Presented by: The Manager Introduced: 08/25/86 Drafted by: B.J.B.

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 1187

A RESOLUTION RATIFYING PROPOSED LETTER OF AGREEMENT 85-6 BETWEEN THE CITY AND BOROUGH OF JUNEAU AND THE SOUTHEASTERN ALASKA GENERAL GOVERNMENT UNIT NO. 1, INLAND BOATMAN'S UNION, DISTRICT UNION OF THE SEAFARERS INTERNATIONAL UNION NORTH AMERICA, AFL-CIO.

WHEREAS, the negotiating team representing the City and Borough of Juneau has reached an agreement with the negotiating team representing the employees in the City and Borough of Juneau bargaining unit concerning certain wage adjustments and other matters because of declining revenues, and

WHEREAS, the union representing the employees of the bargaining unit has reported that such employees have ratified the proposed letter of agreement, and

WHEREAS, CBJ 44.10.120 requires the Assembly to ratify such agreements by resolution before they become effective;

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

That the proposed Letter of Agreement 85-6 between the City and Borough of Juneau and the Southeastern Alaska General Government Unit No. 1, Inland Boatman's Union, District Union of the Seafarers International Union of North America, AFL-CIO, concerning certain wage adjustments and other matters because of declining revenues, and attached hereto as Exhibit "A," is approved and ratified by the Assembly.

Effective Date. This resolution shall be effective immediately upon adoption.

Adopted this 25th day of August, 1986.

Mayor

Attest:

Clerk

EXHIBIT "A"

TO

RESOLUTION SERIAL NO. 1187

LETTER OF AGREEMENT 85-6

By and Between

CITY AND BOROUGH OF JUNEAU, ALASKA

AND

SOUTHEASTERN ALASKA GENERAL GOVERNMENT UNIT NUMBER 1

Concerning

Certain Wage Adjustments and Other Matters Because of Declining Revenues

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- INTRODUCTION -

The Union recognizes the Employer's desire and commitment to maintain the efficient delivery of uninterrupted service to the community despite declining revenues; and,

The Union joins in that commitment to the community recognizing that it will cause some hardships to its membership; and,

The Employer recognizes and applauds the understanding and cooperation of the Employees; and,

The Employer pledges to remember with favor such cooperation during the course of future negotiations.

II

SALARY SCHEDULES

It is agreed that the salary schedule effective July 1, 1985, and further identified as Section 1, Article 13 of the existing Labor Agreement shall remain in effect through June 30, 1987. Section 3 of Article 13 is hereby repealed.

It is further agreed that the salary schedule effective January 12, 1986, pertaining to certain Fire Department employees and further identified as Section 14 of Letter of Agreement 85-5 shall remain in effect through June 30, 1987. Section 15 of the Letter of Agreement is hereby repealed.

If the combined revenues from the School Foundation Funding Program, Pupil Transportation Reimbursement Program, School Construction Bonded Debt Reimbursement, State Shared Revenue Entitlement, Building Permit Fees and General Sales Tax exceed \$31,992,237.00 for Fiscal Year 1987 the Employer will adjust the salary schedule effective July 1, 1986, as follows:

REVENUE RECEIVED SALARY SCHEDULE ADJUSTMENT

\$31,544,830.00	TO	\$31,992,237.00	NO CHANGE
\$31,992,238.00	TO	\$32,439,645.00	INCREASE 0.5%
\$32,439,646.00	TO	\$32,887,053.00	INCREASE 1.0%
\$32,887,054.00	TO	\$33,334,461.00	INCREASE 1.5%
\$33,334,462.00	OT	\$33,781,869.00	INCREASE 2.0%
\$33,781,870.00	TO	\$34,229,277.00	INCREASE 2.5%
\$34,229,278.00	TO	\$34,676,685.00	INCREASE 3.0%
\$34,676,686.00	TO	\$35,124,093.00	INCREASE 3.5%
\$35,124,094.00	OR	MORE	INSTALL ORIGINAL
			JULY 1, 1986 SCHEDULE

III

TRAINING

The Employer shall provide training to those supervisors who complete Employee Performance Evaluations or make substantive recommendations on the evaluation of employees.

Such training shall commence not later than 30 days from the signing of this memorandum and shall be completed not later than March 15, 1987.

Those representatives as designated by the Union shall be permitted to attend said training. The number of such representatives shall not exceed twelve (12).

IV

COMPENSATORY TIME

Authorized overtime due and payable to an employee may be paid as wages or as compensatory time.

The preferred manner of payment shall be as wages. However, when an employee has expressed the desire to have overtime credited as compensatory time the department director will consider the employee's desire. When it is found by the department director that the crediting of compensatory time will not result in any increased cost to the Employer or cause the Employer any hardship an employee may be credited with compensatory time.

No compensatory time other than that earned during the month of December may remain credited to the account of any employee after December 31.

No compensatory time other than that earned during the month of June may remain credited to the account of any employee after June 30.

The Employer shall pay an employee at their regular rate of pay for all time that is deducted from an employee's compensatory time account.

An employee's credited compensatory time may not exceed 100 hours at the beginning of any pay period. If an employee's earned overtime posted as compensatory time at the conclusion of a pay period would cause this 100 hour maximum to be exceeded, all such excess hours shall be paid as overtime wages.

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JOB SECURITY

The Employer states and affirms that provided the combined revenues from the School Foundation Funding Program, Pupil Transportation Reimbursement Program, School Construction Bonded Debt Reimbursement, State Shared Revenue Entitlement, Building Permit Fees and General Sales Tax equal or exceed \$31,544,830.00 and Capital Construction funds are not reduced for Fiscal Year 1987 the additional lay-off of bargaining unit employees for lack of funds or the lay-off of bargaining unit employees because of the reassignment of work will not occur.

The Employer and the Union agree that this pledge does not compromise the provisions of CBJ 44.10.130.

This Letter of Agreement done this 25th of August, 1986, at Juneau, Alaska.

SOUTHEASTERN ALASKA GENERAL GOVERNMENT UNIT NUMBER 1

G.S. O'Claray

President, Spokesman

THE CITY AND BOROUGH OF

JUNEAU, ALASKA

Kevin Ritchie

Manager