

180227 Work Session - Employee Eligibility for Union

From: Gene Christian <gchristian@apea-aft.org>
To: Brenda Ballou
Cc:
Subject: APEA Member Fee Structure

Sent: Wed 2/21/2018 10:27 AM

Hi Brenda,

The council asked us to provide this information for the work session on the 2/27/18.

APEA/AFT Bargaining Units' Dues & Fees

\$100 One-Time Initiation Fee (Waived for current City of Seward Employees and new employees coming on for up to 60 days after the formation of the unit)

If dues/fees deducted once a month: \$25.00 increments are deducted for four months

MEMBERSHIP DUES: *effective September 1, 2016*

Full time \$57.66 81 + hrs per month

½ time \$38.36 41–80/hrs per month or f/t member w/ gross monthly salary less than \$1400

¼ time \$19.17 40 hrs or less or f/t member w/ gross monthly salary less than \$700/mo

Taken out of 2nd paycheck of each month.

AGENCY FEE: *effective September 1, 2006*

Regular dues are deducted and then reimbursed the difference by APEA/AFT if the Agency Fee payer returns a Class One Objection form (Hudson packet) each year. The Agency Fee amount for 2016-2017 is \$10.66 (subtract from the dues amount owed to get Agency Fee amount).

The bargaining unit may elect to establish a leave bank for its members to participate in union business matters, training or other particulars. Typically, this comes through leave donated by the membership in increments of 2 or 3 hours per member per year.

Please distribute as needed, and please also let me know if you have any questions. See you next week!

Thanks,

Gene Christian
Field Representative

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BARGAINING UNIT ELIGIBILITY

Summary: Eligible = 46 positions;
Not Eligible = 37 Supervisory positions and 5 Confidential positions

SCC 3.05.015(e) defines supervisory personnel as follows:

Supervisory personnel. Supervisory personnel shall have the responsibility and authority to:

- (1) Implement personnel policies, rules and regulations in the units under their supervision;**
- (2) Take corrective action concerning employees under their supervision and make recommendations as to hiring, firing, transfer, promotions and personnel evaluations;**
- (3) Train new employees and participate in the development of other employees;**
- (4) Evaluate employee performance (see [section 3.30](#));**
- (5) Participate in the grievance procedures as specified (see [section 3.40](#)).**

2 AAC 10.220(b)(1) defines confidential personnel as follows:

The confidential unit is described in the collective bargaining agreement as "employees, engaged in performing personnel/payroll functions and services and as defined in 2 AAC 10.220(b)(1)." CEA Exh. 1. 2 AAC 10.220(b)(1) provides: "confidential employee" means an employee who assists and acts in a confidential capacity to a person who formulates, determines, and effectuates management policies in the area of collective bargaining.

A confidential employee is an employee who is required to develop or present management positions on collective bargaining, or whose duties normally require access to **confidential information that contributes significantly to the development of management positions on collective bargaining.**

City Manager Dept. (Eligible for Union: 0; Not eligible for Union: 3)

Supervisory: Manager, Assistant Manager

Confidential: Executive Liaison

MIS (Eligible for Union: 0; Not eligible for Union: 3)

Supervisory: Systems Manager

Confidential: Senior Technician, MIS Aide

Non-S or C:

City Clerk (Eligible for Union: 1; Not eligible for Union: 2)

Supervisory: Clerk, Deputy Clerk

Confidential:

Non-S or C: Administrative Assistant

Finance (Eligible for Union: 2; Not eligible for Union: 6)

Supervisory: Finance Director, Assistant Director, Accounting Supervisor, Accounting Technicians/Payroll I and II (2)

Confidential: Personnel Officer

Non-S or C: Utility Billing (2)

Community Development (Eligible for Union: 1; Not eligible for Union: 1)

Supervisory: Planner

Confidential:

Non-S or C: Planning Technician

Police Dept. (Eligible for Union: 16; Not eligible for Union: 7)

Supervisory: Police Chief, Lieutenant, Patrol Sargent, Corrections Sergeant, Dispatch Supervisor, Animal Control Officer

Confidential: Executive Assistant

Non-S or C: Corporal, Patrol Officer I/II/III (5), Police Dispatcher (6), DMV Clerk, Correctional Officer I/II/III (2), Animal Control Assistant

Fire Dept. (Eligible for Union: 2; Not eligible for Union: 2)

Supervisory: Fire Chief, Deputy Fire Chief

Confidential:

Non-S or C: Executive Assistant, Building Inspector

Public Works (Eligible for Union: 9; Not eligible for Union: 4)

Supervisory: Director, Shop Foreman, Street Foreman, Water/wastewater foreman

Confidential:

Non-S or C: Admin Asst., Water/wastewater operators (3), Maintenance/mechanic operators (3), Custodians (2)

Parks and Recreation (Eligible for Union: 2; Not eligible for Union: 6)

Supervisory: Director, Parks & Campgrounds Operations Supervisor, Campground Coordinator, TYC Coordinator, Teen Rec Room Coordinator, Sports and Rec Coordinator

Confidential:

Non-S or C: Executive Assistant, Recreation Aide/Admin Assistant

Library (Eligible for Union: 4; Not eligible for Union: 2)

Supervisory: Library Director, Program Coordinator/acting director

Confidential:

Non-S or C: Curator, Library Technician, Part-Time Library/Museum Aide (2)

Harbor Dept. (Eligible for Union: 7; Not eligible for Union: 4)

Supervisory: Harbormaster, Deputy Harbormaster, Senior Admin. Assistant, Harbor Worker III/Maintenance Supervisor

Confidential:

Non-S or C: Harbor Worker II (5), Admin Assistant (2)

Electric Dept. (Eligible for Union: 2; Not eligible for Union: 2; Other 6)

Supervisory: Utility Manager, Operations Supervisor

Confidential:

Non-S or C: Field Engineer, Executive Assistant

Other: (1) IBEW Lineman Foreman, (3) Journeyman Linemen, (2) Operator/Mechanics

SUMMARY

Supervisory: 37

- 2 City Manager – Manager, Assistant Manager
- 1 MIS - Systems Manager
- 2 Clerk – Clerk, Deputy Clerk
- 5 Finance – Finance Director, Asst Director, Acct Supervisor, Acct Tech (Payroll I/II) (2)
- 1 Community Development – Planner
- 6 Police – Police Chief, Lieutenant, Sergeant, Dispatch Supervisor, Corrections Sergeant, Animal Control Officer
- 2 Fire – Chief, Deputy Chief
- 4 Public Works – Director, Shop Foreman, Street Foreman, Water/Wastewater Foreman
- 6 Parks & Rec – Director, Parks & Campgrounds Ops Supervisor, Campground Coordinator, TYC Coordinator, TRR Coordinator, Sports & Rec Coordinator
- 2 Library – Director, Program Coordinator/acting director
- 4 Harbor – Harbormaster, Deputy, Sr. Admin Asst, Harbor Worker III/Maint Supervisor
- 2 Electric – Utility Manager, Operations Supervisor

Confidential: 5

- 1 City Manager – Executive Liaison
- 2 MIS – Senior Technician, MIS Aide
- 1 Finance – Personnel Officer
- 1 Police – Executive Assistant

Non-S or C: 46

- 1 Clerk – Administrative Assistant
- 2 Finance – Utility Billing
- 1 Community Development – Planning Technician
- 6 Police – Corporal, Patrol Officers (5)
- 6 Dispatch – Dispatchers (6)
- 1 DMV – DMV Clerk
- 2 Jail - Correctional Officers
- 1 Animal Control - Assistant
- 2 Fire - Executive Asst., Building Inspector
- 9 Public Works – Admin Asst., Water/wastewater operators (3), Mechanic/operators (3), Custodians (2)
- 2 Parks & Rec – Executive Assistant, Recreation/Admin Assistant
- 4 Library – Curator, Library Technician, P/T Library/Museum Aide (2)
- 7 Harbor – Harbor Worker II (5), Admin Assistant (2)
- 2 Electric – Field Engineer, Executive Assistant

NON-REGULAR EMPLOYEES:

SFT = Seasonal Full Time; SPT = Seasonal Part Time

Parks & Recreation:

Parking Operations Supervisor SFT
Park Technician/Supervisor SFT
Campground Attendant II SFT
Parking Technician SFT
Campground Attendants (7) SFT
Park Maintenance Workers (3) SFT
Park Aides (2) SFT
Sports and Rec Program Aides (4) SPT
Gardeners (1) SFT – (1) SPT
Parking Lot Attendants (3) SFT
Summer Camp Counselors (4) SFT
Program Aide Trainees (2) SPT
ALPAR crew (4-6) SPT and
ALPAR Crew Leader (1) (SPT)

Library/Museum:

Summer Seasonal Aide (2)

**PROPOSED PROCEDURE
For Conducting An Employee Election
Regarding Collective Bargaining Unit**

OBJECTIVE

At the direction of the City Council, the City Clerk's office is responsible for conducting an election of City employees relating to a Collective Bargaining Unit, the results of which would indicate whether the majority of City employees are interested in having the option of union representation.

PREPARATION

In preparation for an employee election, there are several decision points the City Council will have to consider, including:

- Is there sufficient interest for an election?
 - Already determined by consent
- Is APEA the appropriate bargaining representative?
 - Also already determined by consent
- Which departments/employees should be included in the bargaining unit?
 - Only those employees employed in the specific work classifications the Council determines are appropriate would take part in the election.
 - Ron Long providing proposed list of positions
- Does a majority (50% + 1) of the eligible employees *or* the votes cast by eligible employees favor representation?
- Answers to above questions along with election date and procedure will be proposed in resolution format at the March 12 Council meeting

ELECTION PROCEDURE

The City Clerk serves as the Municipal Election Official each year to oversee the City's elections, and also assists with borough, state, and federal elections. Although the Seward City Code does not provide specific provisions for employee elections regarding Collective Bargaining Units, the Clerk's office would apply the same rules, principles, and security measures as for any regular municipal election, to the extent possible.

Based on Seward City Code Title 4 and common labor practices:

- Establish date, time, and location for Election Day
 - Recommend two days of voting at City Hall to take place during business hours at least one week after Spring Break, i.e. March 19 or later
- Establish Election Board
 - To consist of one union representative, one management representative, and one citizen
- Establish four person Canvass Board
- Create Notice of Election
 - Determine how, where, and when to distribute
 - Post on all City bulletin boards; email to all employees on list; publish in Seward Journal and Seward City News
- Ballot
 - Neutral, clear, and concise wording
 - I wish to be represented by APEA: YES NO

- Voter Register
 - Obtain a list from the Personnel Officer of employee names to be included in the voting pool
 - Only eligible voters would be those employees currently in positions eligible for unionization
 - Create a register to allow space for each employee to sign their name
- Absentee In Person
 - Allowed
 - How much time to allot?
 - Two weeks prior
 - Must include an envelope with an oath, witness, and date
- Campaigning Rules/Restrictions
 - Management may not make threats or promises; spy upon employees; or discriminate against union organizers
 - Union may not campaign or solicit fellow employees when either employee is on work time nor may anyone intimidate or harass fellow employees
- Election/Canvass Board
 - Count Absentee In Person ballots
 - Count Election Day ballots (*counting is performed immediately after polls close and is open to the public to observe*)
- Budget
 - Advertising
 - Ballots
 - Election/Canvass Board
- Certification of Election
 - To be prepared and signed by three election judges; submitted to City Clerk

UNION INSTALLATION

In the event the City Council decides to proceed with recognizing APEA and the affected employees (those to be included in the bargaining unit) vote to join the union, the next steps would be:

- Direct the City Manager to begin negotiations with APEA to agree on a contract for working conditions for the employees
 - Contract terms may supplement or substitute existing personnel provisions as negotiated and allowed by law
 - If the union and the Administration cannot come to an agreement (“impasse”), they may request further advice from the Council and request additional time to negotiate
- After reaching an agreement, the Administration submits it to the Council for approval (contract via resolution)
 - If the Council rejects the contract, the Council may direct the Administration to revisit negotiations with APEA
- Once a contract is approved by the Council, each employee impacted must be given the option of opting in or out
 - 10-day proposed cutoff for opting out of initial and subsequent contracts, and option prior to beginning work for all subsequent new hires or promotions (SCC 3.65.010)
 - Although individuals may opt out, each position in the approved bargaining unit remains a “union position” and subsequent hires or promotions to that position will be given the option to opt out prior to beginning work
 - Bargaining unit positions held by non-union employees are governed exclusively by Title 3 and not subject to bumping rights or other contract terms