and expense, and generally to encourage a spirit of helpful cooperation between the Employer and employee groups to their mutual advantage. The City and Union agree to meet and confer if Articles or portions of Articles need to be amended. Any changes shall be ratified by the Union and City and included in the agreement.

## **ARTICLE 2 RECOGNITION**

The City hereby recognizes, during the term of this Agreement, the International Union of Operating Engineers and Local 302 as the sole and exclusive bargaining representative for the employees performing work covered by the classifications set forth in this Agreement.

## **ARTICLE 3 UNION ACTIVITIES**

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

## **ARTICLE 4 COVERAGE**

This Agreement shall cover all facilities which the Employer may operate during the term of this Agreement, or any extension thereof, or any transfer of operations from existing facilities. The Employer may contract for work now being performed by permanent full-time bargaining unit members if the work is of a new construction nature and does not result in the layoff of any permanent full-time bargaining unit member. The City agrees that in each case in which the City hires a contractor to perform such a contract, the City will require that the wage and benefit levels paid under the contract will comply with all State and Federal laws.

## **ARTICLE 5 UNION ASSOCIATION**

**5.1 UNION MEMBERSHIP:** All regular full- and part-time employees covered by this Agreement may voluntarily elect to become and remain members in good standing with the Union by filing an application to join the Union (i) within thirty (30) calendar days following the completion of the employee’s probationary period, or (ii) within thirty (30) calendar days following the date of signing this Agreement, whichever occurs later. The tender of initiation fees and payment of periodic dues and assessments

uniformly required as a condition of retaining Union membership shall constitute good standing in the Union for the purpose of this section.

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

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

#### **5.4 DUES DEDUCTIONS**

- A. Upon written authorization of an employee within the bargaining unit, the City shall deduct monthly from the payroll of the employee (i) the regular fixed monthly dues, assessments, and fees of the Union, and/or (ii) any such other specific dollar amount as an employee may request in the written authorization provided to the Employer, and deliver said amount on behalf of the employee to the agent of Local 302 on a monthly basis. Such authorization shall be revocable at any time by the employee in writing using a form supplied by the Employer. Deductions authorized shall be on a form mutually agreeable to the parties.
- B. Upon the issuance of such check and transmission of same to the Union, responsibility on the part of the Employer shall cease with respect to any amount so deducted. The Union hereby undertakes to indemnify and hold harmless the City from any liability or claim that may arise or be made upon the City for or on account of any such deduction from the wages of any employee.
- C. Inquiries from employees about Union dues, fees, membership, and dues check-off authorizations will be directed to the Union, provided, however, that the Employer shall not be required to refer to the Union inquiries relating solely to the Employer’s administrative responsibilities regarding the written authorization and revocation forms described in this Article.
- D. Nothing in this Agreement prohibits the Union from charging a nonmember fee for services such as a grievance and/or arbitration filed at the request of the nonmember.

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

### **ARTICLE 6 HIRING HALL**

**6.1** The Union agrees to maintain a hiring hall and to solicit qualified workmen, both Union and non-Union, in order to fill necessary requisitions of workmen. The City maintains the right to fill the position from within the City. If the City is unable to fill the position locally, then the City agrees to use the services of such hiring hall and will call upon the Union to furnish all the qualified workmen who may be required in the classification herein mentioned, subject to the following terms and conditions. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, Bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. The Employer maintains the right to reject any job applicant referred by the Union. The Employer is the sole judge of the applicant’s qualifications.

**6.2** The Union agrees that it will not discriminate against non-Union workmen in referring workmen to the Employer, and the Employer agrees that he will not discriminate against Union workmen when selecting job applicants referred to it by the Union.

**6.3** The Union and the Employer may post recruitment notices in places where notices to employees and applicants for employment are customarily posted, and such postings shall include all provisions relating to the essential skills and knowledge and the minimum requirements of the position, and any hiring arrangements. All employees hired by the City shall serve a six (6) month probationary period. The probationary period for non-supervisory employees promoted to the next level within their division shall be determined by the Department Director. The probationary period may be extended for one (1) ninety-(90) day period. Human Resources will be responsible for notifying the Business Representative of the Union of any such action.

**6.4** New hire probationary employees may be disciplined for cause or terminated for any reason during the probationary period or any extension thereof, by the Employer and such discipline or separation shall not be subject to the grievance and arbitration provision of this Agreement

**6.5 DEMOTIONS:** When an employee is demoted whether voluntarily or involuntarily the employee may apply for a vacant position in the same or lower classification for which the employee is qualified. The employee will be paid at the current wage rate for that newly assumed position.

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

## **ARTICLE 7 NO STRIKE-NO LOCKOUT**

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

## **ARTICLE 8 NON-DISCRIMINATION**

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

## **ARTICLE 9 DISCIPLINE**

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

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

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

## **ARTICLE 10 GRIEVANCES -ARBITRATION**

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

**10.2 GRIEVANCE PROCEDURE:** The procedure for the resolution of grievances is hereby provided. When a situation arises which becomes a basis for a grievance, the employee, the Union, and the City will make every effort possible to informally resolve the grievance. In the event that the problem cannot be thereby resolved, the grievance shall be reduced to writing within fourteen (14) calendar days of the time that the employee or Union knew or should have known of the alleged violation and the following procedure will be used. If the fourteenth (14) day falls on a Saturday, Sunday, or a holiday the due date will be extended to the next business day. The grievance must be submitted on the approved grievance form and signed by a Union Representative.

**Step I.** The written grievance shall be submitted to both the appropriate Director and the responsible supervisor. The Employer shall have fourteen (14) calendar days from receipt of the written grievance to respond to the Union with a written decision.

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

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

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

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

**10.4 AUTHORITY OF THE ARBITRATOR:** The arbitrator shall conduct a hearing according to generally accepted standards and procedures for grievance arbitration. The arbitrator shall have no authority to add to, alter, delete, or modify any provision of this Agreement or issue any award on a matter not raised in the grievance filed by the Union. The decision of the arbitrator shall be final and binding on the parties. Nothing in this section shall be construed to prevent settlement of a grievance by mutual agreement of the parties at any time. The expenses of the arbitrator shall be borne by the non-prevailing party. This Article does not apply to new hire probationary or temporary employees. All grievances and arbitration cases pending at the time of execution of this Agreement shall be subject to all conditions of this grievance procedure, including time constraints.

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

## **ARTICLE 11 MEMBERSHIP RIGHTS**

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

## **ARTICLE 12 EMPLOYER RIGHTS**

**Recognition of Rights:** Except as otherwise expressly provided in this Agreement, nothing herein shall limit the Employer in the exercise of the rights and functions of ownership, management or governance. Such rights and functions of ownership, management or governance shall not be subject to arbitration in any respect. The City reserves all rights granted to it by the Alaska Public Employment Relations Act, unless such right has been clearly and unmistakably waived by an express provision of this Agreement.

## **ARTICLE 13 SENIORITY**

**13.1 SENIORITY:** Seniority is defined as follows: The employee having the longest term of continuous service as a full time non-temporary employee with the Employer in each Division.

**13.2 TRANSFERS:** The City shall have the right to transfer employees within the bargaining unit on a short-term temporary basis when an emergency or vacation situation arises or in the case of one- (1)

employee divisions. An employee who is a member of the bargaining unit who is transferred from one division to another division within the bargaining unit shall not lose any seniority as a result of the transfer.

**13.3 LAYOFFS:** Layoffs shall be based first on the lowest seniority and second on work performance in each division. A regular full-time employee shall be given in writing a two-week notice prior to layoff. If for any reason this is not possible, two weeks' severance pay shall be given to the employee. An employee on layoff status shall be given preference on future openings in his former classification or below within the bargaining unit, providing the former employee has the qualifications to fill that position and the former employee is a resident of the City at the time of the opening and has advised the City in writing as to his current local address and telephone number. However, if a former employee fails to respond for the opening within 48 hours, all rights to re-hire are relinquished. The preferential re-hire rights set forth herein shall not apply after one (1) calendar year following the former employee's layoff.

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

**Promotion Factors:**

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

**Supervisory Position:** Six (6) months probationary period

**Non-Supervisory Position:** Three (3) months probationary period.

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

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

**13.5 DEMOTIONS:** When an employee is demoted, whether voluntarily or involuntarily, the employee may apply for a vacant position in the same or lower classification for which the employee is qualified. When an employee is demoted to a position in a class where they previously held regular status, no probationary period shall be served. When an employee is demoted to a position in which they did not hold regular status, a 6 month probationary period shall be served.

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

**13.7 TERMINATION OF SENIORITY:** Employee seniority shall be terminated by the following conditions: (1) discharge for just cause; (2) layoff of one (1) calendar year; (3) resignation or retirement; or (4) failure to return from a leave of absence or vacation on agreed date unless approval has been obtained from the Department Director. Should a bona fide emergency occur and prior approval cannot be obtained, it shall be the responsibility of the employee to submit evidence that such emergency occurred. The employee must, in any case, notify the Employer within two (2) working days of such emergency, and the expected duration of the absence.

**13.8 TEMPORARY EMPLOYEE SENIORITY:** Temporary employees shall earn seniority in the same manner as regular full-time employees, except that separate seniority lists shall be kept for temporary employees. Such rights are terminated in accordance with Section 13.7 above.

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

## **ARTICLE 14 LEAVE**

**14.1 PERSONAL LEAVE:** Employees shall accrue leave commencing with their first date of employment in a regular full-time position. Personal Leave accrues at the following rates:

- A. First and second years of service beginning on the date of hire and ending on the date before the second anniversary date: 8 hours per pay period.
- B. Third and fourth years of service beginning on the second anniversary date and ending on the day before the fourth anniversary date: 10 hours per pay period.
- C. Fifth and sixth years of service beginning on the fourth anniversary date and ending on the date before the sixth anniversary date: 12 hours per pay period.
- D. Seventh and eighth years of service beginning on the sixth anniversary date and ending on the date before the eighth anniversary date: 14 hours per pay period.
- E. Ninth year of service and beyond beginning on the eighth anniversary date and ending on the date of separation from City services: 16 hours per pay period.

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

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

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

**14.5 USE OF PERSONAL LEAVE FOR SICK LEAVE PURPOSES:** Accrued personal leave may be used for sick leave at any time, including prior to the completion of the employee's probationary period.

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

**14.7 PERSONAL LEAVE BANK:** An employee may receive donated leave from another City Employee provided the receiving employee is seriously ill or injured, or has an immediate family member who is seriously ill or injured, or is attending to a death in his/her immediate family or is eligible for Family and Medical Leave (FML) or Alaska Family Leave (AFL) under State or Federal laws, or is under the care of a physician and has exhausted all their personal leave. Personal leave under this Section shall be donated at the donating employee's current rate of pay and converted into hours at the receiving employee's rate of pay and added to the receiving employee's personal leave bank. The donated personal leave shall be subject to all taxation and contributions required of all payroll compensation and shall be borne by the employee to whom the personal leave is being donated. Any unused donated leave will remain with the recipient.

**14.8 USE OF PERSONAL LEAVE FOR PURPOSES OTHER THAN SICK LEAVE:** An employee may use accrued personal leave only upon successful completion of the probationary period (except that personal leave may be used as sick leave at any time). However, due to extraordinary circumstances, as determined by the Department Director, an employee may request and be granted the ability to use accrued personal leave for purposes other than sick leave prior to the successful completion of the probationary period, but he/she does not have the right to determine when personal leave may be used for those purposes. Regular employees shall be allowed to use any amount of accrued leave for non-sick leave purposes at any time desired that will not be detrimental to department operations, as determined by the Department Director. The longer the period of leave requested for non-sick purposes, a longer advance notice should be given to enable scheduling.

**14.9 PERSONAL LEAVE CASH-OUT:** After twelve (12) months continuous service an employee may cash-out personal leave two (2) times per fiscal year, provided that the employee shall retain at least eighty (80) hours of leave in his/her account. An employee on track to hit the leave cap in Article 14.2 may request and shall receive a third opportunity to cash out personal leave. Cash-out in lieu of annual leave shall be subject to all taxation and contributions required of all payroll compensation.

**14.10 EMERGENCY PERSONAL LEAVE CASH-OUT:** In addition to the provisions in Section 14.9, cash-out in lieu of accrued personal leave may be obtained under emergency conditions when requested in writing by the employee and approved by the City Manager. "Emergency," as defined in this section, means a critical situation over which neither the employee nor the City has control or when the employee is nearing the leave cap due to inability to take leave. Cash-out in lieu of personal leave shall be subject to all taxation and contributions required of all payroll compensation.

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

**14.12 PERSONAL LEAVE PAYMENT UPON TERMINATION:** Upon termination, accrued personal leave shall be paid in a lump sum to all employees with twelve (12) months of continuous employment with the City. The hourly rate to be used in computing the cash payment shall be the rate paid to the employee on the date that the separation notice is given to the employee or the effective date of the resignation notice. This cash-in of personal leave shall be subject to all taxation and contribution required of all payroll compensation.

**14.13 LEAVE WITHOUT PAY:** Leave without pay may be granted to an employee upon recommendation of the Department Director and approval of the City Manager. Each request for such leave shall be considered in light of the circumstances involved and the needs of the Department. Leave without pay shall not be requested nor granted until such time as all accrued personal leave has been exhausted

including floating holidays, except when an employee is absent and drawing workers' compensation pay. Benefits do not accrue while on leave without pay, except insurance, which will continue through the first calendar month of leave without pay after the end of the calendar month in which leave without pay status began.

**14.14 CHANGING OF ANNIVERSARY DATE BECAUSE OF LEAVE WITHOUT PAY:** If an employee uses more than ten (10) calendar days total leave without pay during an anniversary year, his anniversary and length of service dates shall be advanced by the number of days such leave without pay exceeds ten (10).

**14.15 EDUCATION LEAVE WITHOUT PAY:** Leave without pay may be authorized to allow time to complete formal undergraduate or advanced degree requirements. Employees who have demonstrated above average performance with the City for a minimum of two (2) years shall be considered for such leave, providing the work situation permits a temporary absence without serious effect upon the department's schedule of activities. A maximum of one (1) year of college work, or equivalent thereof, may be granted in such cases. No benefits shall accrue while on this type of leave without pay.

**14.16 EDUCATION LEAVE WITH PAY:** Leave with pay, not to exceed (3) three months, may be authorized to include time to complete advanced training programs. Should an employee terminate prior to working one year after completion of an approved training program, other than a mandatory program, the employee will be subject to forfeiture of accumulated leave and/or salary in the amount equal to salary paid to the employee during the training program.

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

#### **14.18 MILITARY LEAVE**

- A. **Military Leave for Reserve Training Duty:** An employee who belongs to a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay, time or performance rating on all days during which the employee is ordered to training duty with troops or at field exercises, or for instruction, up to a maximum of 10 working days in any calendar period beginning January 1 and ending December 31. Such military leave shall not be deducted from accrued personal leave. An employee ordered to attend additional periods of military duty may take personal leave or leave without pay for such duty, subject to Article 14.13 of this Agreement. The employee shall give as much advance written or verbal notice to the City as possible and shall provide documentation substantiating the dates for which leave is requested or taken unless precluded by military necessity or if the giving of such notice is otherwise impossible or unreasonable.

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

- B. **Military Furlough for Active Duty:** An employee ordered to active military duty shall, upon request, be furloughed without pay for the period of the employee's military service, not to exceed five (5) years, in order to fulfill the employee's military commitment. Upon discharge from active duty service, an employee shall be re-hired in the same or similar position that they would have attained if the employee had not been absent (including seniority credit), provided the employee (i) is qualified to perform the job, (ii) re-applies for the position within the time required by the

Uniform Service Employment and Reemployment Rights Act (USERRA), and (iii) is otherwise eligible and entitled to be re-hired for the position under USERRA.

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

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

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

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

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

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

**14.22 DEATH IN IMMEDIATE FAMILY**

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

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

**14.23 JURY LEAVE**

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

**14.24 TEMPORARY EMPLOYEES/LWOP:** Temporary employees may be granted leave without pay, generally less than 16 hours per month, without endangering their job assignment. Such leave without pay shall be scheduled so as to not adversely impact the operations of the department. The Employer agrees to not unreasonably deny leave without pay to temporary employees should they require it for emergencies or pressing personal business.

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

The City will maintain a Union Leave Bank to be managed by the Union. The account will be funded automatically by the City in the amount of one (1) hour of annual leave from every regular union member on the first pay period in July of each year. No deductions will be made in years when the bank balance is in excess of \$10,000.

**ARTICLE 15  
HOLIDAYS**

**15.1 RECOGNIZED CITY HOLIDAYS:** With the exception of 24-hour operation divisions, the following days shall be recognized as holidays with pay for all regular full-time and regular part-time employees who are in pay status the day before and the day following such days:

- New Year’s Day – January 1
- Martin Luther King’s Birthday – Third Monday in January
- President’s Day – Third Monday in February
- Memorial Day – Last Monday in May
- Independence Day – July 4
- Labor Day – First Monday in September

Veteran's Day – November 11  
Thanksgiving Day – Fourth Thursday in November  
Day after Thanksgiving Day – Fourth Friday in November  
Christmas Day – December 25

**15.2 HOLIDAY FALLING ON A REGULARLY SCHEDULED DAY OFF:** When a recognized City holiday falls on a regularly scheduled day off, regular full-time and regular part-time employee shall receive off either, as determined by the City, the work-day immediately preceding or the work-day immediately following the regularly scheduled day off in lieu of the holiday. If the day in lieu of the holiday is worked, pay shall be computed at the holiday rate as defined in Article 19.3.

**15.3 HOLIDAY DURING PERSONAL LEAVE:** A recognized City holiday occurring during an employee's personal leave shall not be counted as a day of personal leave.

**15.4 HOLIDAY BETWEEN TWO DAYS OF LEAVE WITHOUT PAY:** A holiday occurring between two days of leave without pay shall not be paid.

**15.5 FLOATING HOLIDAY LEAVE:** Regular non-24 hour operation employees are entitled to three days per year of holiday leave in addition to recognized City holidays in Section 15.1 It is understood that this leave replaces Lincoln's Birthday, February 12; Seward's Day, the last Monday in March; and Juneteenth National Independence Day, June 19, Regular employees in pay status the day before and the day after those days, who work on those days, are eligible to use holiday leave. This leave may be used as the employee sees fit with the approval of the Department Director, but it does not accrue.

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

**15.6 FLOATING HOLIDAY LEAVE FOR 24-HOUR OPERATION DIVISIONS:** All regular full-time employees working for a division that operates on a consistent 24 hour basis will be credited the hours for these days in two increments. The first will be on January 1st and the second on July 1st. On each of those dates, regular full-time employees will receive a credit of fifty-six (56) hours on January 1st and forty-eight (48) hours on July 1st in their floating holiday bank, totaling thirteen (13) holidays at eight (8) straight time hours per holiday.

New Year's Day – January 1  
Martin Luther King's Birthday- Third Monday in January  
President's Day - Third Monday in February  
Lincoln's Birthday - February 12  
Seward's Day -Last Monday in March  
Memorial Day - Last Monday in May  
Juneteenth National Independence Day – June 19  
Independence Day – July 4  
Labor Day – First Monday in September  
Alaska Day - October 18  
Veteran's Day - November 11

Thanksgiving Day – Fourth Thursday in November  
Christmas Day – December 25

- A. All floating holiday hours must be used by December 31st of each year. Hours not used by this date will be cashed out to the employee in the pay period ending December 31st. This cash out will be based on the employee's rate of pay on December 31st and will not be counted as one of the employee's Personal Leave cash outs. Employees must be employed with the City on December 31st to receive the cash out for unused floating holiday hours.
- B. At a time agreeable to both the employee and the City, the employee may take floating holiday hours as time off with pay on an hour for hour basis.
- C. When an employee is scheduled to work a recognized City holiday, they shall receive the applicable regular rate of pay for those hours, not the overtime rate. Under this amendment, overtime shall be paid to employees working a recognized City holiday only when circumstances necessitate the employee to extend work hours past the scheduled end of the shift, where the additional hours would place the employee in overtime status.

**15.7** New regular full-time employees will be credited with floating holiday hours equal to the number of City recognized 24-hour division floating holidays from the new employee's date of hire until the next regular credit date of January 1st or July 1st. New regular full-time employee will be credited with these hours on their date of hire.

**15.8** Employees who are involuntarily terminated or laid off will be paid for any unused floating holiday hours as cash out, based on their rate of pay on their last day of employment.

## **ARTICLE 16 PAY FOR WORK IN A HIGHER CLASSIFICATION**

The Employer agrees that unless otherwise specified, it will be governed by the schedule of hourly rates and working conditions in dealing with its employees, who come under the provisions of this Agreement.

**16.1 JOB ASSIGNMENT:** The Employer agrees that if an employee is requested by their immediate supervisor to carry out a job[s] in a higher classification position for a minimum of 1 hour or more performing the duties and responsibilities of that position the employee will be paid in that higher classification at the same step of their current classification. Employees who have exceeded the steps will receive a flat rate of 10% increase from their current rate of pay. If an employee is requested by their immediate supervisor to carry out a job[s] that is in a lower rate classification, the employee shall receive his/her regular rate of pay for all such lower work performed.

**16.2 ACTING SUPERVISOR:** Every effort will be made to fill a non-union position with a non-union employee. In the event a vacancy or absence occurs in a Supervisor or Manager position which, in the City's discretion, cannot be left unoccupied or vacant for any but the shortest period of time, the City reserves the right to assign and designate an employee to perform the full duties and functions of the supervisor position as set forth in this Article.

- A. **ACTING ASSIGNMENT:** When in the best interest of the City, the Department Director, or its designee, may assign and designate an employee to perform the full duties and functions of the supervisor position for a minimum of 4 hours and a maximum of 40 hours. The employee will receive a flat wage increase of 10% above the employee's current rate of pay.

- B. **ACTING APPOINTMENT:** Upon recommendation by the Department Director and approval by the City Manager, through the Employer’s internal processes, when a supervisory position is unoccupied, vacant, or the current employee is on extended leave, one (1) employee may be named to fill an Acting Appointment of the Supervisor. Upon such designation by the City Manager, the employee serving as the Acting Appointment shall perform the full duties and responsibilities of the position for a period of 40 hours or more. The employee appointed Acting will receive a flat rate of 10% increase based on the employee’s current rate of pay.

**ARTICLE 17  
CLASSIFICATION AND WAGES**

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

**17.2 CLASSIFICATIONS AND WAGES**

- A. Effective prospectively starting on the first pay period following ratification of this agreement by City Council and Union, the below new wage scale for year 1 will go into effect.
- B. Effective July 1, 2026, the wage scale in effect on June 30, 2025, will be increased by two and three-quarters percent (2.75%) representing a Cost of Living Adjustment.
- C. Effective July 1, 2027, the wage scale in effect on June 30, 2026, will be increased by a further two and three-quarters percent (2.75%) representing a Cost of Living Adjustment.

**CLASSIFICATION OF POSITIONS**

Department-Division	Job Title	Grade
DPU - Electric Line Repair & Maintenance	Utility Lineman	L1
DPU - Electric Line Repair & Maintenance	Senior Utility Lineman	L2
DPU - Electric Production Utility	Power Plant Operator I	H
DPU - Electric Production Utility	Power Plant Operator II	I
DPU - Electric Production Utility	Power Plant Mechanic	I
DPU - Electric Production Utility	Electrical Engineering Technician	J
DPU - Electric Production Utility	Power Plant Supervisor	K
DPU - Solid Waste Utility	Solid Waste Operator I	E
DPU - Solid Waste Utility	Solid Waste Operator II	F
DPU - Solid Waste Utility	Solid Waste Operator (Certified )	G
DPU - Solid Waste Utility	Solid Waste Supervisor	J
DPU - Wastewater Utility	Wastewater OIT	E
DPU - Wastewater Utility	Wastewater Operator I	G
DPU - Wastewater Utility	Wastewater Operator II	H
DPU - Wastewater Utility	Wastewater Operator III	I
DPU - Wastewater Utility	Wastewater Supervisor	K

Department-Division	Job Title	Grade
DPU - Water Utility	Water OIT	E
DPU - Water Utility	Water Operator I	G
DPU - Water Utility	Water Operator II	H
DPU - Water Utility	Water Operator III	I
DPU - Water Utility	Water Supervisor	K
DPW - Administration	Office Specialist	E
DPW - Administration	Payroll Assistant	E
DPW - Administration	Fiscal Analyst	F
DPW - Facilities Maintenance	Maintenance & Groundskeeping Technician	E
DPW - Facilities Maintenance	Building Maintenance Technician	H
DPW - Facilities Maintenance	Facilities Maintenance Supervisor	J
DPW - Receiving & Supply	Inventory Support Specialist I	E
DPW - Receiving & Supply	Inventory Support Specialist II	F
DPW - Receiving & Supply	Inventory Supervisor	H
DPW - Streets & Roads	Light Equipment Operator	E
DPW - Streets & Roads	Medium Equipment Operator	F
DPW - Streets & Roads	Heavy Equipment Operator	G
DPW - Streets & Roads	Roads Supervisor	J
DPW - Vehicle & Equipment Maintenance	Fuel Operator	F
DPW - Vehicle & Equipment Maintenance	Mechanic I	G
DPW - Vehicle & Equipment Maintenance	Mechanic II	I
DPW - Vehicle & Equipment Maintenance	Mechanic Supervisor	K

Hourly Wage Scale Year 1 - July 1, 2025 through June 30, 2026													
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
E	31.89	32.85	33.84	34.86	35.91	36.99	38.10	39.24	40.42	41.63	42.88	44.17	45.50
F	34.15	35.17	36.22	37.31	38.43	39.58	40.77	41.99	43.25	44.55	45.89	47.27	48.69
G	36.53	37.63	38.76	39.92	41.12	42.35	43.62	44.93	46.28	47.67	49.10	50.57	52.09
H	39.09	40.26	41.47	42.71	43.99	45.31	46.67	48.07	49.51	51.00	52.53	54.11	55.73
I	41.83	43.09	44.38	45.71	47.08	48.49	49.94	51.44	52.98	54.57	56.21	57.90	59.64
J	44.76	46.10	47.48	48.90	50.37	51.88	53.44	55.04	56.69	58.39	60.14	61.94	63.80
K	47.88	49.32	50.80	52.32	53.89	55.51	57.18	58.90	60.67	62.49	64.36	66.29	68.28
L1	73.93	76.22	78.58	81.01	83.52	86.10	88.68	91.34	94.08	96.90	99.81	102.80	105.88
L2	81.06	83.57	86.15	88.81	91.56	94.39	97.22	100.14	103.14	106.23	109.42	112.70	116.08

Hourly Wage Scale Year 2 - July 1, 2026 through June 30, 2027 (2.75% COLA)													
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
E	32.77	33.75	34.77	35.82	36.90	38.01	39.15	40.32	41.53	42.77	44.06	45.38	46.75
F	35.09	36.14	37.22	38.34	39.49	40.67	41.89	43.14	44.44	45.78	47.15	48.57	50.03
G	37.53	38.66	39.83	41.02	42.25	43.51	44.82	46.17	47.55	48.98	50.45	51.96	53.52
H	40.16	41.37	42.61	43.88	45.20	46.56	47.95	49.39	50.87	52.40	53.97	55.60	57.26
I	42.98	44.27	45.60	46.97	48.37	49.82	51.31	52.85	54.44	56.07	57.76	59.49	61.28
J	45.99	47.37	48.79	50.24	51.76	53.31	54.91	56.55	58.25	60.00	61.79	63.64	65.55
K	49.20	50.68	52.20	53.76	55.37	57.04	58.75	60.52	62.34	64.21	66.13	68.11	70.16
L1	75.96	78.32	80.74	83.24	85.82	88.47	91.12	93.85	96.67	99.56	102.55	105.63	108.79
L2	83.29	85.87	88.52	91.25	94.08	96.99	99.89	102.89	105.98	109.15	112.43	115.80	119.27

Hourly Wage Scale Year 3 - July 1, 2027 through June 30, 2028 (2.75% COLA)													
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
E	33.67	34.68	35.73	36.81	37.91	39.06	40.23	41.43	42.67	43.95	45.27	46.63	48.04
F	36.05	37.13	38.24	39.39	40.58	41.79	43.04	44.33	45.66	47.04	48.45	49.91	51.41
G	38.56	39.72	40.93	42.15	43.41	44.71	46.05	47.44	48.86	50.33	51.84	53.39	54.99
H	41.26	42.51	43.78	45.09	46.44	47.84	49.27	50.75	52.27	53.84	55.45	57.13	58.83
I	44.16	45.49	46.85	48.26	49.70	51.19	52.72	54.30	55.94	57.61	59.35	61.13	62.97
J	47.25	48.67	50.13	51.62	53.18	54.78	56.42	58.11	59.85	61.65	63.49	65.39	67.35
K	50.55	52.07	53.64	55.24	56.89	58.61	60.37	62.18	64.05	65.98	67.95	69.98	72.09
L1	78.05	80.47	82.96	85.53	88.18	90.90	93.63	96.43	99.33	102.30	105.37	108.53	111.78
L2	85.58	88.23	90.95	93.76	96.67	99.66	102.64	105.72	108.89	112.15	115.52	118.98	122.55

### 17.3 IMPLEMENTATION OF THE ABOVE WAGE SCALE

- A. When the new pay scale above is implemented, employees will receive a one-time lump sum bonus equal to 3% of the employee's base yearly wage on the new scale (and new step), to be paid within 30 calendar days. Exception: Employees placed at or above Step 13, when the initial placement calculation is done below, will receive a one-time lump sum bonus equal to 5% of the employee's base yearly wage on the new scale (and new step, if any).
- B. When the new pay scale above is implemented, employees will be placed at the closest pay step to their June 30, 2025 wage that represents an increase in wage, on the new wage grade. Employees will then immediately advance to the next pay step if eligible under (C) below, or if placed at Step 13 receive the 2% merit wage adjustment.
- C. If the June 30, 2025 wage is beyond Step 13 on the new pay scale above, the employee will keep their current wage. Employees will then immediately receive a 2% merit wage adjustment if eligible under the following language:

**17.4 ADVANCEMENT OF PAY STEPS AND MERIT WAGE ADJUSTMENTS:** On the employee's eligibility date under (C) and (D) below, all eligible employees earning a favorable performance evaluation will receive three percent (3%) step merit increase throughout the duration of this agreement. Employees that exceed step thirteen (13) of the wage matrix will receive a (2%) merit wage adjustment, but will not receive the Cost of Living Adjustment as they are no longer on the salary scale.

- A. Any new employee hired with verifiable job experience in the field for which they have been hired as determined by the Director of Public Works and/or Utilities may be offered a position at no more than Step 6 within the job classification.
- B. An employee who accepts a promotion in a classification one pay grade higher within the bargaining unit permanently shall remain at the current step but acquire the new rate for which they have entered into the new position. If the employee is off step at the time they get promoted they shall receive a 3% pay increase, or step 13 on the new grade, whichever is higher.
- C. During the first year of employment, an employee may be advanced to the next step on July 1<sup>st</sup> following the date of hire only if their date of hire is before April 1<sup>st</sup>. For employees hired between April 1 and June 30, eligibility for a merit increase shall be October 1<sup>st</sup> of that year, and then July 1<sup>st</sup> thereafter.
- D. Successive step movements shall occur on July 1<sup>st</sup> of each year provided the employee has achieved a satisfactory evaluation during the preceding year.
- E. Temporary employees working for the City will remain at the same wage rate in which they were hired for the duration of their current temporary service.

**17.5 EDUCATION INCENTIVE:** The following education incentive pays shall apply to members of this bargaining unit who were first hired into any City government bargaining unit before July 1, 2025:

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

**17.6 WATER CERTIFICATION REQUIREMENTS AND ADVANCEMENT**

- A. A Water Operator in Training (OIT) position is designated for temporary hires, but if a Water Operator I position becomes available, an OIT may be promoted to Water Operator I. If more than one current OIT employee is interested, the Employer shall follow the recruitment process for selection.
- B. A Water Operator I must acquire Level 1 certifications in both Water Treatment and Distribution within twenty (20) months of hire. Management may grant an extension when necessary.
- C. A Water Operator I will be advanced to the next pay grade for Water Operator II upon the successful completion of the appropriate certification level in both Treatment and Distribution as listed below.
- D. A Water Operator II will be advanced to the next pay grade for Water Operator III upon the successful completion of the appropriate certification level in both Treatment and Distribution as listed below.

Position	Alaska Certification Required	
	<i>Treatment</i>	<i>Distribution</i>
Water Operator in Training	OIT	OIT
Water Operator I	Level 1	Level 1
Water Operator II	Level 2	Level 2
Water Operator III	Level 2	Level 3
Water Supervisor	Level 2	Level 3

Should State or Federal regulations change the City's status and the corresponding certificate requirements, then the City reserves the right to change the certification requirements for the various levels in the Water Operator classifications.

**17.7 WASTEWATER CERTIFICATION REQUIREMENTS AND ADVANCEMENT**

- A. A Wastewater Operator in Training (OIT) position is designated for temporary hires, but if a Wastewater Operator I position becomes available, an OIT may be promoted to Wastewater Operator I. If more than one current OIT employee is interested, the Employer shall follow the recruitment process for selection.
- B. A Wastewater Operator I must acquire Level 1 certifications in both Wastewater Treatment and Collection within twenty (20) months of hire. Management may grant an extension when necessary.
- C. A Wastewater Operator I will be advanced to the next pay grade for Wastewater Operator II upon the successful completion of the appropriate certification level in both Treatment and Collection as listed below.
- D. A Wastewater Operator II will be advanced to the next pay grade for Wastewater Operator III upon the successful completion of the appropriate certification level in both Treatment and Collection as listed below.

Position	Alaska Certification Required	
	<i>Treatment</i>	<i>Collection</i>
Wastewater Operator in Training	OIT	OIT
Wastewater Operator I	Level 1	Level 1
Wastewater Operator II	Level 2	Level 2
Wastewater Operator III	Level 3	Level 2
Wastewater Supervisor	Level 3	Level 2

- E. Should State or Federal regulations change the City's status and the corresponding certificate requirements, then the City reserves the right to change the certification requirements for the various levels in the Wastewater Operator classifications.

**17.8 LINEMAN APPRENTICESHIP:** Lineman Apprentices must timely complete all requirements established in the approved Lineman Apprenticeship Standards set for by the Department of Labor. The length of the apprenticeship program is 8,000 hours (approximately 4 years) of on-the-job training and specialized course work as defined in the Lineman Apprenticeship Standards.

**17.9 DEFINITIONS**

- A. **DPW/DPU are comprised of the following divisions:**

- Administration
- Streets & Roads Supply
- Vehicle & Equipment Maintenance
- Facilities Repair & Maintenance
- Power Distribution

Power Generation  
Water  
Wastewater  
Landfill

**B. Heavy Equipment**

Dozers - 30,000 pounds and larger (Cat D6) Loaders - Over 4 cubic yards, Trucks, Off Road - 20 yards and larger Scrapers - All Road Graders - All Crushers - All Excavators - One yard and larger, 30,000 pounds or over (Cat 2 I5) Tractor and Semi, End Dump/Belly Dump, Semi-Tractor and Low Boy Semi-Tractor, and Fuel Trailer, Jet Vector Truck (Wastewater, Landfill, and Roads), Baler

**C. Medium Equipment**

Dump Trucks - Up to 14 Yards, Struck Dump Trucks - With Pup, Snow Blowers Loaders - 4 Yards and Smaller (Excluding All Backhoe/Loader) Backhoes - 5/8 to 1 CY (track mntd. or rubber tired), Rock Drill - up to 4 inches Dozers -All up to 30,000 lbs. Water Truck, Landfill Crane

**D. Light Equipment**

Pickups - When working with attachments - including but not limited to: snow plows, sanders, etc., Compactors - All, including self-propelled, Snow Track Light Truck - One 2 ½ ton flatbeds, service truck, Loader- Case 350 and smaller, Light Duty Excavators - i.e. ditch witch, all models

**ARTICLE 18  
SAFETY**

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

**18.2 SAFETY MEETINGS:** A safety and First Aid Program as required by the State Safety Code shall be instituted and regular safety meeting for each department shall be held once each month during working hours, without loss of pay to the employee. The Union’s representative shall be given the opportunity to address safety and first aid issues at regular Department meetings.

**18.3 EMPLOYEES PROTECTED:** The purpose of the City’s safety program is to protect the lives and property of its residents and to provide a safe work environment for its employees with minimal property damage, accidents, injuries and illness. The union and employer agree to cooperate in all safety issues. All employees shall be provided with a safe and healthy workplace, free of hazards likely to cause serious injury or death adhering to the standards of Occupational Safety and Health Act (OSHA). Employees are responsible for genuine cooperation with all aspects of the safety program, including compliance with all rules and regulations and for continuously practicing safety while performing their duties.

The Employer shall make reasonable provisions to ensure that workplaces are free from abusive/intrusive elements and health hazards. No employees shall be subject to any requirements to perform unsafe and/or illegal work, or be directed to do so by another employee of the City of Unalaska. The Employer agrees to

protect from retaliation, in any form, any employee who comes forward with information about having been directed to perform illegal or unsafe work. The parties agree that this is a joint responsibility.

## **ARTICLE 19 WORKING RULES**

**19.1 NORMAL WORKWEEK:** The regular working hours shall consist of a five (5) consecutive day workweek, eight (8) hours a day, forty (40) hours a week. The standard workday shall consist of the period from midnight to midnight. The standard workweek shall consist of the period from midnight Sunday to the following midnight Sunday, except that those working in the Solid Waste Division and Groundkeeper positions recognize the work week period from midnight Monday to the following midnight Monday. Unless otherwise provided, the decision to establish working hours and to assign personnel to schedules is a right of the Employer.

It is understood and agreed that the need for non-standard shifts may exist. If any such shifts are required, they shall be approved in writing after first being mutually agreed to by both the Union and the Employer.

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

**19.3 OVERTIME:** All work performed after eight (8) hours per day or forty (40) hours per workweek shall be at time and a half. The seventh day of the workweek will be paid at double time once the 40-hour workweek requirement has been met. If an employee is compensated for a City holiday or for personal leave hours taken during the regular City work week, those hours of compensation for time not worked shall not count as "hours worked" within the meaning of this provision. All overtime must be approved by the supervisor and the Director prior to its performance.

### **Policy: Overtime Rotation in the Roads Division and Vehicle Maintenance Division:**

- A. Management will ensure the opportunity for overtime is distributed equitably among qualified bargaining unit employees.
- B. Overtime shall initially be offered on a rotating basis in order of seniority by classification at each work unit.
- C. Undesired overtime shall be assigned on a rotating basis in inverse order of seniority by classification in each work unit.
- D. Crew integrity: Where necessary to maintain crew integrity, overtime shall initially be offered on a rotating basis to qualified employees within each crew, in order of seniority, or based on who was engaged with the task at hand.
- E. Management shall determine if an employee is qualified.
- F. Management is afforded reasonable judgment in working the overtime lists, so long as the lists are followed in good faith. Management and the Union will discuss overtime opportunities for those affected in the event of a violation of this section.

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

**19.5 DAYS OFF:** Whenever possible, employees shall have two (2) consecutive days off. It is mutually agreed that this language means that if there is a legitimate need for the services of an employee, the City may require the employee to work on a Saturday or Sunday or an employee's sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day in the workweek. In such cases, overtime rules apply as outlined in Article 19.3 of this agreement.

**19.6 STANDBY TIME:** When employees are required to stand by because of temporary breakdown or shortage of materials, temporary weather conditions, or for any other cause beyond their control, no time shall be deducted from this period and the finishing time or shift shall not be extended to make up the lost time, unless the time is paid at the overtime rate of pay.

**19.7 ON CALL TIME:** An employee who, during their off-time, is ordered by the department director or designee to be available by phone because of an issue that may require the employee to be available for a response, will be paid at a rate of one hour of pay at their regular hourly rate per day on call. A partial day counts as a day, as does a period of up to 24 hours. For example, an employee on call from Monday at 6:00 am to the following Monday at 6:00 am would receive seven hours of pay solely for being on call.

For the avoidance of doubt, an employee is not "on call" simply because he has or carries a city cell phone during his off-time. Only the director or designee can order and approve on-call time. Employees will not be held liable or subject to disciplinary action if a city-provided cell phone is accidentally damaged or lost.

**19.8 REPORTING TIME:** Employees required to report to work and not put to work shall receive four (4) hours pay at their regular straight time rate. Employees shall be notified two (2) hours prior to the end of a shift if they are required to work past their regular shift, unless an emergency arises.

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

**19.10 BREAKS:** Members are allowed one paid break period not to exceed fifteen (15) minutes during the first half of their shift and one paid break period not to exceed fifteen (15) minutes during the second half of their shift. Breaks are not allowed to be scheduled to extend the lunch break. The break period shall be taken in a manner which does not extend the break period or interrupt the flow of work.

**19.11 SHIFT DIFFERENTIAL:** Shift differential shall be paid as follows: Swing Shift - 5% over day shift; Graveyard shift - 10% over day shift. The swing shift shall be paid to all employees who start an initial swing shift after 4:00 p.m., and shift differential for the graveyard shift shall be paid to all employees who start an initial graveyard shift after 12:00 midnight. Shift differential does not apply to hours worked after 4:00 p.m. and 12:00 midnight, respectively, if the shift began before those hours. The first shift begins at 8:00 a.m. and no shift differential shall be paid for that shift. Shift differential shall not apply during leave or holiday status.

**19.12 WORKING FOREMEN:** Working foremen will work with tools or machinery as necessary in the performance of their duties.

**19.13 STARTING TIME:** One regular starting time shall be established for each shift and shall not be changed by more than ninety minutes except by mutual agreement between the Union and Employer. When a shift is started, no less than half a shift shall be allowed. Eight (8) hours shall constitute a shift. All work that is authorized in advance by the Department Director performed before the agreed upon starting time or after the agreed upon quitting time will be paid for at the applicable overtime rate. The Employer

shall not require an employee to take time off from his regularly scheduled shift to avoid payment of overtime, regardless of the day of the week.

**19.14 CALL OUT:** Employees who are called back to work after the regular shift or prior to their regular work schedule shall be compensated at the overtime rate for the actual time worked, except that a minimum of two (2) hours at the overtime rate shall be paid in such instances. Employees are permitted to leave after the completion of the job, but if called back at any time within the two (2) hours, the employee is required to report to work without additional call-out compensation. This shall not constitute on-call time. Paid time shall start at the point of accepting the call out. The two (2) hour call out minimum shall start at the time of receiving the call. Response time will be thirty (30) minutes to report to their department from the time of the call.

**19.15 SHOP STEWARD:** The Employer recognizes and will deal with the Shop Stewards in all matters relating to grievances or other recognized Union business. The Shop Stewards shall not be laid off without prior knowledge and approval of the Union. On a single shift basis, the Shop Stewards will be on duty at all times unless agreed to by the Shop Steward and the Department Director. The Shop Steward duties shall not interrupt employees performing their work. The Shop Steward shall notify and obtain permission from the employee's Director before contacting said employee during work hours. The Employer shall be notified in writing as to which employees will act as Shop Stewards immediately after their designation. The shop steward shall appoint an acting shop steward during periods of prolonged absence.

**19.16 TOOL REIMBURSEMENT:** The Employer recognizes the personal investment that the employees in the Division of Vehicle & Equipment Maintenance and Facilities Repair & Maintenance (excluding groundskeepers), and mechanics at the Powerplant, have made towards hand and/or air tools which are required to perform their job on City equipment effectively and efficiently. The Employer identifies that the positions defined in this Article in this agreement may be required to upgrade their job-related tool selection to meet the increasing needs of Health and Safety. Positions named in this agreement, as determined by the City Manager and the Department Director, shall receive reimbursement up to \$3,000 per fiscal year (July 1- June 30) for the acquisition of new tools or the replacement of old tools, upon proof of purchase of necessary job-related tools. This will be paid following the Employers' normal pay cycle in a separate, non-taxable reimbursement check. Tools that are broken or damaged in the course of employment will be replaced or reimbursed by the Employer upon the presentation of satisfactory evidence of performing city work.

## **ARTICLE 20 MISCELLANEOUS PROVISIONS**

**20.1 GIFTS AND GRATUITIES:** It shall be the responsibility of each employee to remain free from indebtedness or favors which would tend to create a conflict of interest between personal and official interests, or which might reasonably be interpreted as affecting the impartiality of the individual employee. If an employee is tendered or offered a gift or gratuity which would, in the eyes of the public or in the eyes of public officials, be construed to be an attempt to bribe, influence, or to encourage special consideration with respect to City operations, such offer shall be reported without delay to the employee's immediate superior who in turn will inform the Department Director. If there should be any doubt whether a gift or gratuity is of such significance as to create undue influence upon the employee, the matter shall be reported to the Department Director. If any employee knowingly accepts any gift or gratuity that creates the appearance of undue influence, or that results in special considerations benefiting the giver, then that employee may be disciplined and/or dismissed from the City service as determined by the City Manager.

**20.2 EMPLOYMENT OF FAMILY MEMBERS:**

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

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

- A. The employee must be appointed to a position for which the City Manager certifies prior to hire and in writing that such an expenditure is necessary to recruit a qualified employee.
- B. The maximum lump sum payment for an employee shall be up to \$7,000, plus airfare for the employee and one family member.
- C. If an employee should voluntarily terminate employment with the City or be terminated for cause before completing twelve (12) months of continuous service shall be required to reimburse, the full amount of the lump sum payment.

**20.4 APPRENTICESHIP-TRAINING-RETRAINING:** It is agreed the Employer shall contribute a sum of twenty-five (25) cents for each compensable man-hour of Operating Engineers, including supervisory employees when covered by this Agreement, employed by the Employer in work contained in the terms of this Agreement. Said contributions shall be made, on or before the fifteenth day of the month following the month in which the hours were worked, to the Local 302, Operating Engineers/Employers Training Fund in the manner as set forth, in the Trust Agreement of the said Trust Fund. The details of the Training Plan established by this Trust Fund shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representatives from the Union and the Chapters of the Associated General Contractors of America, Inc., who are signatory to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union and each Trustee appointed by the Employers shall be a member of an affiliated firm of the Chapter or a regular paid employee of the Chapter of the Associated General Contractors of America, Inc.

**20.5** The parties agree it is in their mutual interest that employees be trained in the operation of equipment covered by this agreement. Therefore, in the furtherance of this objective, the parties are signatory to a Trust Agreement in existence by and between the Associated General Contractors of Alaska, and Local 302 of the I.U.O.E.

**20.6** The parties further agree to maintain a formal Apprenticeship plan for the training of Operating Engineers for the State of Alaska. The parties of this Agreement agree to participate in and support the Apprenticeship plan and to abide by its local rules and requirements governing the selection, manning, qualifications, education and training of all apprentices, insofar as said rules and requirements conform to the National Apprentice and Training Standards for the trade of Operating Engineers and to all applicable laws. Where conditions permit, the Employer may utilize apprenticeship ratios of up to one apprentice for every five journeymen; however, the requirements of the approved plan are applied.

**20.7** It is understood that the Union and Employer Associations are principal parties to the Trust Agreement and, therefore, shall be furnished full information on the actions of the Trustees and the operations of the Trusts.

**20.8 TRAVEL ALLOWANCE:** Upon completion of twelve (12) months of continuous service and on the employee's anniversary date thereafter, each regular full-time employee shall receive a travel allowance in the amount of \$2,500, less applicable withholdings. Upon completion of 12 consecutive months of continuous service and on the employee's anniversary date thereafter, each regular part-time employee shall receive a travel allowance in the amount of \$1,000, less applicable withholdings. Only regular full and part-time employees are eligible for this bonus. The travel allowance is included with the paycheck following the employee's anniversary date.

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

## **ARTICLE 21 HEALTH AND LIFE INSURANCE BENEFITS**

All regular full-time employees and their eligible dependents shall be eligible to participate in the City's Group Health Insurance Plan subject to insurability requirements at no cost until a renegotiation of this Article is requested and agreed to.

All regular part-time employees of the City hired in positions budgeted for at least 20 hours per week but less than 40 hours per week subject to insurability requirements may, at the employees' option, be covered by the group policy but shall pay one-half of the monthly premiums for said coverage.

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

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

## **ARTICLE 22 RETIREMENT PLAN**

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

## **ARTICLE 23 ACCESS TO CITY PROPERTIES**

The Union shall have as its representative a business agent who shall be authorized to speak for the Union in all matters covered by this Agreement and shall be permitted to visit any work area of employees subject

to this agreement, provided that such visits do not interfere with the performance of work. A twelve (12) hour notice will be given to the area Director before such visits.

#### **ARTICLE 24 MAINTENANCE OF PRIVILEGES**

All 302 Union represented employees shall maintain all privileges in this contract.

#### **ARTICLE 25 SEPARABILITY AND SAVING CLAUSE**

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

#### **ARTICLE 26 HEIRS AND ASSIGNS**

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

#### **ARTICLE 27 PRODUCTIVITY**

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

**27.2 PERFORMANCE EVALUATIONS:** It is agreed by the parties that evaluations of performance are one necessary tool in the efforts of both employer and employees in increasing productivity. The employer shall have the right to conduct performance evaluations of all employees covered under this agreement. It is understood that performance evaluations are a valuable tool in enhancing learning by employees. The employer will conduct Performance Evaluations on each employee at least annually and more often if deemed necessary. All Employees must receive an overall satisfactory evaluation to receive the scheduled wage increase. In the event of a less than satisfactory evaluation, a re-evaluation shall be performed within 3 months. Upon completion of a satisfactory evaluation the employee shall receive the scheduled wage increase retroactively. Evaluations shall be distributed and completed during April prior to the fiscal year end.

**ARTICLE 28  
TERM OF AGREEMENT**

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

**27.2** This Agreement is effective from July 1, 2025 through June 30, 2028. Either party may open the Agreement by written notice given by certified or registered mail at least sixty (60) days but not more than one hundred fifty (150) days prior to expiration.

**27.3** This Agreement is executed this \_\_\_\_ day of \_\_\_\_\_, 2025, by the duly authorized agents and representatives of the parties hereto. No previous written or oral agreements shall apply after the signing of this Agreement.

**IN WITNESS WEHEREOF**, the parties hereto have set their hand and seals on this \_\_\_\_ day of \_\_\_\_\_ 2025.

CITY OF UNALASKA

INTERNATIONAL UNION OF  
OPERATING ENGINEERS

\_\_\_\_\_  
William Homka

\_\_\_\_\_  
William T. Sims