

City of Unalaska
UNALASKA CITY COUNCIL

P. O. Box 610 • Unalaska, Alaska 99685
(907) 581-1251 • www.ci.unalaska.ak.us

Regular Meeting
Tuesday, July 23, 2019
6:00 p.m.

Unalaska City Hall
Council Chambers
43 Raven Way

Frank Kelty, Mayor

Council Members
James Fitch
Roger Rowland
David Gregory

Council Members
Dennis Robinson
Alejandro Tungul
Shari Coleman

AGENDA

-
1. Call to order
 2. Appoint Mayor Pro Tem
 3. Roll call
 4. Pledge of allegiance
 5. Recognition of visitors
 6. Adoption of agenda
 7. Awards / Presentations
 - a. Employee Anniversaries
 - i. Martin Diaz - 10 years
 - ii. JR Pearson - 15 years
 8. Approve minutes of previous meetings
 - a. July 9, 2019 Regular Meeting
 - b. July 11, 2019 Special Meeting
 9. City Manager Report
 10. Community Input / Announcements
 11. Public testimony on agenda items
 12. Work session
 - a. Discussion regarding proposed changes to Title 3 - Personnel
 13. Regular agenda
 - a. Resolution 2019-38: Authorizing the City Manager to enter into an agreement with Henning Construction Company to perform the Henry Swanson House Rehabilitation Project for \$85,000
 - b. Resolution 2019-44: Authorizing the write-off of various accounts receivable
 - c. Approve Mayor and Council Travel to Washington DC
 14. Executive Session:
 - a. Discuss legal matters and receive advice from the City Attorney regarding pending litigation
 15. Council Directives to City Manager
 16. Community Input / Announcements
 17. Adjournment

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Regular Meeting
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Unalaska City Hall
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43 Raven Way

Frank Kelty, Mayor

Council Members
James Fitch
Roger Rowland
David Gregory

Council Members
Dennis Robinson
Alejandro Tungul
Shari Coleman

MINUTES

-
1. Call to order
Mayor Kelty called the Regular Meeting of the Unalaska City Council to order at 6:04pm, in the Unalaska City council chambers.
 2. Roll call

Present:
Frank Kelty, Mayor
Dennis Robinson, Vice Mayor
James Fitch
Alejandro Tungul
David Gregory
Shari Coleman

Absent:
Roger Rowland (Excused)
 3. Pledge of Allegiance
Mayor Kelty led the Pledge of Allegiance
 4. Recognition of visitors
 - a. Sgt. Simms introduced Officer Daniel Flores to Mayor and Council
 - b. Jen Martin and Andy Mitzel, U.S. Army Corp of Engineers, Alaska District, Regulatory Division Representatives
 5. Adoption of agenda
Coleman made a motion to adopt the agenda; Fitch seconded.
No objection. Motion passed by consensus.
 6. Approve minutes of June 25, 2019 meeting
Fitch made a motion to approve minutes of June 25, 2019 meeting; Coleman seconded.
No objection. Motion passed by consensus.
 7. Reports: City Manager reported and answered Council questions.
 8. Community Input / Announcements
 - Municipal Election – October 1, 2019
 - 2 Council Seats and Mayor Seat up for election
 - 2 School Board Seats up for election
 - September 1, 2019 voter registration deadline
 - Declaration of Candidacy period is July 18 – August 19, 2019

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- Mayor acknowledged:
 - PCR for the 4th of July activities
 - Ballyhoo Lions – Duck Race
 - Coast Guard
- PCR
 - Ballyhoo Run
 - Library Miniature Golf
- Qawalangin Tribe – 4th of July activities at Tutiakoff Field
- Abi Woodbridge – Eagle activity near her home
- Council Members commented on travel schedules

9. Public testimony on agenda items – None.

10. Work session

Robinson made a motion to adjourn into Work Session; Fitch seconded.
No objection. Motion passed by consensus.

- a. Andy Mitzel and Jen Martin, U.S. Army Corps of Engineers Regulatory Division gave a presentation about the activities of their division and answered Council and community questions.
- b. Tobacco Tax: Erin Reinders led the discussion on local tax increase on tobacco products and answered council questions. Conclusion: additional research requested on tobacco excise tax, inclusion of vaping, increased sales tax for alcohol and marijuana, cost and ramifications of implementation and potential dedication of revenue to a particular cause or entity. City Manager will gather more information.

Public Comment: Abi Woodbridge suggested funds be directed to youth anti-tobacco education program.

11. Regular agenda

Coleman made a motion to reconvene to Regular Session; Fitch seconded.
No objection. Motion passed by consensus.

a. New Business

- i. Resolution 2019-41: Authorizing funding for a portion of the cost to conduct aerial salmon surveys during 2019 by Aleutian Aerial, LLC, in the amount of \$5,200

Public Comment given by Abi Woodbridge.

Robinson made a motion to adopt resolution 2019-41; Coleman seconded.

Roll Call Vote: Fitch – yes; Coleman – yes; Robinson – yes; Tungul – yes; Gregory – yes.

Motion passed 5-0.

- ii. Resolution 2019-42: Authorizing the City Manager to enter into an Easement Agreement with Bidar Corporation for the purpose of locating the Marineways – Unisea Storm Water Separator

Fitch made a motion to adopt Resolution 2019-42; Coleman seconded.

Council Member Robinson stated he is the President of Bidar Corporation and requested a ruling from the Chairman regarding a conflict of interest voting on this matter. Chair ruled a conflict does not exist and Council Member Robinson may vote on this matter.

Roll Call Vote: Coleman – yes; Robinson – yes; Tungul – yes; Gregory – yes; Fitch – yes.

Motion passed 5-0.

- iii. Resolution 2019-43: Authorizing a waiver to Hida Kudrin for failure to file a timely application for the Senior Citizen Property Tax Exemption

Fitch made a motion to adopt resolution 2019-43; Robinson seconded.

Roll Call Vote: Robinson – yes; Tungul – yes; Gregory – yes; Fitch – yes; Coleman – no.

Motion passed 4-0.

12. Council Directives to City Manager

Council Member Fitch directed City Manager to work with staff to secure Power Sales Agreements. Council Member Coleman cited point of order because the directive to City Manager required action on an item that was not on the agenda. City Manager will provide Council with an update on Power Sales Agreement. Mayor Kelty requested procedural clarification regarding Council directives to City Manager.

13. Community Input / Announcements

Community Member requested information regarding recent power outages. Dan Winters, Department of Public Utilities, provided information and answered questions.

14. Adjournment

Coleman made a motion to adjourn; Fitch seconded.
No objections. Motion passed by consensus.

The meeting adjourned at 7:53 pm.

Marjie Veeder
City Clerk

rfw

City of Unalaska
UNALASKA CITY COUNCIL

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SPECIAL MEETING
Thursday, July 11, 2019
5:00 p.m.

Unalaska City Hall
Council Chambers
43 Raven Way

Frank Kelty, Mayor

Council Members
James Fitch
Roger Rowland
David Gregory

MINUTES

Council Members
Dennis Robinson
Alejandro Tungul
Shari Coleman

-
1. Call to order. The Mayor called the meeting to order at 5:00 p.m.
 2. Roll call. The Clerk called the Roll:

Present:
Coleman
Fitch
Gregory
Kelty
Robinson

Absent:
Rowland
Tungul

3. Adoption of agenda. Robinson made a motion to adopt the agenda; second by Coleman; no objection.
4. Executive Session. Fitch made a motion to go into Executive Session to discuss legal and financial matters which, if immediately disclosed, would tend to adversely affect the finances and legal position of the city. Second by Robinson. No Objection.
5. Council came out of Executive Session at 5:30 p.m.
6. Adjournment. Fitch made a motion to adjourn; second by Robinson. No objection.

Adjourned at 5:30 p.m.

Marjie Veeder
City Clerk

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Erin Reinders, City Manager
Date: July 23, 2019
Re: City Manager Report

POWER COST EQUALIZATION (PCE): At the time of writing this memo, there appears to be general support of PCE payments for FY20. However, funding for the program has not been secured and a traditional reverse sweep has not occurred. Potential funding alternatives include a traditional reverse sweep or the general fund. This is part of a continuing discussion on the state level. If no action is taken, the annual financial impact to the City and residential customers totals an estimated \$700,000.

FRAUDULENT FINANCIAL INCIDENT: The City of Unalaska issued a press release on Friday, July 12, 2019, about this incident. I have responded to questions from the media in such a way as to not impact the investigation. The FBI continues its investigation into the incident.

FIREWORKS: As a reminder, \$41,800 is budgeted in FY20 for fireworks and the total cost for the Independence Day show will be roughly \$36,000. In August, Council needs to decide if this will be the only show of the year or move forward with a budget amendment for a potential New Year's Eve show.

EXECUTIVE LEVEL SEARCHES: Current executive level vacancies include the Finance Director and Police Chief. The Finance Director closing date for initial review of applicants is July 22, 2019. At the time of writing this memo, a Police Chief Candidate is on island for an on-site interview.

CRUISE SHIP & CITY DOCK SCHEDULING: This is a busy year for cruise ships visiting Unalaska. The Ports Department continues to do their best to provide service and dock space to all customers, and use every available inch to do so. Under the Tariff and Dock Use Agreements, we cannot confirm cruise ships mooring requests. Although we tentatively schedule cruise ship space in advance, this is always subject to cargo operations and other contractual agreements. One such contractual agreement is with the Coast Guard.

DRAINAGE: the Department of Public Works is cleaning ditches, along roadsides and behind sidewalks in various parts of town to help ensure proper drainage. The City plans to reseed the bare ground.

HEART OF THE ALEUTIANS (HOA) FESTIVAL: The HOA Festival will be August 17, 2019 along West Broadway Avenue. Multiple departments are working together to ensure a safe and enjoyable festival.

GENERALS HILL WATER BOOSTER STATION PROJECT: Staff is beginning the property acquisition process for land on which to construct the project. The City received the appraisal of the Warren property (264 Eagle Drive) on May 22, 2019 and the appraisal of the Darsney property (312 Eagle Drive) on July 10, 2019. The preferred site for the booster station straddles both properties along the common property line.

DIRECTIVES TO CITY MANAGER: The following identifies outstanding Directives to the City Manager:

- Options for Increased Tobacco Tax (11/27/18): Council discussed this issue in detail at the July 9, 2019 Council Meeting. This discussion will continue at a future Council meeting. This discussion will include additional information on Tobacco Excise Tax, a combination Tobacco Excise Tax with increased sales tax on alcohol and marijuana, fund dedication options, and potential tax rates.
- Sentencing with Local Monitoring (11/27/18): I will discuss this with Interim Chief Lucking in the coming weeks.
- Fiscal Sustainability Plan and Policy (5/14/19): I will discuss this with Interim Finance Director, Jim Sharp, when he returns.

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Erin Reinders, City Manager
Date: July 23, 2019
Re: DRAFT Title 3 Proposed Updates

SUMMARY: Title 3 is the City of Unalaska's personnel ordinance. The last update to Title 3 was to the Pay Matrix in 2013. The attached draft and this memo are for discussion purposes. We will review additional refinements in a future work session. No formal action tonight is requested tonight.

PREVIOUS COUNCIL ACTION: Staff briefed Council on this topic in May 2019. In 2013, the City commissioned a comprehensive Compensation and Benefits Analysis, the result of which was an update of the classification and pay plans and Council amended Title 3 by ordinance.

BACKGROUND: Title 3 is the City of Unalaska's personnel ordinance. Title 3 compliments the Collective Bargaining Units (CBAs) for most employees, but this is the only governing document regarding personnel matters for employees not represented by a Collective Bargaining Unit or Union.

Unalaska Municipal Code § 3.40.020 states that the City Manager shall periodically, but not less often than every four years, review the pay plan, and make a report to City Council with a recommendation regarding the necessary changes to keep the pay plan current. This review will be done in coordination with these Title 3 updates.

Unalaska Municipal Code § 3.16.040 states that a review of the classification plan shall be done at least every seven years. This will be presented to Council in the future as a separate project.

DISCUSSION: The work of City employees affects the level of service provided to the community. Each employee is a valuable member of the team, and helps create a high quality of life for those who live, work in or visit Unalaska. The goal of City Administration is to help with the recruitment and retention of qualified and dedicated team members. Additionally, it is our goal to provide for a safe, positive, and equitable working environment for all our employees. We recognize that we are expected to be good stewards of tax payer dollars and, in doing so, we will continue to explore sustainable solutions that have lasting impact and are beneficial to both community members and employees.

With all this in mind, we present you with a draft of proposed updates to Title 3 (attached). Please note that this is still very much in draft form and that edits are ongoing. Substantive changes made to this draft will be highlighted at the next Council Work Session. For discussion purposes, the proposed updates to Title 3 can be broken up into four main categories. These categories and primary examples are outlined below.

- **Standardization & Clarifications**
 - Clarification of Acting Appointment - 10% increase from base for supervisory roles
 - Clarification of Temporary/Seasonal - budgeted positions following standard recruitment process
 - Clarification of Emergency Appointments - fill in for extended absences
 - Definitions of Part-time (FTE of .50 or more) and Less-than Part-time Appointments (FTE of .49 or less)
 - General Edits - grammatical corrections, gender-neutral wording, phrasing improvements, deletion of outdated references, etc.
 - City Attorney recommendations - found throughout document, phrasing improvements, updated for insurance requirements, addressing new legal references

- **Expanded and New Sections**
 - Military Leave - expanded section with more detail in keeping with Federal Law
 - Safety Program - new section, outlines roles and responsibilities, formalizes Safety Committee
 - Employee Development Program - expanded section, in keeping with current practice
 - Harassment - updated, in keeping with current practice and law

- **Pay Plans**
 - Adjustments to the wage scale - 4.5% increase of entire range, to account for cost of living increases since 2014 based on CPI. *Note: this is not yet included in the Pay Range Matrix in 3.40.040*
 - Related proposed action - 4.5% cost of living adjustment to base pay for all Title 3 employees. This will be separate from the Title 3 Ordinance.
 - Review Cycle - change from 4 year to 3 year cycle to be more consistent with Collective Bargaining Units (change from 7 year to 3 year cycle for Classification Plan Review)

- **Benefit Refinements**
 - Floating Holidays - automatic cash out of Holiday Pay for floating holidays at end of year
 - Insurance - no insurance for less than part time employees, not allowed by insurance company
 - Moving Allowance - increase from \$4,000 to \$5,000, lump sum rather than reimbursement, consistent with several Collective Bargaining Units, available to executive employees
 - Travel Benefit Adjustment - increase of travel benefit from \$1,500 to \$2,000, half that for part time employees, none for less than part time employees
 - Bereavement Leave - Increase from 5 to 7 days of bereavement days, consistent with several Collective Bargaining Units.

The anticipated schedule is listed below. Council may determine that additional work sessions are beneficial.

- **July 23** – Work session – Introduction and Overview
- **August 13** – Work session – Follow up and Updates
- **August 27** – First Reading of Ordinance for Title 3
- **September 10** – Second Reading and Public Hearing of Title 3

ALTERNATIVES: This is presented for information purposes. Staff is open to guidance, questions and feedback now and at follow up work sessions.

FINANCIAL IMPLICATIONS: Financial implications will be determined after wages and other monetary benefits are corroborated; will be subject to the final language; and ultimately require Council approval.

LEGAL: Staff consulted the City Attorney on this issue.

STAFF RECOMMENDATION: No recommendation at this time; no action is required.

PROPOSED MOTION: No action is required.

ATTACHMENTS: DRAFT Title 3 proposed changes

CHAPTER 3.04: GENERAL PROVISIONS

Section

- 3.04.010 Definitions
- 3.04.020 Authority
- 3.04.030 Purpose
- 3.04.040 Scope
- 3.04.050 Police Standards Act
- 3.04.060 Amendments
- 3.04.070 City Council responsibility and authority
- 3.04.080 City Manager responsibility and authority
- 3.04.090 Personnel records

§ 3.04.010 DEFINITIONS.

In this title, unless otherwise provided for or the context otherwise requires:

(A) "Appointment" means the hiring of a new employee, the rehiring of a former employee or the promotion of an existing employee.

(B) "Acting appointment" means the appointment of an existing and qualified employee required to serve temporarily in and accept responsibility for work in an unoccupied or vacant higher level position, in addition to their current position, which, from the standpoint of the city's business, cannot be left unoccupied or vacant for any but the shortest period of time, no qualified applicant is available for its filling, announcement of the position is delayed, current employee is on extended leave, or for some other reason it is not feasible to make a regular appointment.

(C) "Anniversary Date" means the annual anniversary of the date of hire.

(D) "Anniversary Year" means the 364 days immediately following the date of hire and, thereafter, the 364 days immediately following subsequent anniversary dates.

(E) "Break in Service" means any period of absence of an employee from work as a result of resignation, retirement, termination, suspension (with or without pay), layoff, or leave without pay for 30 consecutive calendar days.

(F) "Class" means a group of positions sufficiently similar as to duties performed, scope of discretion and responsibility, minimum requirements of training, experience or skill, and such other characteristics that the same title, the same test of fitness and the same range of compensation apply to each position in the group.

(G) "Classification" means the process of obtaining adequate position descriptions, gathering necessary additional information, making comparison with other position descriptions and with class specifications, and finally, of taking official action by allocating a position to a particular class and of assigning a pay range.

(H) "Classification plan" means the orderly arrangement into classes of all positions in the city service.

(I) "Classified service" shall be comprised of all positions except those positions filled by persons who serve at the discretion of the City Manager or the City Council.

(J) "Demotion" means the change of an employee from a position in one class to a position in another class with a lower pay range.

(K) "Emergency" means a critical situation over which neither the employee nor the city has control.

(L) "Emergency Appointment" means an appointment, typically not to exceed 30 calendar days, which may be authorized by the City Manager, ~~or his/her~~ designee, without recourse to usual certification procedures. Emergency appointments are for unoccupied positions which, from the standpoint of the city's business, cannot be left unoccupied for any but the shortest period of time, usually when the current employee filling the position is on extended leave.

(M) "Employee" means any person in the employ of the city who is subject to this Personnel Ordinance and whose activities are directed by the city.

(N) "Employee with regular status" means an employee who has successfully completed the probationary period for their position.

(O) "Executive position" means a full-time or part-time position which involves principal responsibility for carrying out policies and programs, including, but not limited to the following:

- (1) City Manager;
- (2) Assistant City Manager;
- (3) All department directors;
- (4) City Clerk;

(5) Chief of Police;

(6) Fire Chief.

(P) "Executive employee" means an employee appointed to an executive position regardless of status and nature of appointment.

(Q) "Family members" means the employee's spouse or domestic partner, children or step children, son or daughter in-law, father, mother, parent or parent-in-law or stepparent, brother or brother-in-law, sister or sister-in-law, or grandfather, grandmother

~~grandparent, father-in-law, or mother-in-law.~~ It also means other family members who reside permanently with the employee.

(R) "General personnel files" means all documents dealing with, but not limited to, recruiting, placement, benefits, administration, classification and pay plans, ~~investigative correspondence~~ administrative investigation not related to specific employees or which do not result in disciplinary action, files, statements, reports, correspondence relating to investigations of violations of these rules, and general examination materials held by the city.

Comment [ER1]: City Attorney Recommendation

(S) "Grievance" means any dispute involving the interpretation, application or alleged violation of any section of this title, except for disputes which are expressly excluded from the grievance procedure.

(T) "Health care provider" means a dentist licensed under AS 08.36, a physician licensed under AS 08.64, ~~or a psychologist licensed under AS 08.86,~~ a naturopath licensed under AS 08.45, or nurse licensed under AS 08.68.

Comment [ER2]: City Attorney Recommendation

(U) "Just cause" means that sufficient justification exists for the proposed action against an employee with regular status. "Just cause" applies to behavior by an employee with regular status which is detrimental to the discipline, public image or efficiency of the city as an employer. As so defined, "just cause" includes, but is not limited to, a single instance of any one of the following:

Comment [ER3]: City Attorney Recommendation

- (1) Incompetence;
- (2) Inefficiency;
- (3) Lack of any of the qualifications required;
- (4) Insubordination;
- (5) Excessive absenteeism or tardiness;
- (6) Harassment of other employees or the public;
- (7) Violation of a city policy, procedure or regulation, which was known or reasonably should have been known to the employee;
- (8) Conviction of a crime involving moral turpitude;
- (9) Substance abuse on the job; ~~or~~
- (10) Misuse or abuse of city funds, work time, or position for personal gain; or

~~(11)~~ Any other conduct commonly recognized by reasonable persons as justification for serious discipline, including dismissal.

(V) "Layoff" means removal from active work status of an employee for reasons beyond ~~his/her~~ the employee's control that do not reflect discredit on ~~his/her~~ the employee's services, and where certain re-employment or other rights may exist.

(W) "Nonrepresented" means an employee, other than an executive employee, who is assigned to a position which is not represented by a bargaining agent.

(X) "Parallel class" means a class that is substantially similar to another class in duties, responsibilities and qualification requirements.

(Y) "Part-time appointment" means appointment ~~to a regular part-time position, in which the work involved will usually total less than 40 hours a week.~~

Comment [ER4]: Refining the definition of part time and less than part time, this will help in numerous calculations and determining benefits.

(Z) "Personnel records" means those documents which reflect an individual's complete status as an employee from hiring to termination. Personnel records include, but are not limited to, the employee's application, reports of medical examinations, reports of results from employment investigations, reports of work performance, progress and disciplinary actions, personnel actions, employee withholding exemption certificates and survivor benefits forms.

(AA) "Position" means the duties and responsibilities assigned to an employee requiring full-time or part-time employment.

(BB) "Professional employee" means an employee whose work requires knowledge of an advanced type in a field of science or learning acquired through extensive specialized instruction or study who uses this education or training to perform daily work that requires the theoretical or practical application of this knowledge or training, and whose work requires the consistent exercise of discretion and judgment in its performance.

(CC) "Promotion" means a change in status of an employee from a position of one class to a position of another class having a higher salary range.

(DD) ~~"Reappointment" means rehire of an employee in a different class than previously occupied or rehire of an employee more than one year after the date of last separation. Reserved.~~

Comment [ER5]: City Attorney Recommendation

(EE) "Regular appointment" means appointment in the classified service for which completion of a probationary period is required.

(FF) "Regular full-time position" means a position established for providing city service on a full-time, ongoing basis into the indefinite future.

(GG) "Regular ~~less than~~ part-time position" means ~~the same as regular full-time except that work involved will usually total less than 40 hours a week. a position established as a full time equivalent position of less than 0.50 in which the work involved will usually total less than 20 hours per week.~~ Such work may be of an irregular nature such as short shifts at various times and on various days of the week.

(HH) ~~"Regular part-time position" means a position established as a full time equivalent position of 0.50 - 0.99 in which the work involved will usually total at least 20 hours per week and less than 40 hours a week. Such work may be of an irregular nature such as short shifts at various times and on various days of the week.~~

~~Repealed.~~

Comment [ER6]: Refining the definition of part time and less than part time, this will help in numerous calculations and determining benefits.

(II) "Reinstatement" means replacement of an employee into a position in the same class occupied previously or a parallel class when there has been a break in service, for one of the following reasons:

- (1) Timely return from military leave;
- (2) Return to a position in a class an employee held when suspended, demoted or dismissed, after successful appeal;
- (3) Return of an employee from authorized disability leave or leave without pay.

(JJ) "Seniority" means the period starting from the last date when the employee is hired. Seniority shall be terminated and the employee's service shall be broken under the following conditions:

- (1) Resignation or retirement;
- (2) Discharge or termination;
- (3) Layoff in excess of one year;
- (4) Failure to return from leave of absence or vacation on agreed date unless approval has been obtained from the employer, immediate supervisor or Director.

(KK) "Separation" means cessation of the work relationship between the city and an employee for any reason including death, dismissal, layoff, resignation or retirement.

(LL) "Suspension" means an enforced being placed on paid or unpaid leave for disciplinary reasons or pending investigation of charges made against an employee.

(MM) "Temporary or Seasonal appointment" means an appointment for short-term employment for not more than six consecutive months except where the City Manager, or his/her designee, grants an extension because of extenuating circumstances. These are typically positions that are recruited for in the City's standard recruitment process.

(NN) "Transfer" means a lateral movement from one position to another position in the same or a parallel class at the same range, without any break in service.

(Am. Ord. 99-01, passed 3-9-99; ; Am. Ord. 2006-22, passed 12-12-06)

§ 3.04.020 AUTHORITY.

The following policies and procedures are promulgated under the authority of the city, as a general law municipality.

§ 3.04.030 PURPOSE.

(A) It is the purpose of this title to establish a personnel ordinance consistent with good that shall improve the quality of personnel administration practices consistent with included -such merit principles as:

Comment [ER7]: City Attorney Recommendation

Comment [ER8]: City Attorney Recommendation

Comment [ER9]: Clarifying the definition of temporary or seasonal appointment. Previously, seasonally was not defined.

Comment [ER10]: City Attorney Recommendation

(1) Recruiting, selecting and advancing employees on the basis of their relative ability, knowledge and skills, including open consideration of qualified applicants for initial appointment;

(2) Providing equitable and adequate compensation;

(3) Training employees, as needed, to assure high quality performance;

(4) Retaining employees on the basis of the adequacy of their performance, and separating employees whose inadequate performance cannot be corrected;

(5) Assuring fair treatment of applicants and employees in selection, promotion, training and all other aspects of personnel administration without regard to political affiliation, race, national origin, sex, age or religious creed and with proper regard for their privacy;

(6) Assuring that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the result of an election or a nomination for office.

(B) Proper organization and delegation of authority are essential to effective and efficient city government administration and management. The responsibilities and authorities delineated in this title are intended to establish clear understanding of the role that each segment of city government must play in order to create and administer a sound personnel program.

(C) It shall be the policy of the city to preserve confidentiality in matters touching on the reputation of all employees of the city and to protect each employee's right to privacy. To this end, personnel records shall be confidential and shall not be disclosed by an officer or employee of the city except as may be necessary for legitimate business reasons or as required by law. Only one set of personnel records shall be maintained. The official personnel records shall be maintained in a secure area by the Department of Administration. Nothing in this subsection, however, shall abridge the right of any employee to disclose the contents of ~~his/her~~ the employee's own records.

§ 3.04.040 SCOPE.

(A) This title shall apply to all nonrepresented employees in positions in the classified service.

(B) Chapters 3.16, 3.20, 3.22, 3.40, 3.48, 3.52, 3.56 and 3.60 are the only portions of this title which apply to executive employees. In cases of conflict between Chapters 3.16, 3.20, 3.22, 3.40, 3.48, 3.52, and 3.60 and the discretionary powers of the City Manager under Chapter 3.56, the provisions of Chapter 3.56 shall govern.

(C) This title shall apply to represented employees unless the contract of the collective bargaining unit is in direct conflict with the title.

§ 3.04.050 POLICE STANDARDS ACT.

Comment [ER11]: Adding employee development and new safety program to the list that would still apply to the executive employees.

The Department of Public Safety shall be covered by this title and, ~~in addition, shall be covered~~ the applicable provisions of AS 18.65 by the rules and regulations of the State of Alaska Police Standards Council in the Police Standards Act.

Comment [ER12]: City Attorney Recommendation

§ 3.04.060 AMENDMENTS.

Amendments to this title shall be made by ordinance. ~~Copies Access to of any amendments shall be distributed~~ provided to each employee ~~for insertion in his/her copy of the title.~~

Comment [ER13]: Updating wording to allow for digital access.

§ 3.04.070 CITY COUNCIL RESPONSIBILITY AND AUTHORITY.

The City Council shall have overall responsibility and authority regarding personnel matters as set forth in this title including, but not limited to, the following:

Comment [ER14]: City Attorney Recommendation

- (A) Approve the city's budget including requests for personnel management funds;
- (B) Approve personnel ordinance; and
- (C) Approve all collective bargaining agreements and individual employment agreements.

§ 3.04.080 CITY MANAGER RESPONSIBILITY AND AUTHORITY.

The City Manager shall have the responsibility and authority to:

- (A) Administer the personnel ordinance approved by the City Council; and
- (B) Establish personnel policies and procedures where needed in order to ensure more precise and consistent execution of this personnel ordinance.

§ 3.04.090 PERSONNEL RECORDS.

(A) An employee shall have access to ~~his/her~~ the employee's own personnel records or to any information pertaining to him/her which is maintained in the personnel records by the Department of Administration at any reasonable time. Such personnel records shall be held confidential to the extent permitted by this title, Chapter 2.72 of this code, and other applicable laws.

(B) A record of all disciplinary actions must be contained in the employee's personnel records.

(C) Any authorized person examining personnel records shall sign for the personnel records, and the signature shall be dated.

(D) Review of all personnel records shall be conducted in the presence of the City Manager, ~~or his/her~~ designee, and no documents shall be removed without the specific approval of the City Manager, ~~or his/her~~ designee.

(E) All documents placed in an employee's personnel file which ~~pertain in any way to document~~ an employee's disciplinary action history shall first be initialed by the employee. An employee's initials shall indicate only that the employee has seen the

document and shall not indicate an employee's agreement with the contents of the document. In the event an employee refuses to initial or sign a document, the Personnel Officer shall so note in the file.

(F) The Personnel Officer shall ensure that no document is placed in an employee's personnel file that has not been seen and/or signed or initialed by the employee.

CHAPTER 3.08: RECRUITMENT

Section

- 3.08.010 Policy of recruitment
- 3.08.020 Recruitment
- 3.08.030 Job announcements and publicity
- 3.08.040 Application form
- 3.08.050 Rejection of applicants
- 3.08.060 Selection devices

§ 3.08.010 POLICY OF RECRUITMENT.

It shall be the policy of the city to recruit and select the most qualified persons for positions in city service. It shall be the responsibility of the City Manager to insure that this policy is carried out by the following means:

- (A) Conduct recruitment and selection in an affirmative manner to insure open competition;
- (B) Provide equal employment opportunity;
- (C) Prohibit discrimination because of race, age, politics, religion, sex, national origin, mental or physical handicap, or any other non-merit factors.

§ 3.08.020 RECRUITMENT.

The City Manager, or ~~his/her~~ designee, shall develop and conduct an active recruitment program designed to meet current and projected personnel needs. Recruitment will be tailored to the various classes of positions to be filled and will be directed to sources likely to yield qualified candidates.

§ 3.08.030 JOB ANNOUNCEMENTS AND PUBLICITY.

In order to attract an adequate number of candidates for present or anticipated vacancies and to permit successful competition with other employees, the City Manager, or ~~his/her~~ designee, will issue job announcements and otherwise publicize vacancies. All job announcements shall include the job title, salary range, job qualifications and requirements, the time, place and manner of completing applications, selection devices to be used in determining the successful applicant, and other pertinent

information. Publicity for all job vacancies shall be conducted for a sufficient period of time to insure reasonable opportunity for persons to apply and to be considered for employment. Job vacancies shall be formally announced for at least ten working days prior to the closing date for filing applications. The first five working days of the ten working day filing period may be restricted to applications from current city employees. At the completion of this five day period, city applicants may be hired for the vacant position.

§ 3.08.040 APPLICATION FORM.

All applications for employment shall be made on forms prescribed by the City Manager, or his/her designee. Such forms may require background information to include training, experience and other pertinent information. All applications must be signed, and the City Manager, or his/her designee, may require proof of statements. Application forms shall not elicit any information concerning age, race, political affiliation, sex, religion, the existence of any mental or physical disability, or national origin.

3.08.050 REJECTION OF APPLICANTS.

(A) The City Manager, or his/her designee, may reject any application which indicates that the applicant does not have the minimum qualifications established for the position. Applications may also be rejected if the applicant:

- (1) Has deliberately falsified any information on the application form;
- (2) Is unable even with reasonable accommodations by the city (as the term "reasonable accommodations" is interpreted for purposes of the Americans with Disability Act, 42 USC 12101 et seq.) to meet the physical or other requirements which have been demonstrated as required to perform the work of the position;
- (3) Does not meet the legal age limits or other requirements established by state law; or
- (4) Has established an employment record which indicates an unsuitability for the position.
- (5) Receives a positive result on a pre-employment drug and/or alcohol test.
- (6) For any other legitimate business reason which indicates the applicant does not meet the requirements for the position.

(B) Whenever an application is rejected, notice of such rejection shall be promptly made in writing to the applicant.

§ 3.08.060 SELECTION DEVICES.

The City Manager or his/her designee shall be responsible for determining the selection device to be used to obtain the best qualified candidate for each class of positions. Selection devices may be utilized separately or in various combinations as appropriate to the class and to available personnel resources. Such selection devices

may include interviews, work samples, performance tests, or written tests, background and reference inquiries, and evaluation of training and experience.

CHAPTER 3.12: APPOINTMENTS

Section

- 3.12.010 Appointments allowed
- 3.12.020 Acting appointment
- 3.12.030 Emergency appointment
- 3.12.035 Temporary or Seasonal appointment
- 3.12.040 Part-time appointment
- 3.12.050 ~~Reserved~~Less than part-time appointment
- 3.12.060 Selection of current employees
- 3.12.070 Probation
- 3.12.080 Probation for former and current employees
- 3.12.090 Status upon completion of probation

§ 3.12.010 APPOINTMENTS ALLOWED.

The following types of appointments and positions as defined in § 3.04.010 may be made:

Acting Appointment

Emergency Appointment

Temporary or Seasonal Appointment

Part-time Appointment

Less than Part-time Appointment

Regular Appointment

~~Seasonal Appointment.~~

Comment [ER15]: Updating list to clarify that Temp and Seasonal, Part time, Less than Park time.

§ 3.12.020 ACTING APPOINTMENT.

An acting appointment of expected duration of five working days or more requires the prior written approval of the City Manager.

§ 3.12.030 EMERGENCY APPOINTMENT.

Emergency appointments shall be made only in case of an unforeseen emergency and when necessary to prevent impairment of city service. Emergency appointments are not entitled to any fringe benefits.

§ 3.12.035 TEMPORARY OR SEASONAL APPOINTMENT.

Temporary or seasonal appointments shall be made after completion of a regular recruitment process. Temporary and seasonal appointments are not entitled to any fringe benefits.

§ 3.12.040 PART-TIME APPOINTMENT.

A part-time appointment may be made to any position.

§ 3.12.050 LESS THAN PART-TIME APPOINTMENT.RESERVED.

A less than part-time appointment may be made to any position. Less than part-time appointments are not entitled to any fringe benefits.

§ 3.12.060 SELECTION OF CURRENT EMPLOYEES.

(A) *Reinstatement.*

(1) *Return from military leave.* A city employee who returns from military leave in a timely manner shall be reappointed in accordance with applicable law.

(2) *Rehire after layoff.* An employee with regular status who has been laid off may be rehired within one year from the effective date of layoff.

(3) *Reinstatement as a result of successful appeal.* An employee who has been dismissed, demoted or suspended for insufficient reasons, as determined through arbitration, may be reinstated as specified in the arbitration award.

(B) *Promotion.* Vacancies in the classified service may be filled by promotion whenever practicable and in the best interest of the city. Promotions shall be based upon merit and shall be made in accordance with the procedures established in ~~these~~ rulesthis title. Major factors in determining promotions are:

- (1) Establishing that employee meets the minimum qualifications of the recruitment announcement;
- (2) Results of competitive examination when applicable;
- (3) Personnel evaluation reports;
- (4) Education, experience and training;
- (5) Length of service.

(C) *Transfer*. An employee may be transferred within a department, or from one department to another with the consent of the employee, the Department Director, and the City Manager.

(1) An employee hired by a temporary appointment may not be transferred to a regular position.

(2) An employee who desires a transfer shall send a written request to the Department Director, the City Manager, and the Personnel Officer.

(3) A pregnant employee may request a transfer as allowed by applicable law.

(D) *Demotion*. An employee may be demoted into a lower level position vacancy for which the employee is qualified for lack of work, for cause, or at the employee's request. If an employee requests a demotion in writing the Department Director, with the approval of the City Manager, may make such a demotion. In such cases, the demotion will be deemed to have been made on a voluntary basis.

§ 3.12.070 PROBATION.

During the probationary period the ~~individual-employee~~ demonstrates their ability and fitness to perform their job. During the probationary period, the employee is an at-will employee and can be disciplined, demoted, dismissed or separated from their position for any reason with or without just cause and without recourse to the grievance procedure. The probationary period varies from six months for some classes of positions to 12 months for others ~~for regular full or part time employees~~. Probation does not apply to ~~a-emergency, seasonal, or temporary appointment.appointments~~. ~~Employees hired by emergency, seasonal or temporary appointment are at will employees.~~

(Am. Ord. 99-01, passed 3-9-99)

§ 3.12.080 PROBATION FOR FORMER AND CURRENT EMPLOYEES.

(A) Employees rehired after layoff shall be subject to a probationary period only to the extent of completing any previously incomplete probationary period, except that employees re-employed to a position in a different class or department shall be subject to a full probationary period consistent with the position to which placement has been made.

(B) An employee promoted to a position shall complete a probationary ~~period of 3 months if the position to which they are promoted is non-supervisory or a probationary period of 6 months if the position to which they are promoted is supervisory~~ ~~of six months in the position to which they are is promoted.~~

(C) When an employee transfers to a different position in the same class within a department, a new probationary period shall be served. When an employee transfers from one department to another a new probationary period designated for the class of the position to which transfer has been made shall be served.

Comment [ER16]: City Attorney Recommendation

~~In the above two cases, t~~The probation period shall be 3 months if the position to which they are transferred is non-supervisory or a probationary period of 6 months if the position to which they are transferred is supervisory~~be six months.~~

Comment [ER17]: Adjusted to add clarity and to be more consistent with 302 CBA.

(D) When an employee is demoted to a position in a class where they previously held regular status, no probationary period shall be served, except in the case of demotion for disciplinary reasons in which case the demoted employee shall serve a new, full probationary period consistent with the class of the position to which placement has been made. When an employee is demoted to a position in which they did not hold regular status, any remaining portion of the original probationary period shall be served.

(E) The employee in a reassigned position, whether by reclassification or range change, shall not serve a new probationary period.

(F) No probationary period shall be required when serving in an acting appointment. An employee initially serving in an acting appointment who is then promoted directly into that position shall have acting time count toward completion of probation.

(Am. Ord. 99-01, passed 3-9-99)

§ 3.12.090 STATUS UPON COMPLETION OF PROBATION.

(A) Regular appointment to a position in the classified service shall be made only upon satisfactory completion of the probationary period. Unless action is taken by the Department Director with the approval of the City Manager to dismiss, separate or demote the employee or to request extension of the probationary period prior to the end of the probationary period, the appointment shall become a regular appointment and the employee shall become an employee with regular status on the first working day following completion of the probationary period.

(B) The probationary period of an employee may be extended for a period of time usually not to exceed three months. Notice of such extension and the reasons for it shall be given in writing to the employee prior to the end of the established probationary period.

(C) At any time during the probationary period, an employee who has not completed their probationary period may be disciplined, dismissed, demoted, or separated from their position for any reason with or without just cause and without recourse to the grievance procedure. Written notice shall be given to the probationary employee prior to taking action.

(Am. Ord. 99-01, passed 3-9-99)

CHAPTER 3.16: CLASSIFICATION PLAN

Section

13

- 3.16.010 Classification plan
- 3.16.020 Class specification
- 3.16.030 Purpose of classification plan
- 3.16.040 Development and administration
- 3.16.050 Status of incumbents in reclassified positions

§ 3.16.010 CLASSIFICATION PLAN.

The classification plan is the grouping of positions into appropriate classes which are sufficiently similar with respect to duties and responsibilities. Each class in the classification plan shall be designated by a descriptive title and defined by a class specification. The classification plan shall be established by resolution of the City Council and shall be periodically updated. The city may by ordinance designate positions that are wholly or partially exempt from the classified service. Such positions are filled by persons who serve at the discretion of the appointing authority and whose terms of employment are determined by the appointing authority.

§ 3.16.020 CLASS SPECIFICATION.

A class specification is a written description of each class position included in the classification plan. Specifications shall include a class title, a general statement of essential and non-essential duties and responsibilities, typical examples of duties performed, and minimum qualifications for entrance into a class. Special requirements, where appropriate, such as required licenses or certifications, shall also be included. A class specification shall be considered only as a descriptive guideline and not as inclusive of all duties to be found in a position allocated to a particular class.

§ 3.16.030 PURPOSE OF CLASSIFICATION PLAN.

The classification plan is an administrative tool that provides a system of standardized titles and common job language and is important to the effective administration of personnel activities such as the following:

- (A) Personnel planning and budgeting;
- (B) Establishing job performance standards;
- (C) Establishing fair and equitable pay;
- (D) Developing valid selection and recruitment programs; and
- (E) Establishing appropriate career lines.

§ 3.16.040 DEVELOPMENT AND ADMINISTRATION.

(A) The City Manager, or ~~his/her~~ designee, shall analyze and evaluate the duties, responsibilities and qualifications required for each position in the classification plan and then assign each position to the appropriate class. Any employee who believes the

| ~~position~~ classification ~~of his/her position~~ to be incorrect may request a review by the City Manager.

| (B) The City Manager shall periodically (but no less often than every ~~seven-three~~ years) review the classification plan and shall make a report to the City Council. The purpose of such review and report shall be:

- (1) To ascertain whether or not the classification plan accurately reflects existing conditions;
- (2) To determine the accuracy of class specifications; and
- (3) To assure that positions are properly classified.

The City Manager shall recommend to the City Council changes needed in the classification plan to keep it current.

| (C) When a new position is proposed or established, the Department Director shall provide a written position description to the City Manager, or ~~his/her~~ designee, who shall determine the proper classification or prepare a new classification description if an appropriate classification does not exist.

| (D) Whenever the duties of a position change, the City Manager, or the Manager's designee, shall review the matter and, if necessary, reclassify the position to the appropriate class. In considering whether to reclassify any position, the City Manager shall be provided a written request for reclassification by the Director of the Department in which the position is located. The City Manager shall issue a written procedure governing reclassification requests and the information that must be provided to the City Manager by the Department Director. The City Manager shall notify the City Council of any pending reclassification request before acting on the request. In making a decision on any reclassification request, the City Manager shall consider the potential impacts of reclassification on all Departments of the city. Any reclassification shall not be effective until the first date of the pay period following the effective date of either a budget amendment or a budget ordinance appropriating funds for the reclassified position. Reclassification shall not be used to avoid the provisions of the personnel policy dealing with layoffs, demotions, promotions or dismissals.

(Am. Ord. 99-01, passed 3-9-99)

| ~~—(E) Classification actions shall be effective on the first date of the pay period following a classification determination.~~

§ 3.16.050 STATUS OF INCUMBENTS IN RECLASSIFIED POSITIONS.

In all cases of reclassification, the employee who held the position before it was reclassified shall be entitled to remain in the position if the employee meets the minimum qualifications for the reclassified position. If the incumbent does not meet the minimum qualifications for the reclassified position the city may provide a reasonable opportunity for the incumbent to qualify for the reclassified position. If the incumbent fails to meet the qualifications for the reclassified position and is not transferred,

promoted or demoted, the provisions of the personnel policy regarding separation shall apply.

CHAPTER 3.20: EMPLOYEE DEVELOPMENT PROGRAM

Section

3.20.010 Purpose of employee development program

3.20.020 Development and administration

3.20.030 Program elements

§ 3.20.010 PURPOSE OF EMPLOYEE DEVELOPMENT PROGRAM.

The purpose of the employee development program shall be to foster and promote the training and development of employees in order to:

- (A) Improve the quality of services rendered to the city;
- (B) Equip employees for career advancement within the city service; and
- (C) Provide a reservoir of occupational skills necessary to meet current and future employment needs.

§ 3.20.020 DEVELOPMENT AND ADMINISTRATION.

The City Manager, or his/her designee, shall have overall responsibility for the development, administration and coordination of the employee development program.

§ 3.20.030 PROGRAM ELEMENTS.

The City's Employee Development Program will include elements such as the following:

(A) The ability to earn and maintain applicable occupational or professional certifications as departmental staffing and budgets allow;

(B) The opportunity to receive tuition assistance with relevant coursework in accordance with city policy and as departmental budgets allow;

(C) Potential to attend professional conference and training events as departmental staffing and budgets allow;

(D) Supervisory, management, and leadership training for managers, supervisor and directors;

(E) Periodic onsite review of new, updated, or mandated city policies and procedures or regulations;

(F) Special onsite training on timely and relevant topics.

Comment [ER18]: Change to add some specifics to the employee development program.

CHAPTER 3.22: SAFETY PROGRAM

Section

3.22.010 Purpose of safety program

3.22.020 Development and administration

3.22.030 Program elements

3.22.040 Safety Committee

§ 3.22.010 PURPOSE OF SAFETY PROGRAM.

The purpose of the safety program is to protect the lives and property of city residents and to provide a safe work environment for employees with minimal property damage, accidents, injuries and illness. All employees shall be provided with a work place adhering to the standards of the Occupational Safety and Health Act (OSHA).

§ 3.22.020 DEVELOPMENT AND ADMINISTRATION.

(A) The City shall make reasonable provisions to ensure that work places are free from safety and health hazards. No employees shall be required to perform unsafe and/or illegal work, or be directed to do so by another employee. The City will protect any employee who comes forward with information about having been directed to perform illegal or unsafe work from retaliation.

(B) The City will establish ongoing health and safety training and education for all employees. The City shall furnish such safety equipment as is reasonably necessary for the safety of employees.

(C) Responsibilities for safety are shared, specifically:

(1) The City Manager or designee is responsible for the leadership of the safety program and shall be responsible for its effectiveness and improvement.

(2) Departmental Directors, supervisory personnel, and lead workers are responsible for developing the proper attitudes toward safety in themselves and in those they supervise, and for ensuring that all operations are performed with the utmost regard for the safety of all individuals involved, including themselves.

(3) 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.

§ 3.22.030 PROGRAM ELEMENTS.

The City's Safety Program will include elements such as the following:

- (A) Providing mechanical and physical safeguards to the maximum extent that it is reasonable;
- (B) Conducting a program of safety surveys to attempt to find and eliminate unsafe working conditions or unsafe practices, to control health hazards, and to fully comply with the relevant safety and health standards;
- (C) Training all employees in good safety practices;
- (D) Providing necessary personal protective equipment and instructions for its use and care whenever reasonably necessary at city expense;
- (E) Developing and enforcing safety rules, and requiring that employees cooperate with these rules as a condition of employment;
- (F) Investigating incidents to find their cause and to correct the problem.

§ 3.22.040 SAFETY COMMITTEE.

A Safety Committee, consisting of employees from different departments, shall be established to periodically:

- (A) Review and update safety and loss prevention programs; city and departmental policies and procedures and departmental manuals;
- (B) Conduct safety surveys of all city facilities and make appropriate recommendations to the city manager;
- (C) Evaluate statistical loss information, inspection reports, accidents, accident reports, claims, complaints, suggestions regarding safety and operations, status of progress toward past goals and objectives and to make appropriate recommendations regarding new goals and objectives, training programs and employee participation in safety incentives.

Comment [ER19]: New section to strengthen city wide safety program and safety committee. Formally names Safety Committee and OSHA.

CHAPTER 3.24: PERFORMANCE EVALUATION

Section

- 3.24.010 Administration
- 3.24.020 Purpose of employee performance evaluation program
- 3.24.030 Periods of evaluation
- 3.24.040 Performance evaluations
- 3.24.050 Review of performance report
- 3.24.060 Unsatisfactory evaluation
- 3.24.070 Exclusion of evaluations from grievance procedure

§ 3.24.010 ADMINISTRATION.

The City Manager, or his/her designee, shall advise and assist employees, rating officers, and reviewing officers to see that performance evaluation procedures are conducted in accordance with the provisions stated in this chapter.

§ 3.24.020 PURPOSE OF EMPLOYEE PERFORMANCE EVALUATION PROGRAM.

The primary purpose of the employee performance evaluation program is to inform employees how well they are performing and to offer constructive criticism on how they can improve their work performance. Performance evaluation shall also be considered in decisions affecting salary advancement, promotions, demotions, dismissals, order of layoff, order of reemployment, placement and training needs. ~~Nothing in this section shall be construed as changing the nature of the employment from that of at will employment.~~

Comment [ER20]: City Attorney Recommendation – not needed

(Am. Ord. 99-01, passed 3-9-99)

§ 3.24.030 PERIODS OF EVALUATION.

All performance evaluations shall be in writing, with one copy given to the employee and one copy to be placed in the employee's personnel file. Each employee's performance shall be evaluated at the following periods:

(A) ~~End of probationary period. Each employee appointed to a regular full-time, regular part-time, or regular less than part-time position shall be evaluated prior to or near the conclusion of their at-will probationary term. An evaluation shall be completed and documented by the employee's direct supervisor or designee and submitted to the personnel officer. The employee must have at least an overall satisfactory evaluation in order to become a regular employee. Failure to have at least an overall satisfactory evaluation can result in an extension of probationary period or termination. Each employee appointed to a regular full-time, regular part-time, or regular seasonal position may be evaluated at the end of the completion of the probationary period. The employee must have an overall evaluation of at least satisfactory in order to become a regular employee.~~

(B) *Annual.* Each employee in a regular full-time, ~~or regular part-time position, or regular less than part-time position~~ shall receive an annual performance evaluation, ~~generally between April and May, covering the period of July 1—June 30. A regular seasonal employee shall receive an evaluation at the end of their seasonal assignment.~~ The employee's performance must be rated at least satisfactory in order to be eligible for a merit increase. The granting of an annual wage increase is a merit increase based on performance and not an automatic longevity increase.

(C) *Special.* A special performance evaluation may be completed whenever there is a significant change either upward or downward in the employee's performance ~~or to initiate a 360 evaluation as a supplemental tool to obtain performance feedback.~~

~~(D) *Exception.* If an employee's initial evaluation has been conducted after November 1 and before April 1, the next evaluation will be completed in October unless an earlier evaluation is requested by either the supervisor or employee.~~

§ 3.24.040 PERFORMANCE EVALUATIONS.

(A) Annual Performance. Is a key component of employee development and is intended to be a fair and balanced assessment of an employee's performance. The objective of the annual review is to provide all regular employees and their supervisors an opportunity to:

- 1) Discuss job performance and identify areas of potential improvement
- 2) Set goals for professional development
- 3) Establish objectives for contributing to the department's and overall mission
- 4) Discuss expectations and accomplishments
- 5) Review job descriptions to ensure accuracies in tasks being expected

(B) The City Manager or designee is responsible for issuance of forms and procedures concerning all aspects of performance evaluations.

(AC) Rating officer/Supervisor Responsibility. ~~The rating officer shall be the~~ Annual evaluations must be done by an employee's immediate supervisor. If circumstances are such that it is not feasible for the ~~immediate employee's~~ supervisor to be the rating officer, the ~~City Manager/Director~~ may designate a different ~~rating officer/supervisor~~. The rating officer shall be responsible for completing a performance evaluation report at the time prescribed for each employee under his/her supervision. The supervisor's role is to help the employee grow professionally by identifying performance improvement opportunities.

(BD) Reviewing officer/Director or Designee Responsibility. ~~The reviewing officer/Director or assigned designee shall be the rating officer's immediate supervisor. The reviewing officer shall review the performance evaluation report completed by each rating officer/supervisor or under his/her jurisdiction in the Department before the report is discussed with the employee. The reviewing officer shall consider the performance evaluations completed by the rating officer when evaluating the rating officer's performance. It is the responsibility of the Director to ensure the Supervisor has fairly and accurately completed the employee's performance in its entirety and suggest any changes necessary. If the performance evaluation report has been initially completed by a Department Director, the reviewing officer shall be the City Manager or designee.~~

(CE) Personnel officer/Human Resources Manager Responsibility. ~~The Human Resources Manager is responsible for reviewing the After completion of the draft performance evaluation as completed by the rating officer/supervisor and the reviewing officer/director after the report has been discussed, and prior to the discussion with the employee, the evaluation shall be forwarded to the personnel officer for review. The Human Resources Manager may provide assistance in the development or review of a draft performance evaluation prior to the final. The Human Resources Manager has the authority suggest changes to the supervisor and director if deficiencies are identified and to suggest improvements to the supervisor and director for future performance reviews.~~

(F) 360 Performance Reviews. Are intended to allow an opportunity ~~of~~ for comments about management's performance from a variety of sources to aid in the review of Supervisors, Directors and Managers.

1. Those asked to complete a 360 Performance Review will not be identified to the individual being evaluated and will have direct knowledge and interact routinely with the person being reviewed.

Comment [ER21]: Still being refined. Updating intent and process, to be more in keeping with actual practice. Significant input from City Attorney. Incorporating the potential of a 360 performance review for supervisors.

2. All information included in the review shall be true and include concrete data that focuses on attitude, teamwork, ability and communication.
3. The information provided to the employee being reviewed will be a summary without names or dates and is provided to help the individual understand their strengths and weaknesses and contribute insights into aspect of their work. 360 Performance Reviews shall not be the basis for any disciplinary action or determination of eligibility for a merit increase but can be the basis for initiation of an administrative investigation. 360 performance review will be included in the employee's personnel records.

§ 3.24.050 REVIEW OF PERFORMANCE REPORT.

The ~~rating officer~~person completing the performance evaluation shall discuss the performance evaluation report with the employee before the report is made part of the employee's permanent record.

§ 3.24.060 UNSATISFACTORY EVALUATION.

Employees who receive an overall rating of unsatisfactory on their annual evaluation shall not be eligible to receive a merit increase, and may be subject to appropriate measures necessary to bring performance up to acceptable standards, including demotion or termination based on an inability to satisfactorily perform the necessary and essential functions of the job.

§ 3.24.070 EXCLUSION OF EVALUATIONS FROM GRIEVANCE PROCEDURE.

Performance evaluations and 360 performance reviews shall not be subject to the grievance procedure set forth in Chapter 3.36; however an employee shall be allowed to submit written comments responding to that employee's performance evaluation or 360 performance review. Such comments shall be submitted within five working days from the date the ~~rating officer~~person completing the report discusses the performance evaluation report or 360 performance review with the employee. Such comments shall be included with the performance evaluation in the employee's personnel records.

Comment [ER22]: City Attorney Recommendation

CHAPTER 3.28: DISCIPLINARY ACTIONS

Section

- 3.28.010 General policy
- 3.28.020 Forms of discipline
- 3.28.030 Disciplinary reporting

§ 3.28.010 GENERAL POLICY.

(A) —The City Manager, or the Manager's designee, shall approve all disciplinary actions concerning suspension, demotion or dismissal prior to the action, unless, in the judgment of the Department Director, immediate disciplinary action is required. The basis for taking immediate action shall be limited to reasons of just cause or of immediate danger to the health, safety or welfare of city employees or the public. In instances of immediate disciplinary action, the Department Director shall have the authority to suspend the employee (with or without pay) pending investigation and approval of the action by the City Manager. Nothing in this chapter shall be construed as changing the nature of probationary employment from that of at-will employment.

(A)(B) The City Attorney shall be consulted prior to any dismissal.

Comment [ER23]: City Attorney Recommendation

(Am. Ord. 99-01, passed 3-9-99)

§ 3.28.020 FORMS OF DISCIPLINE.

Progressive discipline shall be followed when practicable. When the severity or frequency of the inappropriate conduct warrants and it is in the best interest of the city, any of the following forms of discipline may be imposed at any time so long as such discipline is supported by just cause:

- (A) Oral reprimand;
- (B) Written reprimand;
- (C) Suspension with or without pay and with or without conditions on reinstatement; and
- (D) Demotion when possible and applicable to the situation; and
- (E) Dismissal.

This section does not apply to probationary employees.

(Am. Ord. 99-01, passed 3-9-99)

§ 3.28.030 DISCIPLINARY REPORTING.

(A) All disciplinary actions shall be maintained in the employee's personnel file. All disciplinary actions shall be documented on a disciplinary action report form. A record of the date, time and subject of an oral reprimand shall be maintained. The employee shall be given an opportunity to review the report with his/her the employee's Department Director. If the employee disagrees with the acts or conclusions contained in the report, he/she shall be permitted to submit, within five working days after reviewing the report with his/her the employee's Department Director, a statement of disagreement. The statement shall clearly and concisely set forth the employee's reasons for disagreeing with the report. One copy of the employee's statement shall be appended to the report and shall become a part of it. If the employee has no comment or has not responded within the required time frame, it shall be so noted and the report shall be forwarded to the City Manager, or his/her designee.

(B) The Department Director may, if appropriate, complete periodic reviews of the employee's progress in correcting the cause of the original discipline. Such reports shall be made a part of the employee's personnel file.

CHAPTER 3.32: SEPARATION

Section

3.32.010 Resignation

3.32.020 Layoff

3.32.030 Medical separation

§ 3.32.010 RESIGNATION.

(A) An employee ~~at wage range nine or above~~ who desires to resign and serves as a deputy director, supervisor or manager shall give at least 30 days written notice to ~~his/her~~ the employee's immediate supervisor. An employee ~~at wage range eight or below~~ who desires to resign and does not serve as a deputy director, supervisor or manager shall give at least two weeks written notice to ~~his/her~~ the employee's immediate supervisor. The period of notice may be reduced or waived by the City Manager. The notice of resignation shall become part of the personnel files.

(B) An employee may withdraw ~~his/her/their~~ resignation prior to the effective date stated in the notice of resignation only with the written approval of the Department Director and the City Manager.

(C) Failure to give adequate notice shall be noted on the employee's separation documents.

(D) The effective date of termination pursuant to a notice of resignation shall be the last day on which the employee works.

§ 3.32.020 LAYOFF.

(A) Layoff may be appropriate due to the following:

(1) Elimination of a position in the work force;

(2) Failure of an employee to successfully complete the probationary period following promotion or transfer when the City Manager determines that there is no other position available for which the employee is qualified;

(3) Material change in the duties of the position for which the employee lacks the necessary skills, knowledge or aptitude when the City Manager determines that there is no other position available for which the employee has the necessary skills, knowledge or aptitude; or

(4) Completion of a temporary appointment.

(Am. Ord. 99-01, passed 3-9-99)

(5) Any legitimate business reason.

(B) When it is appropriate to layoff employees, the Department Director shall decide which employees are to be laid off, and shall report ~~his/her~~their findings and recommendations to the City Manager. Employee performance shall be the major factor in determining the order in which employees are ~~released~~laid off. Employees who are laid off shall be given preference when new appointments are made.

Comment [ER24]: City Attorney Recommendation

(C) A layoff of more than one year shall constitute a break in service for the purpose of preferential appointment under ~~the personnel ordinance~~this title.

Comment [ER25]: City Attorney Recommendation

(D) Employees who are laid off shall be given either 30 days written notice before being laid off or 160 hours of severance pay.

§ 3.32.030 MEDICAL SEPARATION.

An employee who is unable to return to work following ~~expiration of~~approved family and medical leave or disability leave without pay shall be separated in good standing from city employment.

Comment [ER26]: City Attorney Recommendation

CHAPTER 3.36: GRIEVANCE PROCEDURE

Section

3.36.010 Scope

3.36.020 Grievance procedure

3.36.030 Arbitration

3.36.040 Pre-disciplinary hearing

§ 3.36.010 SCOPE.

This chapter shall not apply to represented employees or employees who have not successfully completed the probationary period at the time of the alleged action or omission, or to disputes involving a performance evaluation. Sections 3.36.020 and 3.36.030 shall not apply to employees who have requested and received a pre-disciplinary hearing.

§ 3.36.020 GRIEVANCE PROCEDURE.

Any employee having a problem regarding employment shall first discuss the problem with the immediate supervisor. If the problem is not settled, and it can be defined as a grievance as set forth in § 3.04.010(S), the employee has the right to present a grievance in accordance with the procedures and within the time limits set forth in this chapter. The time limit set forth in this procedure may be extended in writing by mutual agreement of the parties.

(A) *Step 1.* The aggrieved employee shall discuss the grievance with their immediate supervisor. If the grievance cannot be resolved informally through discussion, it shall

then be reduced to writing as a formal grievance, and the written grievance shall be submitted to the Department Director. The written grievance must be submitted within ten calendar days of the date that the employee knows or has reason to know of the conduct or actions upon which the grievance is based. Failure to notify the city within this time limit shall constitute a bar to further action on the alleged grievance. The written grievance shall describe the actions or omissions that are alleged to constitute improper conduct by the city and shall indicate the rule or rules that have allegedly been misapplied, misinterpreted or violated by the city.

(B) *Step II.* Upon receipt of a written grievance, a Department Director shall notify the City Manager and, within 14 calendar days, respond in writing to the employee. If the Department Director fails to respond to the employee's written grievance within this time limit, the grievance shall proceed to Step IV without further action of the employee.

(C) *Step III.* Upon receipt of the Department Director's response, the employee shall have 14 calendar days to appeal the decision in writing to the City Manager. If the employee fails to appeal the Department Director's decision within this time limit, such failure to respond shall serve to declare the grievance as settled based upon the Department Director's decision.

(D) *Step IV.* Within 14 calendar days of receipt of a written appeal of the decision of the Department Director, the City Manager, or his/her designee, shall review the matter and respond in writing to the employee's grievance.

(E) *Step V.* Upon receipt of the City Manager's decision, the employee shall have 14 calendar days to submit a written request for arbitration to the City Manager. If the employee fails to file a written request for arbitration within this time limit, such failure shall serve to declare the grievance as settled based upon the City Manager's decision.

§ 3.36.030 ARBITRATION.

(A) If a timely request for arbitration is received, the City Manager, or his/her designee, and the employee shall meet within five days to agree on a mutually acceptable arbitrator. If no agreement can be reached at such a meeting, the parties shall select an arbitrator by the striking method from a list of arbitrators. This list will be supplied to the parties by the Federal Mediation and Conciliation Service and will have at least five names. The arbitrator shall be selected within five days from receipt of the list. Arbitration shall commence as soon as possible following the appointment of the arbitrator.

(B) The arbitrator shall conduct a hearing according to generally accepted procedures for grievance arbitration. The arbitrator shall have no authority to add to, alter, delete or modify any statute, regulation, ordinance or labor agreement or to issue any award on a matter not raised in the grievance filed by the employee. The arbitrator shall not make any award involving payment to a party for events, actions or omissions preceding the events, actions or omission recited in the grievance. The expenses of the arbitrator shall be borne by the city. The expenses of each party in presenting its case to the arbitrator shall be borne by the respective party. The decision of the arbitrator shall be final and binding on all parties and shall only be subject to appeal to the

Superior Court in accordance with applicable law. Either party may make application to the Superior Court to enforce a decision of the arbitrator.

(C) Nothing in this section shall be construed to prevent settlement of a grievance by mutual agreement of the parties at any time.

(D) Submission of a grievance to arbitration shall not act as a stay of any action unless a stay is expressly approved by the City Manager.

§ 3.36.040 PRE-DISCIPLINARY HEARING.

Comment [ER27]: This section may be refined based on actual practice, further review, and discussions with the City Attorney.

A dismissal, demotion with reduction in pay or suspension without pay for greater than ten days of an employee in the classified service with regular status shall be accomplished and reviewed only in accordance with the procedures stated in this section:

(A) Before a Department Director may dismiss, demote with a reduction in pay or suspend without pay an employee, the employee shall receive written notice of intent to discipline containing a reasonably specific statement of the basis for the intended discipline and an explanation of the employee's entitlement to ask for either a pre-disciplinary hearing or to submit a grievance pursuant to § 3.36.020 at which such intended discipline may be reviewed. If the employee is unavailable, the notice shall be given by certified mail.

(B) The employee may request a pre-disciplinary hearing only by submitting a written request to their Department Director no later than 5:00 p.m. on the seventh calendar day following the day on which he/she received the notice of intent to discipline. Failure of the employee to timely submit a written request for a pre-disciplinary hearing shall constitute a waiver of the employee's right to pre-disciplinary hearing.

(C) The City Manager, or ~~his/her~~ designee, shall promptly schedule a pre-disciplinary hearing after such a hearing is requested by an employee. The City Manager shall designate an impartial individual to serve as a hearing officer at the pre-disciplinary hearing. The City Manager shall not designate as a hearing officer any individual who is a city employee unless otherwise agreed upon by the parties.

(D) Existing pay status shall not be provided beyond the date initially set for the hearing if the employee or ~~his/her~~ representative requests and is granted an extension of the hearing date for any reason. If the city requests, and is granted, an extension of the hearing date for any reason, the employee shall be continued in pay status.

(E) The hearing officer may exercise independent judgment as to the weight of the evidence and on legal issues raised by the parties. The city shall prove the existence of just cause to discipline the employee by a preponderance of the evidence presented.

(F) The hearing officer shall issue a written decision no later than three working days after the close of the hearing. The decision shall include a statement of the reasons for the decision.

(G) The hearing officer is limited to either upholding or denying the discipline based upon the existence of just cause to support it, and is not authorized to provide any other remedy.

(H) If the hearing officer denies the existence of just cause to support the discipline, the City Manager may then impose a lesser form of discipline for the conduct at issue at the hearing. If the lesser form of discipline is to be either suspension or demotion, the hearing officer shall retain jurisdiction to review and rule on that discipline. The employee may receive such review only by submitting a written request within seven calendar days of notice or date of mailing of such notice of the lesser discipline. The hearing officer shall issue a written decision within three working days of receipt of the petition for review.

(I) The affected employee may appeal the hearing officer's pre-disciplinary decision by filing a written notice of appeal with the Superior Court. The Superior Court shall have no jurisdiction to hear the appeal unless the employee files the notice of appeal within 30 days after the employee's receipt of the hearing officer's decision. The Superior Court shall limit its review to whether or not substantial evidence in the record supports the decision and to legal issues necessarily decided by the hearing officer.

CHAPTER 3.40: PAY

Section

- 3.40.010 Objectives of pay plan
- 3.40.020 Review of pay plan
- 3.40.030 Pay ranges
- 3.40.040 Pay range matrix
- 3.40.050 Basis of pay rates
- 3.40.060 Advancements within a pay range
- 3.40.070 Acting in a higher position
- 3.40.080 Effective date of change in pay

§ 3.40.010 OBJECTIVES OF PAY PLAN.

The pay plan shall include the schedule of pay for all classes of positions in the classification plans. The percentage amount of any pay increases to be provided to any regular full time employee whose performance merits an increase in pay shall be determined solely by the City Council and shall be accomplished if at all, only by adoption of a non-code ordinance at the time the annual budget ordinance is adopted. Each year at the time the annual budget is initially presented to the City Council, the City Manager shall prepare a written review of the overall economic conditions of the city and projected economic conditions for the coming year. Said written review shall also contain information regarding the annual inflation rate for

Anchorage for the previous year and any actual or anticipated increase in health insurance premiums and shall make a specific recommendation as to whether the existing economic conditions allow the city to provide a general merit increase to city employees whose job performance merits an increase in pay during the upcoming fiscal year.

(Am. Ord. 99-01, passed 3-9-99)

The objectives of the plan are:

(A) To provide an appropriate salary structure to recruit and retain an adequate supply of competent employees.

(B) To provide appropriate pay incentives for productivity and quality.

§ 3.40.020 REVIEW OF PAY PLAN.

The City Manager shall periodically (but no less often than every ~~four~~^{three} years) review the pay plan and shall make a report to the City Council. The purpose of such review and report shall be:

(A) To ascertain whether or not the pay plan accurately reflects existing conditions; and

(B) To determine the accuracy of pay ranges.

The City Manager shall recommend to the City Council changes needed in the pay plan to keep it current.

§ 3.40.030 PAY RANGES.

A pay range is a level of pay that is assigned to a class. It comprises a wage range through which an employee may progress. Pay ranges are assigned to classes based upon the following factors:

(A) Duties and responsibilities of position or class;

(B) Internal equity-maintenance of pay ranges of classes in appropriate relations to one another;

(C) Prevailing rates for comparable work in both public and private employment, including comparative fringe benefits;

(D) Pay relationships between supervisors and employees;

(E) Employee recruitment and retention problems;

(F) Economic trends and forecasts; and

(G) Availability of funds.

§ 3.40.040 PAY RANGE MATRIX.

Comment [ER28]: This section will be refined. Next DRAFT will include a 4.5% increase to these tables.

WAGE RANGES - ANNUAL

Wage Range	Minimum	Midpoint	Maximum
A10	\$29,565.22	\$34,000.00	\$38,434.78
A11	\$36,679.81	\$45,849.76	\$55,019.71
A12	\$38,931.77	\$48,664.72	\$58,397.66
A13	\$41,183.74	\$51,479.67	\$61,775.60
B21	\$43,442.46	\$54,303.08	\$65,163.69
B22	\$45,694.43	\$57,118.03	\$68,541.64
B23	\$47,946.39	\$59,932.99	\$71,919.59
B24/B31	\$50,766.42	\$63,458.02	\$76,149.63
B25/B32	\$54,147.75	\$67,684.68	\$81,221.62
C41	\$56,967.77	\$71,209.72	\$85,451.66
C42	\$59,816.16	\$74,770.20	\$89,724.24
C43	\$62,806.97	\$78,508.71	\$94,210.45
C44/C51	\$65,947.32	\$82,434.15	\$98,920.98
C45/C52	\$69,244.68	\$86,222.86	\$103,867.03
D61	\$69,910.50	\$90,883.65	\$111,856.80
D62	\$73,406.02	\$95,427.83	\$117,449.64
D63	\$77,076.32	\$100,199.22	\$123,322.12
E81	\$80,786.92	\$105,022.99	\$129,259.07
E82	\$84,826.26	\$110,274.14	\$135,722.02
E83	\$89,067.58	\$115,787.85	\$142,508.12
E84	\$93,520.95	\$121,577.24	\$149,633.53

WAGE RANGES - SEMIMONTHLY

Wage Range	Minimum	Midpoint	Maximum
A10	\$1,231.88	\$1,416.67	\$1,601.45

A11	\$1,528.33	\$1,910.41	\$2,292.49
A12	\$1,622.16	\$2,027.70	\$2,433.24
A13	\$1,715.99	\$2,144.99	\$2,573.98
B21	\$1,810.10	\$2,262.63	\$2,715.15
B22	\$1,903.93	\$2,379.92	\$2,855.90
B23	\$1,997.77	\$2,497.21	\$2,996.65
B24/B31	\$2,115.27	\$2,644.08	\$3,172.90
B25/B32	\$2,256.16	\$2,820.20	\$3,384.23
C41	\$2,373.66	\$2,967.07	\$3,560.49
C42	\$2,492.34	\$3,115.43	\$3,738.51
C43	\$2,616.96	\$3,271.20	\$3,925.44
C44/C51	\$2,747.81	\$3,434.76	\$4,121.71
C45/C52	\$2,885.20	\$3,592.62	\$4,327.79
D61	\$2,912.94	\$3,786.82	\$4,660.70
D62	\$3,058.58	\$3,976.16	\$4,893.74
D63	\$3,211.51	\$4,174.97	\$5,138.42
E81	\$3,366.12	\$4,375.96	\$5,385.79
E82	\$3,534.43	\$4,594.76	\$5,655.08
E83	\$3,711.15	\$4,824.49	\$5,937.84
E84	\$3,869.71	\$5,065.72	\$6,234.73

WAGE RANGES - HOURLY

Wage Range	Minimum	Midpoint	Maximum
A10	\$14.21	\$16.35	\$18.48
A11	\$17.63	\$22.04	\$26.45
A12	\$18.72	\$23.40	\$28.08
A13	\$19.80	\$24.75	\$29.70
B21	\$20.89	\$26.11	\$31.33

B22	\$21.97	\$27.46	\$32.95
B23	\$23.05	\$28.81	\$34.58
B24/B31	\$24.41	\$30.51	\$36.61
B25/B32	\$26.03	\$32.54	\$39.05
C41	\$27.39	\$34.24	\$41.08
C42	\$28.76	\$35.95	\$43.14
C43	\$30.20	\$37.74	\$45.29
C44/C51	\$31.71	\$39.63	\$47.56
C45/C52	\$33.29	\$41.45	\$49.94
D61	\$33.61	\$43.69	\$53.78
D62	\$35.29	\$45.88	\$56.74
D63	\$37.06	\$48.17	\$59.29
E81	\$38.84	\$50.49	\$62.14
E82	\$40.78	\$53.02	\$65.25
E83	\$42.82	\$55.67	\$68.51
E84	\$44.96	\$58.45	\$71.94

(Am. Ord. 2001-22, passed 11-13-01; Am. Ord. 2006-22, passed 12-12-06; 2009-15, passed 7-28-09; Am. Ord. 2012-11, passed 9-25-12; Am. Ord. 2013-16, passed 12-17-13)

§ 3.40.050 BASIS OF PAY RATES.

(A) ~~Minimum-Hiring wage rate.~~ An appointment to any position shall can be made at thefrom the minimum to the midpoint of the wage range based on the applicant's experience and ability over and above the qualification requirements specified for the class, prior creditable city service, or on a critical shortage of applicants.,-and advancement Advancement from the minimum wage rate to the maximum wage rate within a pay range shall be by successive merit increases. Upon recommendation of a Department Director, the City Manager may approve initial compensation at a wage rate higher than the minimum in the range for the class when the needs of the city make such action necessary; provided, that any such exception is based on the applicant's experience and ability over and above the qualification requirements specified for the class, prior creditable city service, or on a critical shortage of applicants. Such aApproval by the City Manager shall be made in writing prior to appointment. In no instance shall an appointment be made above midpoint of the wage range, except at the Department Director level.

Comment [ER29]: Clarification that the hiring range is between the min and mid-point. This is current practice.

(Am. Ord. 99-01, passed 3-9-99)

(B) *Promotion.*

(1) ~~Promotion which recognizes exceptional skill and qualifications~~*Normal promotion.* Promotion is defined as the movement of an employee from one class and wage range, to a different class at a higher wage range, as the result of being selected for a position through the job posting process. Unless otherwise provided in this subsection, for an employee who is promoted, ~~his/her~~*the employee's* wage rate in the new range ~~can be made from the minimum to the midpoint of the wage range shall be the minimum for that range or that wage rate providing for at least a three percent incremental increase, considering the employee's qualifications, previous performance in their current job, and those factors outlined in subsection (A). In no instance shall an appointment be made above midpoint of the wage range, except to executive positions or if the current wage of a non-executive employee who accepts a promotion is above the midpoint of the new wage range. If the current wage of an employee who accepts a promotion is above the midpoint of the new wage range, and the employee is being promoted into a non-executive position, the employee may receive up to a 3% increase from their current rate of pay.~~ Advancement to the maximum wage rate by subsequent promotion will be on the same basis as described in § 3.40.060.

Comment [ER30]: This allows flexibility and is more consistent with new 302 wording. Combined with wording from section above.

(2) *Promotion following demotion in lieu of layoff.*

(a) If an employee is promoted back to ~~his/her~~*the employee's* former pay range within one year following a demotion in lieu of layoff, he/she shall be placed at that wage rate in the higher pay range which equates with ~~his/her~~*the employee's* pay rate prior to the demotion in lieu of layoff.

(b) If an employee is promoted within one year to a pay range lower than that which applied before a demotion in lieu of layoff, he/she shall be placed either at that wage rate in the new pay range which equates with the pay rate prior to the demotion in lieu of layoff or to the maximum pay rate in that new pay range, whichever is lower.

~~(3) Promotion which recognizes exceptional skill and qualifications. Promotion is defined as the movement of an employee from one class and wage range, to a different class at a higher wage range, as the result of being selected for a position through the job posting process. If an employee demonstrates that he/she holds qualifications significantly above the minimum required for a promotional opportunity, and the employee has demonstrated above average performance in the execution of their current job, then, upon the recommendation of the Department Director and the Personnel Officer, and upon the approval by the City Manager, the promotional increase may be granted that exceeds the minimum of the new wage range or 3%. But in no case will it exceed the midpoint of the new range.~~

Comment [ER31]: Integrated into promotion section.

(C) *Transfer.*

(1) When an employee is assigned to a new position in the same class and wage range and department, he/she shall be transferred at the same pay rate he/she was receiving before the transfer.

(2) When an employee is assigned to a new position in a different class or department, but at the same wage range, ~~his/her~~the employee's pay rate in the range of the new position shall be the same pay rate which the employee was receiving before he/she was transferred.

(D) *Demotion.* When an employee is demoted, ~~his/her~~the employee's pay rate in the range for the lower class shall be that pay rate which is determined by the Department Director and the Personnel Officer, and approved by the City Manager.

(E) *Reclassification.*

(1) An employee occupying a position which has been reclassified to a class which carries a higher pay range at a pay rate equal to or greater than the employee's pay rate prior to reclassification.

(2) When a position is reclassified to another class at the same level, the employee shall have no change in status.

(3) An employee occupying a position which has been reclassified to a class which carries a lower pay range shall be treated as follows:

(a) If ~~his/her~~the employee's present pay rate is the same as that of any pay rate in the lower range, he/she shall enter the lower range at that rate;

(b) If the present pay exceeds the maximum pay rate for the lower class, the employee's pay rate shall remain the same until the employee is eligible for advancement within the pay range pursuant to § 3.40.050(B).

§ 3.40.060 ADVANCEMENTS WITHIN A PAY RANGE.

On July 1 following the annual performance evaluation, an employee's salary may be increased by an amount previously ~~apperved~~approved by the City Council. A merit increase must be earned and is not granted automatically. Merit increases shall be based upon objective evaluation of an employee's work performance, recorded on a performance evaluation report. When the overall report shows a satisfactory or higher rating, and when it is shown that the employee has demonstrated satisfactory performance of a progressively greater value to the city, a merit increase shall be approved.

Comment [ER32]: 5/3 Correcting the spelling.

(A) Such advancement may be made annually until the employee has reached the maximum pay rate of the salary range for ~~his/her~~the employee's position. During the first year of employment, an employee may be advanced to a higher pay rate on the July 1 following the date of hire only if ~~his/her~~the employee's date of hire is before April 1. For employees hired after April 1, but before June 30, eligibility for a merit increase shall be October 1 of that year, and then July 1 thereafter. During a year when the wage range is increased, employees hired between April 1 and June 30 shall also move up to the new minimum of the wage range on July 1, in which case they will not be eligible for an increase on October 1.

(B) When an employee reaches the maximum pay rate in their pay range, or if the percentage increase granted to other employees who are still within their pay ranges will cause the employee to reach or exceed the maximum pay rate in their pay range merit increases equal to one-half the percentage increase granted to other employees who are still within their pay ranges may be granted annually on July 1.

(C) When the Department Director determines that an employee has not demonstrated satisfactory performance of a progressively greater value to the city during ~~his/her~~the employee's past merit anniversary year, the Department Director may defer the merit increase for a stipulated time during which certain specific improvements must be made, or deny the increase. Notice of such deferral and reasons shall be given to the employee on the performance evaluation report. The deferred merit increase may be approved any time during the deferral period that the Department Director determines that the employee has demonstrated satisfactory improvement.

(D) Cost of living increases may be authorized by the City Council by non-code ordinance. All employees shall be entitled to receive the full cost of living percentage increase even if this increase will cause an employee's pay to exceed the maximum pay in their pay range.

(Am. Ord. 99-01, passed 3-9-99; Am. Ord. 2001-22, passed 11-13-01)

§ 3.40.070 ACTING IN A HIGHER POSITION.

Upon approval by the City Manager, or their designee, when an employee has been named to fill an Acting Appointment and performs the duties and responsibilities of their current position and an executive, supervisory or managerial position ~~or of a position~~ for which specified minimum certifications are identified in the job description for the position for a period of five or more working days, then the employee may receive ~~the minimum of the wage range, not to exceed a 10% increase, of the position for which the employee is performing duties and responsibilities or a 3% increase~~ in the employee's current rate of pay, effective as of the X working day of acting in the higher position, whichever is higher.

(Am. Ord. 99-01, passed 3-9-99)

§ 3.40.080 EFFECTIVE DATE OF CHANGE IN PAY.

The effective date of a change in pay due to personnel actions shall be as follows:

(A) *Regular merit increases.* July 1, or October 1 of the first year of employment if hired between April 1 and June 30 of that year, or such later date as a deferred increase is acted upon.

(B) *Promotions, demotions and reinstatements.* The date the personnel action is intended to take effect as indicated on the relevant personnel action form, or such later date as indicated by the City Manager.

CHAPTER 3.44: HOURS OF WORK

Comment [ER33]: Standardize the rate of pay for Acting, and highlight that it is because employee is doing two jobs for a temporary amount of time. Intended for use when an employee steps up to serve as a director, supervisor or managerial positions. Refinements to come.

Section

- 3.44.010 Hours of work
- 3.44.020 Overtime procedures
- 3.44.030 Time and one-half overtime
- 3.44.040 Exceptions for shift rotation
- 3.44.050 Call out time
- 3.44.060 Recognized city holidays
- 3.44.070 Holidays falling on a regularly scheduled day off
- 3.44.080 Holiday during personal leave
- 3.44.090 Computation of holiday pay

§ 3.44.010 HOURS OF WORK.

(A) Unless otherwise provided in subsection (B) or specifically stated in the job description, regular working hours of city employees shall consist of a five-day week, eight hours a day, forty hours a week. The standard work week shall consist of the period from midnight Sunday to the following midnight Sunday. The standard work day shall consist of the period from midnight to midnight.

(B) Different schedules to meet department operation needs may be established by Department Directors with the approval of the City Manager. Temporary shifting of employee's working hours to meet routine needs may be done as necessary and approved by the Department Director.

§ 3.44.020 OVERTIME PROCEDURES.

Overtime payment will be received by all employees except for those employees who, by the nature of their work, are deemed by the city to be overtime exempt. All overtime worked must have the approval of the Department Director, or his/her designee, prior to its performance. All overtime records are subject to review by the City Manager. Department Directors will seek to minimize overtime wherever practicable. Overtime shall be scheduled as fairly and equally as practicable among employees, based first on qualifications to perform the work and secondly on seniority.

§ 3.44.030 TIME AND ONE-HALF OVERTIME.

Overtime hours shall be paid and shall be defined as follows:

(A) Hours worked in excess of eight regular time hours worked in one day if working a five-day work week shall be paid at time and one-half. Hours worked in excess of ten regular time hours worked in one day if working a four-day work week shall be paid at time and one-half.

(B) Hours worked, ~~including observed holidays (other than floating holidays),~~ in excess of forty regular time hours of hours worked shall be paid at time and one-half. ~~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 worked shall not count as hours worked within the meaning of this section.~~

(C) Hours worked on recognized city holidays shall be paid at time and one-half, in addition to holiday pay.

(D) ~~All overtime must be approved by the supervisor and the Director prior to its performance.~~

Comment [ER34]: Consistent with labor law and other CBA's.

§ 3.44.040 EXCEPTIONS FOR SHIFT ROTATION.

An exception to overtime pay for work over eight regular hours in a twenty-four hour period is that due to shift rotation, provided there has been off time of at least eight hours between shifts.

§ 3.44.050 CALL OUT TIME.

Once an employee's shift is completed and ~~he/she~~ ~~the employee~~ has physically left the confines of ~~his/her~~ ~~the employee's~~ centralized work area, any call out for additional work will be at the overtime rate of time and one half for a minimum of two hours time accrual.

§ 3.44.060 RECOGNIZED CITY HOLIDAYS.

(A) The following days shall be recognized as holidays with pay for all employees in regular full-time, ~~and~~ regular part-time, ~~and regular seasonal~~ positions who are in pay status the day before and the day following such days:

New Year's Day

Martin Luther King's Birthday - Third Monday in January

President's Day - Third Monday in February

Memorial Day - Last Monday in May

Independence Day

Labor Day

Veteran's Day - November 11

Thanksgiving Day

Christmas Day

(B) Each regular full-time, ~~and~~ regular part-time, ~~and regular seasonal~~ employee is entitled to up to three floating holidays. An employee will be entitled to a floating holiday if the employee is in a regular full-time, ~~or~~ regular part-time, ~~regular seasonal~~ position in pay status the day before and the day following Lincoln's Birthday (2/12), Seward's

Day (last Monday in March) or Alaska Day (10/18). Floating holidays may be used only on or after the holiday itself, and upon approval of the Department Director. Floating holidays do not accrue past December 31 of the year in which they occur. Hours not used by this date will be cashed out to the employee in the pay period ending December 31. This cash out will be based on the employee's rate of pay on December 31 and will not be counted as one of the employee's Personal Leave cash outs. Employees must be employed with the City on December 31 to receive the cash out for unused floating holiday hours. Hours will not be eligible for cash out for end of employment separation and they are not included in cash-in provisions.

Comment [ER35]: Consistent with CBA's

§ 3.44.070 HOLIDAYS FALLING ON A REGULARLY SCHEDULED DAY OFF.

When a recognized holiday falls on a regularly scheduled day off, ~~the an~~ employee classified as non-exempt shall receive off either the work day immediately preceding or a work day during the week immediately following the regularly scheduled day in lieu of the holiday. If the day in lieu of the holiday is worked, pay shall be computed pursuant to § 3.44.030(C).

§ 3.44.080 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.

§ 3.44.090 COMPUTATION OF HOLIDAY PAY.

For regular full-time and regular full-time seasonal employees, holiday pay is computed for as the actual eight hours a day the employee would normally have worked on that particular day. For regular part-time, or regular part-time seasonal employees, holiday pay is computed based on the number of hours in pay status in the current pay period, excluding overtime, as a percentage of full-time as four hours a day. Temporary, seasonal, emergency hire, and regular less than part-time employees are not eligible for holiday pay.

Comment [ER36]: Improvement for calculation proposes.

CHAPTER 3.48: RETIREMENT, INSURANCE AND MEDICAL BENEFITS

Section

3.48.010 Retirement

3.48.020 Insurance and medical benefits

§ 3.48.010 RETIREMENT.

All regular full-time employees are required to participate in the State of Alaska Public Employees Retirement System. The city will contribute an amount as determined by the state's retirement actuaries. All regular full-time employees and regular part-time

employees, who work at least thirty hours per week must enroll immediately upon accepting employment with the city.

(Am. Ord. 99-01, passed 3-9-99)

§ 3.48.020 INSURANCE AND MEDICAL BENEFITS.

(A) All regular full-time employees, and all regular part-time employees of the city who were regular part-time employees of the city as of March 9, 1999. Subject to insurability requirements as defined in the city health insurance summary plan description shall be covered by the group policy at no expense to the employee.

(B) All regular part-time employees of the city who began employment with the city after March 9, 1999 in that status and who are hired for a position budgeted for at least 20 hours but less than 40 hours per week subject to insurability requirements as defined in the city health insurance summary plan description and as administered by the trust administrator may, at the employees option, to the extent allowed by the city health insurance plan, be covered by the group policy but shall pay one-half of the premium for said coverage.

~~(C) All regular part-time employees who began employment with the city after March 9, 1999 in that status and who work less than 20 hours per week may, at the employees option to the extent allowed by the city health insurance plan and subject to insurability requirements as defined in the health insurance summary plan description and as administered by the trust administrator, be covered by the group policy but all premiums for said coverage shall be paid solely by the employee.~~

Comment [ER37]: This is not possible per our insurance.

(DC) Temporary, ~~seasonal, and~~ emergency hire, ~~and regular less than part-time~~ employees are not eligible for health insurance benefits.

(Am. Ord. 99-01, passed 3-9-99)

CHAPTER 3.52: LEAVE

Section

3.52.010 Personal leave accrual plan

3.52.020 Personal leave accrual while employee is on paid leave

3.52.030 Computation of personal leave accrual for regular part-time employees

3.52.035 Regular less than part-time employees leave accrual

3.52.040 Temporary, Seasonal, or Emergency appointments personal leave accrual

3.52.050 Personal leave use

3.52.060 Personal leave bank

3.52.070 [RESERVED]

- 3.52.080 Personal leave cash in possibilities
- 3.52.090 Recognized holiday during personal leave period
- 3.52.100 Personal leave payment upon separation
- 3.52.110 Leave without pay
- 3.52.120 Change of anniversary date because of leave without pay
- 3.52.130 Unauthorized leave
- 3.52.140 Education leave with pay
- 3.52.150 Military leave
- 3.52.160 Disability leave/family and medical leave
- 3.52.180 Workers compensation leave
- 3.52.190 Death in the immediate family
- 3.52.200 Jury leave

§ 3.52.010 PERSONAL LEAVE ACCRUAL PLAN.

~~(A) Existing full-time employees. All regular full-time employees who were regular full-time employees as of March 9, 1999 and who are eligible to accrue leave shall accrue personal leave at the rate of:~~

~~(1) First year of service beginning on the date of hire and ending on the date before the first anniversary date, 22 hours per month.~~

~~(2) Second, third and fourth years of service beginning on the first anniversary date and ending on the day before the fourth anniversary date, 28 hours per month.~~

~~(3) Fifth year and beyond beginning on the fourth anniversary date and ending on the date of separation from city service, 32 hours per month.~~

~~(BA) Newly hired full-time employees. All regular full-time employees who commence employment with the city after March 9, 1999, and who are eligible to accrue leave, shall accrue personal leave at the rate of:~~

(1) First and second years of service beginning on the date of hire and ending on the date before the second anniversary date, 16 hours per month.

(2) Third and fourth years of service beginning on the third anniversary date and ending on the day before the fourth anniversary date, 20 hours per month.

(3) Fifth and sixth years of service beginning on the fourth anniversary date and ending on the date before the sixth anniversary date, 24 hours per month.

(4) Seventh and eighth years of service beginning on the sixth anniversary date and ending on the date before the eighth anniversary date: 28 hours per month.

Comment [ER38]: Anyone employed in 1999 would be at the 32 hour point now.

(5) Ninth year of service and beyond beginning on the eighth anniversary date and ending on the date of separation from city service, 32 hours per month.

(CB) Accrued unused personal leave shall not exceed 768 hours. Once any employee has accrued 768 hours of unused personal leave, the employee shall stop accruing personal leave until the employee's accrued unused personal leave is less than 768 hours.

(Ordinance No. 97-17; Am. Ord. 99-01, passed 3-9-99; Am. Ord. 2001-20, passed 10-9-01)

§ 3.52.020 PERSONAL LEAVE ACCRUAL WHILE EMPLOYEE IS ON PAID LEAVE.

Personal leave continues to accrue during the period of time an employee is on paid leave. Personal leave does not accrue during the period of time an employee is on leave without pay.

§ 3.52.030 COMPUTATION OF PERSONAL LEAVE ACCRUAL FOR REGULAR PART-TIME EMPLOYEES.

All employees holding regular part-time positions ~~who work at least 20 hour per week shall accrue personal leave at half a proportion of an equivalent full-time position. The proportion shall be computed by dividing the number of actual hours in pay status, excluding overtime, in the current pay period of a part-time position by the number of normal work hours of an equivalent full-time position. All employees holding regular part-time positions who work less than 20 hours per week shall not accrue personal leave.~~

Comment [ER39]: Improve efficiencies of calculations.

(Am. Ord. 99-01, passed 3-9-99)

§ 3.52.035 REGULAR LESS THAN PART TIME EMPLOYEES LEAVE ACCRUAL.

~~Regular less than part-time employees shall not accrue personal leave.~~

§ 3.52.040 TEMPORARY, SEASONAL, OR EMERGENCY APPOINTMENTS PERSONAL LEAVE ACCRUAL.

Employees hired by temporary, ~~or~~ seasonal ~~or emergency~~ appointment shall not accrue personal leave.

Comment [ER40]: Clarification that Seasonal and Emergency hires not accrue personal leave.

(Am. Ord. 99-01, passed 3-9-99)

§ 3.52.050 PERSONAL LEAVE USE.

(A) Upon successful completion of six months of continuous employment with the city, an employee may request to use accrued personal leave for non-medical purposes at any time that will not be detrimental to department operations and subject to the approval of the Department Director. Prior to completion of six months of continuous employment with the city an employee may be granted personal leave benefits for non-medical purposes, as determined by the Department Director and approved by the City Manager.

(B) Accrued personal leave may be used when the employee is sick or injured. Any absence on personal leave for medical purposes may be required to be certified by a licensed medical professional.

~~(C) At least 80 hours of personal leave must be used after the first complete calendar year worked and every calendar year thereafter pursuant to § 3.52.050(A).~~

(Ordinance No. 97-17)

(D) Personal leave does not accrue until the end of each pay period. Personal leave may not be used before the personal leave has accrued. Personal leave that will accrue during any particular pay period may not be used during the pay period in which the personal leave will accrue.

(Ordinance No. 97-17; Am. Ord. 99-01, passed 3-9-99)

§ 3.52.060 PERSONAL LEAVE BANK.

An employee may voluntarily donate unused personal leave he/she has accrued to another employee of the city who ~~requires an extended absence from work and is in danger of exhausting all his/her personal leave due to a~~ ~~is seriously illness or injured injury, or has~~ an immediate family member who is seriously ill or injured, or ~~is attending to a death in his/her immediate family, requiring absence from work for more than 20 consecutive days and has exhausted all his/her personal leave.~~ Personal leave which is being donated under this section shall be donated at the donating employee's current rate of pay and that sum of money shall be paid to the city employee to whom the sick leave is being donated. All taxes and other required withholdings from pay are the responsibility of the employee receiving the donation. Any unused portion of donated leave remains with the employee receiving the donation.

Comment [ER41]: Minor revision to assist in the timing of leave donations. Can donate when leave still exists.

§ 3.52.070 [RESERVED]

§ 3.52.080 PERSONAL LEAVE CASH IN POSSIBILITIES.

(A) After 12 months of continuous service, an employee may cash in personal leave two times per fiscal year, provided that the employee shall retain at least 80 hours of leave in ~~his/her~~ the employee's account.

(B) In addition to the provisions in this section, cash in lieu of accrued personal leave may be obtained under emergency conditions, as defined in § 3.04.010(K), outlined in writing and approved by the City Manager.

§ 3.52.090 RECOGNIZED HOLIDAY DURING PERSONAL LEAVE PERIOD.

A recognized holiday occurring when an employee is on personal leave status shall be counted as a holiday.

§ 3.52.100 PERSONAL LEAVE PAYMENT UPON SEPARATION.

Upon separation, accrued personal leave shall be paid in a lump sum to employees with 12 months of continuous employment with the city.

§ 3.52.110 LEAVE WITHOUT PAY.

(A) Leave without pay may be granted to an employee upon recommendation of the Department Director and approval of the City Manager, or ~~his/her~~ designee. 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, 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 month of leave without pay beyond the end of the calendar month in which leave without pay status began. Employees remain responsible for required and voluntary deductions and shall make alternate arrangements when they are in leave without pay status.

(B) Leave without pay may be authorized to include time to complete formal undergraduate or advanced degree requirements. Employees who have demonstrated above average performance with the city for a minimum of two years shall be considered for such leave, providing the work situation permits a temporary absence without serious effect upon the department's operations. A maximum of one year of college work, or the equivalent thereof, may be granted in such cases. No benefits shall accrue while on this type of leave without pay.

§ 3.52.120 CHANGE OF ANNIVERSARY DATE BECAUSE OF LEAVE WITHOUT PAY.

If an employee uses more than 30 calendar days of leave without pay during an anniversary year, ~~his/her~~ the employee's anniversary and length of service dates shall be extended by the number of days such leave without pay exceeds 30.

§ 3.52.130 UNAUTHORIZED LEAVE.

Any absence not authorized and approved in accordance with provisions of these regulations shall be without pay for the period of the absence and shall be grounds for disciplinary action, up to and including termination for abandonment of job.

§ 3.52.140 EDUCATION LEAVE WITH PAY.

Leave with pay, not to exceed three months, may be authorized to include time to complete advanced training programs. Should an employee voluntarily terminate prior to working one year after completion of an approved training program, other than a mandatory program, the employee shall reimburse to the city all costs directly related to the training program.

§ 3.52.150 MILITARY LEAVE AND FURLOUGH.

(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

Comment [ER42]: Expanded section.

leave. An employee ordered to attend additional periods of military duty may take personal leave or leave without pay for such duty, subject to Sections 3.52.050 and 3.52.110 of this Title. 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 employee'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 fulfil the employee's military commitment. Upon discharge from active duty service, an employee shall be re-hired in the same or similar position that he or she would have had attained if the employee had not been absent (including seniority credit), provided the employee (i) is qualified to perform the job, (ii) re-applies for the position within the time required by the Uniform Service Employment and Reemployment Rights Act (USERRA), and (iii) is otherwise eligible and entitled to be re-hired for the position under USERRA.

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

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

An employee placed on military furlough may be replaced by a regular or temporary employee at the discretion of the City depending on the needs of the department and the anticipated duration of the leave. A former employee who is eligible and applies to be re-hired pursuant to this section shall be given priority to his or her former position as required by AS 39.20.3350 and USERRA notwithstanding any other provision of, 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.

~~Employees shall be granted military leave consistent with applicable law.~~

§ 3.52.160 DISABILITY LEAVE/FAMILY AND MEDICAL LEAVE.

(A) An eligible employee shall be granted leave during periods of non-occupational disability, or other medical condition of the employee or eligible members of ~~his/her~~the employee's family, consistent with applicable federal and state statutes and regulations regarding Family and Medical Leave, if a certified medical professional certifies that the employee's, or eligible family member's, condition prohibits a return to work.

(B) Upon return to work, the employee will be restored to the previous departmental classification without loss of seniority, upon the city's verification of written release of the certified medical professional.

(C) Disability leave shall be charged first to personal leave and then to leave without pay for the balance of the disability period.

§ 3.52.180 WORKERS COMPENSATION LEAVE.

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

§ 3.52.190 DEATH IN THE IMMEDIATE FAMILY.

Paid bereavement leave not to exceed ~~five~~seven days may be used upon the death of the employee's family members as defined in § -3.04.010(Q) or for the related burial or memorial services. Recognizing that "family" does not always conform to the definitions of § 3.04.010(Q), an employee may utilize paid bereavement leave for the death of individuals who acted in a parental capacity to the employee by completing the immediate family member form that will be included in the employee's personnel file. ~~Bereavement leave will not be deducted from the chargeable leave account.~~

Comment [ER43]: IN keeping with other CBA's and recommendation from 2013 compensation study

§ 3.52.200 JURY LEAVE.

(A) Jury duty shall be treated as jury leave, without loss of ~~seniority~~longevity, personal leave, or pay. In order to be entitled to jury leave, the employee shall provide the their Department Director with written proof of the requirement of ~~his/her~~their presence for the hours claimed. Fees paid by the court, other than travel and subsistence allowance, while the employee is on jury leave shall be turned in for deposit to the City. For jury duty that occurs on the employee's normal non-work days, fees paid by the court may be retained by the employee.

(B) Service in court when subpoenaed as a witness on behalf of the city, or when called as an expert on a matter of city concern or relating to a municipal function, will be treated the same as jury duty. Witness service for purposes other than just described will be covered by personal leave or leave without pay, and any fees received may be retained by the employee.

Comment [ER44]: In keeping with 302 CBAs. Clarifies what to do with fees paid to employee and use of leave.

CHAPTER 3.56: EXECUTIVES

Section

3.56.010 Classification

- 3.56.020 Recruitment and appointment
- 3.56.030 Compensation
- 3.56.040 Leave
- 3.56.050 Dismissal, demotion and suspension
- 3.56.060 Demotion upon request
- 3.56.070 Exception to rules
- 3.56.080 Severance pay
- 3.56.090 Resignation

§ 3.56.010 CLASSIFICATION.

Executive positions shall be included in the classification plan and allocated to an executive pay level as defined in the pay plan. Should the City Manager reassign the duties of an executive position in such a manner as to necessitate placement at a higher or lower executive pay level, such action shall require approval of the City Council.

§ 3.56.020 RECRUITMENT AND APPOINTMENT.

Executive positions by their nature and complexity are not subject to the normal procedures of recruitment and selection applicable to classified service positions. The City Manager may utilize any appropriate recruitment and referral sources and techniques, including, but not limited to, offering a lump sum payment **of a hiring bonus** not to exceed \$10,000 less applicable withholdings to obtain the highest caliber employees for these positions and may appoint whomever the City Manager has determined can best discharge the duties of an executive position at **his** ~~their~~ discretion. Any lump sum payment shall be contingent on agreement of the employee to reimburse the full amount of the incentive payment if the employee resigns before the employee's first anniversary date.

Comment [ER45]: Clarifies what this is called.

(Am. Ord. 2006-22, passed 12-12-06)

§ 3.56.030 COMPENSATION.

(A) Executive positions are assigned to an executive pay level based on the relative responsibility of the position.

(B) Executive employees shall be evaluated annually. The employee's performance must be rated at least satisfactory in order to be eligible for consideration of a wage increase on July 1 (or as otherwise provided for as defined in 3.40.060(A)) following the annual evaluation. The granting of an annual wage increase is a merit increase based on performance and not an automatic longevity increase. Merit wage increases for executive employees shall be provided only if the City Council by non-code ordinance adopted during consideration of the annual budget has authorized merit wage

increases. Said increases shall be limited to the amount provided by the City Council. When an executive employee reaches the maximum pay rate in their pay range or if the percentage increase granted to other employees who are still within their pay ranges will cause the executive employee to reach or exceed the maximum pay rate in their pay range, merit increases equal to one-half the percentage increase granted to other employees who are still within their pay ranges may be granted annually on July 1. During the first year of employment, an executive employee will be advanced to a higher pay level on the July 1 following the date of hire only if ~~his/her~~the employee's date of hire is before April 1.

(C) ~~With the exception of a hiring bonus, cost of living adjustments, merit increases, and travel allowance authorized by City Council,~~ Bbonuses and special merit awards are not available to executive employees.

Comment [ER46]: Clarified expectation.

(D) ~~Before an executive employee may be hired, the proposed~~The negotiated salary and any hiring incentive for executive employees shall be reported to the City Council upon the acceptance of the office letter.

Comment [ER47]: Clarifies expectation.

(Am. Ord. 99-01, passed 3-9-99; Am. Ord. 2006-22, passed 12-12-06)

§ 3.56.040 LEAVE.

The provisions of Chapter 3.52 shall govern leave for executive employees.

§ 3.56.050 DISMISSAL, DEMOTION AND SUSPENSION.

(A) Employees occupying an executive position are appointed by the City Manager, and serve at the Manager's discretion. The City Manager may dismiss, demote or suspend any employee occupying an executive position for any reason with or without just cause.

(B) ~~For an executive employee who began employment in that status after March 9, 1999, a~~Any dismissal, demotion or termination of an executive employee without cause will be taken only after first placing the executive employee on paid leave for a period of up to five days during which time the City Manager shall consult with the City Attorney and any dismissal, demotion or termination with cause will be taken only after: 1) provision of a written statement of reasons for termination with cause to the executive employee at least five (5) days before the effective date of termination; and 2) consultation with the City Attorney and City Council in executive session with the City Manager present and unless the executive employee requests a public discussion. The executive employee will be provided an opportunity to respond to the statement of reasons both in writing and in person either in a public session or an executive session at the employee's option. The final decision on dismissal of an executive employee will be made by the City Manager. present if the employee so chooses.

Comment [ER48]: City Attorney Recommendation for insurance and legal requirements.

~~(C) For an executive employee who was employed in that status on March 9, 1999, any dismissal, demotion or termination will be taken only after consultation with the City Council in executive session with the City Manager present, and the executive employee present if the employee so chooses.~~

(DC) An executive employee who is demoted to a classified service position shall serve a probationary period.

Comment [ER49]: 5/2 No one fits this definition. Section adjusted accordingly.

(Am. Ord. 99-01, passed 3-9-99)

§ 3.56.060 DEMOTION UPON REQUEST.

An executive employee who previously held status in the classified service and who requests demotion, may be placed in a vacant classified position at the same or a lower level position than the one in which status was previously held.

§ 3.56.070 EXCEPTION TO RULES.

The requirements of this chapter apply fully to all executive employees and are the only rules ~~other than the sections listed in 3.04.040,~~ which apply to executive employees except as otherwise provided by this title.

Comment [ER50]: Clarification that other sections do apply, 3.04.040 addresses the scope.

§ 3.56.080 SEVERANCE PAY.

~~(A) An executive employee who was employed by the city in that status as of March 9, 1999 and who is dismissed without just cause shall receive severance pay in an amount equal to 24 weeks of the executive employee's pay rate at the time of dismissal.~~

~~(BA) An executive employee who began employment with the city after March 9, 1999 and~~ who is dismissed without just cause shall receive severance pay in an amount up to 12 weeks of the executive employee's pay rate at the time of dismissal.

~~(CB)~~ The City Manager shall report all instances in which severance pay is granted in a public document to the City Council.

Comment [ER51]: No one fits this definition. Section adjusted accordingly.

(Am. Ord. 99-01, passed 3-9-99)

§ 3.56.090 RESIGNATION.

(A) An executive employee who desires to resign shall give at least 30 days written notice to the City Manager.

(B) An executive employee may withdraw ~~his/her~~their resignation only with the approval of the City Manager.

CHAPTER 3.60: MISCELLANEOUS PROVISIONS

Section

- 3.60.010 Tuition refunds
- 3.60.020 Gifts and gratuities
- 3.60.030 Outside employment
- 3.60.040 Prohibition from service as an elected or appointed official
- 3.60.050 Employment of family members

- 3.60.060 Moving expenses for new employees
- 3.60.070 City vehicle policy
- 3.60.080 City housing policy
- 3.60.090 Individual employment agreements
- 3.60.100 Drug free workplace
- 3.60.110 Harassment
- 3.60.120 Travel allowance

§ 3.60.010 TUITION REFUNDS.

In the event an employee successfully completes course work considered to be of benefit to the city, consideration shall be given toward reimbursement of up to 100% of the tuition expense in accordance with the Tuition Reimbursement policy. In order to receive consideration for reimbursement of tuition, the employee shall obtain the written concurrence of his-/her/ Department Director that the proposed course is related to the employee's present duties, and that successful completion of the course will be of mutual benefit to both the city and the employee involved. This concurrence shall be obtained before beginning the pertinent course of study. The Department Director shall render his/her/their decision on this matter prior to the commencement of the requested class. The employee shall also sign an agreement that the reimbursed tuition will be returned to the city in the event of separation from city employment within 12 months from the date of completion of the course. Upon successful completion of the course involved, the employee shall furnish his Department Director with evidence of successful completion and amount of course fee.

Comment [ER52]: Adding a reference to the policy.

§ 3.60.020 GIFTS AND GRATUITIES.

It shall be the responsibility of each city 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, 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 any employee shall knowingly accept 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.

§ 3.60.030 OUTSIDE EMPLOYMENT.

(A) —No employee shall engage in any other employment, whether public, private or self-employment during scheduled work hours, nor shall any employee engage in any other employment outside scheduled work hours if such

employment conflicts with the city's interests or adversely affects the employee's availability and usefulness. Employees are required to discuss any outside employment intentions with their supervisor prior to assuming such employment.

~~(B) Prior to accepting outside employment, an employee shall complete and submit a notice of outside employment form that will be included in the employee's personnel file.~~

~~(C) An employee shall not accept outside employment without written approval of their supervisor.~~

~~(A)(D) A supervisor shall not approve outside employment related to potential or existing city contracts for which the employee requesting approval may participate in that person's capacity as a city employee.~~

Comment [ER53]: City Attorney Recommendation

§ 3.60.040 PROHIBITION FROM SERVICE AS AN ELECTED OR APPOINTED OFFICIAL.

(A) No employee shall be allowed to remain an employee and serve as an elected or appointed Mayor or City Council member.

(B) No employee shall be appointed as a member to the City of Unalaska Planning Commission or Platting Board. Any member of the City of Unalaska Planning Commission or Platting Board who accepts employment with the city shall be deemed to have submitted a resignation from the Commission or Board effective the date of employment.

§ 3.60.050 EMPLOYMENT OF FAMILY MEMBERS.

No person may be employed in a position directly supervised by a family member; this provision, however, does not prevent continued employment with the city of persons who are employed at the time of adoption of this section. Additionally, family members shall not be placed in a position such that one member is required ~~or authorized~~ to review the work, personnel documents, expense account or time records of another family member. Should such situations arise the review shall be done by a non-family member.

Comment [ER54]: City Attorney Recommendation. Clarifies that the ban on review of family member work, personnel documents etc. is not a prohibition on employment but a prohibition of conducting the review.

§ 3.60.060 MOVING EXPENSES FOR NEW EMPLOYEES.

(A) Whenever, in the opinion of the City Manager, it is necessary to recruit qualified employees from outside the city, the ~~city employee will receive a lump sum payment not to exceed \$5,000, less applicable withholdings, to assist with moving related expenses, shall reimburse the employee for actual and necessary moving expenses in an amount not to exceed \$3,500 for shipment of personal belongings, plus an additional \$500 for authorized moving expenses with supporting receipts,~~ plus airfare for the employee and dependents residing with the employee, as defined by the Internal Revenue Service.

(B) If the employee voluntarily leaves the employment of the city before completing 12 continuous months of employment, the employee will be required to repay the city for all moving expenses ~~reimbursed~~. The repayment of the moving expenses may be waived by the City Manager.

(C) The city shall be responsible for return transportation of an employee only as required by applicable state law.

~~—(D) Executive employees shall not be reimbursed for moving expenses.~~

(Am. Ord. 2006-22, passed 12-12-06)

§ 3.60.070 CITY VEHICLE POLICY.

The City Manager shall maintain a city vehicle policy which has been approved by resolution of the City Council.

§ 3.60.080 CITY HOUSING POLICY.

As long as the City Council considers the housing shortage within the community critical and deems it necessary for the city government to provide some housing accommodations for certain employees, then the City Council shall periodically adopt by resolution a city housing policy to be administered by the City Manager, or his/her designee.

§ 3.60.090 INDIVIDUAL EMPLOYMENT AGREEMENTS.

Any individual employment agreement between the city and the City Manager or between the city and any Department Director or professional employee which has been approved by the City Council supersedes the provisions of Title 3, except that within an individual employment agreement specific sections of this title may be incorporated by reference.

(Am. Ord. 2006-22, passed 12-12-06)

§ 3.60.100 DRUG FREE WORKPLACE.

The city will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 USC ~~8101~~701 et seq.).

§ 3.60.110 HARASSMENT.

~~—The city recognizes the right of all employees to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive or disruptive, including sexual harassment. It is the policy of the City of Unalaska to provide a work environment free from workplace bullying, harassment, and discrimination. All employees have the right to be treated with dignity and respect at work. Abusive or offensive conduct; workplace bullying or harassment; harassment of a sexual nature; and/or discrimination or harassment based on a protected characteristic is prohibited in the workplace. Employees shall not engage in workplace bullying, discrimination, or harassment of any kind toward any other employee or member of the public who enters the City workplace. The City of Unalaska and employees will comply with the requirements of Title VII Civil Rights Act of 1964; AS 18.80.220; Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990 as they relate to this subject.~~

Comment [ER55]: 5/13 Change increased the max from \$4,000 to \$5,000, and is a lump sum rather than reimbursement. Amount is consistent with 302 contracts and lump sum is often requested by employees, and would save on processing time. Allows for moving expense for executive employees, help with recruitment.

Comment [ER56]: City Attorney Recommendation

Comment [ER57]: Updated to be consistent with legal requirements and current practice.

§ 3.60.120 TRAVEL ALLOWANCE.

Upon completion of 12 consecutive months of regular full-time service and once during each anniversary year thereafter, regular full-time employees shall receive a travel allowance in the amount of ~~\$1,500~~ ~~2,000, less applicable withholdings.~~ ~~Upon completion of 12 consecutive months of regular part-time service and once during each anniversary year thereafter, regular part-time employees shall receive a travel allowance in the amount of \$1,000, less applicable withholdings, computed at a proportion of an equivalent full-time position. The proportion shall be computed by dividing the number of actual hours in pay status, excluding overtime, in the previous year of a part-time position by the normal work hours of an equivalent full-time position.~~ The travel allowance is included with the paycheck following the employee's anniversary date, ~~or on the employee's anniversary date if that day is a payday.~~ Only regular full and regular part-time employees are eligible for this travel allowance.

(Am. Ord. 99-01, passed 3-9-99; Am. Ord. 99-22, passed 10-12-99; Am. Ord. 2001-20, passed 10-9-01)

Comment [ER58]: Proposed change increases the amount for full time employees and is consistent with 302. Addresses the time and inconsistencies associated with calculating the travel allowance for regular part time employees. Clarifies that the payment is following the anniversary date. Also clarifies that this is only for regular full and part time employees, with part time employees getting half.

DRAFT

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2019-38

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HENNING CONSTRUCTION COMPANY TO PERFORM THE HENRY SWANSON HOUSE REHABILITATION PROJECT FOR \$85,000

WHEREAS, the Henry Swanson House Rehabilitation Project has been identified as necessary for the preservation of Unalaska's historic structures; and

WHEREAS, the City of Unalaska has approved funding for the construction of this Project; and

WHEREAS, Staff solicited quotes to perform the construction of the Project and received no bids for the work; and

WHEREAS, Staff negotiated a price for the work with Henning Construction Company, an experienced local contractor, which is fair and reasonable; and

WHEREAS, funding is available in the Project's budget to award the work.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to enter into an Agreement with Henning Construction Company to perform the Henry Swanson House Rehabilitation Project in the amount of \$85,000.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on July 23, 2019.

Frank Kelty
Mayor

ATTEST:

Marjie Veeder
City Clerk

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Tom Cohenour, Director, Department of Public Works
Through: Erin Reinders, City Manager
Date: July 23, 2019
Re: Resolution 2019-38: Authorizing the City Manager to enter into an agreement with Henning Construction Company to perform the Henry Swanson House Rehabilitation Project for \$85,000

SUMMARY: Resolution 2019-38 will award the Henry Swanson House Rehabilitation Project (MUNIS Project PW20B) to Henning Construction Company for \$85,000. The FY2020 CMMP includes this project which was funded by the General Fund and contains \$119,340 to support this Award. Inspection and contract administration will be performed in-house by the Department of Public Works. Staff recommends approval.

PREVIOUS COUNCIL ACTION: The FY2020 Capital Budget Ordinance No. 2019-18, approved and adopted on April 23, 2019, transferred \$119,340 from the General Fund into the Project's Budget.

BACKGROUND: The Henry Swanson House is listed on the City of Unalaska Historic Preservation Commission's Inventory of Historic Sites, which was adopted by the Planning Commission and approved by the City Council in 2003, and is also listed in the Alaska Heritage Resource Survey for its historically significant architecture and relevance. The Unalaska Comprehensive Plan, approved and adopted by the Planning Commission and the City Council on February 22, 2011, calls for the placement of interpretive signing and advocates for cost effective preservation, rehabilitation and adaptive reuse of this historic home.

DISCUSSION: The CMMP approved scope of work needed to keep the building in good repair includes lifting the entire building approximately 30" off the ground and constructing a solid perimeter foundation, and bringing the electric up to code as well as ensuring a reliable heat source to control humidity. The structure, including the roof, is in overall good condition and testing found no mold issues.

In May 2018, Department of Public Works staff requested quotes from three local contractors to perform rehabilitation work: Joe Henning Construction, Industrial Resources, Inc. and Northern Mechanical/Northern Alaska Contractors. None of the firms elected to provide a quote. Staff then approached Howard Henning of Henning Construction Company, who stated he would perform the work for \$85,000. Staff then brought forward the CMMP nomination for the Project, which was approved.

ALTERNATIVES: Council could choose to not award the work at this time and issue another Request for Quotes. Staff believes it is in the best interest of the City of Unalaska to award the work now in order to ensure preservation of the structure. The award amount is fair and reasonable, and postponing the work would most likely result in increased costs.

FINANCIAL IMPLICATIONS: The Project's budget is able to support this construction contract award.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends awarding the work to Henning Construction Company. Howard Henning is a known local residential contractor and has performed similar work in Unalaska many times.

PROPOSED MOTION: I move to approve Resolution 2019-38.

CITY MANAGER COMMENTS: The Henry Swanson House Rehabilitation project is in keeping with the Comprehensive Plan, is on the CMMP, and is included in the Capital Budget. I support moving forward with this project.

ATTACHMENTS:

- Attachment A: Proposal from Henning Construction Company
- Attachment B: Form of Agreement
- Attachment C: Supporting Statement from Ray Hudson

City of Unalaska

Subject-Henry Swanson house ,Scoop of work, New foundation

1. Excavate to install beams to raise house 3 ft
2. Excavate to disconnect utilities
3. Excavate for footing
4. Grade and compact for footing D-1 furnished by the city
5. Install forms for footing 10"x16"
6. Install steel $\frac{5}{8}$ rebor
7. Pour concrete, Install Anchor Bolts and strap tiedown to code
8. Strip Forms
9. Install treated ground penetration 2"x6" plates and studs 16" on center sheeted with $\frac{3}{4}$ inch treated plywood.
10. Install foundations walls with 2 inch styrofoam.
11. Install ground vapor barrier 6 mill under house
12. Rehook Sewer and water
13. Electrical hookup by city
14. Backfill grade and plant grass
15. Install landing and steps with treated wood.
16. Any floor joist rotten repair

Any unknown rotten repair on floor joist or plates will be at extra cost.

Bid 85,000.00

Howard D. Henning - 5-21-19

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between City of Unalaska (Owner) and
Henning Construction Company (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, staging areas, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 1. Henry Swanson House Rehabilitation Project which includes a new foundation and associated work as described in Attachment A.
 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located at Lot 8, Block 2, USS 1992, Tax Lot ID 03-07-312, 149 Broadway Avenue, Unalaska, Alaska.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Performance and Payment Bonds (if the Proposal exceeds \$50,000).
 - 3. Plans, Specifications and Other Supplemental Information.
 - 4. Price Proposal.
 - 5. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is **City of Unalaska Department of Public Works**

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed on or before **September 15, 2019** and completed and ready for final payment on or before **September 30, 2019**.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **\$100** for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. The right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated or actual damages because of any delays to the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to the following: acts of God or of the public enemy, acts of the Owner in contractual capacity, acts of another contractor in the performance of a contract with the Owner, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and delays of Subcontractors or Suppliers due to such causes. Any delay in receipt of materials on the site, caused by other than one of the specifically mentioned occurrences above, does not of itself justify a time extension. Provided, that the Contractor shall within twenty four (24) hours from the beginning of any such delay (unless the Engineer shall grant a further period of the time

prior to the date of final settlement of the Contract) notify the Engineer in writing of the cause of delay. The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when the findings of fact justify such an extension.

- B. Normal weather in Unalaska shall not be cause for time extension and the Contractor shall allow ample time in his schedule to accommodate normal weather delays.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. The Owner shall pay the Contractor for completion of the Work, in accordance with the this Contract, an amount equal to the sum of the established unit prices for each separately identified item of unit price work multiplied by the measured quantity of actual work completed plus the sum of the lump sum prices for each separately identified and selected lump sum item on the Price Proposal Form. Actual quantities installed will be determined by the Engineer. The Contract Sum of **\$85,000** is based upon the Price Proposal items set forth in this Contract which are hereby accepted by the Owner.

ARTICLE 6 - INSURANCE

6.01 Insurance

- A. Contractor shall provide insurance coverage for not less than the following amounts, or greater where required by Laws and Regulations:
 - 1. **Commercial General Liability Insurance:** \$1,000,000 per occurrence with a \$2,000,000 aggregate, including completed products and operations and personal liability insurance.
 - 2. **Automobile Liability Insurance:** \$1,000,000 Combined Single Limit Including owned, hired, and non-owned coverage.
 - 3. **Statutory Workers' Compensation and Employer's Liability Insurance:** \$1,000,000 Each Accident/Each Employee/Policy Limit.
 - 4. **A Waiver of Subrogation on the Commercial General Liability Insurance, Automobile Liability Insurance, Statutory Workers Compensation and Employers Liability Insurance, Insurance:** Contractor will hold the city harmless and provide a Waiver of Subrogation in favor of the Owner.
- B. Additional Coverages are required if they are within the scope of the Work:
 - 1. **Asbestos/Lead Abatement Insurance Coverage:** If a Contractor is contracting for asbestos and/or lead abatement work. Insurance with coverage for the services

rendered for the City including, but not limited to removal, replacement enclosure, encapsulation, and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage, and clean-up costs.

2. **Environmental/Pollution Liability Coverage:** If Automobiles Are to Be Used for Transporting Hazardous Material: Pollution liability broadened coverage (ISO endorsement CA 9948) and proof of MCS 90. Other environmental hazards associated with the scope of work.
 3. **Property:** For New Construction or Installation Projects All risk coverage using an Installation Floater or Builders Risk form with a total value of the construction cost. Name the city as Loss Payee. Provide Transit coverage in the amount of the value of the load. Property at Temporary Location in the amount of property at the temporary location, if applicable.
- C. The Contractor is required to provide the Owner with a Certificate of Insurance naming the Owner as Additional Insured prior to the commencement of any Work or use of Owner facilities. The failure to object to contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the Owner. Additional Insured status on the Commercial General Liability shall be through ISO Additional Insured Endorsement CG2010 11/04 or equivalent.
 - D. In the event the Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Contractor. All insurance required of the Subcontractor shall also name the Owner as an Additional Insured for all those activities performed within its contracted activities for the contract executed.
 - E. The Contractor acknowledges that failure to obtain such insurance on behalf of the City constitutes a material breach of Contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the Owner.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid

damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and

clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer prior to final payment for the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work in accordance with Federal and State Departments of Labor Occupational Safety and Health Act (OSHA) and other local, state, and federal regulations.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or adjacent to the Site who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations and Codes applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.

- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the Price Proposal will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.
- C. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below less any withholdings.
 - 1. Prior to Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90 percent of the Contract Price, less such amounts as the OWNER

shall determine, or the OWNER may withhold, in accordance with the Contract Documents.

2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 percent of the Contract Price, less such amounts as the OWNER shall determine, or the OWNER may withhold, in accordance with the Contract Documents.

14.03 Retainage

- A. The Owner may retain up to 10% of progress payments until the Work is substantially complete.
- B. All retainage shall bear interest at the rate required by AS 36.90.250 if applicable under AS 36.90.265.

14.04 Review of Applications for Payment

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract

Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2)

Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

CITY OF UNALASKA.:

BY: _____

BY: _____
Erin Reinders, City Manager

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on the ___ day of _____, 2019, by _____, the _____, of _____, on behalf of the corporation.

The foregoing instrument was acknowledged before me on the ___ day of _____, 2019, by Erin Reinders, the City Manager of the City of Unalaska, Alaska, a First Class Alaska Municipal Corporation, on behalf of the City of Unalaska.

Notary Public, State of _____
My Commission Expires: _____

Notary Public, State of Alaska
My Commission Expires: _____

Hi, Tom -
a bit of
info for your files -
Ray

6/5/2018

Attachment C
Resolution 2019-38
Supporting Statement from Ray Hudson

Supporting Statement
Nomination of the Henry Swanson House
Unalaska, Alaska,
to the National Register of Historic Places,
National Park Service

The House on Block 2, Lot 8, U.S. Survey No. 1992, Unalaska, Alaska

Henry told the Alaska Native Review Commission in 1984 that he bought his property in the 1930s from “a Norwegian fisherman fishing in Bristol Bay.” He explained that until 1938 there were few deeds within the town. “Even if you lived here for a hundred years,” he said, “you still didn’t own the land you lived on.” Property lines were set by fences. In 1938 “they gave deeds to the people. Whoever happened to be living on that piece of land, they got a deed to that lot. And Natives got restricted deeds to their lots.”¹

In 1942 the newly incorporated City of Unalaska had a tax assessment made by J. Dean King, a resident Methodist minister. Henry’s lot was valued at \$700. He had two houses on the lot, together valued at \$300. His houses were exempt from tax, but for the real estate he was assessed \$10.50. On June 26, 1942, his personal property was valued at \$145.00 (stove, \$40; furniture, \$25; radio, \$40; miscellaneous, \$20.00)² It is interesting that at the outbreak of the war in the Aleutians, Henry’s most valuable possessions were a stove and a radio.

Shortly after the conclusion of World War II, the present house replaced an earlier dwelling that had deteriorated during the war. Whether part of the original structure was incorporated into the present house remains to be determined. Certainly, the types of furnishings (wood or oil range, simple cupboards, table, and bed) reflect Henry’s lifestyle from the 1930s.

Historical Significance of Henry Swanson

Henry Swanson’s long life enabled him to participate in every important economic and social event in the Aleutians from the end of sea otter hunting, through World War II, and into the development of a strong Aleut community following the Alaska Native Claims Settlement Act. As the owner of two vessels in the 1920s and 1930s he became intimately familiar with the islands and waters of the Chain. Of particular significance was his willingness to share his knowledge. His extraordinary and accurate recall brought anyone doing research on the history, economics, or natural history of the islands to him. *The Unknown Islands: Life and Tales of Henry Swanson* (1982) excerpted passages from recorded interviews. A complete transcript of his talks and interviews is in process and will be an invaluable resource for future researchers. The value of Swanson’s oral histories are heightened because of the loss of so much

documentary material during the Aleut evacuation of World War II. Few paper documents survived the occupation of villages and the destruction of homes. The vast reservoir of his recorded interviews, coupled with their accuracy, makes him the most important figure in the preservation of 20th century Aleutian history.

Early Years

Henry Swanson was born in 1895. His father was an immigrant from Sweden after whom Swanson Lagoon on the north side of Unimak Island is named. His mother, Sophia Reinkin, was the daughter of a German immigrant, Adolph Reinkin, and Evdokia Shaiashnikov, a daughter of the great Aleut Orthodox priest Innokentii Shaiashnikov. Henry's first memories were of the arrival of miners on their way to the Klondike and Nome gold rushes. Following his father's drowning, Sophia Swanson was left with three children. During the measles epidemic of 1900 the Swanson family took shelter in the Jesse Lee Home, a Methodist-Episcopal orphanage. Sophia herself had been one of the first students to live at the Home in the early 1890s while her father and stepmother were living at Chernofski Village. Henry and his sisters continued to live at the Home until Sophia married the noted arctic captain Christian Pedersen.

Henry's school years shed light on the introduction of public education to the Aleutians. He attended the Bureau of Indian Affairs school as a resident of the Jesse Lee Home. He was "indentured" to the Home and his return to his mother's household resulted in significant correspondence involving the school, the deputy U.S. Commissioner, the Jesse Lee Home director, and Department of Interior officials. His subsequent four years at the Chemawa Indian School in Oregon provide an insight into both that institution and the status of Aleut children during the period 1910-1915.

In 1910 Henry was aboard the *Elvira* for several months on a sea otter hunt. The next year sea otter hunting closed for good. Henry's recollections of that event are very important, economically and ethnographically. Here, as elsewhere, the accuracy of his information has been confirmed by archival sources.

About a dozen Aleuts took part in World War One. Henry's service in the U.S. Navy included raising the first submarine in Hawaii, an early tour of duty in Panama, service on a transport across the Atlantic and on a destroyer in the North Atlantic. Again, his recollections of those years provide a unique addition to Alaskan history and illuminate the role of Alaskan Natives in the wider history of the nation.

Adult Years 1920 – 1940

Following his return from World War One, Henry became an active participant in the blue fox business. During his career, he (with various partners) leased several islands including Adak and Amatignak. In addition, he trapped on West Unalga, Kavalga, Great Sitkin, Samalga, and Uliaga. During these years he owned the *Alasco-4* and the *Kanaga Native*. Using these

vessels he dropped trappers off at various islands and picked them up. He became more familiar with Aleutian waters than probably anyone else alive. In 1940 he began breeding fox at Morris Cove on Unalaska Island. (See "Henry Swanson's Fox Farm" in Charles M. Mobley, *An Archaeological Study at Morris Cove, Unalaska Island, Alaska*. Charles M. Mobley & Associates, Anchorage. 1993: 25-28)

Henry's exceptional knowledge of all aspects of the Aleutian fox business, its repercussions on traditional Aleut villages and on the growing town of Unalaska (including the ways Aleut culture changed during these years), make it impossible to overvalue his contributions to our knowledge of this period. During the 1930s he also took part in government studies on the return of the sea otter.

(For examples of how Swanson material has contributed see *Introduction of Foxes to Aleutian Islands — History, Effects on Avifauna, and Eradication*, Edgar P. Bailey. United States Department of the Interior, Fish and Wildlife Service, Resource Publication 193, Washington, D.C. 1993; and, "Fox Trapping in the Aleutians", Henry Swanson and Raymond Hudson, in *The Aleutians*, Lael Morgan, editor, Alaska Geographic, Vol. 7, No. 3, 1980:123-129.)

World War Two

Although too old to enlist for military service, Henry's knowledge of the Aleutians soon allowed him to contribute to the defense of Alaska in World War Two. Among his first jobs for the military was to pilot a mapping vessel around the eastern Aleutians, specifically Unalaska Island. He witnessed the Japanese attack on Unalaska Island. He supplied outposts around the island and later did the same for outposts in the Adak area.

It was Henry Swanson who taught Carl "Squeaky" Anderson, the famous port commander, what he knew about the Aleutians.

He was present during the Battle of Attu and its aftermath. And, he was part of the decommissioning of military holdings at Unalaska.

Of particular importance to Swanson's World War recollections (and they are voluminous) is the fact that he was a civilian, an Aleut, a life-long resident of the Chain, and someone who lived through the long period of post-war recovery. Because of these factors, his observations provide a perspective on the events frequently missing from military history.

Post World War II

Although the village of Unalaska had incorporated as a first class city shortly after the outbreak of the war, a severe economic depression set in immediately after the withdrawal of troops and the return of Aleut civilians from their evacuation camps in Southeast Alaska. Henry was an early participant in the governmental affairs of the city and continued this participation well into the 1960s. Henry played an important role as a member of city government during the recovery from the war and the establishment of a firm economic base for the town. The details of his contribution have yet to be studied.

In 1971 Henry Swanson was one of three elders named in an injunction stopping the government sale of property at Unalaska. This action assured that following the passage of the Alaska Native Claims Settlement Act most if not all of the property would pass to the local Native corporation, the Ounalashka Corporation. This in turn assured the healthy development of the corporation. One result has been to guarantee a significant contribution by Aleut residents in the development of the community after a series of economic booms significantly altered the population of the town.

Conclusion

The preservation of the "Swanson House" will provide visitors and residents with a physical reminder of the transformative years 1930 to 1950. These were years in which the lives of Aleut people changed dramatically and during which the islands played a significant role in the nation's history. Henry Swanson's participation in the events of those years made him important to a generation. His recorded interviews, publications, and work with historians and scientists will continue his legacy into the future. The house where he lived and where so many of these interviews occurred is an important structure in our history.

Ray Hudson

15 South Gorham Lane

Middlebury, Vermont 05753

February 20, 2006

¹ *Transcript of Proceedings, Village Meeting, volume 36, Unalaska, September 18, 1984.* Accu-Type Depositions, Inc. Anchorage, Alaska. 1984:32

² June 1942 City of Unalaska Assessment sheets. Copies in possession of Ray Hudson

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2019-44

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE WRITE-OFF OF
VARIOUS ACCOUNTS RECEIVABLE

WHEREAS, the accounts listed in the attached schedule are deemed to be uncollectible due to inadequate addresses, lack of legal recourse, timeliness or lack of sufficient documentation; and

WHEREAS, it is not economically prudent to continue collection efforts on these accounts.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the Finance Director to write off the receivables as specified in the attached schedules showing the following totals:

Utilities	\$ 1,371.00
Ports	\$ 19,753.72
Property Taxes	\$ 17,570.48
Total	\$ 38,695.20

BE IT FURTHER RESOLVED that the Unalaska City Council authorizes the Finance Director to revive said accounts if collection or payment should occur.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on July 23, 2019.

Frank Kelty
Mayor

ATTEST:

Marjie Veeder
City Clerk

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Cat Hazen, Acting Finance Director
Through: Erin Reinders, City Manager
Date: July 23, 2019
Re: Resolution 2019-44: Authorizing the Write-Off of Various Accounts Receivable

SUMMARY: The past due accounts receivable on the attached list are deemed uncollectible and should be removed from the City's list of accounts receivable.

PREVIOUS COUNCIL ACTION: No previous action on these specific accounts. In the previous years, the City Council has written off debts considered uncollectible. The table below shows totals written off in previous years.

FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19 Proposed
\$67,711	\$31,905	\$17,092	\$1,847	\$12,127	\$0	\$19,187	\$0	\$73,063	\$38,695

BACKGROUND: City practice has been to annually acquire City Council approval of bad debt write offs via Council resolution. The Unalaska City Code does not require council approval for writing off uncollectable accounts.

DISCUSSION: Periodically the City must make a determination on whether to pursue further collection efforts on amounts owed to the City. The Finance Department has compiled the attached list of uncollectible accounts receivable. The amount proposed to be written off (\$38,695) is approximately one twentieth of one percent of the City's total annual revenue.

Staff has made multiple, ongoing attempts to collect the accounts listed, but the collection efforts have been unsuccessful. Recording the write-off does not forgive the debt; if circumstances change or more information becomes available, staff may reinitiate collection efforts on an account that has been written off.

ALTERNATIVES: Do not write off the listed accounts, which effectively requests staff to continue making collection efforts.

FINANCIAL IMPLICATIONS: The write off will result in \$38,695 being removed from the accounts receivable asset item on the balance sheet as of 6/30/2019. This will permit staff to focus their efforts on past due accounts that are likely to be collectable.

LEGAL: None.

STAFF RECOMMENDATION: Staff recommends approval of Resolution 2019-44.

PROPOSED MOTION: I move to approve Resolution 2019-44.

CITY MANAGER COMMENTS: I recommend approval of Resolution 2019-44.

ATTACHMENTS: List of accounts to be written off

City of Unalaska
Accounts to be Written-off
Fiscal Year ending June 30, 2019

Account Number	Account	Amount	
PORTS			
613879	Bruin	\$ 824.98	
610300	Centaurus	\$ 134.59	
612978	Chuckchi Sea	\$ (5.20)	
613015	DBL-Do Not Use	\$ (4.56)	
611889	Erla N	\$ 839.40	
612085	Isle Dominator	\$ 16.08	
613974	Jean Mccausland	\$ 2,681.58	
613536	Lady Angela	\$ 3,591.04	
612482	Nancy Ellen	\$ 5,621.39	
612843	Nuka Island	\$ 1.29	
613697	Peregrine	\$ 159.81	
613695	Queen Esther	\$ 2,326.39	
613979	Tuxedni	\$ 645.25	
612273	USCG CTR ALEX HALEY	\$ 270.35	(Late Fees)
612442	USCG CTR HEALY	\$ 55.33	(Late Fees)
612373	USCG CTR MUNRO	\$ 297.04	(Late Fees)
612225	USCG ISC KODIAK	\$ 167.76	(Late Fees)
613696	Vigilant	\$ 2,131.20	
Ports Total		<u>\$ 19,753.72</u>	

UTILITIES			
800571	KARL BYERS	\$ 270.75	
802158	ISLAND GRIND	\$ 284.23	
801984	JLAX FISHERIES	\$ 2.20	
801009	GULF MIST INC	\$ 2.62	
800034	PENINSULA AIRWAYS	\$ 762.57	
802558	CLAUDIA URIBE	\$ 48.63	
Utilities Total		<u>\$1,371.00</u>	

CITY CLERK			
9900190	The Fishing Company of Alaska, Inc.	\$ 51.24	
9900951	Thu McConnell	\$ 1,741.56	
9901059	Albert & Juvy Magalong	\$ 55.67	
9901151	Jorge L. Alvarado	\$ 87.08	
9901536	Veda Webb	\$ 19.92	
9901588	Jamie Cochran	\$ 130.62	
9901939	Dutch Harbor Acquisitions	\$ 7,564.30	
9902008	ALA-WA, Inc.	\$ 174.16	
9902019	Ronald Moore	\$ 6,654.81	
9902028	Super Tech Services, LLC	\$ 700.71	
9902043	Elvie Remolino	\$ 137.97	
9902129	Jeff Sanford	\$ 118.95	
9990007	GE Capital	\$ 133.49	
City Clerk Total		<u>\$17,570.48</u>	

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Marjie Veeder, City Clerk
Date: July 23, 2019
Re: Washington DC Lobbying Trip

The meetings for the federal lobbying trip to Washington, DC will be September 16-18, 2019. To accommodate flight times, departure from Unalaska will be September 13, returning September 19 or 20.

Mayor Kelty is out of town and requested approval to travel.

Estimated travel costs per person are:

Round trip air fare	\$ 2,000.00
Lodging	\$ 1,800.00
Ground transportation	\$ 250.00
Per Diem	\$ 500.00
TOTAL	<u>\$ 4,550.00</u>

As this is the beginning of the fiscal year, the council travel budget has sufficient funds to cover this expenditure.

Council's Travel Policy states:

- no more than three Council Members may travel to the same meeting or conference;
- travel be conducted in the most direct and economic manner possible to accomplish City business;
- Council will discuss the travel, identify the Council Members to travel, and approve the travel by motion at least twenty-one days before the trip.