

**AGREEMENT**  
**between the**  
**City and Borough of Sitka, Alaska**  
**and the**  
**Public Safety Employees Association**

**September 1, 2022 through June 30, 2025**

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**ARTICLE 1 - PURPOSE OF AGREEMENT**

The purpose of this Agreement is to: promote harmonious and cooperative relations between the City and Borough of Sitka (“Employer”) and the Public Safety Employees Association (“PSEA” or “Union”); to protect the public by assuring orderly and effective operation of government and to

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promote efficiency and economy in service to the people of Sitka; and to record those agreements between the Employer and Union on matters of wages, hours and other terms of employment.

## **ARTICLE 2 - RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and part-time Employees in the Sitka Police Department, hereinafter "Department," except for the Chief, Lieutenants, and the Executive Assistant/Office Manager. Therefore, the Employer agrees that it will not negotiate or handle grievances with any individual or with any organization other than PSEA or its designee with reference to wages, hours, and other terms and conditions of employment of bargaining unit members. When individuals or organizations other than the Union, or its designee, request negotiations or handling of grievances, they will be advised by the Employer to transmit their request to the PSEA.

## **ARTICLE 3 - MERIT PRINCIPLES AND NONDISCRIMINATION**

The Employer and the Union agree to comply with all federal, state, and local laws prohibiting discrimination or harassment and that neither party will discriminate against any person or persons in violation of current state and federal statutes so as to deny such person or person's equal employment opportunities and rights as public Employees. The parties agree that it is their mutual intent to strengthen merit principles of employment in the bargaining unit.

## **ARTICLE 4 - ASSOCIATION SECURITY AND ACTIVITIES**

### **Section 1 Payroll Deductions**

- A. The Union Executive Director shall notify the Employer in writing of any increase or decrease in authorized dues at least thirty (30) calendar days prior to the effective date.
- B. The Employer shall deduct union dues from the wages of Employees who have authorized such dues deductions in writing.
- C. The Employer will forward any monies so authorized and deducted to the Union each month.
- D. Upon receipt, the Employer shall forward an Employee's written request to stop payroll deduction for Union dues to the Union.

- E. The Union will indemnify the Employer against any and all liability which may arise regarding deduction by the Employer of money for Union membership dues from Employee wages.

**Section 2 Nondiscrimination**

Neither the Union nor the Employer will discriminate against or harass Union or non-Union members for lawful activities.

**Section 3 Bulletin Boards**

The Employer shall provide space for the posting of Union notices on existing bulletin boards.

**Section 4 Union Representative**

- A. PSEA, whose main office is located in Anchorage, shall have a representative who shall be authorized to speak for the Union in all matters covered by this Agreement. The President of the Sitka Police Department Members Association, or designee, shall be the local representative of PSEA. However, no agreement, condition, modification, exception, waiver, or related action affecting this Agreement shall become effective until reduced to writing and signed by PSEA's Executive Director and the Municipal Administrator.
- B. PSEA representatives shall be permitted to visit any site at which bargaining unit members are working provided visitation is in compliance with security procedures and does not interfere with the members' work. The PSEA representative shall notify the Chief or his designee prior to such visitation.

**Section 5 Union Steward**

A steward may be appointed from among the members at any time by the Union. The Union will notify the Human Resources Director and the Chief in writing of such appointments, and when the member is no longer the steward within five (5) days of any appointment or change.

**Section 6 Employer Indemnification**

PSEA will indemnify, defend, and hold harmless, the Employer, its agents, insurers, and Employees, from any claim, termination, grievance arbitration, or cause of action arising from or related to any act or omission under this Article.

**Section 7 Member Status Notification**

- A. The Employer shall provide written notice to the Union within seven (7) days of the name, address and date of hire for any new member. The Employer shall likewise notify the Union within seven (7) days of the name of any member who has separated from employment.
- B. Unless a member leaves employment on the first day of the month, a member shall be obligated to make full dues payment for any month in which they are employed, including any part of the last month of employment.

## **Section 8 Member Orientation**

Within the first thirty (30) days of employment, the Chapter President, his designee, or a PSEA representative, shall have one (1) hour of each new member's on-duty time, by prior arrangement with the Chief or his designee, to discuss matters pertaining to this Agreement and Union representation. Nothing within this provision precludes the Employer from arranging for several members to attend the one-hour session at the same time.

## **Section 9 Member Rights**

Nothing contained herein shall be construed to, in any way, deprive members of rights as provided by law or ordinance.

### **ARTICLE 5 - MANAGEMENT RIGHTS**

- A. Nothing in this Agreement is intended to, or should be construed to, interfere with the prerogatives of the Employer, regardless of frequency of exercise, to operate and manage its affairs in each and every respect as provided in Sitka's Charter and its Ordinance, the Sitka Police Department's Operating Procedures Manual, and any other applicable state or federal law.
- B. Unless specifically modified by this Agreement, all functions, rights, powers, and authority of the Employer are recognized by the Union as being retained by the Employer, including but not limited to the right to hire, determine the work, assign the work and work schedule, classify and budget for positions, discipline and discharge, require and assign overtime work, and enforce reasonable rules and regulations.

### **ARTICLE 6 - PERSONAL LEAVE**

#### **Section 1 Personal Leave General**

- A. Personal leave shall be used for any and all sick and vacation time off purposes, except as provided below in Section 2A.
- 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. Management will respond to leave requests in a timely manner, allowing for the Employee to finalize plans for the absence. 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. An Employee who wishes to take more than two (2) weeks of leave shall submit their leave request in writing a minimum of thirty (30) calendar days prior to their departure.

Management shall respond to requests made for more than a two (2) weeks absence within ten (10) calendar days from the date of submission.

3. 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 (3) or more consecutive workdays of personal leave due to an illness or injury, the supervisor may require the member to provide a certificate from a licensed medical provider stating the reason for the absence.
4. If changes to the work schedule are made after the leave request is approved which result in the Employee having to take additional leave than originally requested, the Employer shall take into consideration the Employee's approved leave schedule to avoid adversely affecting the Employee whose leave is already allocated and approved.

## **Section 2 Leave Accrual**

- A. Rate of Accrual: All Employees shall accrue leave based on their total years of service with the Employer as set forth in Appendix A, except that newly hired Employees shall receive thirty-six (36) hours of accrual on their first day of employment which will be reflected on their first full paycheck.
  1. Newly hired Employees may only use the initial accrual for sick leave purposes during their probationary period.
  2. The thirty-six (36) hours shall be deducted from the total annual accrual for a first-year Employee and may not be cashed out under Section 6 below.
- B. Leave Reporting: Leave usage will be reported on each pay warrant. Monthly leave accrual shall be reported on the first pay warrant of each month after the accrual for the prior month is earned.
- C. Mandatory Usage: There shall be no mandatory leave usage requirement for the first twelve (12) months of service. After the first year of employment, Employees will forfeit any unused mandatory time off at the end of each fiscal year (June 30). When a leave request is denied or rescinded by the Chief, or designee, during the last quarter of the fiscal year (April, May, or June) which would have satisfied the mandatory leave requirement, the Municipal Administrator, or designee, may approve a rollover of the unused mandatory leave so long as there is no other option to take time off due to business needs.

## **Section 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 4 Maximum Accrual**

Unused personal leave may accumulate up to eight hundred and twenty (820) hours. Once the cap has been reached, the Employee shall not accrue any personal leave 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 5 Payment of Personal Leave upon Termination**

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

#### **Section 6 Personal Leave Cash-In**

After an Employee's first full year of service, the Employee may cash out up to two hundred (200) hours each fiscal year in no more than two installments. The Municipal Administrator has the authority to defer a request for up to thirty (30) days. The Employee shall be notified in writing of the reason for the deferral.

#### **Section 7 Leave Bank**

When an Employee has exhausted all personal leave, the Employee may apply for leave from the leave bank, which is subject to the following rules:

- A. Employees covered by this Agreement may voluntarily contribute personal leave into the leave bank; other Sitka employees may voluntarily contribute annual leave under this Section;
- B. The bank may be used to aid members who are experiencing a "serious health condition," or a qualifying family member is experiencing a "serious health condition";
- C. Eligibility and allocation of leave bank hours will be determined by the Finance Director with the approval of the Municipal Administrator; and
- D. The amount of leave provided to an individual from the leave bank cannot exceed twelve (12) weeks every calendar year.

#### **Section 8 Leave Without Pay**

- A. Up to 10 Days: Employees who have used their accrued personal leave may be granted leave-without-pay, not to exceed a total of ten (10) working days in any calendar year, for any compelling reason subject to approval by the Department Head.
- B. More than 10 Days: Employees who have used their accrued personal leave may be allowed to be absent from duty without pay, in excess of ten (10) days; on the basis of application for leave-without-pay approved by the Department Head, subject to the approval of the Administrator, so long as the Employer's interests and service are not unduly affected. Upon return from such leave, the Employee may be returned to their same position or any other vacant position to which the Employee is qualified.
- C. Personal Leave will not accrue while a member is on leave-without-pay.

## **Section 9 Jury Leave**

- A. When an Employee is required to report for jury duty, the Employee shall be afforded time off from work to allow the jury duty time and a minimum of eight (8) hours for rest between jury service and the Employee's next work shift.
- B. When an Employee is required to attend jury duty during his or her regularly scheduled shift shall be granted Jury Leave to attend jury duty and must return to work for the completion of their shift if the jury duty is completed prior to the end of the shift.
- C. An Employee on authorized Jury Leave shall give the Employer all monies received from the court as compensation for services and the Employee shall be paid their regular wage while on Jury Leave.
- D. Jury Leave shall be supported by written documents such as the Court Clerk's Statement of Attendance.

## **Section 10 Military Leave**

Employees shall be entitled to military leave in accordance with state and federal law. Under AS 39.20.340 each employee is entitled to 16 ½ days of paid military leave each calendar year. Any other military leave during a calendar year is unpaid unless the Employee chooses to use their accrued personal leave.

## **Section 11 Association Leave**

- A. There is hereby created an Association Leave Bank for the sole and exclusive use of the Union. The bank shall be administered and managed solely by the Union.
- B. The first eight (8) hours of accrued personal leave of all new Employees shall be transferred to the Association Leave Bank.
- C. Upon written request from the Executive Director of the Public Safety Employee's Association, or the President of the Sitka Police Department Members Association, the Employer shall transfer from one (1) hour to eight (8) hours from each Employee's personal leave account to the Association Leave Bank. Such deductions are not credited toward the mandatory use of personal leave required in Section 2.
- D. Transfers of leave into the Association Leave Bank may not occur more than once every three (3) months, unless the Union and the Employer agree to another schedule or exception.
- E. Leave placed in the Association Leave Bank shall be given a cash value by multiplying the number of hours deducted from the member's leave balance by the regular hourly pay rate of the donor. This cash value shall then be divided by the regular hourly rate of the recipient to establish its value in hours as business leave.
- F. The Union further agrees that the leave balance is neither returnable to the personal leave accounts of the Employer, nor transferable to successor bargaining agents, and has no cash value upon decertification.

- G. Requests for absences from duty for business leave shall be made in writing by the Executive Director of PSEA or the Chapter President to the Chief, or designee.
- H. Requests for absences for Union business shall not be denied except in exigent circumstances.
- I. The Employer will provide to the PSEA Business Office an electronic accounting of the Association Leave Bank at the end of each calendar year not later than January 31 of the following year.

**Section 12 Family/Medical Leave**

The Employer shall provide family and medical leave consistent with the Family Medical Leave Act (FMLA) and/or the Alaska Family Leave Act (AFLA), whichever applies, effective the first day of the qualifying leave.

**ARTICLE 7 - RELIEF PERIODS AND LUNCH BREAKS**

**Section 1 Relief Periods**

- A. Employees whose work schedule prohibits relief or refreshment during their shift shall be allowed one relief break not to exceed fifteen (15) minutes during the second half of the shift
- B. Employees who work a ten (10) hour or longer shift by assignment or holdover shall be entitled to an extra fifteen (15) minute break arranged with their supervisor at an appropriate time.

**Section 2 Lunch Break**

- A. All Employees shall be allowed a paid lunch break of thirty (30) minutes approximately halfway through their assigned shift at the Employee's straight-time rate of pay. No additional compensation will be paid if the lunch break is worked, except for (B) below or if the time worked creates an overtime situation.
- B. If Communication Center or Jailer/Correction Employees are required to work through the lunch break, the Employee shall be paid at the time and one-half rate of pay instead of straight-time rate of pay for the missed lunch break.

**Section 3 Scheduling Relief Periods and Lunch Breaks**

The Employer, based on Department demands and requirements, will endeavor to schedule time off for relief periods and lunch breaks consistent with this Article.

**ARTICLE 8 - WAGES, OVERTIME, AND PREMIUM PAY**

## **Section 1 Pay Matrix**

- A. The wage rates shown on the Pay Matrix at Appendix B shall be in effect on September 1, 2022.
- B. The Pay Matrix shall increase by 3.5% effective July 1, 2023.
- C. The Pay Matrix shall increase by 4.0% effective July 1, 2024.

## **Section 2 Step Increases**

- A. Except for those in Step O, all other Employees will be eligible to receive a step increase on their anniversary date in FY 24 (July 1, 2023 – June 30, 2024) so long as the Employee has not had an unacceptable evaluation within the prior twelve (12) months.
- B. During the life of this Agreement, once an Employee reaches Step O, the Employee will only be eligible to receive across-the-board adjustments to the Pay Matrix.
- C. No other step increases shall be paid unless provided below in this Article.

## **Section 3 Recognition Lump Sum**

In recognition of Employees continued service to the citizens of Sitka, Employees shall receive a one-time lump sum payment on or before October 15, 2022 equal to \$500.00, less withholding, so long as the Employee is employed on the date of distribution.

## **Section 4 Wage Rate for New Employees**

- A. New Employees normally shall be placed at Step A of the pay matrix, except as provided in the paragraphs below.
- B. New Police Officers
  - 1. If hired with no experience or training, a new Police Officer shall be paid the Training rate set forth in Appendix B. Upon satisfactory completion of both the Academy and field training, and upon approval by the Chief, the new Police Officer shall be moved to Step A.
  - 2. A Police Officer hired from another jurisdiction with prior work experience and upon proof of an APSC certification or eligibility for certification by the APSC, may be hired at a pay rate above Step A but not any higher than Step G. This determination will be made by the Chief, subject to the approval by the Municipal Administrator. The pay rate shall be disclosed in the offer letter to the new Police Officer.

C. New Dispatchers

1. If hired with no experience or training, a new Dispatcher shall be paid at the training rate set forth in Appendix B. Upon satisfactory completion of their probationary period, the new Dispatcher shall be moved to Step A.
2. If an Employee is hired to be a Dispatcher and they have prior relevant work experience, the Employee may be hired at a pay rate above the training rate and Step A but not any higher than Step G. This determination will be made by the Chief, subject to the approval by the Municipal Administrator. The pay rate shall be disclosed in the offer letter to the new Dispatcher.

- D. Other newly hired Department Employees may be placed at a pay rate above Step A, but not any higher than Step C, if in the judgment of the Chief and subject to the approval by the Municipal Administrator, the newly hired Employee has knowledge, skills, and abilities specific to the job class that justifies the higher pay rate. Under no circumstances shall a newly hired Employee under this paragraph be placed above a Step G. The pay rate shall be disclosed in the offer letter to the new Employee.

**Section 5 Overtime**

- A. When assigned an eighty-four (84) hour schedule, all hours worked in excess of eighty-four (84) hours per pay period by police officers, sergeants, dispatchers, and jail officers shall be compensated at one and one-half times (1.5x) the Employee's regular rate of pay. Police officers and jail officers while at the Academy shall not be eligible for overtime.
- B. For all other Department Employees assigned an eight (8) or ten (10) hour workday and a forty (40) hour workweek, all hours worked in excess of forty (40) hours in a workweek shall be compensated at one and one-half times (1.5x) the Employees regular rate of pay.
- C. Police Officers and Jail Officers while at the Academy shall not be eligible for overtime.
- D. Employees shall not work overtime without advance supervisory approval. The Employer will endeavor to distribute overtime work on an equitable and practical basis among Employees in the affected job classifications able to perform the work as determined by the Employer.
- E. The Employer shall endeavor to offer scheduled overtime to Employees in the bargaining unit before offering it to other department employees.

**Section 6 Call Back Time**

- A. If an Employee is in a "call back" situation, the Employee shall receive a minimum of two (2) hours call-back pay calculated at one and one-half times (1.5x) the Employee regular rate of pay.
- B. When scheduling extra duty, the Employer shall notify the Employee not less than twenty-four (24) hours prior to commencement of extra duty. If less than twenty-four (24) hours notice is

given, the extra duty shall be treated as “call back” and paid at the premium rate of pay. If scheduled extra duty is cancelled with less than 24-hours-notice, the employee shall be paid two (2) hours of call back premium pay.

### **Section 7 Court Pay**

An Employee who must go to court outside of the Employee’s normal work schedule shall receive a minimum of two (2) hours at one and one-half times (1.5x) the Employee’s regular rate of pay.

### **Section 8 Standby Pay**

When an Employee is required to be available for work on standby status outside of their normal work schedule as designated in writing by the Chief, or designee, he or she will be compensated at the rate of Three Dollars and Fifty Cents (\$3.50) per hour for each hour in standby status. Employees on standby status will be required to respond and be ready-to-work within thirty (30) minutes or at such time as designated by the Chief or designee.

### **Section 9 Field Training Officer and Communications Training Officer**

An Employee assigned, in writing by the Chief, or designee, to conduct FTO or CTO training shall receive Two Dollars and Fifty Cents (\$2.50) per hour more than the Employee’s regular rate of pay for all hours performing FTO and CTO duties.

### **Section 10 Officer-In-Charge and Dispatcher-In-Charge Pay**

An Employee assigned in writing by the Chief, or designee, to Officer-In Charge or Dispatcher-In-Charge duty shall receive a five percent (5%) or a two-step (2) increase for all hours performing in-charge duties.

### **Section 11 Shift Differential**

- A. Any scheduled 12-hours shift beginning between 5:00 a.m. and 8:00 a.m. shall be considered the day shift and no premium pay is due under this Section.
- B. Any scheduled 12-hour shift that begins between 5:00 p.m. and 8:00 p.m. shall be considered the night shift and Employees who are assigned shall receive a shift differential equal to five percent (5%) unless otherwise authorized by the Chief or designee.

### **Section 12 Detective Premium Pay**

A police officer assigned to be a full-time detective in writing by the Chief, or designee, shall be paid two and one-half percent (2.5%).

### **Section 13 Pay Shortages and Overpayments**

If a shortage or overpayment occurs, the Employer shall notify the Employee of the problem immediately. Prior to recovering any overpayment, the Employer shall work with the Employee to set up a repayment plan. Any shortage shall be paid to the Employee on the Employee’s next paycheck.

## **ARTICLE 9 - UNIFORMS, PROPERTY, AND EQUIPMENT**

### **Section 1 Uniforms**

- A. The Employer shall provide all uniforms and equipment necessary to perform the job duties for the Department, as determined by the Chief, or if required by state or federal law.
- B. Upon proof of damage or wear to the Chief, or designee, the above items shall be replaced.

### **Section 2 Handgun**

- A. The Employer will provide newly appointed police officers with a handgun, holster, magazine and magazine holder to be used while on-duty.
- B. Police Officers may use another handgun on duty so long as the handgun meets Department requirements and is approved by the Chief in advance.

### **Section 3 Soft Body Armor**

The Employer will provide each newly appointed police officer National Institute of Justice approved soft body armor and external carrier. The Employer will take steps to replace all soft body armor prior to its recommended expiration date.

### **Section 4 Wearing of Uniform**

- A. Uniform items provided by the Employer and items which identify the individual as an Employee shall be worn only with the permission of the Police Chief, in the performance of assigned job duties or when traveling directly from place of residence to work and traveling directly from work to place of residence.
- B. The parties agree that PSEA may request its members to appear in uniform for its functions with prior written notice and approval by the Chief.

### **Section 5 Equipment and Other Work-Related Necessities Allowance**

- A. Employees may request and be authorized to purchase, subject to the approval of the Chief or designee, equipment or other work-related necessities that are not regularly provided by the Department during a calendar year.
- B. If approved by the Chief, or designee, the Employee will be eligible for such expenses up to \$150.00 for non-sworn positions and \$300.00 for sworn positions.
- C. Any such item purchased shall be considered the property of the Employer and shall be turned into the Chief upon termination of employment, unless agreed to otherwise by the Chief.

**ARTICLE 10 - TRAINING**

**Section 1     Employer Assigns Training**

The Employer shall determine when training is necessary and will make reasonable efforts to provide training opportunities to all Employees so long as such training is consistent with the Employer's needs. The Employer will normally not schedule an Employee for training which conflicts with the Employee's scheduled and approved personal leave.

**Section 2     Employee Request**

An Employee who wants to attend a course, seminar, workshop or other type of training and have the Employer reimburse the cost shall:

- A. Describe the training and how it relates to the Employee's current position or a position within the Police Department to which the Employee could be assigned;
- B. State the total cost of the training and the amount proposed for reimbursement by the Employer; and
- C. Secure the written concurrence of the Chief through the chain of command on the amount of reimbursement for satisfactory completion of the training.

**Section 3     Successful Course Completion Required**

An Employee who does not successfully complete a course of instruction approved by the Employer may not be reimbursed for the training costs unless authorized otherwise by the Chief.

**Section 4     Registration Fees**

Actual costs of registration fees will be paid or reimbursed if previously authorized by the Chief.

**Section 5     Reimbursement for Training During Employment**

- A. In the event an Employee, who has completed their initial probationary period, attends training, the Employee may be asked to reimburse the Employer for such training if the Employee leaves employment before the completion of a twelve (12) month period after completion of training in accordance with the following schedule, and the training costs exceed \$2,500.00 which includes, but is not limited to, transportation, housing, per diem, and course costs.

1-3 months	100%
3-6 months	75%
6-9 months	50%
9-12 months	25%

- B. Prior to attending training which may require repayment, the Employee and Chief shall review the costs of such training and the Employee's responsibilities for repayment. If

agreeable, the Employee and Chief shall sign a Training Reimbursement Agreement setting forth the costs and repayment schedule before attending the training. A copy of the Training Reimbursement Agreement shall be sent to the Union. Failure to agree under this paragraph shall not subject an Employee to disciplinary action.

- C. Repayment shall not be required, even if a signed agreement exists, in the following circumstances:
1. the Employee was discharged from employment with the Department;
  2. the Employee separated from employment with the Department due to injury or illness;  
or
  3. the training does not happen or the Employee cannot attend the training due to circumstances outside of the control of the Employee.
- D. The Employer shall have the right to deduct from the Employee's final paycheck any monies owed in accordance with this Section, or as otherwise agreed to in writing by the Employee or Chief, or by any other legal means available to the Employer.

## **ARTICLE 11 - EMPLOYEE BENEFITS**

### **Section 1 Worker's Compensation**

In cases of injury or ailment which is covered by Workers Compensation Insurance, personal leave shall be used to pay the disabled Employee the difference of the wage which the Employee would have otherwise earned, and the workers compensation benefit received. Once the Employee's personal leave is exhausted, the Employee may submit a request under Article 6, Section 7, Leave Bank, for donations.

### **Section 2 Health Insurance**

The Employer will make available to all Employees covered by this Agreement a health and life insurance plan, subject to plan eligibility requirements. The Employer shall pay 100% of the cost of coverage for the Employee and their dependents.

### **Section 3 Retirement**

The Employer and all regular Employees covered under this Agreement will participate in the Public Employees Retirement System of Alaska.

## **ARTICLE 12 - SAFETY**

### **Section 1 Employer Responsibilities**

The Employer shall comply with applicable federal and state occupational safety laws and regulations and industry standards. The Employer shall make every effort to provide a safe and healthful workplace.

## **Section 2 Employee Responsibilities**

Each Employee is required to act with due care and regard for his own safety and that of his fellow Employees. All Employees shall comply with applicable federal and state occupational safety laws and regulations and industry standards. Employees while on duty shall not expose or subject themselves or others to unsafe working conditions outside the scope of their employment. Employees also are expected to follow the Employer's Safety Policy found in the Personnel Policies Handbook and any other Department safety rules.

## **Section 3 Unique Nature of Law Enforcement Work Recognized**

The parties recognize that the nature of law enforcement requires Employees to work in unsafe conditions as part of their job and to incur risks not demanded of other Sitka employees. Consequently, Employees are expected to do their jobs even if unsafe conditions exist unless a refusal to work is due to an unsafe condition covered by OSHA

## **Section 4 Safety Officer**

The steward, or designee in their absence, shall serve as the safety officer and shall act as the liaison between the Employees and the Employer regarding safety matters. The steward shall be given an opportunity at the monthly staff meetings to bring safety matters to the attention of the Chief and administrative staff. If the safety matter requires immediate attention, the steward shall report the safety matter to the Chief, or designee, at their earliest opportunity and not wait for the monthly meeting to be held.

# **ARTICLE 13 - PERSONNEL FILES**

## **Section 1 Location**

Official personnel files shall be maintained in the Human Resources Department. Field personnel files may also be maintained by the Department.

## **Section 2 Confidentiality**

All information contained within an Employee's personnel file, regardless of location, is confidential except as provided by law. Employees who have a need to know the information contained in an individual Employee's personnel file to perform their official duties with the Employer shall have access to the Employee's personnel files. The Human Resources Department shall maintain a record of any person or entity, other than the Human Resources staff, which reviews or has access to the Employee's personnel files.

## **Section 3 Employee Access**

Employees shall have access to the Employee's personnel files upon reasonable notice and at reasonable times. Personnel files may not be removed from their location and shall be reviewed in

the presence of staff. Upon request, Employees may receive copies of any documents contained within their personnel files.

#### **Section 4 Union Access**

Upon written authorization by an Employee, the Union and its representatives shall have the right to review the Employee's personnel files upon reasonable notice and at reasonable times.

#### **Section 5 Third Party Access**

Employees may authorize in writing any other person or entity the right to review the Employee's personnel files. Access to the file by anyone outside of the Employer, including the Union, shall be in accordance with applicable local, state, and federal laws or regulations, or as ordered by a court of competent jurisdiction. In the event a governmental agency or court obtains access, the affected Employees shall be notified of such access.

#### **Section 6 Removal of Documents**

Upon request by an Employee, the Chief, or designee, may remove a Written Reprimand, or any lesser form of discipline, given to an Employee two (2) years after it is issued provided no further instance of similar conduct occurs as determined by the Chief. If the request to remove the document is denied, the Employee will be provided a written explanation of the reasons. Nothing in this paragraph requires removal of any reference to the disciplinary action in the Employee's performance evaluation.

### **ARTICLE 14 - GRIEVANCE PROCEDURE**

#### **Section 1 Exclusive Remedy**

This procedure shall be the sole and exclusive means of settling disputes and disagreements between the parties involving the application of this Agreement.

#### **Section 2 Grievance Defined**

- A. A "grievance" is any disagreement or dispute between the Employer and the Union regarding the application of this Agreement.
- B. This procedure shall not be available to probationary Employees where disciplinary action or termination occurs.
- C. A Written Reprimand given to an Employee is not subject to the grievance procedures under this Article. However, an Employee may submit a rebuttal memorandum which shall be attached to it when it is placed in the Employee's personnel file.

#### **Section 3 General Procedures**

- A. All written grievances shall contain the following information, to the extent known at the time of filing:

1. the name and job classification of the grievant(s);
  2. the date of the alleged action or omission which lead to the grievance;
  3. a statement of the facts known to the Employee and/or the Union supporting the grievance;
  4. a list of articles and sections within the collective bargaining agreement that have been violated;
  5. the remedy sought; and
  6. the signature of the grievant(s).
- B. Should the Employer not comply with the time limits specified in this Article, the Union may advance the grievance to the next higher step. Any grievance not filed by the Union according to the procedures and time frames in Section 4 below shall be deemed to have been waived and shall not be entitled to further consideration.
- C. Grievances filed by the Employer shall be filed with PSEA's Executive Director.
- D. "Days" as used within this Article is defined as calendar days, unless specified otherwise.
- E. Fax delivery of grievances and responses between the Union and the Employer shall be acceptable.
- F. In all instances, Employer responses shall be delivered to PSEA in Anchorage as the official recipient of grievance responses.
- G. The time limits herein stated may be extended by written mutual agreement of the parties. Such mutual written agreement may be transmitted via US mail, fax, e-mail or other reliable written electronic communication.
- H. "Class action grievances" shall be defined as grievance affecting more than one Union Employee. Class action grievances shall be filed at Step 2. For purposes of signing the grievance as required above, a single grievant may sign on behalf of the entire class.
- I. Disciplinary action greater than a Letter of Reprimand shall be filed at Step 2.
- J. A grievance may be filed at a higher step if the recipient of the grievance does not have the power or authority to grant the relief requested upon mutual agreement between the parties.

#### **Section 4 Grievance Procedure Steps**

The parties shall first attempt to resolve their disputes informally. If this method is unsuccessful, the following steps shall be followed in processing grievances:

A. **STEP 1**

1. A grievance shall be initiated by the Union's submitting the grievance in writing to the first level of supervisor outside the bargaining unit within twenty-one (21) days from the date the Employee knew of the action or inaction.
2. The supervisor shall meet with and discuss the grievance with the grievant and his/her Union representative and provide a written response within fourteen (14) days of the receipt of the original grievances.

**B. STEP 2**

1. If resolution is not reached at Step 1, the grievance may be elevated by the Union to the Chief no later than fourteen (14) days after the supervisor's response or the date the response was due, whichever is earlier.
2. Within fourteen (14) days of receipt of the grievance, the Chief may meet with the grievant and the Union representative to discuss the grievance and shall provide a written response within fourteen (14) days after receipt of the grievance.

**C. STEP 3**

1. If resolution is not reached at Step 2, the grievance may be elevated by the Union to the Employer Administrator within fourteen (14) days of receipt of the Chiefs response, or the date of the response was due, whichever is earlier.
2. Within fourteen (14) days of receipt, the Employer Administrator shall provide a written response upholding, modifying, or disapproving the suspension or demotion and any suspension shall then take effect in accordance with the Administrator's decision.

**D. STEP 4**

1. If resolution is not reached at Step 3, the grievance may be submitted by the Union to arbitration in the following manner: Within twenty-one (21) days of the Unions receipt of the Employer Administrators response at Step 3 or the date the response as due, whichever is earlier, the Union may deliver to the Employer Administrator a written demand for arbitration.
2. Within ten (10) working days after receipt of the written demand, the Union and the Human Resource Director or their designee shall meet in an effort to select an arbitrator.
3. If an arbitrator has not been agreed after this meeting, the parties shall jointly contact the United States Federal Mediation and Conciliation Services (USFMCS) or by mutual consent, the American Arbitration Association (AAA), to request the names of 11 qualified arbitrators from Nevada, Arizona, California, Washington, Oregon, Idaho, or Alaska: the cost of such request shall be equally borne by the parties. Nothing in this paragraph precludes the parties from creating a single arbitrator panel after Agreement is effective to be used for the duration of this Agreement.
4. If the parties cannot mutually agree which list to request, the issue will be resolved by flipping a coin. Within fourteen (14) days of receipt of a list of arbitrators, the parties

shall proceed alternately to strike names from the list until one name remains and that person shall become the arbitrator.

5. The first choice in striking an arbitrator shall be done by flip of a coin if the parties do not consent to exercise of the first choice.
6. The arbitration shall commence at a neutral location provided by the Employer at a time selected by the arbitrator and agreed upon by the parties.
7. The Arbitrator's function is to interpret the Agreement. The Arbitrator's authority is limited to considering the particular issue(s) set forth in the written grievance by the Union and the written response by the Employer. The Arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall not award or grant any right, privilege, or benefit to the Union or Employees not provided for by this Agreement.
8. Procedural issues shall be reviewed by the Arbitrator during the same proceeding as the underlying merits of the same grievance, unless agreed to otherwise by the parties.
9. The arbitrator shall be requested to provide the parties with written findings of fact and conclusions of law, if any, and the complete rationale for any award within thirty (30) working days of the hearing's completion or after receipt of post-hearing briefs, unless the parties consent to a longer time. The decision of the arbitrator shall be final and binding upon the parties.
10. Each party shall bear its own expenses associated with the arbitration. The arbitrator shall assign his/her fees and expenses to the losing party, i.e., either to the Union or to the Employer; if there is no losing party, the fees and expenses shall be apportioned by the arbitrator between the parties. The parties shall use their best efforts to minimize the costs of any arbitration.

## **ARTICLE 15 - ADMINISTRATIVE INVESTIGATIONS**

During the life of this Agreement, the parties agree to meet to review any proposed changes to the Administrative Investigation Manual ("AI Manual"). Decisions regarding the final content of the AI Manual will be determined by the Chief after meeting with the Union.

## **ARTICLE 16 - PROBATIONARY PERIODS AND PERFORMANCE EVALUATIONS**

### **Section 1 Probationary Periods**

- A. Every new regular Employee shall serve a twelve-month probationary period, during which time the Employee may be terminated at the sole discretion of the Employer without right of appeal.

- B. Probation may be extended one time up to ninety (90) days for any Employee with a written agreement between the Municipal Administrator and the Union
- C. Current regular Employees who are promoted or transferred to a different position shall serve a six-month probationary period. If the Employee's performance in the new position is unsatisfactory in the Employer's sole discretion, the Employee may be returned to their previous position if vacant or to another vacant position so long as the Employee' is qualified for that position. This employment action shall not be construed to be a demotion or disciplinary action requiring just cause.
- D. A demoted Employee shall not serve another probationary period so long as the Employee had previously completed the initial probationary period in the job classification to which the Employee returns.

## **Section 2 Performance Evaluations**

- A. The Personnel Policies Handbook provisions regarding performance evaluations shall apply to Employees covered by this Agreement, except as provided below.
- B. An Employee shall be evaluated within sixty (60) days after the Employee's anniversary date of employment in the job classification.
- C. An Employee shall be allowed to submit a written comment or rebuttal to any performance evaluation received. The rebuttal may challenge the overall rating or any part of the evaluation and must be submitted within thirty (30) days after the Employee's receipt of the evaluation. The rebuttal will be initially submitted to the Chief for his review, and then forwarded to the Human Resources Director to be attached to the performance evaluation being challenged in the Employee's personnel file.
- D. If step increases are granted during the life of this Agreement in Article 8 and an Employee is denied a step increase due to an unacceptable performance evaluation shall be re-evaluated within not later than one hundred and eighty (180) days after the Employee's anniversary date. If the Employee has improved and obtained an acceptable rating, the Employee shall be entitled to a step increase from the six-month anniversary date forward.

## **ARTICLE 17 - DISCIPLINE AND DISCHARGE; RESIGNATION**

### **Section 1     Discipline and Discharge**

- A.     No regular Employee shall be disciplined or discharged without just cause. All discipline, except for written reprimands, shall be subject to review if challenged timely and in accordance with the grievance-arbitration procedure set forth at article 15.
- B.     The Employer reserves the right to determine what level of discipline will be issued in any given situation. A copy of the disciplinary notice will be given to the Employee and sent to the PSEA Anchorage office via fax, email or scan on the same day it is issued. The Employer in its discretion will utilize the following progressive discipline steps:
- Written reprimand
  - Suspension without pay
  - Demotion
  - Discharge
- C.     In the event an Employee may be suspended or demoted, the Employee may be placed on administrative leave with pay until any investigation is concluded. If, through the grievance procedure, the suspension or demotion is overturned, then the Employee shall be entitled to back pay. An Employee placed on administrative leave is presumed innocent until a decision is made by the Chief, as approved by the Administrator.

### **Section 2     Right of Representation**

An Employee has the right to request and receive Union representation during any investigative interview in which the Employee reasonably believes the interview could lead to discipline or discharge. The Employer agrees to notify the Union of its intention to conduct an investigative interview under this Agreement or the AI Manual prior to the start of the investigation.

### **Section 3     Resignation**

An Employee who intends to terminate service with the Employer shall submit a written resignation to the Chief or designee stating his/her last dates of employment. Resignations shall be submitted as early as possible, but at least two (2) weeks before the final workday unless mutually agreed beforehand between the Employer and the Union. A copy of the Employee's resignation shall be filed in the Employee's personnel file and sent to the Union. At the Employer's option, the Employee may be paid two (2) weeks full pay and benefits and allowed to leave employment immediately.

### **Section 4     Pay in Lieu of Notice**

Regular Employees shall be given two (2) weeks' notice of separation. The Employer, at its sole discretion, may elect to provide full pay in lieu of notice.

**Section 5 Medical Examinations**

No Employee shall be required to submit to a medical or psychological examination unless the Employer has a job-related justification to require the Employee to submit to such an examination. Nothing in this paragraph limits the Employer’s right to seek medical certifications or fitness for duty reports as permitted by federal and state law, or as otherwise provided for in this agreement.

**ARTICLE 18 - SENIORITY, LAYOFF, AND RECALL**

**Section 1 Seniority Defined**

- A. There are two (2) types of seniority. All Employees shall be listed in descending order.
  - 1. Job Classification Seniority. The Employee having the longest term of unbroken service in the job classification represented by the Union shall be number one (1) on the Job Classification Seniority.
  - 2. Department Seniority. The Employee having the longest term of unbroken service in the Department shall be number one (1) on the Department Seniority list.

- B. The job classifications represented by the Union are:
 

Sergeant	Police Officer
Dispatch Supervisor	Dispatcher Clerk
Multi-Service Officer	Animal Control Officer
IT Specialist	Jail Officer
	Jail Officer II

- C. There are three job series for purposes of this Article
 

<u>Job Series I</u> Sergeant Police Officer	<u>Job Series II</u> Dispatch Supervisor Dispatch Clerk
<u>Job Series III</u> Jail Officer II Jail Officer	

- D. If two (2) or more Employees have identical seniority, the following shall be used to break the tie:
  - 1. First, the Employee with the most seniority with the Department;
  - 2. Second, the Employee with the most seniority with the Employer;
  - 3. Third, the Employee who has the most favorable overall performance rating score during the previous year;

4. Fourth, veteran status defined as an individual who has been honorably discharged from military service;
5. Fifth, by lot.

## **Section 2 Application of Seniority**

- A. Seniority may be used where scheduling issues or other operational requirements are open to Employee bidding by the Chief. The type of seniority to be used shall be designated by the Chief.
- B. Job Classification Seniority shall be used to determine the order of layoff and recall; Department Seniority shall be used to determine bumping rights.

## **Section 3 Termination of Seniority**

- A. Seniority shall be terminated upon:
  1. resignation;
  2. layoff for a period of more than two (2) years;
  3. failure of the member to report for duty within thirty (30) days after notification of a recall from layoff;
  4. abandonment of position (failure to report within three (3) days of scheduled duty);
  5. promotion to a position outside the bargaining unit except as provided in section 4 below; or
  6. dismissal.
- B. Seniority shall not be interrupted by:
  1. periods of leave or layoff for a period of less than two (2) years;
  2. absence due to an on-the-job injury;
  3. active military duty when recall for such duty is beyond the control of the member; or
  4. retirement disability up to three (3) years.

## **Section 4 Seniority Protected After Promotion or Reassignment**

An Employee promoted or assigned to a position outside the job classifications represented by the Union but who remains within the Department is entitled to a two-year period of absence from the bargaining unit without loss of seniority. The Employee's seniority will be frozen at the level attained at departure from the unit position and will not accrue during the Employee's two-year absence. If the Employee retains the position outside of the bargaining unit for more than two (2) years, the Employee's seniority for purposes of this Article shall terminate.

## **Section 5      Layoff/Recall**

### **A.      General Provisions**

1. The Chief, upon approval of the Municipal Administrator or designee, may layoff an Employee by reason of abolition of position, shortage of work or funds, or other reasons outside the Employee's control. A layoff does not reflect discredit on the service or performance of the laid-off Employee.
2. No Employee shall be laid off if there are temporary Employees in the Department.
3. Probationary Employees will be laid off prior to regular Employees.
4. No Employee shall be laid off because a non-bargaining unit member wishes to return to a bargaining unit position.

### **B.      Order of Layoff**

1. Order of layoff is by job classification, and by job series, when one exists, except as provided below in 3c.
2. Layoffs shall be made in inverse order of seniority.
3. Bumping Rights
  - a. Once the job classification to be laid off is identified, the Employee with the least bargaining unit seniority in the job classification to be laid off shall be the first to be laid off.
  - b. If the identified Employee is in a job classification in a job series set forth in Section 1(c), the Employee may choose to displace another Employee in the lower job classification, provided that the Employee in the higher job classification has more Department seniority than the Employee in the next lower classification.
  - c. If an Employee is to be laid off in a single job classification (no Job Series in Section 1(c) has obtained regular status in a job classification covered by this Agreement, the Employee may choose to displace an Employee in a previously held job classification provided that the Employee has more Department Seniority than the Employee in the previously held job classification.

### **C.      Notification of Layoff and Recall Requirements**

1. After a decision is made that a layoff is necessary in the Department, the Chief shall notify in writing all Employees that a layoff will occur and the anticipated job classification to be laid off, and the expected date of the layoff.
2. The Employees in the identified job classification to be laid off shall receive a minimum of thirty (30) days written notice before the layoff is effective.

3. If the affected Employee is eligible to bump to a lower or different job classification covered by this agreement, the Employee shall notify the Chief in writing within five (5) working days from the date the Employee receives the layoff notice of the Employee's desire to bump to a lower or different classification. Failure to notify the Chief of a desire to bump as required herein shall result in a forfeiture of the Employee's right to bump.

D. Rights of Laid-Off Employees

1. At the time of layoff, the Employee laid off will receive payment for all personal leave.
2. No temporary Employees shall be hired while Employees are in layoff status unless the laid-off Employee is first offered the work and does not accept or timely respond to an inquiry.
3. A laid-off Employee may reject a temporary or seasonal position without losing layoff recall rights. Notice to the laid-off Employee shall include the estimated duration of the temporary or seasonal position.
4. Upon layoff, the laid off Employee shall be placed on the layoff list for the job classification series from which the Employee was laid off, and for the bargaining unit. Recall rights exist for two (2) years from the effective date of the layoff.
5. The layoff list shall be ranked in inverse order of layoff. Any vacant position that the Employer elects to fill in the job classification shall be offered to the first Employee on the layoff list, provided however, that an Employee may not be recalled to a higher job classification than the Employee previously held.
6. To be reappointed an Employee on layoff status must meet the licensing and certification required for the other incumbents in the classification.
7. An Employee on layoff status may apply for any vacant position with the Employer. Qualified applicants on layoff status will be given the opportunity to interview for the vacant position.
8. An Employee on layoff status may accept alternative employment without forfeiting layoff rights.
9. When an Employee on layoff status is recalled to a position in the Employee's former job classification, the Employee will resume employment with the same employment status, range and step held at the time of layoff.
10. When an Employee on layoff status is offered appointment to a different job classification with the Employer, the Chief and the Human Resources Director shall determine the Employee's employment status, range and step. When an Employee on layoff status accepts an appointment in a different job classification, a probationary period must be served.

E. Employee Obligations

1. When an Employee on layoff status refuses or fails to respond to a written offer of appointment to the Employee's former Job classification within ten (10) days, layoff status is ended, and the Employee will be separated in good standing.
2. When an Employee on layoff status fails to respond within ten (10) days to a written inquiry relating to availability for appointment to a different job classification, layoff status is ended, and the Employee will be separated in good standing.

F. Job Vacancy Announcements

The Human Resource Director will post all job vacancy announcements on the Employer's web site and will make available, upon written request by the laid-off Employee, copies of such job vacancy announcements.

**ARTICLE 19 - LABOR MANAGEMENT COMMITTEE**

The parties recognize that the success of the Employer in conducting the affairs of government, the job security of Employees, and the effective administration of this Agreement depends on mutual cooperation and effective communications among all parties. Consequently, the parties agree that they will meet in good faith at reasonable times and places concerning this Agreement and its interpretation or any other matter of mutual concern to facilitate such mutual cooperation and effective communication.

**ARTICLE 20 - HOLIDAYS**

**Section 1 Designated Holidays**

- A. All Employees covered by this Agreement shall have eleven (11) holidays per year to be observed on the following days:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Alaska Day	October 18
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

and such other days as may be proclaimed by the Municipal Administrator.

- B. When the holiday falls on a Saturday, the holiday will be observed on the preceding Friday, and when the holiday falls on a Sunday, the holiday will be observed on the following Monday. For Employees who work a schedule other than a Monday-Friday, the Employee's first day off shall be considered their Saturday and the Employee's second day off shall be considered their Sunday.
- C. In lieu of Seward's Day holiday, the last Monday in February, Employees shall receive one (1) floating holiday which will accrue not later than March 31 of each calendar year based on the Employee's assigned schedule, and which must be used by December 31 of the same calendar year. Use of the floating holiday as time off is subject to the approval by the Chief or designee.

## **Section 2     Holiday Compensation**

- A. All Employees will be paid holiday pay at the Employee's straight time rate for all hours of their scheduled shift on either the holiday or the designated holiday.
- B. If the Employee works on the actual holiday (for all Employees on an eighty-four (84) hour shift) or the designated holiday (for all other Employees), the Employees shall be compensated at the one and one-half times (1.5x) the Employee's regular rate in addition to the regular day's holiday pay for only the actual hours worked on the holiday up to twelve (12) hours and double time (2x) for all consecutive hours worked in excess of the Employee's schedule shift that began or ended on the holiday.
  - 1. No additional time off or pay will be granted for a holiday worked.
  - 2. Employees shall be eligible for holiday pay under paragraph B if the Employee's shift begins or ends on the holiday. Employees are entitled to only one twelve (12)-hours shift of holiday premium pay for the given holiday unless the Employee actually works more than twelve (12) hours on a holiday in accordance with paragraph B above.

## **ARTICLE 21 - GENERAL PROVISIONS**

### **Section 1     Availability of the Parties**

Upon written request the parties agree that representatives of the Union and the Employer shall meet during the life of this agreement to discuss this Agreement, its interpretations, continuation or modification and other matters of mutual concern.

### **Section 2     Letters of Agreement**

Nothing in this agreement precludes the parties from amending this agreement by mutual consent of the parties in writing at any time during its term.

### **Section 3 Subordination and Savings**

- A. **Subordination:** The Employer and the Union mutually agree that this Agreement shall in all aspects comply with and be subordinate to federal laws, state laws, and ordinances of the Employer that have not been expressly modified by this agreement.
- B. **Savings:** If an Article or part of an Article should be found by a court of competent jurisdiction or by mutual agreement between the Employer and the Union to be in violation of any federal law, state law or the Employer's ordinances, the remaining Articles and provisions of this Agreement remain in full force and effect.

### **Section 4 Complete Agreement**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties are set forth in this Agreement. The parties further understand that they have agreed to meet about any subjects relating to this Agreement and other matters of mutual concern during the term of this Agreement when requested. However, nothing in this Section obligates a party to reach agreement or to change this Agreement with respect to any subject or matter specifically referred to or covered by this Agreement. This Agreement replaces and supersedes all prior oral and written understandings, agreements, and policies otherwise referred to or covered by this Agreement and concludes all collective bargaining for the duration of the Agreement. Nothing in this Section relieves either party of their legal obligation to bargain in good faith with respect to mandatory subjects of bargaining.

#### **ARTICLE 22 - OPERATING PROCEDURES MANUAL**

The Department Operating Procedures Manual ("OPM") shall apply to the Employees covered by this Agreement. Where the terms of the OPM are in conflict or otherwise inconsistent with this Agreement, the Agreement shall prevail.

#### **ARTICLE 23 - PERSONNEL POLICIES HANDBOOK**

The City and Borough of Sitka Personnel Policies Handbook, as amended and adopted by the Assembly on December 14, 2021, shall apply to Employees covered by this Agreement except as and only if expressly modified in this Agreement.

### **Section 1 Conflicts with Agreement**

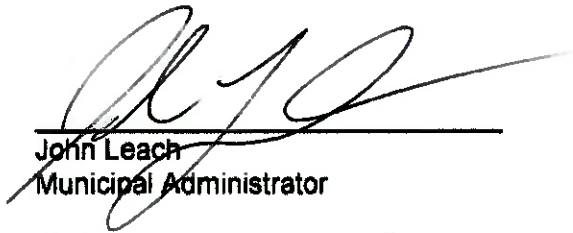
Where a specific provision of the Personnel Policies Handbook addresses or conflicts with a specific Article or Section of this Agreement, the Article or Section of this Agreement shall prevail.

## **Section 2    Notice of Amendments**

- A.    The Employer reserves the right at any time to propose amendments to the Personnel Policies Handbook and to seek approval from the Assembly for such change.
- B.    The Employer shall provide the Union with written notice of any proposed amendments prior to submitting to the Assembly. The Union will be given the opportunity to discuss any such amendments with the HR Director and Municipal Administrator prior to submission to the Assembly. If a mandatory subject of bargaining, the parties agree to meet and negotiate any such amendments before becoming effective.

## **ARTICLE 24 - DURATION**

- A.    The term of this Agreement shall be September 1, 2022, through June 30, 2025, and thereafter from year-to-year if the Agreement is not reopened.
- B.    Either party may open negotiations not later than sixty (60) days before the expiration of this Agreement by giving the other party written notice of the particular Articles in which changes are desired. Such written notice should not be given more than one hundred and eighty (180) days before the expiration of the Agreement. The parties agree the written notice shall be in a letter form and sent to the Municipal Administrator or the Union Executive Director at the Anchorage office in order to be effective.
- C.    The parties agree to discuss the schedule for negotiations at their earliest opportunity but not later than sixty (60) days after receipt of such notice.
- D.    In the event that the termination of this Agreement shall occur during the course of negotiations for a renewal of the agreement, the terms and conditions of this Agreement shall be binding upon the parties until a renewal agreement is negotiated and executed by the parties.
- E.    Nothing herein will preclude the termination, modification, or amendment of this Agreement at any time by written mutual consent of the parties.
- F.    This Agreement shall become effective after ratification by the union membership and approval by the Assembly. Only the Pay Matrix adjustments in Article 8 Section 1 A shall be made effective retroactively to September 1, 2022.



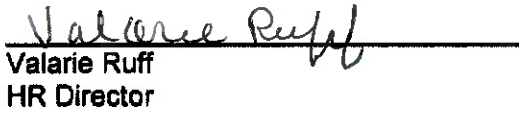
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John Leach  
Municipal Administrator



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Kimberly K. Gearity  
Labor Negotiator



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Valarie Ruff  
HR Director



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Lt. Jean Achee  
Sitka Police Department

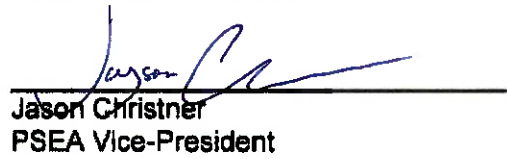
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Charisse Millet  
PSEA Executive Director



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David Nelson  
PSEA Chapter President



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Jason Christner  
PSEA Vice-President



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Tara Smith  
PSEA Bargaining Team Member

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Gary Cranford  
PSEA Bargaining Team Member

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John Leach  
Municipal Administrator

  
Kimberly K. Gearity  
Labor Negotiator

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Valarie Ruff  
HR Director

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Lt. Jean Achee  
Sitka Police Department

  
Charisse Millet  
PSEA Executive Director

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David Nelson  
PSEA Chapter President

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Jason Christner  
PSEA Vice-President

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Tara Smith  
PSEA Bargaining Team Member

  
Gary Cranford  
PSEA Bargaining Team Member

**APPENDIX A**  
**LEAVE ACCRUAL CHART**

<b>Years of Service</b>	<b>Pay Period Accrual Rate for 80 Hour Employee</b>	<b>Pay Period Accrual Rate for 84 Hour Employee</b>	<b>Mandatory Usage for 80 Hour Employee Each Fiscal Year*</b>	<b>Mandatory Usage for 84 Hour Employee Each Fiscal Year*</b>	<b>Total Hours Annually for 80 Hour Employee</b>	<b>Total Hours Annually for 84 Hour Employee</b>
0 -4	7.39 Hours	7.76 Hours	80 Hours	84 Hours	192	201.60
5-8	8.31 Hours	8.73 Hours	120 Hours	126 Hours	216	226.80
9-12	9.24 Hours	9.70 Hours	120 Hours	126 Hours	240	252.00
More than 12 Years	11.08 Hours	11.64 Hours	160 Hours	168 Hours	288	302.40

\*Mandatory leave usage is not required during an Employee’s probationary period (first 12 months of service) as per Article 6, Section 1C. The use it or lose it requirement of mandatory leave usage by June 30 will not apply until after the end of a full fiscal year following the completion of an Employee’s probationary period, which will apply every June 30 thereafter.

**APPENDIX B  
PAY MATRIX**

**EFFECTIVE SEPTEMBER 1, 2022**

		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
	Training	Starting	Plus 2.5%	Plus 2.5%	Plus 2.5%	Plus 2.5%	Plus 2.5%	Plus 2.5%	Plus 1.5% between steps H-O							
Patrol	\$29.50	\$31.90	\$32.70	\$33.52	\$34.36	\$35.22	\$36.10	\$37.00	\$37.93	\$38.50	\$39.08	\$39.67	\$40.27	\$40.87	\$41.48	\$42.10
Sergeant		\$34.00	\$34.85	\$35.72	\$36.61	\$37.53	\$38.47	\$39.43	\$40.42	\$41.03	\$41.65	\$42.27	\$42.90	\$43.54	\$44.19	\$44.85
Jail		\$23.00	\$23.58	\$24.17	\$24.77	\$25.39	\$26.02	\$26.67	\$27.34	\$27.75	\$28.17	\$28.59	\$29.02	\$29.46	\$29.90	\$30.35
Jail Supervisor		\$27.00	\$27.68	\$28.37	\$29.08	\$29.81	\$30.56	\$31.32	\$32.10	\$32.58	\$33.07	\$33.57	\$34.07	\$34.58	\$35.10	\$35.63
Dispatch	\$22.50	\$24.00	\$24.60	\$25.22	\$25.85	\$26.50	\$27.16	\$27.84	\$28.54	\$28.97	\$29.40	\$29.84	\$30.29	\$30.74	\$31.20	\$31.67
Dispatch Supervisor		\$27.00	\$27.68	\$28.37	\$29.08	\$29.81	\$30.56	\$31.32	\$32.10	\$32.58	\$33.07	\$33.57	\$34.07	\$34.58	\$35.10	\$35.63
MSO		\$25.65	\$26.29	\$26.95	\$27.62	\$28.31	\$29.02	\$29.75	\$30.49	\$30.95	\$31.41	\$31.88	\$32.36	\$32.85	\$33.34	\$33.84
Animal Control		\$22.40	\$22.96	\$23.53	\$24.12	\$24.72	\$25.34	\$25.97	\$26.62	\$27.02	\$27.43	\$27.84	\$28.26	\$28.68	\$29.11	\$29.55
IT		\$30.82	\$31.59	\$32.38	\$33.19	\$34.02	\$34.87	\$35.74	\$36.63	\$37.18	\$37.74	\$38.31	\$38.88	\$39.46	\$40.05	\$40.65