
Bethel City Council

Office of the Mayor

Mayor's Report

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF POLITICAL SCIENCE
POLITICAL SCIENCE 301
LECTURE 1: INTRODUCTION TO POLITICAL SCIENCE
AND THE POLITICAL SYSTEM

THE POLITICAL SYSTEM
AND THE POLITICAL SCIENCE

Home Address:

School Address:

P.O. Box 2293
Huey Samuelson
Bethel, AK 99559

1293 Seward Avenue
Sitka, AK 9935

12/17/2013

P.O. Box 1388
Bethel, AK 99559

Dear Mayor Joseph Klejka,

My name is Huey Samuelson and I have been a lifelong resident of Bethel Alaska. In the town we have recently gotten or have received a retirement home and an alcohol treatment facility. I believe that these are great improvements to our community, although there is one problem I would like to address.

Some homes in Bethel are in need of new piping. An example would be my house which in the past years has over flowed with sewer. As you can imagine this is something terribly unfortunate and I hope that it never happens to anybody else. My proposal would be to gain funding for new sewage piping for those who are deprived of it. With correlation between Bethel City Council and the Department of Environmental Conservation change can happen, specifically within the community of Bethel.

I truly believe that clean running water is an important aspect to any community. That is why I think a project like this has great magnitude.

Sincerely,



Huey Samuelson

Red Devil Mine

Environmental Investigation Update

December 2013

Red Devil Mine ore processing facility, 1943

This newsletter provides updates on the environmental project at the Red Devil Mine, an abandoned cinnabar mine and mercury production facility on the Kuskokwim River. A complete record of documents for this investigation, including previous newsletters, is available at www.blm.gov/ak/red_devil_mine.

Since late 2009, BLM has investigated the Red Devil Mine site to better understand contaminants left by past mining activity and how those contaminants interact with the local soil, water and sediment to create potential risk to humans and the environment.

The results of this investigation, known as a Remedial Investigation, show that large piles of tailings near Red Devil Creek contain high concentrations of mercury, arsenic and antimony. The results also show that the tailings are releasing these metals into the soil and water. As BLM was finishing the investigation, we began work on a Feasibility Study to evaluate different ways to remediate, or reduce, the environmental risk posed by the tailings.

BLM is working in coordination with the U.S. Environmental Protection Agency (EPA) and the Alaska departments of Environmental Conservation (ADEC), Natural Resources, and Health and Social Services. These agencies are currently reviewing the draft Feasibility Study. BLM plans to finalize this report by summer 2014.

Early Action

The May 2013 Red Devil Mine newsletter discussed the possibility of BLM conducting an early action at the site. One key finding of the Remedial Investigation was confirmation that contaminated tailings are migrating down Red Devil Creek and into the Kuskokwim River. BLM is considering an early action in 2014 to prevent further migration of this contamination down Red Devil Creek.

BLM is developing an Engineering Evaluation/Cost Analysis for an early action that outlines three alternatives for preventing the tailings from migrating:

1. Lining the section of Red Devil Creek nearest the tailings pile with concrete cloth.
2. Installing culvert pipe in the section of Red Devil Creek nearest the tailings.
3. Excavating a new channel in the section of Red Devil Creek nearest the tailings, and moving the tailings pile back from the creek.

Each alternative is evaluated based on how effective it is in preventing tailings migration, how well it can be done (or accomplished), and cost.

PHOTOS: Red Devil Mine ore processing facility, 1943 (top), and mine tailings at Red Devil Creek, 2013 (center).



BLM

Anchorage Field Office



Fish Telemetry Study

The fish tissue study report completed last year uses fish tissue and movement data to show concentrations of metals and where fish, primarily pike and lush (burbot), spend time. That report, titled, "Mercury, Arsenic, and Antimony in Aquatic Biota from the Middle Kuskokwim River Region, Alaska, 2010-2011," is available at www.blm.gov/ak/st/en/prog/fisheries/rdm_fish.html.

The project team has finished collecting tissue data, but is still tracking fish movement over time. An updated report will include an analysis of fish species movement, tissue concentrations of mercury, and watershed characteristics. The updated report is expected in spring of 2014, and the final report is projected for 2015.



Next Steps

BLM will host an information session about the Red Devil Mine project on Feb. 3 during the 2014 Alaska Forum on the Environment, held in Anchorage. The session will outline the early action alternatives being considered for the site.

In January, BLM will contact communities and tribes along the Kuskokwim River to schedule community meetings and tribal consultations in February and March. At those meetings and consultations, we will ask for comments and answer questions about the three alternatives for early action. We will consider input from the communities and tribes, plus input from the EPA, ADEC, and other state agencies before choosing one of the three alternatives. At the meetings, we will also update the communities and tribes on the status of planning site-wide remediation as included in the Feasibility Study.



BLM remains committed to consulting with all interested communities and tribes throughout the Red Devil Mine project.

If you have concerns, comments or questions, please use the contact information at the bottom of this newsletter to reach us. Let's talk!

PHOTOS: Residents of Lower Kalskag (top), Kalskag, and Akiak (left) attend community meetings about the Red Devil Mine project.



HOW TO CONTACT US:

- **Alan Bittner**, Anchorage Field Manager, (907) 267-1246 or (800) 478-1263
- **Mike McCrum**, Red Devil Mine Project Manager, (907) 271-4426
- **Mail:** BLM Anchorage Field Office, 4700 BLM Road, Anchorage, AK 99507
- **E-mail:** blm_ak_reddevil@blm.gov
- **Web:** www.blm.gov/ak/red_devil_mine

Bethel City Council

Office of the City Manager

Manager's Report

CITY OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-1373
Fax: 907-543-1394



December 3, 2013

From: Lee M. Foley, City Manager

To: Bethel City Council

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Info: Lori Strickler, City Clerk

Subj: City Manager's Report

Listed below are some of the action items and activities that I've been working on, and involved in, for the period December 3, 2013 – January 7, 2014.

CITY ADMINISTRATION ACTION ITEMS AND ACTIVITIES

Projects:

- **YK Aquatic Center** - Regular weekly teleconference meetings between the Project Management Team and City Administration are held each Friday at 9:00 a.m. The following items are germane:
 - (1) I've enclosed a copy of the latest Aquatic Center report along with a current budget statement for Council's review.
 - (2) A skeletal working group has remained on the site throughout the holidays. The regular work schedule resumed on Monday, January 6, 2014.
- **Small Boat Harbor Launch Ramps** – The final inspection of the South launch ramp is scheduled for 7:00 p.m. on Friday, January 10, 2014, to take advantage of the low tide. I will inform Council of the results as soon thereafter as possible.
- **Industrial Corridor** - Four (4) companies responded to our RFP to perform a feasibility study for the Institutional Corridor: CH2MHill; DOWL, HKM; Larsen Consulting Group; and Michael L. Foster & Associates. The Selection Committee will

January 7, 2014

meet on Wednesday, January 9, 2014, and select the winning proposal. I will provide a briefing on the selection at the regularly scheduled Council meeting on Tuesday, January 14, 2014.

Miscellaneous:

- **Sportsmen's Club** – New aerial photos are being taken on Tuesday, January 7, 2014, that will provide Council with definitive boundaries from the recent survey.
- **Business Tax Exempt Cards** – Samples shown to Finance Committee members; I will be meeting with the General Managers of AC and Swanson's on Friday, January 10, 2014, to show them the cards and discuss the proposed system.
- **Street Lights** – Additional poles and LED lights have been placed at strategic locations on 7th Avenue for increased safety of residents.
- **Reflective Tape** – Iron-on reflective tape is available in the Utility Billing Office in City Hall and is free to all community members. Public Service Announcements have been made to make as many people as possible aware of this opportunity.
- **City Sub Water Treatment Plant** – Drilling for a second well to service the Institutional Corridor is now scheduled to commence at the end of January.
- **Tundra Ridge Road** – The Administration is preparing an alternative road list for consideration by Council.

Thank you.

Enclosures

Monthly Construction Report – Dec. 2013

Date: December 31, 2013
Project: YK Aquatic Center, Bethel, Alaska



Holiday Break – The jobsite was closed for the holiday's, December 21 through January 2.

Budget

Change Orders – No change orders processed this month. Anticipate a final change order for the special inspection/material test lab. This cost has been anticipated and is budgeted for.

Project Management - Administration

Safety – No accidents or recordable incidents to date.

Quality Control/Quality Assurance – A full time site presence is being maintained, construction manager is coordinating closely with City Hall, Public Works and the Contractors on site. No exceptions or conflicts are anticipated.

- Foundation Thermal Break (the compressed wood blocks) – The contractor and structural engineer have tested and approved a method for replacing the pile thermal breaks, work to be ongoing as material is available and weather allows. Non-conformance report to remain open until work is complete.

Pool Operations

- RFQ – As letters of interest have been received from four organizations interested in operation of the pool, ProDev working with the City to develop a formal request for qualifications/request for proposal.

- Contract – ProDev working with the City Attorney drafting a contract for operations of the pool and training of local staff.
- Schedule – Anticipate a pre-solicitation notice to be issued in mid-January and a pre-proposal conference and issuance of the RFQ in early February. Getting an operator under contract as early as possible will be critical to allow sufficient time for planning programs and mobilizing to Bethel.

Easement - Awaiting reply from BNC regarding the request for Bethel Utility Corp easement for possible future power lines on BNC land. Farpoint Land Services starting the process of formalizing the easement on the City land.

Furnishings Fixtures and Equipment

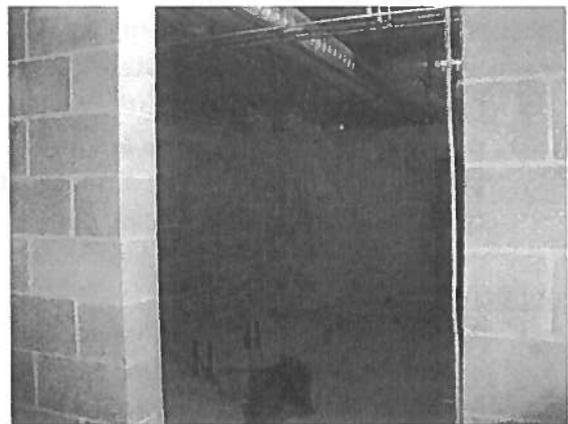
- The Rasmussen Foundation advised that the Aquatic Center is scheduled to be on their June agenda. Anticipate challenges meeting the 2014 barge schedule for items that require manufacturing lead time.
- The majority of items will be available through the “US Communities” program, that is a government and non-profit website that offers pre-approved pricing and procurement opportunities for government agencies. ProDev working with the City to have FF&E purchase orders drafted and ready for release upon receipt of grant funds.

Schedule

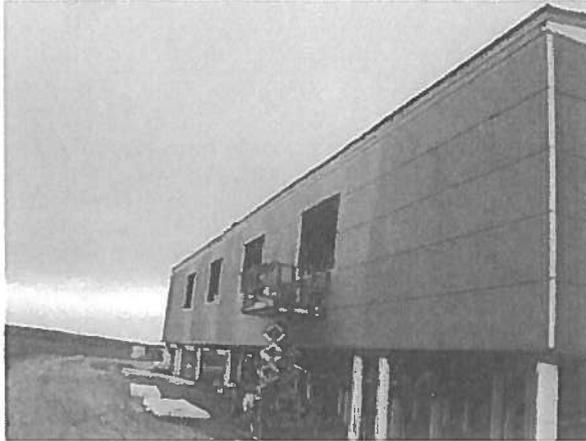
The contractor has informally advised that completion of construction is anticipated prior to the contractual substantial completion date of Sept 30, 2014. This is not anticipated to impact the opening date rather the City will plan accordingly for the transition to operations and maintenance.

Construction

Week of 12/02 – Installation of pool filtration system. Mechanical and electrical roughing ongoing. Concrete masonry unit (CMU) wall installation at locker rooms. Window installation begins.



Week of 12/09 – CMU work ongoing. Engineered pile block retrofit installation methods tested and preformed on site. Mechanical and electrical roughin ongoing, boiler set in place.



Week of 12/16 – CMU work ongoing. Mechanical and electrical roughin ongoing, heated floor at fitness area. Crews demob'ed from site for holiday break.

Upcoming Activities

Work to commence after the New Year holiday, anticipate full crews arriving the week on January 6, 2014.

Tours – As the building is enclosed more and more community members are interested in visiting the site, please coordinate site visits through Mike Nevenzel. Also, please remind everyone involved to take an extra moment to proceed with caution, construction sites can be dangerous and we all want a safe jobsite with ZERO INJURIES.

End of Report

If you find any errors or omissions stated above, please contact the author immediately.

Yukon Kuskokwim Regional Aquatic Center
Bethel, Alaska

Program Budget

	Contract	Forecast	Total	Spent to date
Pile	\$ 1,059,094	\$ -	\$ 1,059,094	\$ 1,059,095
Construction	\$ 20,560,277	\$ 2,765	\$ 20,563,042	\$ 14,181,625
FFE	\$ -	\$ -	\$ -	\$ -
A/E Fees	\$ 45,289	\$ -	\$ 45,289	\$ 45,289
PM & Inspections	\$ 1,056,345	\$ 40,000	\$ 1,096,345	\$ 594,360
Misc	\$ 1,179	\$ 59,025	\$ 60,204	\$ 1,179
Total	\$ 22,722,185	\$ 101,790	\$ 22,823,975	\$ 15,881,548

State Funding	\$ 23,075,000
Work under contract	\$ 22,722,185
Forecast additional costs	\$ 101,790
Available Funds	\$ 251,025



CITY OF BETHEL

Finance Department

P.O. Box 1388

Bethel, Alaska 99559

Ph. (907) 543-1376

Fax (907) 543-3817

Memorandum

To: Lee Foley, City Manager
From: Bobby Sutton
Date: January 7, 2014
Re: AVEC Utility Purchase – Impact on Sales Tax Revenue

In response to the question proposed regarding the potential impact the sale of the electric utility to AVEC could have on the City's sales tax revenue, we offer the following.

The Finance Department has researched the dollar amount of sales tax revenues paid from the fuel provider on behalf of Bethel Utilities Corporation for fuel purchases. Please keep in mind these amounts are the best estimate we have currently and may not be entirely accurate. They represent the most reasonable estimate possible based on available information.

For a period of one year, it is estimated that the City collected \$1,079,000 of sales tax revenues from fuel purchased by BUC. This includes all types and uses of fuel (buildings, generators, and vehicles). The amount received for only the operation of generators is estimated at \$850,000.

We also considered the possible rate reduction of 9.8% a number mentioned by AVEC, and its impact on the amount the City of Bethel pays for electricity for its buildings. The City pays approximately \$1,050,000 in electricity annually. Should the rates decrease by 9.8%, the City would pay an estimated \$103,000 less in electricity each year.

In summary, should AVEC qualify for a full exemption from sales tax for all fuel purchases, the impact upon the City (including consideration for less electrical cost for City buildings) would be \$976,000 annually. Should they not pay taxes only on fuel for the generator usage, the impact (also considering less electrical cost for City buildings) would be \$747,000.

It is important to keep in mind that simply being a 501(c)(3) does not necessarily entitle an entity to an exemption from City sales tax under the BMC. Certain other criteria must be met. Exemption has not yet been sought by AVEC for relief from City sales taxes at this time.

Bethel City Council

Office of the City Manager

Management Team Reports

Planning Department Report

From: Rachael Pitts, Planning Director

Date: January 1, 2014

The Planning Commission hearing for a Conditional Use Permit for an 80-foot telecommunications tower was approved on December 5th, 2013.

Two zoning requests were heard at the December 5th Planning Commission meeting. Residential Planned Unit Development overlays are proposed for the Kasayuli and Tsikoyak (Larson) subdivisions, for the purposes of site plan permitting. This is minimal zoning code focused on the permitting process for new development. The cases will move forward to the City Council in the new year.

The Planning Commission reviewed three preliminary plats at the December 5th meeting. They are minor platting actions on city property. Two are lot splits and one is a consolidation of four lots. They were approved, and final plats will be reviewed in the new year also.

We continue to work with Farpointe Surveying to get plats completed that will be reviewed this fall / winter. The next one to be heard at the Planning Commission is for Pinky's Park.

Site Plan Permit Applications and Code Enforcement: The Planning Department has issued sixty-six Site Plan Permits to date.

Construction Projects:

Swimming Pool: The project is moving along. Options are being reviewed for the management and staffing of the pool.

Prematernal Home: Siding and roofing are being constructed.

Kipusvik Shopping Center: The structure has taken shape.

Opportunities: There may be a grant available to move a family in a flood prone home to a new home. If anyone can identify an appropriate property, possibly by the Slough, let the Planner know.

QUESTION 1

1. The following table shows the number of employees in each of the departments of a company in 2018 and 2019.

Department: Sales, Marketing, Finance, HR, IT, Operations, R&D, Legal, Compliance, and Administration.

Year: 2018, 2019.

Employee ID: 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010.

Department: Sales, Marketing, Finance, HR, IT, Operations, R&D, Legal, Compliance, and Administration.

Year: 2018, 2019.

Employee ID: 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010.

Department: Sales, Marketing, Finance, HR, IT, Operations, R&D, Legal, Compliance, and Administration.

Year: 2018, 2019.

Employee ID: 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010.

Department: Sales, Marketing, Finance, HR, IT, Operations, R&D, Legal, Compliance, and Administration.

Year: 2018, 2019.

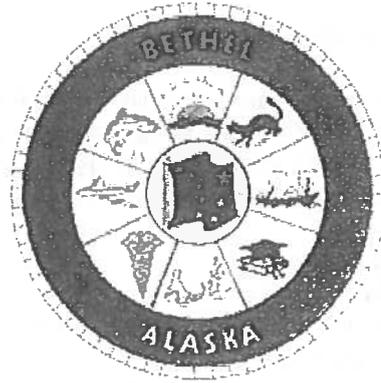
Employee ID: 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010.

Department: Sales, Marketing, Finance, HR, IT, Operations, R&D, Legal, Compliance, and Administration.

Year: 2018, 2019.

PORT OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-2310
Fax: 907-543-2311



TO: Lee Foley, Bing Santamour, Lori Strickler
FROM: Peter A. Williams, Port Director
SUBJECT: December 2013 Managers Report

Small Boat Harbor

-Ramps

-South side ramp was completed. At inspection one-third of the ramp was covered with ice and snow. It is a Contractual Obligation that we are too be able too see what we are inspecting and receiving before the City of Bethel ,as sponsors , will not sign off or accept responsibility of the south ramp. A final inspection has not been made and the Port/City of Bethel hasn't signed off or accepted the completed work. The contractor has been allowed to to perform some prep wok on the North Side ramp but cannot start construction till the South side is inspected and the City signs for it. The next construction meeting is Jan 7th,2014.

-Bank Stabilization Project

-RFP for a Project Manager is on the City's website. These proposals will be opened Jan.10th, 2014. We would like to see this project to go out to bid in February, 2014 with construction to begin the fall of 2014 and continuing in the spring of 2015. Ideally this project would be completed by the end of 2015.

-We found a facility that we could use during the winter to repair SBH floats. The cost would be \$3,400 a month plus labor and materials. I don't believe we can afford to proceed with this work at this time. The .01 thru-put fee for fuel that was approved last year for the use in the SBH should, at 11M gals., add a projected \$110,000 to the revenues for the SBH. Perhaps when we start working on the FY-15 Budget we could designate some of these funds for repairing some of the floats next winter.

-The old concrete planks from South side boat ramp I'm thinking of using for the flooring in the sand shed on Standard Oil road. The longer planks on the North side I suggest we use to define the parking lot instead of the seawall pipe we use now. After the Bank Stabilization project is finished if a better use for them can be determined we can use them for that purpose.

-The LED lighting installed in the street lights at the SBH have produced the savings we hoped for. Between 8/12 and 11/12 the costs was \$2,499.00. Between 8/13 and 11/13 the cost were \$866.00

East Addition

-208 East Ave. – The property owners have agreed to convey ownership of their land that is presently part of East Ave. in exchange for the Port/City of Bethel removing the abandon building that has endangered this section of East Ave. The property we received will be ROW belonging to the City of Bethel.

East Addition (cont.)

There still is grant pending at the Federal level to repair these tie backs. The USACE also has applied for funds for this project. That USACE request has been pending for 10 yrs. USACE funds are earmarked so 2 yrs . ago the city made request for funding. There is a need though for a repair in this area that I will describe this report under " Seawall " .

Brown Slough

- Planning on a early February start up to excavate what we couldn't get at last winter. What gets accomplished will depend what we have to spend on fuel. Last year we spent approximately \$10,000. This year \$4,000 is all we have to spend on Brown Slough Anything more and we will probably go over what was budgeted for fuel for FY-14.

City Dock

-Formal Request for Costs of a new Port Office and lighting for the city dock will go out in January 2014. The funding for the Port Office we have been setting aside in our budget for a number of years. The lighting for the dock I suggest, and current/former finance director agrees, could come from the City Dock Maint. Fund. There is approx. 600K dollars set aside from the operating fund in this account. The estimate for the lights is \$75,000-\$100,000 and the M & O cost need to be determined. These are high-tower lights that telescope 75ft plus. The lights are LEDs.

-Redi- Electric repaired the wiring for the streetlights on the city dock. One pole will have to be removed because it is ready to fall over. The far pole, by the crane, was wired "backwards". The wiring runs under ground and has been disconnected. We have not repaired it due to the cost. One concern with the lighting we presently have is that it was not part of the design of the dock. I think it was installed to provide some lighting in Brown Slough. They don't provide lighting on the dock when containers are stacked 4-5 high. We have used portable lighting for a number of years. When these wear out we will need to find \$50,000 dollars to replace them. The Port inspection by the USCG has made notice of this deficiency for a number of years.

-Costs of the design, a itemized spread sheet, for the East Timber Wall is underway by the USACE, Denali Comm and the City of Bethel once this and the geo-tech survey is completed the drawings can begin.

Seawall

- We have two spots along the seawall where the seawall pipe has sank. As we have raised up the apron along the seawall with gravel these areas have become dangerous. The fix will require cutting some the surplus seawall pipe and welding those back in place. This will cost a substantial amount of money. I think to be able to afford the cost it will have to come out of the Seawall Maintaince Fund. Since it is hard to predict the cost it might be better to designate a certain amount from the fund and see what we can get done with it. I will try to get a better Idea of what it may cost but to do it right it will probably have to go out to bid and then see we can afford with the funds. we set aside

Peter A. Williams
Port Director





MEMORANDUM

DATE: 07, January 2014

TO: Lee Foley, City Manager

FROM: Bill Howell, Fire Captain

SUBJECT: Manager's Report – Month of December, 2013

Programs/Divisions

- The Chassis for the new fire engine is scheduled to arrive at the body builder on December 13th. All schedules are currently being adhered to.
- The department is in the process of ordering ten new sets of turnout gear for our firefighters with Volunteer Fire assistance grant funds received from the Division of Forestry
- The Department submitted a funding request to FEMA's assistance to firefighters grant program in the amount of 200,000 for new self contained breathing apparatus (SCBA). SCBA currently in use at the department no longer meet the NFPA 1981-2013 standards for Self Contained Breathing Apparatus and cannot be upgraded to comply.
- Carpeting of the old Chiefs and Captains office have been completed these offices are now being utilized for a records/archive and secretarial office for the staff.
- Most department vehicles are operation but many are beginning to have age related maintenance issues. The V&E department has made several site visits to repair air leaks caused by rust in the air system of Engine Three, our frontline Pumper Tender. The Brakes have locked several times on this vehicle due this problem.
- **Staffing Issues/Concerns/Training.**
- We are currently recruiting for a Firefighter EMT
- An EMT meeting was held on the 3rd of December in the evening at the Fire Station. CPR training and certification was conducted for all members attending.
- The next EMT meeting will be held on January 7th

- Fire Meetings were cancelled in December due to approximately 108 class hours of EMT 2 and 3 classes, refresher training and the holidays. The next fire meeting will be held on 9th of January.
- Our EMT 1 class run by in house instructors, completed with testing on December 6th and 7th. The department partnered with Bethel PD and trained two BPD Community Service Officers to the EMT 1 level as well as several aspiring EMT volunteers. The Department now has 10 members trained to the EMT 1 level.
- The department sponsored an EMT 2 and 3 class and refresher in December. A total of four new EMT 3's and five EMT 2's have attained certification at these higher levels of training. EMT 2's are trained in providing IV therapy, diabetic and overdose treatments. EMT 3's are additionally trained to treat cardiac emergencies using defibrillation, pacing and heart medications.

Refresher training is required every two years for EMT's. All current department Advanced Life Support (ALS) personnel have recertified. The department is now staffed with 8 EMT 2's and 12 EMT 3's

Budget/Financial

- The department is operating within budget.

Calls For Service

On 12-1-13 at 4:10 a.m. medics responded to Hoffman Subdivision for the report of a person who was assaulted. The patient was assessed and transported to the hospital.

On 12-02-13 at 12:05 a.m. medics responded to Akakeek Street for the report of a person who took too many pills. The patient was assessed and refused transport to the hospital. Medics returned to the fire station.

On 12-02-13 at 2:46 a.m. medics responded to Akakeek Street for the report of a person who had been assaulted. The patient was assessed and transported to the hospital.

On 12-02-13 at 4:40 p.m. medics responded to Ptarmigan Street for the report of a vehicle lock-out. The vehicle was unlocked and medics returned to the fire station.

On 12-03-13 at 8:01 a.m. medics responded to Chief Eddie Hoffman Highway for the report of a vehicle accident. Upon arrival, medic found a male complaining of lower back pain. The patient was assessed and refused transport to the hospital.

On 12-04-13 at 8:02 a.m. medics responded to Ptarmigan Road for the report of a child who was struck by a vehicle. The patient was assessed, placed on a backboard, and transported to the hospital.

On 12-06-13 at 2:22 p.m. medics responded to Atsaq Street for the report of a person who fell and injured their leg. The patient was assessed and transported to the hospital.

On 12-06-13 at 8:07 p.m. medics responded to Ridgecrest Drive for the report of a person who had been assaulted. The patient was assessed and transported to the hospital.

On 12-06-13 at 11:35 p.m. medics responded to Akakeek Street for the report of a person who was feeling weak and tingling in their arms and legs. The patient was assessed and transported to the hospital.

On 12-07-13 at 5:43 a.m. medics responded to Quivik Subdivision for the report of a person who was unresponsive. The patient was assessed and transported to the hospital.

On 12-07-13 at 6:29 a.m. medics responded to Ridgecrest Drive for the report of a person who had been assaulted. Upon arrival, medics found two patients who were assessed and transported to the hospital.

On 12-07-13 at 6:25 p.m. medics responded to Alder Street for the report of a male with a cut hand. The patient was assessed and transported to the hospital.

On 12-08-13 at 1:29 a.m. medics responded to Ptarmigan Street for the report of female who has having an anxiety attack. The patient was assessed and transported to the hospital.

On 12-08-13 at 1:33 a.m. medics responded to Blackberry Street for the report of a female with a hurt back. The patient was assessed and transported to the hospital.

On 12-08-13 at 4:28 medics responded to Katie Hatley Drive for the report of a person who was assaulted. The patient was assessed and transported to the hospital.

On 12-08-13 at 1:46 p.m. medics responded to North Avenue for the report of a person who ingested household bleach. The patient was assessed and transported to the hospital.

On 12-08-13 at 10:02 p.m. medics responded to Tundra Ridge for the report of a female who believed she was pregnant and in labor. The patient was assessed and transported to the hospital.

On 12-09-13 at 4:49 a.m. medics responded to Tundra Ridge for the report of a person who had the flu and an infected leg. The patient was assessed and transported to the hospital.

On 12-09-13 at 1:02 p.m. medics responded to Ridgecrest Drive for the report of an intoxicated person. Upon arrival, medics found a 54 year old male who was intoxicated. The patient was assessed and transported to the hospital.

On 12-09-13 at 3:40 p.m. medics responded to Nengqerralria Street for the report of a female not breathing. Upon arrival, medics found a 42 year old female who was intoxicated and breathing. The patient was assessed and transported to the hospital.

On 12-09-13 at 4:47 p.m. medics responded to Calista Drive for the report of a man who was in pain and sweating. Upon arrival, medics found a 52 year old male complaining of chest pain. The patient was assessed and transported to the hospital.

On 12-09-13 at 10:44 p.m. medics responded to Atsaq Street for the report of a woman with chest pain. Upon arrival, medics found a 65 year old female complaining of chest pain. The patient was assessed and transported to the hospital.

On 12-10-13 at 4:37 p.m. medics responded to the Long Term Care Facility for a patient transport. The patient was assessed and transported to the hospital.

On 12-11-13 at 3:14 a.m. medics responded to Atsaq Street for the report of a person who was having trouble breathing. The patient was assessed and found to be breathing normally. The patient refused transport to the hospital and medics returned to the fire station.

On 12-11-13 at 1:15 p.m. firefighters responded to Ridgecrest Drive for the report of possible carbon monoxide. The residence was checked and no CO was found. Firefighters returned to quarters.

On 12-11-13 at 1:56 p.m. medics responded to Ridgecrest Drive for the report of a vehicle vs. pedestrian. On arrival, two patients were found. Both were assessed and transported to the hospital.

On 12-11-13 at 7:47 p.m. medics responded to FAA Housing for the report of an unconscious patient. The patient was assessed and transported to the hospital.

On 12-12-13 at 7:30 p.m. medics responded to the hospital for a patient transport. The patient and flight crew were transported to an awaiting aircraft at the airport.

On 12-12-13 at 9:37 p.m. medics responded to Fifth Avenue for the report of a person who was experiencing a headache. The patient was assessed and transported to the hospital.

On 12-12-13 at 11:37 p.m. medics responded to East Avenue for the report of a person who was having difficulty breathing. The patient was assessed and transported to the hospital.

On 12-13-13 at 12:36 a.m. medics responded to the Yukon-Kuskokwim Correctional Center for the report of a person who had hit their head. The patient was assessed and transported to the hospital.

On 12-13-13 at 11:48 a.m. medics responded to Akakeek Street for the report of a man that fell and hit his head. While enroute, the reporting party called back saying they did not want an ambulance. Medics returned to quarters.

On 12-13-13 at 3:23 p.m. medics responded to the jail for the report of a male patient unable to sit up. The patient was assessed and transported to the hospital.

On 12-13-13 at 11:21 p.m. firefighters responded to East Ave for the report of a building fire. The fire was extinguished and firefighters returned to quarters.

On 12-14-13 at 10:08 a.m. medics responded to Sixth Avenue for the report of person with side pain. The patient was assessed and then transported by Bethel Police Officers.

On 12-14-13 at 3:03 p.m. medics responded to Chief Eddie Hoffman Highway for the report of a person who was not breathing. Medics performed CPR and the patient was resuscitated and transported to the hospital.

On 12-14-13 at 6:32 a.m. medics responded to Atsaq Drive for report of person complaining of shortness of breath. The patient was assessed and transported to the hospital.

On 12-15-13 at 5:47 p.m. medics responded to Tower Road for the report of an aircraft that went off the end of the runway. The patient was assessed, but refused transport to the hospital.

On 12-15-13 at 9:02 p.m. medics responded to Seventh Avenue for the report of a person who was unable to walk. The patient was assessed and transported to the hospital.

On 12-16-13 at 1:56 p.m. medics responded to Chief Eddie Hoffman Highway for the report of a person who was experiencing a seizure. The patient was assessed and transported to the hospital.

On 12-16-13 at 3:44 p.m. medics responded to Atsaq Road for report of person who was experiencing chest pain. The patient was assessed and transported to hospital.

On 12-17-13 at 3:56 p.m. medics responded to East Avenue for the report of a person who was injured during an ATV accident on the river. The patient was assessed, treated, and transported to the hospital.

On 12-17-13 at 9:54 a.m. medics responded to the YKHC Hostel for the report of a person who was experiencing a medication reaction. The patient was assessed and transported to the hospital.

On 12-18-13 at 7:59 a.m. firefighters responded to Ptarmigan Road for the report of fire coming out of a chimney. Upon arrival, no smoke or fire was observed. Firefighters checked the area for safety and returned to quarters.

On 12-18-13 at 11:27 a.m. medics responded to Yute air for report of a person needing medics. Patient was assessed and transported to the hospital.

On 12-18-13 at 1:53 p.m. medics responded to stated hwy for report of unresponsive person. On scene patient was assessed and refused transport. Medics returned to quarters.

On 12-18-13 at 6:52 p.m. medics responded to AC quick stop for report of person who had been assaulted. On scene patient was assessed and transported to the hospital.

On 12-19-13 at 2:01 a.m. medics responded to Alba's coffee for report of person who could not stand. On scene found person lying on the ground. Patient was assessed and transported by officers.

On 12-19-13 at 4:39 p.m. medics responded to the hospital for a patient transport. The patient was transported to the Long Term Care Facility. Medics returned to quarters.

On 12-19-13 at 7:11 p.m. medics responded to the hospital parking lot for the report of a motor vehicle collision. Multiple patients were assessed and transported to the hospital.

On 12-19-13 at 7:42 p.m. medics responded to Ridgecrest Drive for the report of a person who was unable to stand and vomiting on the side of the road. Upon arrival, no patient was located in the area.

On 12-19-13 at 11:08 p.m. medics responded to Tundra Ridge Subdivision for the report of a person who had possibly taken too much medication. The patient was assessed and transported to the hospital.

On 12-19-13 at 11:51 p.m. medics responded to Akakeek Street for the report of a stabbing victim. The patient was assessed and transported to the hospital.

On 12-21-13 at 7:32 a.m. firefighters responded to Atsaq Street for the report of a vehicle lockout. The vehicle was unlocked and firefighters returned to quarters.

On 12-21-13 at 10:46 p.m. medics responded to Cranberry Drive for the report of a person who slipped on the ice and hit their head. The patient was assessed and bandaged, but refused transport to the hospital.

On 12-22-13 at 2:08 a.m. medics responded to Akiachak Drive for the report of a person who was experiencing a heart attack. The patient was assessed, treated, and transported to the hospital.

On 12-22-13 at 4:06 a.m. medics responded to Mission Road for the report of a person who was experiencing shoulder and jaw pain. The patient was assessed, treated, and transported to the hospital.

On 12-22-13 at 5:21 p.m. medics responded to Tundra Street for the report of a man unable to walk. The patient was assessed and transported to the hospital.

On 12-22-13 at 8:45 p.m. medics responded to Ptarmigan Road for the report of a male patient that had been sleeping for 24 hours. The patient was assessed and transported to the hospital.

On 12-23-13 at 12:18 a.m. medics responded to Tundra ridge for the report of a female patient not feeling well. The patient was assessed and transported to the hospital.

On 12-23-13 at 11:57 p.m. medics responded to East Avenue for the report of an intoxicated woman. Upon arrival, medics found a female stating she was not hurt. The patient was assessed and transported to the hospital.

On 12-24-13 at 3:45 p.m. firefighters responded to Ridgecrest Drive for the report of a vehicle lockout. The vehicle was unlocked and firefighters returned to quarters.

On 12-24-13 at 5:01 p.m. firefighters responded to Delapp Street for the report of a chimney fire. The fire was out on arrival. Firefighters returned to quarters.

On 12-24-13 at 7:20 p.m. medics responded to Akakeek Street for the report of a female patient with unknown injuries. The patient refused transport. Medics returned to quarters.

On 12-25-13 at 10:32 a.m. medics responded to Ptarmigan Street for the report of an assault victim. Upon arrival, medics found a 38 year old female who had been hit in the face. The patient was assessed and transported to the hospital.

On 12-25-13 at 6:40 p.m. medics responded to Atsaq Street for the report of a man having a seizure. Upon arrival, medics found a 75 year old male who had a seizure. The patient was assessed and transported to the hospital.

On 12-25-13 at 10:16 p.m. medics responded to Main Street for the report of a man lying in the street. Upon arrival, medics found a 40 year old male who was intoxicated. The patient was assessed and refused transport to the hospital.

On 12-26-13 at 3:11 a.m. firefighters responded to Seventh Avenue for the report of possible carbon monoxide in a house. Upon arrival, firefighters found no carbon monoxide present. Firefighters returned to the fire station.

On 12-26-13 at 10:12 a.m. medics responded to East Avenue for the report of a person who had a painful and swollen arm. The patient was assessed and transported to the hospital.

On 12-26-13 at 11:55 a.m. firefighters responded to Akakeek Street for the report of a fire alarm that had activated. Upon arrival, it was determined to be a false alarm. Firefighters returned to the fire station.

On 12-26-13 at 7:00 p.m. medics responded to the hospital lobby for the report of an intoxicated person who was unconscious on the floor. Upon arrival, the individual was alert and refused assessment and transport. Medics returned to the fire station.

On 12-27-13 at 6:22 a.m. firefighters responded to Ridgecrest Drive for the report of a fire alarm that had activated. Upon arrival, firefighters checked the building for hazards. The alarm sounded due to a malfunction. Firefighters returned to the fire station.

On 12-27-13 at 10:51 a.m. medics responded to Alex Hatley Drive for the report of a person who was bitten on the arm. The patient was assessed and refused transport to the hospital.

On 12-27-13 at 12:11 p.m. medics responded to Kasayuli Subdivision for the report of a dehydrated female. The patient was assessed and transported to the hospital.

On 12-29-30 at 11:16 p.m. medics responded to Akakeek Street for the report of a person who was not breathing. Upon arrival, the patient was found in cardiac arrest.

Medics performed CPR and resuscitated the patient after defibrillation. The patient was transported to the hospital.

On 12-30-13 at 7:29 a.m. medics responded to Front Street for the report of a person who needed assistance. The patient was assessed and transported to the hospital.

On 12-30-13 at 8:51 a.m. medics responded to the hospital for an outgoing medevac. The patient and crew were transported to an awaiting aircraft at the airport. Medics returned to the fire station.

On 12-30-13 at 10:52 a.m. medics responded to the hospital for a patient transport. The patient was transported to their home. Medics returned to the fire station.

On 12-30-13 at 1:20 p.m. medics responded to East Avenue for the report of a person who may have experienced a seizure. The patient was assessed and transported to the hospital.

On 12-31-13 at 9:28 p.m. medics responded to the airport for an incoming medevac. The medevac crew and patient were transported to the hospital. Medics returned to quarters.

MEMORANDUM



DATE: January 7, 2014
 TO: Lee Foley, City Manager
 FROM: John Sargent, Grant Manager
 SUBJECT: Grant Manager’s Report – January 14, 2014 Bethel City Council Meeting

LED Streetlights

Per City instruction, BUC installed LED streetlights to light up 7th Avenue, Tundra Ridge Park, Wally’s Park, and Ptarmigan Street where it approaches Ridgecrest Drive. The Port has seen huge monthly savings in its electric bill associated with the operation of streetlights at the small boat harbor. Savings were projected at 33%.

Institutional Corridor Project

The City received four proposals from consultants vying for the chance to update the feasibility study for the institutional corridor project. The proposals are being scored. The selected company will complete the study by April 14, 2014.

Bethel Small Boat Harbor Bank Stabilization Project

Proposals for a project manager firm to oversee the Bethel Bank Stabilization Project are due January 10, 2014. The City will evaluate the proposals, select one, and initiate a contract for services. The City plans to have all small boat harbor construction work done during summer 2014 and completed by December 1, 2014.

Aquatic Center Funding Request to Rasmuson Foundation

I prepared and submitted a capital budget and operating budget for the Yukon Kuskokwim Regional Aquatic Health and Safety Center at the request of the Rasmuson Foundation to accompany the City’s *Letter of Inquiry*. The Foundation’s Grant Review Committee will meet on January 20, 2014 to decide if the City of Bethel will be invited to submit a funding application.

City of Bethel Grant Summary Calendar Year 2013					
Preparing					
Sponsor	Name	Products/Services	City Depts. (Partners)	Date	\$ Grant \$ City Match
Alaska Dept. of Natural Resources, Division of Parks and Outdoor Rec.	Full Land & Water Conservation Fund grant application	Pinky’s Park Upgrades: new multiuse sports field, boardwalk, decks, garden high tunnel.	Parks and Rec.	8/1/13	\$125,000 Other grants + in-kind match

Submitted in Calendar Year 2013

Most recent first

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	\$ Grant \$ City Match
Federal Emergency Management Association	Assistance to Firefighters Grant	22 Self-contained breathing apparatus (airpacks)	Fire	12/6/13	\$125,290 \$5,000?
Rasmuson Foundation	Letter of Interest	Pool furniture, fixtures, and equipment	Parks and Rec.	August 2013	\$693,380 0
U.S. Dept. of Transportation	TIGER Grant	River Bank Stabilization Project (seawall tiebacks)	Port	6/3/13	\$3,900,035

Approved in Calendar Year 2013

Most recent first

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	\$ Grant \$ Match
AK Dept. of Transportation and Public Facilities, Transit Division	Transit Match Grant	Administration and Operating costs of Bethel Public Transit System	Public Works - Transit	12/03/13	\$15,000 0
AK Dept. of Transportation and Public Facilities, Transit Division	Alaska Community Transportation Grant	Administration and Operating costs of Bethel Public Transit System	Public Works - Transit	4/12/13	\$311,000 ONC - \$105,000
YKHC	Community Garden Awards Program	High tunnel at community garden	Parks & Rec.	3/15/13	\$19,922.01 Other grants + in-kind match
Alaska Dept. of Natural Resources, Division of Parks and Outdoor Rec.	Considering Land & Water Conservation Fund grant	Pinky's Park Upgrades: new multiuse sports field, boardwalk, decks, garden high tunnel.	Parks and Rec.	2/1/13	\$125,000 Other grants + in-kind match



Memorandum

DATE: January 7, 2014
TO: Lee Foley, City Manager
FROM: Bobby Sutton
SUBJECT: Manager's Report – December 31, 2013

Finance Committee

The Bethel Finance Committee held its regularly scheduled meeting on Monday, December 30, 2013 at City Council Chambers. The committee discussed a number of topics including the potential of a sales tax exemption for churches, procedures for collection of delinquent taxes owed to the City, and the requirement in the BMC for the posting of signs.

Staffing Issues/Concerns/Training

All vacant positions within the Finance Department have been filled. Training is ongoing for staff members hired more recently.

Budget/Financial

As of November 30, 2013, the Finance Department had expended \$343,819 (46%) of its annual budget of \$746,862 with 42% of the year elapsed. The Utility Billing Department, which is also managed by the Finance, had expended \$53,857 (39%) of its annual budget of \$138,192.

Project Updates

- FY 2013 Annual Audit
The annual audit has now been completed and presented to City Council. Ms. Drew from BDO will provide an additional call in to Council to answer any further questions considering the short time Council had to review the document before the last meeting when it was presented.
- FY 2015 Annual Budget
The Finance Department has distributed FY 2015 Budget Worksheet templates to each department in preparation for the FY 2015 Budget season. We plan to meet with Administration and each department during January.

Bethel City Council

Office of the City Clerk

Clerk's Report



City of Bethel, Alaska

City Clerk's Office

To: City Council
From: Lori Strickler
Subject: Clerk's Report

Upcoming Council Events:

January 28, 2014 Regular City Council Meeting

February 11, 2014 Regular City Council Meeting

Records Retention –

Laserfiche

The Laserfiche database has been set up. Each department is able to now convert adobe files to Laserfiche files or scan directly into Laserfiche.

The City Clerk will be attending training in January specifically focused on the tools Laserfiche can provide for our organization. Classes will focus on implementing electronic records management, security policies, repository directories, and forms/workflow. Training on the fundamentals from the Conference will be provided to other Laserfiche users within the City.

Document Restoration

As with previous years, the City Clerk's Office has sent another group of Ordinance books to Browns River for document restoration. Following the binding of these documents, all Ordinances through 2012 will be bound and prepared for permanent retention.

Next year the City Clerk's Office will begin restoring Resolutions, from oldest to new.

The City Clerk's Office is discussing with other clerk's the benefits and drawbacks of sending permanent records to the State archivists. More information will be provided to the Council prior to any action being taken.

Miscellaneous

Committee/Commission

The City Clerk's Office has received applications for reappointment from some of the member's whose terms will expire in December. When received, the applications are provided to the Mayor for approval then placed on the Council's agenda for final appointment.

As with previous years, the City Clerk's Office will hold the committee and commission training in February and March of 2014.

The City Clerk completed the annual Passport Acceptance Agent testing and audit. Continue to encourage the City Manager's Assistant to take the initial test when time will allow. Currently, the City Clerk's is the only authorized Passport Acceptance Agent within the Region.

The City Clerk's Office is working on the FY 2015 budget for the Department which will be submitted to Administration on the 10th of January.

Communicating with ONC staff to determine the best date for the next Joint Task Force Meeting.

Arranged travel for the Mayor, Vice-Mayor and AML Representative to attend the February AML Conference in Juneau. During their stay, each representative will have the opportunity to meet with various people to help promote the City's priorities for the Governor's Capital Budget.

Bethel City Council

Executive Session

ARTICLE 1
PREAMBLE AND PURPOSE

This Agreement is made and entered into between the City of Bethel, referred to as the "City," and the City of Bethel Employees Association, referred to as the "Union."

The purpose of this Agreement is to set forth the terms and conditions of employment with the City and to promote orderly and peaceful labor relations.

The parties recognize that the interests of the community and the job security of the Employees depend upon the City's success in establishing proper and cost efficient service to the community. To these ends the City and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all Employees.

The parties also agree that it is their mutual intent to maintain and strengthen the merit principles in the bargaining unit.

ARTICLE 2
RECOGNITION

The City recognizes the Union as the exclusive bargaining representative for City Employees in the job classifications set forth in Appendix A appended herein and as determined by the Alaska Labor Relations Agency in Certificate of Representation No. RC1188-002, or as amended.

ARTICLE 3
UNION MEMBERSHIP AND DUES

Section 3.1 Membership Requirements

A. Any Employee covered by this Agreement will be required as a condition of their continued employment to join the Union or pay an agency fee equal to the membership dues for the purpose of administering this contract. Membership in the Union is not compulsory. Employees have the right to join, not join or drop their membership as they see fit. Neither party shall exert any pressure on or discriminate against any Employee as regards such matters.

B. Within ten (10) working days of hiring a new Employee covered by this Agreement, the City shall notify the Union in writing of the name, address, and job title of the new Employee. The Union shall provide the Employee with a copy of this Agreement.

Section 3.2 Dues/Fees and Payroll Deductions

Upon written authorization of an Employee, the City shall deduct from the Employee's pay check the monthly amount of union dues or agency fees and transmit such amount to the Union.

- A. Membership Dues. Membership dues and fees for Employees who join the Union shall be in accordance with the bylaws of the Union.
- B. Agency Fees. Employees covered by this Agreement who choose not to become members of the Union shall be assessed an agency fee equal to membership dues.
- C. Religious Objector. In accordance with AS 23.40.225 the City and the Union agree to safeguard the rights of non-association of Employees having bona fide religious convictions based upon tenets or teachings of a church or religious body of which an Employee is a member.

Section 3.3 Payroll Deductions

- A. The payment of membership dues or agency fees shall commence with the first payday of the month after thirty-one (31) calendar days following the initial date of employment.
- B. The City shall promptly pay to the Union those authorized membership dues/agency fees deducted from Employee wages each month. Employees, who choose to change their status from membership to an agency fee payor or from agency fee payor, may do so after written notice to the Union and the City Manager. Such status change shall become effective immediately based on the date of the written notice. Any adjustments to the deductions shall occur at the next full pay period.
- C. After written request from the Union to the City Manager, an Employee who has been employed for more than sixty-one (61) days and who is not in compliance with the provisions of this Article shall be notified that the Employee may be dismissed by the City if the Employee does not comply with the provisions of this Article. The Employee shall be given thirty (30) days to become compliant. If after thirty (30) days, the Employee is not in compliance, the Employee shall be dismissed immediately. The Union shall pay all reasonable costs and fees associated with an action taken by the City to enforce this paragraph. Additionally, the Union shall defend, indemnify and hold the City harmless against any and all claims, demands, actions, causes of action, lawsuits, grievances, arbitrations, mediations, and all other kinds of liabilities or actions,

and pay all reasonable fees and costs, including attorney's fees and costs, which may arise from enforcing this section of the Agreement.

Section 3.4 Union and Employee Responsibility

This Agreement is binding on each and every Employee in the bargaining unit. Each Employee, individually and collectively, accepts full responsibility for carrying out all the provisions of this Agreement. The Union agrees that it shall actively dissuade absenteeism and tardiness, all forms of illegal harassment, and any other practices which may hamper the City's operation. The Union will support the City's efforts to eliminate waste and inefficiency, to improve the quality of work, and to promote harmonious relations between the City and Employees. The Union shall make every effort to see that Employees obey all City workplace policies, procedures, rules, and instructions which are not inconsistent with the terms of this Agreement.

Section 3.5 Union Representatives and Activities

A. The Union may have five (5) Employee Representatives who shall be authorized to handle complaints and grievances arising under this Agreement. The Union shall provide to the City a list of all authorized Employee Representatives. The Union may designate different Employee Representatives at any time with thirty (30) days written notice to the City Manager.

B. The Employee Representative may make reasonable visits within the work area the Employee represents for the purposes of handling specific complaints and grievances arising under this Agreement. The Employee Representative shall first notify and obtain the approval of the Department Head in advance of such visit, advising the Department Head where the Employee Representative shall be and how long the Employee Representative anticipates such visit shall take. The Employee Representative shall arrange such visits to occur at times when they will least impact City operations and the performance of work. Prior to conducting such visit the Employee Representative shall fill out the appropriate time record recording the time the Representative left the work assignment/area. Upon concluding the visit the Employee Representative shall promptly notify Employee Department Head that the visit was concluded and that the Representative has returned to the work assignment/area, at which time the Representative shall record on the appropriate time record that the visit has concluded. All time spent on such visits shall be designated on the time record as Union Leave and deducted from the appropriate Union Leave account.

C. The Union may have representatives who are not Employees of the City who also shall be authorized to speak for the Union in all matters governed by this Agreement and shall be permitted to visit any work area for the purpose of administering this Agreement at reasonable times upon advance approval of the City Manager or designee. Such approval will not be unreasonably denied. The Union shall

arrange such visits to occur at times when they will least impact City operations and the performance of work. The Union shall provide to the City a list of all such authorized representatives.

D. During working hours, the Employee Representative may handle complaints and grievances arising under this Agreement with the proper City Representative. These visits shall be scheduled, held and accounted for in the same manner and in accordance with the procedures set forth in Section B above. Employee Representatives will not leave their work duties during emergency or critical situations.

E. Upon the concurrence of the Department Head and when the normal flow of work will not be unduly disrupted, the Employee Representative will be allowed to confer periodically and for a reasonable length of time with Employer Representatives to work out solutions to problems on matters not deemed critical but which, because of convenience to both management and labor, can be moved toward resolution. These visits shall also be scheduled, held and accounted for in the same manner and in accordance with the procedures set forth in Section B above.

Section 3.6 Union Leave and Leave Bank

A. Union Leave Employees granted Union leave shall be paid for their leave time from the Union Business Leave Bank as set out in Section B below, so long as there is accumulated leave in the bank. The City shall not be obligated to compensate the Employee Representatives for any time spent on Union leave. The hours spent on Union leave will not be counted as hours worked for purposes of computing overtime. Union leave shall be granted in the following manner:

1. No more than five (5) Employee members of the Union negotiating committee shall receive Union leave for all time necessary for the conduct of contract negotiations, including reasonable time for negotiating committee meetings outside of the negotiations themselves.
2. Union leave shall be granted for all reasonable time necessary to process grievances, including arbitrations, for grievants, Employee Representatives and elected Union officers who may be involved, and witnesses.
3. Employee Representatives shall be granted up to two (2) work days per calendar year of Union leave to attend Union sponsored training.
4. Elected Union officers shall be granted a reasonable amount of Union leave for the purpose of conducting Union business. Such time shall not normally exceed four (4) hours per week.
5. Union leave will not be unreasonably denied. However, it is understood and agreed that such leave may be denied if the Employee's services are

needed by the City. Requests for association business leave will normally be made through the Union President or designee. The Union will endeavor to give as much advance notice as possible for business leave.

B. Union Business Leave Bank.

1. There is hereby created a Union Business Leave Bank which shall be administered by the Union with records kept by the Union and the Employer. The Bank shall be established by an automatic transfer each October 1 of two (2) hours of PTO leave from the leave account of each Employee in the bargaining unit. If an Employee does not have two (2) hours of PTO leave as of October 1, the two (2) hours shall be transferred when the Employee has accrued them. The Bank will be used consistent with the terms of this Article.

2. The Union may cancel the automatic leave deduction for any year in which sufficient cash is available for purposes of the Bank.

3. The Employer agrees that reasonable effort will be made to release Employees consistent with the terms of this Article. However, the parties recognize that situations may arise that prevent representatives from being released.

4. The parties recognize that the City will incur expenses associated with the Union Business Leave Bank that the City otherwise would not incur. Accordingly, at the end of each month the City shall prepare an invoice specifying the nature and amount of such expenses. The City shall send a bill monthly to the Union and the Union shall pay the City for such expenses.

Section 3.7 Meeting Space

Where there is available meeting space in City owned facilities, such space may be used for meetings by the Union at no cost to the Union with reasonable notice to the City. Approval shall not be unreasonably denied.

Section 3.8 Bulletin Board

The Union shall have the right to use bulletin board space at mutually agreeable locations for the purposes of posting Union information.

ARTICLE 4
JOB CLASSIFICATIONS AND JOB DESCRIPTIONS

Section 4.1 Classification Rights and Duty

A. The City shall have sole authority and duty to establish, decide, determine and designate all occupational classifications it has to offer Employees, including the right to establish new classifications, reclassify, change, consolidate or abolish existing classifications at any time, and to determine job content, duties and responsibilities. The City shall also have the authority to allocate and reallocate positions.

B. The City may establish new classifications and rates for classifications. The City shall notify the Union when any new classification not listed on the wage schedule is established. In the event the Union, within five (5) calendar days thereafter, notifies the City in writing that it disagrees with said rate, the matter shall be subject to negotiations between the parties. The rate shall be effective as of the first date Employees were assigned to the classification.

C. An arbitrator shall have no authority to establish, modify or eliminate any classification and shall have no authority to establish, modify or eliminate any wage rate for a classification. The authority of an arbitrator with regard to classifications is limited to determining whether the City satisfied its obligation to provide the Union with the notice specified above when a new classification is created and for determining an appropriate remedy for any such failure.

Section 4.2 Job Descriptions

The City shall maintain job descriptions which are descriptive guidelines and not inclusive of each and every duty of a position. Job descriptions shall include a statement of qualifications consistent with Section 4.4 below.

Section 4.3 Duties of Employees

An Employee may be required by the City to perform the duties described in the job description for the Employee's class as well as any other duties which the Employee has the skills and qualifications to perform. Nothing in this Section prohibits the City from requiring the Employee to perform duties which are not detailed in the Employee's job description. The City does not have to consult the Union or any Employees covered by this Agreement, when making a determination that an Employee has the skills and qualifications to perform duties not specifically included in the Employee's job description. However, the City shall not act unreasonably in requiring an Employee to perform duties other than those described in the Employee's job description.

Section 4.4 Qualifications Statements

A. The qualifications statements in each job description establish requirements that must be met by an individual before consideration for appointment or promotion to a position. Common alternative combinations of education, training or experience are specified in the job description. Even if such combinations are listed in a job description, however, the City retains the right to determine that other combinations qualify the person for the job, regardless of whether or not the job description explicitly states that other combinations may qualify the person for the job. The City does not have to consult the Union or any Employees covered by this Agreement, when making a determination that other combinations qualify a person for a job.

B. Personal traits including, but not necessarily limited to, loyalty, honesty, industry, amenability to supervision, and willingness to cooperate with others shall be qualifications required for each position, even though such traits may not be explicitly stated in a job description.

Section 4.5 Job Titles

A. Official Job Titles. Each position shall have an official job title which is specified in the classification plan and is used to identify each individual position. The official job title shall be used to designate positions in all budget estimates, payroll documents, and personnel records and reports.

B. Working Job Titles. For all purposes other than those described in section 4.5A, any suitable working job title may be used.

C. Position Levels. The job titles are generally indicative of the work of the position and of the level of its importance and responsibility. Where Roman numerals are affixed at the end of a title to indicate level within an occupation subseries, the higher numbers represent the higher levels.

Section 4.6 Review of Job Classifications and Job Classes

The City Manager shall provide for a systematic and periodic review of classes of positions if the City Manager determines, in his or her sole discretion, that duties, responsibilities, and authority have changed substantially, or other conditions, including but not limited to an Employee request for review, warrant such a review. The City Manager shall allow the Union and Employees to provide input into such a review.

ARTICLE 5
PERSONNEL ACTIONS

Section 5.1 Personnel Actions

The City shall have the sole and exclusive right to make appointments including but not limited to recruiting, examining, selecting, promoting and transferring Employees of its choosing and to determine the times and methods of such actions. The City retains the right to fill any position from outside the bargaining unit although the City recognizes the benefits of selecting a qualified Employee covered by this Agreement who has applied for a vacancy. All personnel actions shall be documented on a Personnel Action Request ("PAR") form provided by the City.

Section 5.2 Job Announcements

A. The City shall post all job openings, whether newly created or vacant, at mutually agreeable locations in each department for a period of fourteen (14) calendar days prior to the expiration date for submission of applications. The posting time frame may be shortened when required by circumstances beyond the City's control or where necessary to ensure the continuity of City operations.

B. All qualified bargaining unit members who hold regular status and submit an application for a posted vacancy will be considered for any job vacancy covered by this Agreement along with any other applicants.

C. Qualified Employees covered by this Agreement who apply for any vacancy shall be granted an interview for the position. The City acknowledges the value of current Employees and agrees to give Employees who interview for a vacant position full and fair consideration. If not selected, the Employee may request an explanation from the hiring manager for the non-selection.

Section 5.3 Types of Appointments

A. Probationary Appointment. All appointments to positions in city service, including new hires, rehires, demotions for disciplinary reasons, and promotions shall be on a probationary basis.

B. Regular Appointment. A regular appointment occurs after an Employee has satisfactorily completed a probationary appointment to the position.

C. Substitute Appointment. A substitute appointment is one that is made to a position which is going to be vacant for longer than sixty (60) calendar days because of an authorized leave of absence where the incumbent has reinstatement rights. Upon reinstatement of an incumbent, the substitute Employee may be transferred or demoted to any vacant position for which the Employee is qualified, at the discretion of the City. Otherwise, the Employee shall go into layoff status. A person with a substitute appointment does not have priority rights to the position over the rights of the person for whom the Employee is substituting.

D. Acting Appointment

1. An acting appointment is made when a qualified Employee may be required to serve temporarily in a vacant higher level position.
2. An acting appointment gives the Employee no advantage in competition for regular filling of this position. However, time in an acting appointment may be counted toward experience for the class of position concerned at the discretion of the Department Head.
3. Employees filling an acting assignment shall not be asked or allowed to do jobs or tasks that they are not adequately trained or licensed to do. An Employee who obtains an acting appointment shall not always be required to perform all of the duties and responsibilities assigned to the incumbent. The duties and responsibilities that are actually assigned to the Employee who has obtained the acting appointment shall be determined by the Employee's Department Head.

E. Temporary Appointments The parties recognize that the Employer may hire temporary Employees in the sole and exclusive discretion of the City. A temporary position is one established to provide City services for a period not to exceed the greater of six months in duration or the duration of a position funded by a one-time grant from the federal or state government on a temporary basis. Such positions may be filled on a full- or part-time basis. Persons holding temporary positions are not covered by any of the terms of this Agreement, are not included in the bargaining unit, and are not entitled to any of the rights and benefits provided to Employees under this Agreement. Temporary Employees may not be rehired into the same temporary position for thirty (30) calendar days, unless agreed to otherwise between the parties.

Section 5.4 Promotion

A promotion is the filling of a vacancy by the advancement of an Employee from a position having a lower pay range. Promotions shall be based upon merit and the City shall attempt to promote from within. However, promotions shall be made at the sole and exclusive discretion of the City.

Section 5.5 Transfers

A. A transfer is the lateral movement from one position to another position in the same or a parallel class in the same pay range without any break in service. The transfer may be within a department, or from one department to another. An Employee must meet the minimum qualifications for the position the Employee transfers to.

B. Employee Requested Transfer An Employee may request a transfer within or between departments by submitting the request in writing to the Employee's Department Head. Granting of the request shall be within the sole and exclusive discretion of the City. Upon approval of the City Manager, or designee, and before completion of any transfer, the Employee shall be notified in writing of any change in status including pay step, anniversary date, length of service, and requirement for serving a probationary period.

Section 5.6 Demotion

A. The movement of an Employee to a lower pay rate or pay range is a demotion. The decision to demote is within the sole and exclusive discretion of the City. Demotions may be made for disciplinary reasons, at the request of the Employee, in lieu of layoff, or for any other reason, including but not necessarily limited to, lack of sufficient funding or work, organizational changes or other reductions in force. A demoted Employee shall not replace another Employee in his or her position. A demoted Employee may only be demoted to a vacant position.

B. Employee-Requested Demotion An Employee may request in writing that he or she be demoted to a vacant position in a lower pay range. The request shall be made to the Employee's Department Head, who may not approve the request without the written consent of the City Manager, or designee. Approval of the demotion is in the sole and exclusive discretion of the City, and shall be deemed to have been made on a voluntary basis. The City Manager, or designee, or the Department Head may require a written examination or other evidence of the Employee's qualifications for the position to which the Employee requests demotion.

ARTICLE 6
PROBATIONARY PERIODS

Section 6.1 Newly Hired Positions

- A. The probationary period for full time positions, except commissioned members of the Bethel Police Department who do not have a basic, intermediate, or advanced Alaska Police Standards Council certificate, is 180 calendar days.
- B. The probationary period for part-time positions is 520 hours of cumulative service.
- C. The probationary period for full time commissioned members of the Bethel Police Department who do not have a basic, intermediate, or advanced Alaska Police Standards Council certificate is twelve (12) months.
- D. A Department Head may consider service rendered in a temporary position as probationary service for a regular appointment if the regular appointment is for a position which requires the same duties and responsibilities as the temporary position.
- E. Probationary appointments entitle a newly hired Employee to the same benefits available to an Employee who has obtained a regular appointment, subject to the conditions of the benefit plans, and unless otherwise specified in this Agreement.
- F. The Employee shall acquire regular status on the first working day following completion of the probationary period, unless action is taken by the Department Head to separate the newly hired Employee or extend the probationary period in writing prior to the end of the probationary appointment subject to the approval of the City Manager. The probationary period may be extended for a period of time not to exceed three (3) months, unless the Employee is in the Police or Fire department. In such cases, the Employee's probationary period may be extended for a period of time not to exceed six (6) months. Such an extension does not affect or change the initial hire anniversary date with the City for the Employee. Any extension of the probationary period requires approval of the City Manager.

Section 6.2 Probationary Period after Promotion

Regular Employees promoted shall serve a new probationary period of six (6) months in the new position. An Employee who holds regular status in any position and who subsequently accepts a promotion to a new position retains return rights to return to the last position in which Employee held regular status if a vacancy exists. The Employee may exercise these rights voluntarily at any time prior to completion of probation in the new position or upon notification that Employee has failed to satisfactorily complete

probation in the new position. Return rights do not apply to an Employee disciplined for just cause.

Section 6.3 Probationary Period after Transfer

When a Regular Employee transfers to a position in the same job classification in a different department, the Employee may be required to serve a six (6) month probationary period at the recommendation of the Department Head subject to the approval of the City Manager.

Section 6.4 Probationary Period after Demotion

When a Regular Employee is demoted for a non-disciplinary reason to a position in a job classification where the Employee had previously completed a probationary period, no probationary period shall be served. When a Regular Employee is demoted for disciplinary reasons or to a position the Employee has not previously held regular status, the Employee shall be placed on a six (6) month probationary period.

Section 6.3 Discipline or Separation During Probationary Period

A. When it becomes clear that an Employee serving a probationary period is not performing satisfactorily, the Employee shall be so informed in writing.

B. At any time during the probationary period, a newly hired Employee or an Employee demoted for disciplinary reasons may be disciplined or discharged for any reason or no reason. Just cause is not required for any form of discipline or separation during the probationary period under these circumstances.

ARTICLE 7

PERFORMANCE EVALUATIONS AND PERSONNEL FILES

Section 7.1 Performance Evaluations

A. The City may evaluate an Employee's performance. The City shall prescribe the nature, form, and frequency of performance evaluation reports. Performance evaluations should provide constructive feedback on the Employee's strengths and weaknesses in both the performance of the Employee's job duties and workplace behaviors. Evaluations should be objectively based on observable facts and not subjective opinions.

B. The Department Head, or designee, shall prepare the performance evaluation report and discuss it privately with the Employee. If the Employee disagrees with any part of the evaluation content, the Employee may submit a written rebuttal which will be appended to the evaluation and filed in the personnel file.

C. The original performance evaluation shall be filed in the Employee's personnel file. The substance of a performance evaluation report shall be determined solely by the City. An arbitrator has no authority to modify a performance evaluation report but may determine whether the City satisfied its obligation to permit an Employee to attach his written comments to the report.

Section 7.2 Personnel Files

A. The City shall maintain a confidential personnel file for each Employee in the City Manager's, or designee's, office.

B. An Employee shall have access to the Employee's personnel file in a reasonable period of time following notice to the City Manager, or designee. Employees shall also be provided a copy of the Employee's personnel file, or any parts thereof, within a reasonable period of time following the Employee's request for a copy.

C. The Union, or any other third party, shall have access to an Employee's personnel file only upon written authorization by the Employee specifying what files or documents the Union or third party may review. The City reserves the right to charge the Union or a third party any copying costs.

D. Nothing in the Section precludes the City from releasing an Employee's personnel file as required by law or a court order.

ARTICLE 8 **DISCIPLINE AND DISCHARGE**

Section 8.1 General Policy

The City Manager will advise and assist Department Heads in the handling of all disciplinary matters. The City Manager shall approve all disciplinary actions concerning suspension, transfer, demotion or dismissal prior to the completion of the action, unless, in the judgment of the Department Head, immediate disciplinary action is required. The basis for taking immediate action shall be limited to reasons of just cause or immediate danger to health, safety and welfare of city Employees or the public. In such instance, the Department Head shall have the authority to suspend the Employee pending investigation and approval of the final determination by the City Manager.

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Section 8.2 Discipline

A. Discipline or Separation during the Probationary Period At any time during the probationary period, a new or rehired Employee (including an Employee promoted before the end of a probationary period, for the duration of the probationary period for the previous position he or she held), or an Employee demoted for disciplinary reasons, may be disciplined or discharged for any reason or no reason. Just cause is not required for any form of discipline or separation during the probationary period.

B. With respect to Employees who have acquired regular status, progressive discipline shall be followed when practicable. Department Heads and supervisors should always be aware of the continuing need for informal counseling. When informal counseling fails to correct a situation, or when the severity of the inappropriate conduct warrants, and the City believes that the proposed discipline is in its best interests, any of the following forms of discipline may be imposed at any time so long as such discipline is supported by just cause:

- oral reprimand (memorialized in writing);
- written reprimand;
- suspension without pay;
- demotion; or
- dismissal

C. "Just cause" means that justification exists for a proposed disciplinary action. "Just cause" includes, but is not limited to, the following:

- incompetency;
- inefficiency;
- lack of one or more of the qualifications for a position within the bargaining unit;
- failure to comply with any of the terms and conditions included in this Agreement;
- insubordination;
- absenteeism or tardiness; job abandonment;
- harassment of other Employees, Department Heads, the City Manager, City Council members or any other Employee or official of the City of Bethel, or any member of the public;
- violation of a City of Bethel policy, procedure, or work rule which was known or reasonably should have been known to the Employee;
- violation of an oral or written directive of a supervisor which was known or should have been known to the Employee;
- conviction of a crime involving moral turpitude;
- substance abuse on the job;

- use or appropriation of City property for personal, commercial or other unauthorized use without prior explicit permission from the Employee's current Department Head;
- refusal to perform job duties;
- dishonesty; or
- any other conduct reasonably justifying the proposed form of discipline, up to and including dismissal.

Section 8.3 Written Disciplinary Notice

A. All disciplinary actions except oral reprimands shall be documented on a Personnel Action Request ("PAR") form. A record of the date, time and subject of any oral reprimand shall be maintained in the departmental personnel files. The disciplinary report shall clearly and concisely set forth the supervisor's reasons for disciplinary action.

B. The Employee shall be given an opportunity to review the disciplinary report with his or her Department Head. If the Employee disagrees with the facts or conclusions contained in the report, the Employee shall be permitted to submit, within four (4) calendar days after reviewing the report with the Employee's Department Head, 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 designee, for inclusion in the personnel file.

Section 8.4 Right to Union Representative During Investigative Interview

Employees will be entitled to their *Weingarten* Rights (right to have a union representative present during an investigative interview that the Employee reasonably believes may lead to disciplinary action) upon request by the Employee.

Section 8.5 Right to Disciplinary Hearing Before Dismissal, Demotion, or Suspension

A. The parties expressly acknowledge that this Agreement confirms their mutual intent and understanding that the grievance/arbitration process set out in this Agreement modifies regular Employees' rights to an adversarial hearing before an Employee who has acquired regular status is dismissed, demoted for disciplinary reasons, or suspended without pay. The parties further agree that the Agreement provides for reasonable grievance and arbitration procedures that an Employee may utilize after the Employee is dismissed, demoted for disciplinary reasons, or suspended

without pay, and that these procedures are sufficient to satisfy the Employee's constitutional rights to an adversarial hearing. Further, the parties expressly acknowledge that the arbitration provided for in this Agreement, and not the opportunity to present his or her position provided for in Section 8.5 B below, is the sole adversarial hearing an Employee is entitled to with respect to any form of discipline or adverse employment decision.

B. Before dismissing, demoting for disciplinary reasons, or suspending an Employee without pay, an Employee who has acquired regular status will be provided written notice of intent to dismiss, demote for disciplinary reasons, or suspend without pay, including an explanation of the evidence underlying the City's intention. The Employee will then be given an opportunity to present his or her position before the dismissal, demotion for disciplinary reasons, or suspension without pay goes into effect.

Section 8.6 *Garrity* Rights for Licensed Personnel of Police Department

Upon a determination by the Police Chief, or designee, that immunity from criminal prosecution is appropriate during an internal investigation, uniformed personnel of the Police Department shall be accorded protections provided in *Garrity v. New Jersey*, which requires among other things warnings concerning right to counsel and use of statements made in the course of investigatory interviews.

ARTICLE 9 **GRIEVANCE AND ARBITRATION PROCEDURE**

Section 9.1 Definition of Grievance

A grievance is a dispute involving the interpretation, application or alleged violation of any provision of this Agreement.

Section 9.2 Procedural Steps

A. Step 1: Oral Notice to Department Head. Not later than fourteen (14) calendar days after the event giving rise to the grievance, or fourteen (14) calendar days after the Employee should reasonably have learned of the event giving rise to the grievance, whichever is later, the Employee must discuss the grievance with Employee's Department Head. The Department Head shall orally respond to the Employee not later than fourteen (14) calendar days thereafter.

B. Step 2: Written Grievance to Department Head. If the grievance is not settled at Step 1, the Employee, through the Union, not later than fourteen (14) calendar days after the event giving rise to the grievance, or fourteen (14) calendar days after the Employee or Union should reasonably have learned of the event giving rise to the grievance, whichever is later, must submit a written grievance to the Department Head.

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The Department Head shall give Employee written answer to the grievance to the Union within fourteen (14) calendar days after receipt of the grievance.

C. Step 3: Written Appeal to the City Manager.

1. A grievance appealing a dismissal or a grievance not settled at Step 2 shall be filed at Step 3.
2. The Employee, through the Union, not later than fourteen (14) calendar days after a dismissal or the receipt of the Department Head's written answer at Step 2 may file a written appeal of that answer to the City Manager.
3. Not later than fourteen (14) calendar days after receipt of the written appeal, the City Manager, or designee, shall meet with the Employee and the Union representative. The City Manager, or designee, shall give Employee written answer to the grievance within fourteen (14) calendar days after such meeting, which answer shall be final and binding on the Employee, the Union and the City, unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 9.5 of this Article.

D. All grievances presented at Step 2 of the procedure set forth above in Section 9.2(B) of this Article and beyond shall set forth: the facts giving rise to the grievance; the provision(s) of the Agreement alleged to have been violated; the names of the aggrieved Employee(s); and the remedy sought. All grievances at Step 2 and beyond shall be signed and dated by the aggrieved Employee and/or Union representative. All written answers submitted by the City shall be signed and dated by the appropriate City representative.

Section 9.3 Time Limitations

The time limitations set forth in this Article are of the essence of this Agreement. No grievance shall be valid unless it is submitted or appealed within the time limits set forth in this Article. If the grievance is not timely submitted at Step 1 or Step 2, it shall be deemed waived. If the grievance is not timely appealed to Step 3 or beyond, it shall be deemed to have been settled in accordance with the City's Step 2 answer. If the City fails to answer within the time limits or in the manner set forth in this Article, the grievance shall automatically proceed to the next step.

Section 9.4 Step 4: Appeal to Arbitration

Any grievance, as defined in Section 9.1 of this Article, that has been properly and timely processed through the grievance procedure set forth in Sections 2 through 4 of this Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union by serving the City with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with Section 9.5 within fourteen (14) calendar days after receipt of the written answer of the City at Step 3 of the grievance procedure set forth in Section 9.2 of this Article shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the City at Step 3 of the grievance procedure shall be final and binding on the aggrieved Employee, the City and the Union.

Section 9.5 Selection of Arbitrator

Not later than fourteen (14) calendar days after the Union serves the City with written notice of intent to appeal a grievance to arbitration, the City and the Union shall jointly request the Federal Mediation and Conciliation Services ("FMCS") to furnish to the City and the Union a list of seven (7) qualified and impartial arbitrators. After receipt of that list, the City and the Union shall alternatively strike names from the list until only one (1) name remains. The arbitrator whose name remains shall hear the grievance.

Section 9.6 Arbitrator's Jurisdiction

The jurisdiction and authority of the arbitrator and his or her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the City. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the consent of the City. The written award of the arbitrator of any grievance adjudicated within his or her jurisdiction and authority shall be final and binding on the aggrieved Employee, the Union and the City.

Section 9.7 Fees and Expenses of Arbitration

The fee of the FMCS fees and expenses of the arbitrator shall be borne entirely by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such fees should be apportioned as determined by the arbitrator. Each party shall bear its own arbitration expenses.

Section 9.8 Extension of Time Frames

Time frames for the grievance/arbitration process may be extended only by mutual agreement of the Union and the Employer.

Section 9.9 Delivery of Grievances and Responses

A. When a written grievance or response is delivered by mail, it shall be sent return receipt requested to the respondent or to the person filing the grievance. When a written grievance or response is hand-delivered, the respondent or the person filing the grievance shall acknowledge receipt in writing of the grievance or response. When a written grievance or response is delivered by facsimile, a hard copy shall be delivered by mail. Copies of all written responses to grievances at any step shall be sent to the APEA/AFT Field Office in Fairbanks.

B. For the purposes of the time frames in this Article, a grievance or response delivered by mail or facsimile shall be considered submitted on the date of mailing or date of facsimile, but the time for response or for filing the next step shall not begin to run until the day after actual receipt. A hand-delivered grievance or response shall be considered submitted on the date of delivery, and the time for response or for filing the next step begins to run on the day after that date. If the last day of a time period falls on a Saturday, Sunday or holiday, the period will be extended until the next business day.

Section 9.10 Sole and Exclusive Nature of Grievance Procedure

The grievance procedures of this Agreement are the sole and exclusive remedies of the Employees of the City of Bethel alleging violations of this Agreement and/or any disciplinary actions. An Employee must fully exhaust these remedies prior to filing any lawsuit or other administrative action. If an Employee does not exhaust these remedies prior to filing any lawsuit or administrative action, such failure shall be grounds for dismissal of the lawsuit or administrative action. If the Union elects not to pursue a grievance, either initially or at any subsequent step in the grievance procedure, the Employee may pursue the grievance. Any Employee who elects to pursue a grievance without the assistance of the Union must comply with all filing and other requirements of the grievance procedure. The City is not required to file a grievance under this Agreement. Should it become necessary for the City to enforce the terms of this Agreement, it may do so by either filing a petition for enforcement with the Alaska Labor Relations Agency or through a judicial action.

ARTICLE 10 **SEPARATION**

Section 10.1 Actions That Constitute Separation from City Service

An Employee shall be separated from City service upon the occurrence of one of the following, including but not limited to, resignation, medical separation, retirement, dismissal for cause, release during probationary period, job abandonment, or layoff.

Section 10.2 Resignations

A. Notice of Resignation. An Employee who desires to resign shall give at least two week's written notice to his or her immediate supervisor. The period of notice may be reduced or waived by the City upon recommendation of the Department Head. A notice of resignation shall become part of the personnel file.

B. Withdrawal of Resignation. An Employee may withdraw his or her resignation prior to the effective date stated in the notice of resignation only with the written approval of the Department Head and the City Manager.

C. Failure to Give Adequate Notice. Failure to give adequate notice shall be noted on the Employee's separation documents and may preclude consideration for future employment.

D. Effective Date of Resignation. The effective date of resignation pursuant to a notice of resignation shall be the last day on which the Employee works.

Section 10.3 Medical Separation

An Employee who is unable to return to work following approved medical leave without pay shall be separated in good standing from City of Bethel employment. Depending on the type of injury or illness, and whether it happened on or off the job, the Employee may be able to take part in either the Long Term Disability Program with the City of Bethel health benefit plan or the Long Term Disability Plan under the retirement system. Employees are responsible to make themselves aware of the particular requirements in both Long Term Disability plans and should contact the City if further information is required, beyond what is provided in the plan documents.

Section 10.4 Job Abandonment

An Employee shall be considered to have abandoned their position with the City if the Employee fails to report to work and fails to call in to report their absence for more than three consecutive days. Where a regular Employee fails to report or call in under this Section, the Department Head shall send or deliver a certified letter to the Employee's

last known address to notify them of a termination hearing date. If the Employee is still in their initial probationary period with the City, the letter shall notify the Employee of their separation from employment with the City. It will be the responsibility of the Employee to make sure their last known address is on file with the City Manager or designee.

Section 10.5 Layoffs

A. The decision to lay off Employees shall be made solely by the City and shall not reflect discredit upon the services of the Employee.

B. Notice Requirements.

1. An Employee shall be given at least thirty (30) calendar days advance notice of a layoff.
2. The Union shall be notified in writing of any proposed layoff concurrently with the Employee. The Union and City agree to discuss alternatives to the proposed layoff prior to the effective date of the layoff and to negotiate the effects of any layoff if so requested by the other party.

C. The City shall not lay off an Employee and reclassify their former position with the intention of filling the position with a temporary hire.

D. Layoffs may occur for any of the following reasons:

- a reduction in force because of a shortage or reduction of work or funds;
- the abolition of a position;
- material change in departmental organization;
- end of a substitute appointment upon return of the incumbent;
- failure of an Employee to successfully complete the probationary period following promotion;
- termination of a grant; or
- any other legitimate business reason not inconsistent with the terms of this Agreement.

E. Bumping Rights. A regular Employee who is subject to layoff due to a reduction in force shall have the right to displace another Employee only in accordance with the following conditions:

- such displacement occurs in the same Department;
- the Employee subject to layoff has more seniority than the displaced Employee;
- the City Manager determines that the Employee subject to lay off has the requisite qualifications for the position held by the displaced Employee;

- the displaced Employee's position is in a lower classification than the position of the Employee subject to lay off;
- the Employee subject to lay off previously attained regular status in the position of the displaced Employee;
- the displaced Employee is the least senior Employee meeting the above conditions.

F. A regular Employee may be offered a vacant position for which the Employee is qualified in lieu of layoff.

G. Eligibility for Re-employment A regular Employee retains the right to be recalled to a vacant position in the same job class for one year after the lay off so long the Employee has indicated that the Employee is interested and available to return to work. Acceptance of another regular position with the City ends any right to be re-employed after a layoff.

Section 10.4 Separation Paperwork

On or before the Employee's last day of work, the Employee shall complete all separation paperwork as required by the City.

ARTICLE 11 **MANAGEMENT RIGHTS**

Section 11.1 Management Rights

In addition to the rights and authority provided to management elsewhere in this Agreement and under state, federal, or local law, the City shall remain vested with all management authority and rights unless specifically restricted by an express provision of this Agreement. Such rights and authority, include, but are not limited to the following:

- the right to direct the work force,
- the full and exclusive right to hire, promote, demote, dismiss, discipline, lay off, and separate Employees from City service;
- to promulgate rules and regulations governing the conduct of Employees and to require their observance;
- to make all appointments,
- to determine all job classifications, develop all job descriptions,
- to assign positions to classes and assign classes to pay ranges,
- to control the use of leave so as not to jeopardize the functions of the City;
- to establish and direct the locations and methods of work,
- to establish and direct job assignments and work schedules;

- to subcontract work;
- to close down, relocate, expand, reduce, alter, transfer or cease any job, department, operation or facility;
- to decide, determine and designate all job classes and job classifications it has to offer Employees, including the right to establish, reclassify and abolish positions; to determine job content, duties and responsibilities;
- to maintain order and efficiency;
- to determine the work day and work week;
- reduce or expand the work force;
- to control, direct and supervise all equipment and Employees; and
- to determine the nature, type, location and duration of services to be performed for the City.

This listing of management rights is not all-inclusive. The City reserves all rights granted to it by the Alaska Public Employment Relations Act unless expressly waived or modified by the terms of this Agreement. All of the functions, rights, powers and authority of the City not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the City. The City's failure to exercise a management right does not preclude the City from exercising it at some time in the future. The City retains all rights and authority to operate and direct Employees of the City as exercised by the City prior to July 10, 1996, unless such right or authority has been modified by the terms of this Agreement.

Section 11.2 Contracting Work

A. It is the general policy of the City to continue to utilize its Employees to perform the work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interest of efficiency, improved work product, economy or emergency.

B. Before contracting out work which will result in the loss of work for existing Employees, the City will offer to meet and confer with notice given at least fourteen (14) days before finalizing a contract with a third party. The City agrees to provide the Union with the names of all Employees who may be subject to layoff, including whether they may have continuing employment rights. Meet and confer topics may include the impact of a contracting out decision on existing Employees, and whether the work to be contracted out can be performed as efficiently and economically using existing Employees. Where practicable and provided it can do so consistent with the State Procurement code, the City will provide the Union with costing information related to a decision to contract out in the course of the meet and confer process. This paragraph does not apply to contracting out in emergency situations.

C. Where contracting out has occurred as a result of an emergency, the City shall meet and confer with the Union within five (5) working days to discuss employment consequences for any affected Employees.

D. Nothing in this Section is to be construed as creating a mandatory obligation by the City to bargain with the Union over any decision to contract out work.

ARTICLE 12 **PAY AND PAYROLL**

Section 12.1 Wage Schedule and Pay Rates

A. Effective July 1, 2011, Employees in Steps A-M and employed on July 1 shall be moved one step on the wage schedule in Appendix B. Employees in Step N on June 30, 2011, shall be paid a lump sum of \$1,000.00.

B. Effective July 1, 2012, the wage schedule shall be increased by 2.5%.

C. Effective July 1, 2013, the wage schedule shall be increased by 2.5%.

Section 12.2 Starting Rate on Initial Employment

A. The City retains the sole right to determine what step to place a newly hired Employee within the stated ranges set forth in Appendix A.

B. Newly hired police officers with no law enforcement experience or certification shall be placed at Step A. Newly hired police officers with law enforcement experience and/or certification shall be placed at Step C or another advanced step as determined by the Police Chief, subject to the approval of the City Manager.

Section 12.3 Rate of Pay on Promotion

A promoted Employee shall be paid at Step A in the new pay range or at that step in the new pay range which will provide the Employee with a one step incremental increase from the step held in the Employee's previous pay range.

Section 12.4 Rates of Pay for a Reclassification of a Position

In any case where a position is reclassified upwards, the pay step of the Employee occupying the position shall be that step in the new range which will provide the Employee with initial compensation at least equal to the step held in the old range. Length of service date remains unchanged, and no additional probationary period shall be required beyond that required of the position that is reclassified upwards. In the event the reclassification results in a pay decrease, the Employee's rate of pay shall be frozen.

Section 12.5 Upward or Downward Range Change of a Job Class

In the case of a proposed increase or decrease in the pay range for a class of positions, the parties agree to meet and negotiate the appropriate step placements.

Section 12.6 Promotion Following Demotion in Lieu of Layoff

A. If an Employee is promoted back to the Employee's former pay range within one year following a demotion in lieu of layoff, the Employee shall be placed at the same step the Employee was paid at 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 to the Employee before a demotion in lieu of layoff, the Employee shall be placed at the same step in the new pay range which the Employee was paid at in the old pay range before demotion in lieu of lay off.

Section 12.7 Transfers

When an Employee is assigned to a new position in the same class or pay range for which the Employee is qualified, the Employee shall be transferred at the step the Employee was receiving, and no probationary period shall be served. The Employee's anniversary date shall remain the same as in the former position.

Section 12.8 Demotion

When an Employee is demoted, the Employee's pay step shall be that step which is determined by the Department Head and approved in advance by the City Manager, except as provided below.

Section 12.9 **Completion of Probation**

- A. Upon satisfactory completion of the probationary period after initial appointment, the entrance salary of the Employee except for police officers shall be advanced one step. An Employee will not receive a probationary increase if the Employee was hired at Step B or above initially.
- B. Police Officers in their initial employment with the City, shall advance one step upon the successful completion of an approved training academy, field training, and six (6) months of service with the City.

Section 12.10 **Annual Step Increase**

For the duration of this Agreement and except as provided elsewhere in this Article, there shall be no annual step increases received following a performance evaluation.

Section 12.11 **Acting Appointments**

The Employee appointed to the acting assignment in a higher classification shall receive a minimum of a one step increase in pay or be paid at the new range, Step A, whichever is higher, after serving in the acting capacity for more than ten (10) working days. The increase shall be retroactive to the first day of the acting assignment.

Section 12.12 **Field Training Officer**

All Police Department Officers assigned Field Training Officer (FTO) duties, shall receive a pay differential of one step for each hour so worked as an FTO.

Section 12.13 **Overtime**

- A. All overtime work by a non-exempt Employee must have the prior written approval of the Department Head except in emergencies that preclude such prior approval. The Department Head shall review the record and certify overtime approved for payment.
- B. Non-exempt Employees shall be paid at one and one-half (1.5) times their regular rate of pay for all hours actually worked in excess of forty (40) hours each work week.
- C. Fire and Police Employees. Employees of the Fire and Police Department which fall under the Fair Labor Standards Act 213(b) (2) exemption shall be paid overtime according to FLSA standards. In the case of Fire Department Employees,

overtime shall be paid after 106 hours worked; in the case of Police Department Employees, overtime shall be paid after 80 hours worked.

Section 12.14 Call-Out Pay

Employees shall also receive overtime pay if their normal shift has been completed and they are "called out" to perform additional work by their supervisor or if the Employee's supervisor requires the Employee to report before Employee normal shift is scheduled to begin. This "call out pay" shall have a two (2) hour minimum. For Employees of the Fire and Police Department which have chosen the Fair Labor Standards Act 213(b)(2) exemption, those Employees shall be paid regular overtime according to FLSA standards. Call out pay shall remain as specified above.

Section 12.15 Stand-By Pay

In cases where it is found necessary to have Employees remain available for work in a stand-by status after regularly scheduled hours, on scheduled days off, or holidays, they shall receive \$3.00 for each hour of stand-by.

Section 12.16 Shift Differential

A. All Employees, except Kelly Shift Employees of the Fire Department and Port Facility Employees, while assigned to a shift which begins between 12:00 p.m. and 7:00 p.m. shall be paid an additional amount which equals 3 % above their regular rate for all hours worked.

B. All Employees, except Kelly Shift Employees of the Fire Department and Port Facility Employees, while assigned to a shift which begins between 7:00 p.m. and 4:00 a.m. shall be paid an additional amount which equals 6 % above their regular rate for all hours worked.

C. Shift differential shall be paid for those regular shift hours actually worked. Hours over 40 worked in a week when an Employee works at least one shift during the week that begins between 12:00 p.m. and 4:00 a.m. shall be paid at one and one half times the weighted average regular rate for the Employee for that week, taking into account the number of hours worked with and without shift differential.

Section 12.17 Water and Sewer Premium Pay for Working Winter Months

Employees who are in the Utility and Excavation Truck Driver positions shall receive a premium pay equal to one step for all hours worked between October 15 and March 15 of each year of this Agreement.

Section 12.18 Payroll and Pay Periods

- A. Nothing in this Agreement shall prohibit retroactive pay approved by the City Council or required because of administrative oversight or error as determined by the City Manager. Personnel action implementing any change in status or pay shall be effective upon approval of the City Manager provided such changes are received by the Payroll Office at least ten (10) working days prior to the effective date.
- B. The payroll period shall consist of the period from midnight Sunday to the following midnight Sunday. The standard work day shall be midnight to midnight.
- C. Department Heads, or designee, shall be responsible for providing the information needed to correctly process the time cards.

ARTICLE 13 **HOURS OF WORK**

Section 13.1 Hours of Work and Schedules

- A. Regular Hours of Work and Shifts. Regular hours of work and an Employee's schedule shall be designated by the Department Head.
- B. Flex Time. Upon request and with approval of the Department Head, an Employee may work a schedule designated period (e.g. 7:00 a.m. to 6:00 p.m.) during which Employees may select an eight (8) or ten (10) hour work period, with the approval of their Department Head.
- C. Kelly Shift. A rotating twenty-four (24) hour, three (3) shift cycle used by the Fire Department in providing round the clock coverage. The shift change will be at 9:00 a.m. unless the parties mutually agree to either an earlier or later change time. Any change made shall not start earlier than 8:00 a.m. or later than 10:00 a.m. If the parties agree to a change in the time, the change must remain in effect for a minimum of six (6) months. Before a change is made, thirty (30) calendar days written notice will be given to the affected Employees. The provisions of this subsection will not apply to Employees undergoing basic training.
- D. Employees of the Police Department work a twelve (12) hour shift or such other shift as may be designated by the Police Chief.
- E. An Employee's work schedule shall normally provide two (2) consecutive days off, unless an emergency situation arises.

F. Nothing in the Section precludes Employees from requesting different work hours or a different shift from that designated by the Employee's Department Head. The City will endeavor to work with Employees and grant their requests based on seniority and when operational requirements allow.

Section 13.2 Temporary Schedules

Temporary shifting of Employees' working hours to meet routine needs may be implemented as necessary if approved by the Department Head. Changes of shifts which envision changes of thirty (30) minutes or less at starting time may be approved by the Department Head for periods less than one (1) week. Changes for more than one (1) week must provide at least one (1) week's advanced written notice to Employees unless the Employee waives such need for notice. Nothing in the paragraph precludes temporary changes in Employee working hours in an emergency situation.

Section 13.3 Lunch Period

Department Heads shall authorize either one (1) hour or one-half (1/2) hour unpaid lunch periods to meet operational staffing requirements. Such periods will normally be taken at mid-shift. Employees who are not authorized a specific unpaid lunch period under this Section will be allowed to take lunch when work permits. If the Employee works through lunch at the City's direction, the Employee shall be paid for such time.

Section 13.4 Changes of Permanent Schedules

All changes of permanent working schedules shall provide those Employees affected at least fourteen (14) calendar days notice of any such change, except in unforeseen emergency situations or when the Employees waive the need for notice or they will be paid at time and one-half the Employee's regular rate of pay for hours worked during the notice period.

ARTICLE 14 **HOLIDAYS**

Section 14.1 Recognized Holidays with Pay

Except for Firefighters, the following days will be recognized as holidays with pay for all Employees in full and part time positions.

- New Year's Day
- Presidents Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day

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Labor Day
Alaska Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Chief Eddie Hoffman's Day
Christmas Day
One (1) Floating Holiday (as provided below in Section 14.7)

Section 14.2 Holiday Falling on a Saturday or Sunday

When a recognized holiday falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a recognized holiday falls on a Sunday, the Monday following shall be recognized as the holiday. When a full-time Employee's regularly scheduled time off falls on a recognized holiday, the Department Head shall allow, if scheduling permits, that Employee to take another day off during the week in lieu of the holiday. If the Employee is unable to take the time off Employee shall be compensated with eight (8) hours of regular pay in addition to holiday pay.

Section 14.3 Computation of Holiday Pay

- A. Full-Time Employees. Full-time Employees shall receive their regular straight time rate for pay for recognized holidays.
- B. Part-Time Employees. Part-time Employees shall receive pay for recognized holidays based on the average number of hours worked by the Employee during the prior four (4) weeks.
- C. Holiday during Paid Time Off. A recognized holiday occurring during an Employee's PTO leave shall not be counted as a day of PTO leave.

Section 14.4 Forfeiture of Holiday Pay

Employees shall forfeit their right to payment for any holiday if they are on leave without pay on the last regular work day before such holiday or on the next regular work day following such holiday.

Section 14.5 Pay for Employees Who Work on a Holiday

Employees who are required to work because of an emergency or performance of essential public services shall be entitled to one and one-half (1.5) times the Employee's regular rate of pay in addition to their normal holiday pay.

Section 14.6 Holidays for Kelly Shift Employees

A. Kelly Shift Employees shall be compensated in the following manner. An Employee shall be paid the following pay period for those holidays preceding. Holiday pay shall be equal to the Employee's Kelly Shift straight-time rate of compensation multiplied by the number of holiday hours prior. Each full day holiday is twenty-four (24) hours; each half day holiday is twelve (12) hours; birthday and personal days are twenty-four (24) hours.

B. In the event the City declares an additional holiday other than those listed above, firefighter Employees shall be eligible for such additional holidays as described in Paragraph A above.

Section 14.7 Floating Holiday

All Employees with more than one (1) year of continuous service shall receive one (1) floating holiday at the start of the calendar year to be taken at a time approved by the Employee's immediate supervisor. All floating holidays must be taken in the calendar year accrued or forfeited.

ARTICLE 15 **PAID TIME OFF**

Section 15.1 Paid Time Off ("PTO")

A. Personal leave shall be used for any and all purposes for which sick and/or annual leave has heretofore been used.

B. Requests for Time Off

1. Requests for time off for other than illness and injury. Personal leave requests require the prior approval of the supervisor. Employee requests shall be given full consideration and, to the extent practicable, approved. However, the parties agree that the final decision with regard to approval or disapproval of any request shall be based on the supervisor's determination of operational needs.
2. Requests for time off due to illness and injury. When an Employee needs to use personal leave for illness or injury, the Employee shall notify the supervisor not later than the start of the Employee's scheduled shift of their expected absence. When a member takes three or more consecutive work days of personal leave due to an illness or injury, the supervisor shall require the member to provide a physician's certificate stating the reason for the absence.

Section 15.2 Leave Accrual Rate

A. All Employees shall accrue leave based on their total years of service with the City except that Employees who are currently accruing more than the amount stated below shall have their accrual rates frozen for the duration of their employment with the City. Part-time Employees shall accrue half of the amount noted below based on their years of service with the City.

Years of Service	Pay Period Accrual Rate	Pay Period for Kelly Shift Employee	Mandatory Usage for Employees Each Calendar Year	Mandatory Usage for Kelly Shift Employees Each Calendar Year
0-2	10 Hrs	21 Hrs	40 (second year)	56 (second year)
2-5	11	22	60 Hrs	75 Hrs
5-10	12	23	80	100
10-15	13	24.5	100	120
More than 15 Years	14	26	120	145

B. Mandatory Usage

Any unused mandatory time off at the end of each fiscal year (June 30) shall be cashed out at 50% value if the Employee has made no attempt to comply with the mandatory leave requirement by June 1 of each calendar year. If the Employee has attempted to comply with this paragraph but leave was denied by the City in writing, any unused mandatory time off will be cashed out at 100% at the end of each fiscal year (June 30).

C. No PTO shall accrue for any period during which an Employee is on leave without pay.

Section 15.3 Leave Anniversary Date

Changes in the leave accrual rate take effect on the first day of the pay period immediately following the date on which the Employee completes the prescribed period of service.

Section 15.4 Maximum Accrual

Unused PTO may accumulate up to nine hundred (900) hours (twelve hundred and fifty (1250) for Kelly Shift Employees) as of December 31. Once the cap has been reached, the Employee shall not accrue any PTO until such time as the balance of the account is below the cap amount. There shall be no cash out of any accrual over the cap.

Section 15.5 Payment of PTO upon Termination

Accrued PTO will be paid to Employees who voluntarily or involuntarily terminate after twelve (12) month's service, based on the wage rate at the date of termination.

Section 15.6 PTO Leave Cash-Out

Employees may cash out up to two hundred and forty (240) hours each fiscal year in no more than two installments. The Administrator has the authority to defer a request for up to thirty (30) days if there is a budget shortfall or cash flow problem or any other legitimate business need arises. The Employee shall be notified in writing of the reason for the deferral. Cash out of PTO does not eliminate the mandatory leave usage requirement set forth in this Article.

Section 15.7 Existing Accrued Annual and Sick Leave

A. This Section is for the sole purpose of transitioning to PTO from annual and sick leave.

B. Effective July 1, 2011, all accrued vacation and sick leave up to eight hundred (800) hours shall be transferred to the Employee's PTO account. In the event an Employee has more than eight hundred (800) hours accrued on July 1, 2011, the remaining balance shall be cashed out not later than July 31.

ARTICLE 16 **OTHER TIME OFF**

Section 16.1 Leave Donations

Requests for permission to donate PTO to a fellow Employee shall be approved only for serious medical problems, hardship or some truly exceptional emergency. Each Employee may donate a combined total maximum of forty (40) hours of PTO in a calendar year, with the prior approval of the City Manager.

Section 16.2 Military Leave

Employees shall be entitled to military leave in accordance with State law, including but not limited to AS 39.20.340, and Federal law, including but not limited to USERRA.

Section 16.3 Injury Leave

A. Employees injured on the job are entitled to the weekly compensation benefits provided by the Workers Compensation Act. Employees shall receive their full salary for a period of three (3) consecutive calendar days from the date of injury. Any workers' compensation payments received by the Employee for said period shall be assigned to the City. After three (3) consecutive days the injured Employee will receive the allowed salary from the Workers Compensation program. Medical payments and injury awards shall be the property of the Employee. All benefits received by an Employee while on injury leave shall continue in force while the Employee is continuously on leave or until a determination is made as to whether an Employee will be able to return to his or her normal work schedule. If an Employee returns to duty from injury leave, Employee must be absent for three (3) consecutive days to once again enter injury leave status.

B. The City shall require bi-monthly medical reports during the injury leave. In the event the physician permits the Employee to return to work in a limited status, the Employee shall be compensated as allowed by the Workers Compensation program.

C. The City's responsibilities under this Section shall terminate upon the occurrence of any of the following:

- as of the date on which the Employee is declared by a physician to be permanently disabled or on which a retirement plan commences to make disability or retirement payments to the Employee;
- as of the date on which the Employee returns to work with an unrestricted medical release or on which he or she first engaged in any occupation for wage or profit; or
- at the end of one year following the date of the original injury.

D. An Employee shall be eligible for injury leave only upon satisfaction of the following conditions:

- Employee makes a complete report of the injury to the Alaska Department of Labor through his or her Department Head;
- Employee cooperates with the City Manager, or designee, to prepare and submit all forms and information related to the Employee that the City Manager, or designee, may request;

- Employee cooperates fully with the City's workers compensation insurance carrier so long as the Employee's worker's compensation claim has not been contested; and
- Employee does not use PTO leave at any time.

E. In the event that an Employee is unable to return to work, the Employee may be eligible for benefits provided for in the City's long term disability program or the Workers Compensation Long Term Disability program. While participating in such program, the Employee shall not accrue sick and/or annual leave benefits. The Employee may, however, participate in the City's group insurance programs provided he or she meets the responsibilities under the COBRA Act and the City's insurance program.

Section 16.4 Court Leave

A. Employees called for jury duty shall be treated as being on approved leave without loss of longevity, leave or pay. Service in court when subpoenaed as a witness shall be treated the same as jury duty. Fees paid by the court, other than those for an Employee's appearance at any time outside the Employee's regularly scheduled shift, for travel, parking and subsistence allowances, shall be remitted to the City.

B. An Employee shall provide his or her Department Head with a copy of a notice to call for jury duty immediately upon receipt by the Employee. When excused or released from jury duty for the day, the Employee shall return to work immediately, allowing for delay for the period of time reasonably necessary to travel to and from home to change into work clothing.

Section 16.5 Leave Without Pay

A. An Employee may receive up to three (3) months leave without pay if the City Manager approves it after consultation with the affected Department Head. Such leave shall only be granted after an Employee has exhausted all paid time off. The granting of such leave is within the sole discretion of the City Manager. It shall not be granted if the Employee's absence will hamper provision of City services or operations.

B. An Employee shall request leave without pay provided for in this section in writing at least three (3) months before the Employee's leave would commence. The request should be made to the City Manager, with a copy to the Employee's Department Head. The time frame for requesting leave without pay under this section may be waived by the City Manager, in his or her sole discretion.

C. Upon expiration of the approved leave, the Employee shall be reinstated to the same position the Employee previously filled.

D. There shall be no PTO accrual while on Leave without Pay under this Section.

Section 16.6 Family and/or Medical Leave of Absence

The City shall comply with the federal Family and Medical Leave Act and the State of Alaska Family Leave Act.

Section 16.7 Emergency Leave

The City Manager may approve, upon the recommendation of the Department Head, paid emergency leave not to exceed forty (40) hours a calendar year that will not be charged to the Employee's PTO account.

Section 16.8 Funeral Leave

Each full-time Employee shall be eligible for one (1) working day of leave for each funeral of a member of the Employee's immediate family attended. Such leave shall not be deducted from the Employee's PTO account.

Section 16.9 Definition of "Immediate Family"

For purposes of this Article and Article 15, except for leave taken under Section 16.6, immediate family includes the Employee's spouse, domestic partner, children, stepchildren, mother, father, stepmother, stepfather, mother-in law, father-in-law, grandchildren, grandparents, brothers, and sisters.

ARTICLE 17 **WORK RULES**

Section 17.1 Work Rules

The City shall have the right to establish and notify Employees of workplace policies, procedures, and/or rules regarding any matter, and to require Employees to abide by such policies, procedures, and/or rules so long as such policies, procedures and/or rules are not inconsistent with any express provision of this Agreement. An arbitrator shall have no authority to interpret, apply, add to, detract from, alter, amend, or modify such policies, procedures, and/or rules.

Section 17.2 Protection of Rights

An Employee shall not be required, in the performance of his or her duties, to violate any federal, state or local law. In performing his or her duties, an Employee shall

comply with all applicable federal, state and local laws. Each Employee is required to act with due care and regard for Employee's own safety and that of fellow employees and to respect the person and property of other employees and persons. The City agrees that it will not deduct the cost of lost, missing, stolen or damaged property belonging to the City from an Employee's pay.

Section 17.3 Employee Indemnification

The City shall indemnify Employees as required by law.

Section 17.4 Employee Identification Badges

All Employees shall be issued and shall wear visibly at all times during working hours Employee identification badges which shall include the Employee's name, Department, and picture. The badges shall be provided to the Employees at the expense of the City, except as provided below, and shall be issued by the City Manager, or designee. Damaged or destroyed badges shall be replaced at no cost to Employees. The City will replace up to two (2) badges, lost/misplaced due to Employee negligence, per year. The cost of replacing a badge is set at \$5.00.

Section 17.5 No Polygraph or Lie Detector

The City agrees that it will not require, request, suggest, or cause any Employees, or applicants for employment, to submit to examination by a polygraph or other kind of lie detector as defined by 29 U.S.C. 2001. No examination by polygraph or other lie detector shall be used in any personnel decisions including discipline, discharge, or promotion. This paragraph is not intended to prohibit legitimate polygraph use in criminal proceeding or for law enforcement pre-employment screening processes.

Section 17.6 Outside Employment

- A. No Employee shall be employed by or engage in work for an employer other than the City, including but not limited to self-employment, during the Employee's work hours.
- B. An Employee shall notify the City Manager in writing of the Employee's intent to do business with the City at the time of the Employee's application or proposal to the City. The City Manager may recommend for or against the application, but in no case shall the City Manager authorize an Employee to do business with the City if doing so would constitute a conflict of interest.

Section 17.7 Unlawful Acts Prohibited

A. No Employee shall willfully or corruptly make any false statement, certificate, mark, rating or report in regard to any test, certification, or appointment held or made, or in any manner commit or attempt to commit any fraud with respect to reports, paperwork, or other duties that are required of the Employee under this Agreement, City rules, policies or procedures, or federal, state, or local laws.

B. No person seeking appointment to, or promotion in, the city service shall either directly or indirectly give, promise, render or pay any money, service or other valuable thing to any person for, or on account of, or in connection with his or her test, appointment, proposed appointment, promotion or proposed promotion.

C. No Employee of the City, examiner or other person shall defeat, deceive or obstruct any person in his or her right to examinations, eligibility certification or appointment under these rules, or furnish to any person any special or secret information for the purpose of affecting the rights or prospects of any person with respect to employment in the city service.

D. Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline or any other aspects of personnel administration because of political or religious opinions or affiliations or because of race, color, creed, sex, religion, national origin or ancestry, age and disability except where physical requirements constitute a bona fide occupational qualification necessary to proper and efficient administration, is prohibited.

Section 17.8 Gifts and Gratuities

It is the responsibility of each city Employee to remain free from indebtedness or favors which could tend to create a conflict of interest on the part of such Employee. If an Employee is tendered or offered a gift or gratuity under circumstances which could reasonably be construed to create the appearance of a conflict of interest, the Employee shall immediately report such offer to the Employee's supervisor who shall in turn inform the Department Head and the City Manager. Any Employee who knowingly accepts any gift or gratuity without the prior approval of the City Manager in violation of this section may be subject to discipline.

Section 17.9 Employment of Relatives

A. No person may be employed in a position in any department who is a relative of the Department Head, or the head of a division of the department. No person may be employed in a position supervised by a relative. No person may be employed in a position in any department who is a relative of another Employee in the department, without the written, advance approval of the Department Head and the City Manager.

B. The City Manager may, at any time, re-evaluate the effect of having relatives working in the same Department on the performance of either relative and the operation of the department involved. This re-evaluation may result in the transfer or termination of one of the affected parties.

Section 17.10 Political Activity

An Employee, who is elected as a member of the Bethel City Council or to a state or national elected political office, shall immediately resign from City employment. In this section, "elected" means the status of a candidate upon certification of a local election or at the time the candidate is sworn into a state or national office following an election.

Section 17.11 Grant Programs

When an Employee's appointment to a job class is made pursuant to a grant program and the appointment and job class are covered by this Agreement, the provisions of this Agreement shall apply unless the provisions of the grant, or the law that applies to the grant, conflict. If a conflict exists, the grant or law shall apply.

Section 17.12 Relationship Between Agreement and Chapter 3 of Bethel Municipal Code

With respect to positions included in the bargaining unit, if there is a conflict between the provisions of this Agreement and Chapter 3 of the Bethel Municipal Code, entitled "City of Bethel Personnel Rules and Regulations," the provisions of this Agreement apply.

ARTICLE 18 **SAFETY**

Section 18.1 Safety Rules

A. Safety rules, policies and procedures of the City, which the City may modify from time to time, are incorporated by reference and made part of this Agreement. All Employees must at all times comply with such safety rules, policies and procedures. Any Employee who is injured on the job must make an immediate report to the Employee's supervisor, no matter how slight the injury. Failure of an Employee to follow safety rules, including the immediate reporting of injuries, may result in discipline up to and including dismissal.

B. The City and Union are mutually committed to the reasonable efforts to maintain safe and healthful working conditions for all Employees. It shall not be a violation of this Agreement or grounds for discipline or dismissal if an Employee, in good faith, refuses to work in/on what the Employee reasonably believes to be unsafe conditions for his or her job which would subject the Employee to serious injury or death. Whenever possible, an Employee must first seek from the City a correction of the dangerous condition.

Section 18.2 Drug Testing

The City and Union agree that any drug and/or alcohol testing policy or procedure adopted by the City Council or required by law shall be applicable to the Employees covered by this Agreement. Failure of an Employee to comply with such policy or procedure shall be grounds for discipline up to and including dismissal.

Section 18.3 Safety Devices and Uniforms

The City shall provide all devices, apparel or equipment necessary for an Employee's safety in accordance with applicable laws. Additionally, the City shall provide special tools, equipment, clothing and uniforms it deems necessary to accomplish work assignments. All items provided to Employees in accordance with this section are property of the City and shall be returned in good working order upon separation from City service.

ARTICLE 19 **BENEFITS**

Section 19.1 Health Insurance

A. The City will provide full-time Employees and their dependents with group medical, dental, vision, life and long term disability insurance benefits. Full-time Employees are those Employees who are normally scheduled to work thirty (30) or more hours a week.

B. Seasonal Employees and part-time Employees shall not be eligible for health, dental, long term disability and life insurance benefits.

Section 19.2 Utility Benefit

A. Full-time and part-time Employees shall receive water, sewer, and garbage services from the City for a fee \$115.00 per month. Seasonal Employees and Employees who reside in multi-family dwellings with a shared water tank shall not be eligible for this benefit. When the Employee no longer works for the City, the Employee shall not receive the benefits provided for in this Section.

B. Water and sewer services shall be provided on the established delivery schedule, up to a maximum of three a week, with the option of one extra call per year. The maximum amount of water that shall be provided is 2000 gallons per week.

C. All Employees must complete an application to receive the utility benefits which includes the proper approvals to receive utility benefits.

D. Any Employee who fails to notify the Utility Service Department to disconnect services within one week after they change residences may be denied the utility benefit in the future.

E. Employees are not required to pay the established deposit for utility services

Section 19.3 Deferred Compensation

The City shall continue the deferred compensation program to be funded entirely by Employee contributions.

Section 19.4 Retirement

All regular Employees shall be eligible to participate in the Alaska Public Employees Retirement System (PERS).

ARTICLE 20

STRIKE/LOCKOUT/WORK STOPPAGE/ PICKET LINE

Section 20.1 Strike/Lockout

The parties agree that there shall be no strikes, work stoppages, or lockouts during the life of this Agreement.

Section 20.2 Picket Lines

The parties agree that it shall be a violation of this Agreement and it shall be cause for disciplinary action in the event an Employee refuses to go through or work behind any picket line. The City specifically retains all of its rights under AS 23.40.200.

ARTICLE 21
TUITION ASSISTANCE

A. If an Employee wants to seek tuition assistance, the Employee shall submit a written request to the Department Head, or designee, for recommendation, subject to approval by the City Manager. A decision to grant tuition assistance is at the sole discretion of the City Manager and is subject to available funds. The Employee's written request must include at a minimum a course syllabus, cost estimate for the class as well as an explanation demonstrating the benefits of the class to the Employee and for the City. The request must identify the vocational school, accredited college or university.

B. If approved, tuition assistance will only be paid if the Employee achieves a passing grade for a pass/fail system, or a "C" grade or better for classes on a letter grading system, or other appropriate proficiency levels applicable to the course(s) taken. An Employee must submit a written copy of the final grade to the City Manager, or designee, in order to be reimbursed.

C. The City may reimburse an Employee up to \$3,000.00 a year under this Article.

ARTICLE 22
GENERAL PROVISIONS

Section 22.1 Duration

A. This Agreement shall become effective July 1, 2011, and shall continue in full force and effect through midnight, June 30, 2014. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party not later than January 1st of any succeeding year.

B. Notwithstanding the above, the parties shall enter into negotiations to consider whether the City will provide the State of Alaska Supplemental Benefits System (SBS) annuity program to full time, non-seasonal Employees if and when the federal government enacts legislation requiring all United States employers to participate in the Social Security Program and such legislation allows employers who previously opted out of Social Security to consider adoption of an annuity program such as SBS. Nothing in this paragraph or Agreement requires the City to agree to provide the SBS annuity program to full time, non-seasonal Employees.

Section 22.2 Separability

- A. Violations. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.
- B. Replacement. If a determination or decision is made pursuant to Section A of this article that part of this Agreement is found to be in violation of law, the parties to this Agreement shall convene for the purpose of negotiating a satisfactory substitute for the invalidated article, section or portion thereof.
- C. Printing of the Agreement. The parties agree that a Union representative and a person appointed by the Employer will meet and mutually agree on the format, size, and specifications of the Agreement to be printed. The Union shall print or be responsible for the printing of the Agreement. The parties will designate the number of copies of the Agreement each desires and each party will be responsible for the cost involved in printing that number of copies.

Section 22.3 Waiver of Bargaining Rights and Amendments to Agreement

During the negotiations resulting in this Agreement, the City and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Alaska Public Employment Relations Act imposes an obligation to bargain. This Agreement contains the entire understanding, undertaking, and agreement of the City and the Union, after exercise of the right and opportunity referred to in the first sentence of this section, and finally determines all matters of collective bargaining for its term.

Section 22.4 Changes to Agreement

This Agreement may be amended with the mutual consent of the parties. Changes in this Agreement, whether by addition, deletion, amended or modification, must be reduced to writing and extended by both the City and Union in the form of a Letter of Agreement.

For the City of Bethel

**For the City of Bethel Employees
Association, Local 6055
APEA/ AFT**

Lee Foley, Bethel City Manager

Andre Achee, COBEA President/Negotiator

George S. Young, Fire Chief

William Howell, Vice President/Negotiator

Charles A. Willert, Public Works

Jeff Lee, Member/Negotiator

Larry Elarton, Police Chief

John Sargent, Member/Negotiator

Bobby G. Sutton, Finance

Larry Epperly, Member/Negotiator

Kimberly K. Gearity, Chief Negotiator

Jean Trainor, APEA/AFT

Pete Ford, APEA/AFT

NEGOTIATED AGREEMENT

Between
City of Bethel, Alaska
And
Lee M. Foley

THIS AGREEMENT, by and between the City of Bethel, Alaska, a municipal corporation (“Employer”), and LEE M. FOLEY (“Employee”) hereby agree and understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of said Employee as City Manager of the City of Bethel, Alaska (“City”), as provided by Section AS 29.20.500 of the Alaska Statutes; and

WHEREAS, it is the desire of the Council (“Council”) of the City to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Council to secure and retain the services of Employee by and through the terms of this Agreement; and

WHEREAS, Employee desires to accept employment as City Manager pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Employer and Employee agree as follows:

Section 1. POWERS AND DUTIES

Employer hereby agrees to employ LEE M. FOLEY as City Manager of the City to perform the functions, powers and duties specified in Section AS 29.20.500 of the Alaska Statutes, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

Section 2. TERM

- A. Employee shall serve at the pleasure of the Council and is an at-will employee of the City. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Employee at any time with or without cause, subject only to the provisions set forth in Section 5, paragraph A of this Agreement. The City shall comply with the City’s insurance policy endorsement regarding any termination.

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from the position of City Manager, subject only to those provisions set forth in Section 5, paragraph B, of this Agreement.
- C. Employee shall reside within the City Limits of Bethel.

Section 3. DURATION

This Agreement shall become effective when signed and executed and shall continue for a term of two years. The term of the Agreement may be extended only upon the mutual written agreement of both parties. If either of the two parties desire to extend Employee's employment beyond the termination date, they must notify the other party in writing of their proposal no later than three (3) months prior to the Agreement's termination.

Section 4. SALARY

For the first twelve (12) months of employment under the terms of the Agreement, Employee shall be paid a base salary of \$102,295, payable in installments at the same time as other employees of the Employer. Employee's base salary shall be increased 2.5% annually on December 17.

Section 5. TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated by the majority vote of the Council before the duration of this Agreement has expired, the Employee will be provided a lump sum payment by payroll check equal to three (3) months aggregate salary.
- B. In the event Employee voluntarily resigns his position with Employer before the duration of this Agreement has expired, the Employee will assist the Employer in identifying a qualified replacement and will aid in the orderly transition of the duties and powers of the position. For purposes of this Agreement, sufficient time will be a minimum of sixty (60) calendar days, unless both parties agree in writing to a lesser time span.

Section 6. EMPLOYEE EVALUATION

- A. Purpose
Evaluation of the performance of the Employee shall be directed toward improving the performance of the Employee, and include information that identifies self-improvement and positive manifestations of management and leadership.
- B. Evaluation Completion Date

The Employee shall be provided a performance evaluation six (6) months following the execution of this Agreement and thereafter an annual performance review on or about June of each year during the term of this Agreement.

C. Evaluation Instrument

1. The evaluation document used by the Council shall be consistently used throughout the term of this Agreement. Factors to be considered by the Council in this process shall include leadership and management skills, administrative applications and techniques, and interpersonal relationships with Council members, City employees, general public and other business professionals.
2. The Council representative (i.e., the Mayor) will provide the Employee with a copy of the Council approved evaluation instrument within thirty (30) days prior to the start of the employee evaluation process. The Council representative (i.e., the Mayor) will further discuss the evaluation procedure with the Employee as necessary.
3. Before the Mayor provides the Employee with the evaluation instrument referred to in subparagraph C.1 above, the Council and the Employee shall meet to review the evaluation instrument, and identify recommended improvements to it and to the evaluation process.

D. Methodology

1. The Council's evaluation of the Employee will be in writing in accordance with Section 6.C above. The Employee may request one (1) additional written evaluation of his performance.
2. The Council will solicit input from the Employee that will be considered for inclusion in the Employee's evaluation.
3. Acknowledgement of content signed by both the Mayor and the Employee shall be included on each evaluation placed in the Employee's personnel file. The Employee shall be informed that he has the right to review each written evaluation prior to filling such document in his personnel file with the opportunity to comment in writing. The request to comment on his evaluation may not be used against him.
4. Any written complaint (or a copy thereof) made against the Employee by a City employee, Council member, or other person(s) which may be used in evaluating the Employee shall be provided to the Employee with the opportunity to respond in writing to the complaint.
5. Unless mutually agreed otherwise by both the Employer and Employee, no portion of a written evaluation may be made public except as allowed, or required, by law.

Section 7. HOURS/DAYS OF WORK

Employee's position is an executive position requiring the exercise of independent judgment on the part of the Employee and requiring periods of extended work that exceed the normal office hours, work day and work week established by the Employer. The Employee will be available during regular business hours. Employee will be expected to work whatever hours are needed based upon the demands of the job. Employee forever waives any claim for overtime compensation or compensatory time compensation based on hours worked by Employee in excess of eight (8) hours per day or forty (40) hours per week. Any time in excess of the normal hours in a day or week is not compensated or credited in any manner by the Employer.

Section 8. OUTSIDE EMPLOYMENT

Outside employment and business pursuits are prohibited unless first authorized by Council. Any outside employment of business pursuits other than those authorized by Council must occur while Employee is on leave and must occur outside the regular business hours of the City unless otherwise provided herein or otherwise agreed to by the Employer.

Notwithstanding the foregoing or any authorization by Council, the Employee is authorized and allowed to perform his duties as the President of SAVE THE WOLVES FOUNDATION, INC., a self-owned, non-profit, 501 (c) (3) entity, during non-business hours, on holidays, and on personal vacation, or leave time. Employee agrees that his duties in this regard will not take precedence over any duties that may arise in the position of City Manager. Further, Employee agrees to perform the duties of the City Manager when the interests of the City require without regard to regular work hours or days or the competing needs of the Employee's outside employment or business interests.

Section 9. TELEPHONE

Employer shall provide Employee with a cellular telephone for local and domestic long distance City business usage and pay the monthly service fee and charges.

Section 10: COMPENSATED LEAVES

A. Personal Time Off (PTO)

PTO shall accrue at the rate of 24 hours per month of service. PTO can be accumulated up to a maximum accrual of 425 hours. The Employer agrees to compensate the Employee for all remaining PTO hours at the termination of this agreement.

B. Emergency Leave

The Employer agrees to grant the Employee a maximum of forty (40) hours leave for death or serious illness in the immediate family. For purposes of this type of leave, one's immediate family includes the Employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother or sister.

C. Injury Leave

Should the Employee become injured on the job, he will be entitled to the compensation benefits as provided by the Worker's Compensation Act.

D. Court Leave

The Employee shall be granted leave, with pay, for jury duty, If the Employee is required to appear in court as a defendant as a result of a City matter, the Employer agrees to provide the Employee administrative leave for the court appearance(s). In the event that the Employee is found guilty in a criminal proceeding, the leave will be changed to leave without pay and appropriate salary deduction will be made.

E. Administrative Leave

The Employee may be granted administrative leave with pay by a majority vote of the Council for reasons specified, including attendance at a manager's professional conference. In any event, Employee will not be required to use accrued annual leave when the Council directs or requests him to attend any meeting or conference that is related to the duties of City Manager.

F. Uniformed Service Leave

The Employee is fully retired from the U.S. Navy and has no Reserve component time to serve. However, retired military officers from all services can be recalled to active duty by the appropriate Service Secretary when deemed appropriate. If such an event were to occur, a Uniformed Service Leave of Absence will be granted to the Employee in accordance with federal law and laws of the State of Alaska and the position of City Manager will be reclaimed by the Employee upon completion of the service time per such laws.

G. Holidays

All holidays recognized by the Employer shall be granted to the Employee with holiday pay status provided the same as regular full time and regular part-time positions of the Employer.

Section 11. BENEFITS

- A. Employee shall be allowed to participate in the City employee's group coverage plan for full family Life, Accidental Death & Dismemberment, Long Term Disability, Dental, Vision and Health insurance program with no premium deductibles charged to the employee; provided, however, nothing set forth herein shall prevent Employer from modifying, or reducing, benefits currently offered to City employees.
- B. Employee shall have the opportunity to participate in the City Utility Services Benefit for the same monthly fee as paid by other City management employees.
- C. Employer agrees to purchase on behalf of Employee a whole life insurance policy in the amount of two (2) times the first annual gross salary of Employee. Employer shall pay the required premiums and Employee may name a beneficiary to receive any benefits paid.

- D. Retirement: The Employer shall offer the Employee the opportunity to join and participate in the Alaska Public Employees Retirement System (PERS) equal to that which is provided for all other employees of the Employer.

Section 12. INDEMNIFICATION

- A. Employee agrees to hold harmless, defend, and indemnify Employer from and against any and all claims and damages, including costs and attorney's fees, caused by or resulting from any intentional or malicious act or omission by Employee during and in the scope of his position as City Manager.
- B. Employer agrees to hold harmless, defend, and indemnify Employee from and against any and all claims and damages, including costs and attorney's fees, caused by or resulting from any act or omission of ordinary negligence by Employee in and during the scope of his employment as City Manager, but only to the extent such as act or omission can be insured by Employer at reasonable, affordable premium costs charged by a reasonable, prudent underwriter in the normal course of purchasing municipal liability insurance coverage.

Section 13. BONDING

Employer shall bear full costs of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Council may consider any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, Bethel Municipal Code, or any other laws.

Sections 15. REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce salary, compensation or other benefits of Employee; provided, however, nothing set forth herein shall prevent Employer from modifying, or reducing City employee benefits generally.

Section 16. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: City of Bethel
c/o Mayor Joseph Klejka
PO Box 1388
Bethel, AK 99559

(2) EMPLOYEE: Lee M. Foley
PO Box 2748
Bethel, AK 99559

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as applicable to civil judicial practice. Notice shall be deemed given as of the date of the personal service or as of the date of deposit of such notice in the course of transmission in the United States Postal Service.

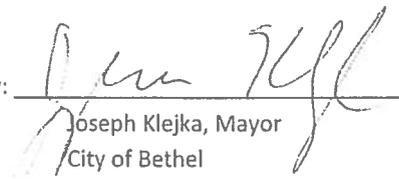
Section 17. GENERAL PROVISIONS

- A. This Agreement constitutes the entire agreement between both parties. Any modification or amendment shall be enforceable only if approved by a majority vote of the council in a duly convened public session, and if transcribed to a written document executed by both parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. Employer and Employee recognize the need to treat each other with respect, decorum and professionalism and will endeavor to act accordingly.
- D. If any provisions or any portion thereof contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable. The remainder of this Agreement shall not be affected and shall remain in full force and effect.
- E. Understanding. Employee acknowledges that the Employee has read and understands the terms of this Agreement, has had the opportunity to review the same with council of his choice, and is executing this Agreement of his own free will.

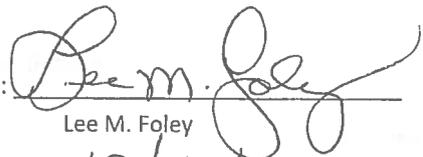
IN WITNESS WHEREOF, the City of Bethel, Alaska, has caused this Agreement to be signed and executed on its behalf by its Mayor and Council and the Employee has signed and executed this Agreement both in duplicate.

Dated this 17th day of December, 2011

Employer:

By: 
Joseph Klejka, Mayor
City of Bethel
12/17/11

Employee:

By: 
Lee M. Foley
12/17/11

**CITY OF BETHEL
CITY MANAGER EVALUATION —JANUARY 14, 2014**

City Manager: Lee Foley

Rating: 5 = Excellent; 1 = Needs improvement

Enforcement of Laws and Implementation of Policy Directives	5	4	3	2	1
Manage the City's administrative affairs according to state statutes and Bethel Municipal Code					
<i>Comments:</i>					
Analysis and development of policies and procedures					
<i>Comments:</i>					
Implement and monitor policies enacted by City Council					
<i>Comments:</i>					
Supervision of City administration and departments					
<i>Comments:</i>					
Problem solving and conflict resolution					
<i>Comments:</i>					
Management and valuation of cultural diversity					

**CITY OF BETHEL
CITY MANAGER EVALUATION —JANUARY 14, 2014**

<i>Comments:</i>									
Creativity, innovation and ability to change to meet needs									
<i>Comments:</i>									
Long range planning									
<i>Comments:</i>									
Development and management of real and personal property of the City									
<i>Comments:</i>									
<i>SUBTOTAL OF CATEGORY:</i>									

<i>Appointing Authority</i>	5	4	3	2	1
Serve as Personnel Officer (Director) of the City					
<i>Comments:</i>					
Manage Labor Relations/Employee Relations					
<i>Comments:</i>					

1. The first part of the text discusses the importance of maintaining accurate records of all transactions.

2. It then goes on to describe the various methods used to collect and analyze data, including surveys, interviews, and focus groups.

3. The next section covers the process of identifying and measuring key variables, as well as the challenges associated with this task.

4. Finally, the text concludes by discussing the importance of interpreting the results of the research and the implications for practice.

5. The overall goal of the research is to provide a comprehensive overview of the current state of the field and to identify areas for future research.

6. The research was conducted over a period of 12 months and involved a total of 100 participants.

**CITY OF BETHEL
CITY MANAGER EVALUATION —JANUARY 14, 2014**

Monitor employee benefit program:							
<i>Comments:</i>							
Analyze human resources and technical needs and implement solutions							
<i>Comments:</i>							
SUBTOTAL OF CATEGORY:							

	5	4	3	2	1
Preparation, Submission and execution of annual budget and capital improvements					
Development and submission of recommended annual budget					
<i>Comments:</i>					
Development and submission of recommended capital improvement program budget					
<i>Comments:</i>					
Budget management, control and analysis					
<i>Comments:</i>					
SUBTOTAL OF CATEGORY:					

**CITY OF BETHEL
CITY MANAGER EVALUATION —JANUARY 14, 2014**

	5	4	3	2	1
Performance of other duties assigned by law or City Council					
Timeliness, quality and clarity of communications with city council					
<i>Comments:</i>					
Timeliness, quality and clarity of communications with the public and media					
<i>Comments:</i>					
Ethics, values, judgment and perceptiveness					
<i>Comments:</i>					
Communicates projects and project status with Council					
<i>Comments:</i>					
SUBTOTAL OF CATEGORY:					

	5	4	3	2	1
Ethics and Communication					
Defends principle and conviction in the face of partisan influence and pressure					
<i>Comments:</i>					
Maintains high standards of ethics, honesty and integrity in all matters					
<i>Comments:</i>					

1. The first step is to identify the problem or goal.

2. Next, you need to gather relevant information.

3. Then, you should analyze the information.

4. After that, you can develop a plan.

5. Finally, you should implement the plan.

6. The last step is to evaluate the results.

7. This process is often iterative.

8. It is important to stay flexible.

9. Communication is key throughout.

10. Documenting progress is also important.

11. Regular check-ins help stay on track.

12. Celebrating small wins keeps motivation high.

13. Adjusting the plan as needed is crucial.

14. Persistence is often required for success.

Additional Information

Introduction to Algebra

Introduction to Algebra

Chapter 1

Section 1.1