AGREEMENT

between the

City and Borough of Sitka, Alaska

and the

Public Safety Employees Association

July 1, 2016 to June 30, 2019

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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 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 - Union Security

It shall be a condition of employment that all Employees covered by this agreement become members of PSEA and maintain Union membership in good standing or shall pay a service fee of not more than Union membership dues. However, Employees whose bona fide religious convictions shall donate an amount equal to membership dues to a charitable organization chosen by PSEA.

Section 2 - Payroll Deductions

A. The Employer shall make all appropriate deductions in each payroll period, including dues from the pay of those members who have presented the Employer with a signed authorization for the

deduction. These deductions shall be delivered to PSEA on a monthly basis not later than five (5) working days after the first payroll during each month.

B. The Employer will not be held liable for deduction errors. If the Employer makes any errors in deductions the sole remedy will be to increase or reduce the amount deducted from the Employee's future deduction until the error has been corrected.

Section 3 - Nondiscrimination

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

Section 4 - Bulletin Boards

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

Section 5 - 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 shall become effective until reduced to writing and signed by PSEA's Executive Director.

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 6 - 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 7 - Union Security Compliance

A. On the written demand of the Union, any member who has been employed for more than 60 days and is not in compliance with Section 1 of this Article shall be separated by the Employer. The Employer must provide written notice to the member 30 days prior to the effective date of separation.

B. 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 8 - 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 9 - 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 10 - 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

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 and the Department in each and every respect as provided in the Employer and Borough's Charter and Ordinance, the Department's Operating Procedures Manual, and any other applicable state or federal law, 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. Therefore, except as specifically abridged, delegated, or modified by this Agreement, all the functions, rights, powers, and authority of the Employer are recognized by the Union as being retained by the Employer.

ARTICLE 6

PERSONAL LEAVE

Section 1 - Personal Leave General

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. 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 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 or more consecutive work days of personal leave due to an illness or injury, the supervisor may require the member to provide a physician's certificate 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.

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 business needs do not allow an Employee to take the required time off and when the leave request is denied in writing by the Chief, or designee, the Employee will retain those hours in their leave account.

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

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 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.

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 Employer and Borough 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," as provided in AS 23.10.550;

C. Eligibility and allocation of leave bank hours will be determined by the Finance Director with the approval of the Administrator;

D. An individual member may not use more than 2080 hours from the bank in a lifetime; and

E. The amount of leave provided to an individual from the leave bank cannot exceed the amount that member would be entitled to under the Family Medical leave Act or the Alaska Family Leave Act.

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, including but not limited to AS 39.20.340 and Federal law, including but not limited to USERRA

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 hour (1) 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 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 and Step Increases

A. Effective July 1, 2016, all Employees covered by this Agreement shall be given a one and one-half percent (1.5%) across-the-board pay increase as reflected in Appendix B. Employees shall also receive a Five Hundred Dollars ($500.00), less applicable taxes, lump sum of not later than the second pay period in July 2016.

B. Effective on the Employee's anniversary date on or after July 1, 2017 but on or before June 30, 2018, all Employees except those at Step O shall be entitled to a step increase as reflected in Appendix B.

C. Effective July 1, 2018, all Employees covered by this Agreement shall be given a one percent (1%) across-the-board pay increase as reflected in Appendix C.

D. When steps are granted under this Agreement, the following shall apply:

1. Employees in Steps A - G (merit steps) shall be entitled to a step increase each year upon their anniversary date upon a satisfactory or better performance evaluation.

2. Employees in Steps H – O (longevity steps) shall be entitled to a step increase every two years on their anniversary date upon a satisfactory or better performance evaluation.

3. Once an Employee reaches Step O, the Employee will only be eligible to receive across-the-board cost-of-living adjustments to the pay matrix, if any.

Section 2 - Wage Rate for New Employees

A. New Employees shall be placed at Step A of the pay matrix, except as provided in paragraphs B and C below.

B. New Police Officers, who are hired from another jurisdiction with prior work experience and upon proof of an APSC certification or eligible for certification by the APSC, may be hired at a pay rate above Step A but not any higher than Step C. 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. Other newly hired Department Employees may be place 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 they will fill with the Employer that justify the higher pay rate. The pay rate shall be disclosed in the offer letter to the new Employee.

Section 3 - Overtime

A. 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 working 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. 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.

D. All work performed on the seventh day which follows five (5) days of work of at least eight (8) hours and one (1) day of at least four (4) hours of work shall be paid at double the straight time rate.

Section 4 - 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-hours (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 5 - 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 6 - 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 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 7 - Field Training Officer and Communications Training Officer

An Employee assigned to conduct FTO or CTO training shall receive Two Dollars ($2.00) per hour more than the Employee's regular rate of pay for all hours performing FTO and CTO duties.

Section 8 - Officer-In-Charge and Dispatcher-In-Charge Pay

An Employee assigned 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 9 - Shift Differential

A. Any Employee assigned to work a swing shift shall be paid two and one-half percent (2.5%) or one step more for all hours worked on the swing shift

B. Any Employee assigned to work a night shift shall be paid five percent (5%) or two steps more for all hours worked on the night shift.

Section 10 - Detective Premium Pay

A police officer assigned to work investigations and designated as a detective shall be paid five percent (5%) or two steps more for all hours worked as a detective.

Section 11 - Prisoner Transport

A. At the start of every calendar year, but not later than February 1, the Employer shall establish a list of interested and qualified Employees who would like to transport prisoners. The Department shall set up the list by Department Seniority and selection for prisoner transport assignments shall be by rotation.

B. In an emergency situation, the parties agree and understand that it may be necessary to call Employees out of the normal rotation.

C. Nothing in this Section precludes Employees outside the bargaining unit from conducting prisoner transports.

Section 12 – 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 pay check.

ARTICLE 9

UNIFORMS, PROPERTY, AND EQUIPMENT

Section 1 - Providing Uniforms and Uniform Items

The Employer shall furnish any additional uniform items negotiated into this Article within 90 days of the signing of this agreement unless another date is herein specified. The Employer shall further furnish these items to new members within 90 days of their date of appointment unless another date is herein specified.

Section 2 - Uniforms and Uniform Items

A. The Employer shall provide the following uniform items:

ITEM	Police Officers	Dispatch Members	Correction Officers	Traffic/Community Service Officers/Animal Control
Shirts, Long Sleeve	3	4	3	3
Shirts, Short Sleeve	3	4	3	3
Trousers	3		3	3
Cap, Baseball Style	1		1	1
Utility Jacket	1		1	1
Coveralls	1			1
Sam Browne Belt	1		1	1
Belt, Uniform	1		1	1
Holster*	1*			
Magazine Holder*	2*			
Handcuffs	1		1	
Cuff Case	1		1	
Cuff Keys	2		2	
Baton with Holder	1			
Badge, Breast	1			
Holder, Badge	1			
ID Card	1	1	1	1
Name Tag	2			2
Citation Holder	1			1
Capstun Holder	1		1	1

*Holster and magazine holders will be replaced at the discretion of the Police Chief.

B. Upon their initial assignment, police officers assigned to Investigations shall receive a payment up to five hundred dollars ($500.00) and after six months another Five Hundred Dollars ($500.00) not to exceed a total of One Thousand Dollars ($1000.00) in a twelve month period to cover the cost of plainclothes purchases. In subsequent years and if still assigned to investigations, the police officer shall receive Six Hundred Dollars ($600.00) on the anniversary date of the initial assignment. In order to receive the subsequent year's installment, the police officer must submit a receipt to the Chief or designee for approval.

Section 3 - 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 4 - 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 5 - 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 6 -- Equipment and Other Work-Related Necessities Allowance

The Employer shall provide an allowance for equipment and other work-related necessities on January 1 of each calendar year of this Agreement. In order to receive this allowance, the Employee must submit a receipt to demonstrate the purchase was for equipment or other work-related necessities. Employee will be reimbursed for such expenses up to $150.00 for non-sworn positions and $300.00 for sworn positions. The amount will be paid to the Employee without deductions for taxes.

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.

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

TRAVEL REIMBURSEMENT

Section 1 - Travel Reimbursement

The parties agree that occasions may arise where Employees are required to travel for the business purposes of Employer. Whenever possible, the Department shall provide the Employee with a Employer credit card and pre-pay expenses, therefore it shall not be the normal practice for Employees to use personal funds while traveling. If circumstances require an Employee use personal funds to cover any valid business-related travel expenses, the Employee shall be reimbursed for such expenses within twenty-one (21) days after submission of all receipts.

Section 2 - Lodging Reimbursement

While traveling on official business and away from home or designated posts of duty an Employee will be reimbursed for the actual cost of lodging which is reasonable and necessary.

Section 3 – Meal Reimbursement

Employees will receive a per diem rate of $61.00 for meals and incidentals, distributed as follows:

Midnight to 10:00 am	Breakfast	$10.00
10:00 am to 3:00 pm	Lunch	$19.00
3:00 pm to Midnight	Dinner	$32.00
	Total	$61.00

To be eligible, an Employee must be in travel status during a meal allowance period for three consecutive hours. The first day and last day of travel will be prorated as shown above. Same-day travel will be prorated only if travel is more than 10 hours.

Section 4 – Transportation Expenses

A. Rental car expenses, cab fare, parking fees, and other transportation costs will be reimbursed on an actual cost incurred basis when use of a rental car is authorized in an Employee's travel request.

B. Reimbursement for a rental car will not exceed the lowest rate for an economy class rental unless approved by the Chief.

C. Employees required to rent a vehicle in the performance of their official duties for the Employer shall be covered by the Employer's insurance.

Section 5 - Receipts Required

Except for meals, receipts will be required for reimbursement of costs incurred while traveling.

Section 6 - Per Diem Advances

Prior to traveling on official business, an Employee will be entitled to obtain an advance of per diem so long as Finance has received a copy of the travel authorization form signed by the Department Head and the Employer Administrator ten (10) calendar days before departure

Section 7 - Use of Private Vehicles

Employees shall not normally be required to use his or her personal vehicle for the Employer's business. If a situation arises where an Employee must use his or her personal vehicle, the Employee shall be reimbursed at the IRS mileage rate in effect on the date of use.

Section 8 - Credit Cards

A. The Employer shall provide a minimum of four (4) credit cards for individual use when Employees are traveling for prisoner transport, evidence, and administrative purposes within (60) days of the approval of this Agreement by the Assembly. The rules regarding and procedures for using credit cards issued in individuals names shall be solely determined by the Employer.

B. Employees may not use Employer credit cards for personal charges at any time. Use of a Employer credit card for personal use may result in disciplinary action, up to and including dismissal.

ARTICLE 13

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 work place.

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.

Section 3 - Refusal to Work: Unsafe Conditions

It shall not be grounds for discipline if an Employee refuses to work under conditions posing an immediate danger of death or serious bodily injury.

Section 4 - Unique Nature of Law Enforcement Work Recognized

The parties recognize the nature of law enforcement and demands placed upon public safety Employees may require an Employee to act according to Department protocols and incur necessary exposure to unsafe situations not demanded of other Employer Employees.

Section 5 – 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.

Section 6 – Safety Meetings

The Employer agrees to hold regular safety meetings with all staff.

ARTICLE 14

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 15

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 or grievants:
2. the date of the alleged action or omission which lead to the grievance:
3. a statement of the facts know 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 or grievants.

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 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, a 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

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

B. 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.

C. 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.

D. 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.

E. 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 his 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 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 16

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") using the Labor Management Committee process set forth in Article 20. If either party desires changes to the AI manual, they must provide the proposed changes in writing at the same time the Labor Management Committee request is made. Decisions regarding the final content of the AI manual will be determined by the Chief after the Labor Management Committee_meeting.

ARTICLE 17

PROBATIONARY PERIODS AND PERFORMANCE EVALUATIONS

Section 1 - Probationary Periods

A. Every new regular Employee shall serve either a six-month (for non-sworn positions) or a twelve-month (for sworn positions) probationary period depending on their job classification, during which time the Employee may be terminated at the sole discretion of the Employer without right of appeal.

B. 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.

C. 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. An Employee shall be evaluated within thirty (30) days of the Employee's anniversary date of employment in the job classification.

B. Uniform standards of performance as determined by the Chief shall be applied to each Employee in a job classification.

C. The purpose of a performance evaluation is to assess the ability of an Employee to effectively perform his job duties.

D. 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.

E. An Employee denied a merit increase due to an unacceptable performance evaluation shall be re-evaluated within six months after the Employee's anniversary date. If the Employee has improved and obtained an acceptable rating, the Employee shall be entitled to a merit increase from the six-month anniversary date forward.

F. An unacceptable performance evaluation shall not affect a member's anniversary date for purposes of future evaluations or any other benefits.

ARTICLE 18

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 - 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 work day 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 weeks full pay and benefits and allowed to leave employment immediately.

Section 3 - 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 4 - 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 19

SENIORITY, LAYOFF, AND RECALL

Section 1 - Seniority Defined

A. There are two 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 and Records Supervisor	Dispatcher and Records Clerk
Multi-Service Officer	Animal Control Officer
Police Technician	Jail/Corrections Officer
IT Specialist	Jail Officer II

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

Job Series I	Job Series II
Sergeant	Dispatch and Records Supervisor
Police Officer	Dispatch and Records Clerk

Job Series III
Jail Officer II
Jail/Corrections

D. If two 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 years.

Section 4 - Retention of Seniority

An Employee promoted or assigned to a position outside the job classifications represented by the Union but who remains within the police 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 one-year absence. If the Employee retains the position outside of the bargaining unit for more than one year, the Employee's seniority for purposes of this article shall terminate.

Section 5 - Layoff/Recall

A. General Provisions

1. The Chief of Police, upon approval of the Employer 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 Department director 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 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 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 20

LABOR MANAGEMENT COMMITTEE

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. The parties further agree that either part may request in writing that the parties meet within fifteen (15) working days after the date of delivery of the request. The written request will specify the matter to be discussed, the anticipated time required for the meeting, and who will participate in the process. The parties recognize that the success of the Employer in conducting the affairs of government and the job security of the Employees and effective administration of this Agreement depends on mutual cooperation and effective communication among all parties.

ARTICLE 21

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 Day	Third Monday in January
Presidents Day	Third Monday in February
Seward's Day	Last Monday in March
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Alaska Day	October 18
Veteran's 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.

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 the holiday or designated holiday.

B. Work performed on a holiday or designated holiday 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 all hours worked up to twelve (12) hours and double time (2x) for all hours worked in excess of the Employee's schedule shift. No additional time off or pay will be granted for a holiday worked.

C. If working on a holiday results in an Employee working on either end of the holiday time period, an Employee shall be paid one holiday premium provided in paragraph B above for the first shift that falls within that holiday.

ARTICLE 22

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 discussion 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 and Borough of Sitka 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 Employer and Borough of Sitka ordinance, 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 23

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 24

PERSONNEL POLICIES

Section 1 - Personnel Policies Handbook

A. The Employer's Personnel Policies Handbook as adopted by Ordinance does not apply to any Employee covered by this Agreement unless specifically referenced otherwise in this Agreement or as listed below.

B. In the event a change is proposed by the Employer to a Personnel Policy specifically noted by Section or Attachment below or elsewhere in this Agreement, a copy of that change will be provided to the Union when they are submitted to the Assembly. The Employer and the Union shall meet to negotiate the applicability of the changed policy to the Employees covered by this Agreement.

Section 2 - Nepotism

No Employee may be employed in a position supervised by another family member. If an Employee and their supervisor should marry, the Employer shall elect which Employee may continue with the Department and which Employee shall terminate or transfer, if other positions are available. Family members for purposes of this paragraph, shall include spouse, father, mother, brother, sister, child and the same relationship by in-law.

Section 3 - Personal Business

An Employee is expected to conduct personal business outside the Employee's work hours. Personal calls during the Employee's work hours are discouraged. Breaks, meal periods, and leave are available for an Employee to use for personal business.

Section 4 - Anti-Harassment Policy

All Employees covered by this Agreement shall be expected to comply with the Employer's Sexual Harassment and Anti-Harassment Policy found in Attachment D of the Personnel Policies Handbook.

Section 5 - Email and Internet Policy

All Employees covered by this Agreement shall be expected to comply with the Employer's E-Mail and Internet Policy found in Attachment E of the Personnel Policies Handbook.

Section 6 - Drug and Alcohol Policy

All Employees covered by this Agreement shall be expected to comply with the Employer's Drug and Alcohol Policy found in Section 24 of the Personnel Policies Handbook.

Section 7 - Other Employment

Occupations or outside activity, which are incompatible with employment with the Employer or adversely affects the performance of the Employee's job duties with the Employer are prohibited.

Section 8 - Gifts and Gratuities

An Employee shall not accept a gift, gratuity, consideration or extraordinary favor from any person doing business, or likely to do business with the Employer and shall immediately report to their Department Head any offer, promise or suggestion that such a give be made. This prohibition does not apply to the giving of ceremonial gifts of nominal value or gives received from an Employee's family or ordinary circle of friend when not offered for an actual or perceived corrupt purpose.

Section 9 - Occupational Injury

The Personnel Policies Handbook Section 18, Occupational Injury, shall apply to the Employees covered by this Agreement.

ARTICLE 25

DURATION

This Agreement shall become effective on July 1, 2016 and shall continue in effect until June 30, 2019 and thereafter from year to year, provided, however that either party may give the other party written notice of its desire to effect changes to the Agreement. Such written notice shall specify the particular Articles in which changes are desired, and shall be served upon the other party not more than one hundred and eighty (180) days and not less than one hundred twenty (120) days prior to the end of the initial period of the Agreement or any annual extension thereof. The parties agree to meet to schedule negotiations within thirty (30) days after receipt of such notice. Nothing herein will preclude the termination, modifications or amendment of this Agreement at any time by written mutual consent of the parties.

This Agreement is entered into on this _____day of _____, 2016.

_____
Mark Gorman
Municipal Administrator

_____
Jake Metcalfe
PSEA Executive Director
Chief Spokesperson

_____
Kimberly K. Geariety
Chief Spokesperson

_____
David Johnson
Chapter President

_____
Mark Danielson
HR Director

_____
Dave Nelson
Chapter Vice-President

_____
Jackie Ojala
Secretary

_____
Judy Puckett
Negotiating Team Member

APPENDIX A

LEAVE ACCRUAL CHART

Years of Service	Pay Period Accrual Rate for 80 Hour Employee	Pay Period Accrual Rate for 84 Hour Employee	Mandatory Usage for 80 Hour Employee Each Fiscal Year	Mandatory Usage for 84 Hour Employee Each Fiscal Year	Total Hours Annually for 80 Hour Employee	Total Hours Annually for 84 Hour Employee
Year One	5.54 Hours	5.82 Hours	0 Hours	0 Hours	144	151.20
2-4	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

APPENDIX B

PAY MATRIX AS OF JULY 1, 2016

APPENDIX B PAY MATRIX AS OF JULY 1, 2016															
Grade	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**
Animal Control	$19.78	$20.28	$20.78	$21.30	$21.83	$22.38	$22.95	$23.42	$23.88	$24.35	$24.84	$25.33	$25.84	$26.36	$26.89
D&R Clerk/Jail Officer	$19.78	$20.28	$20.78	$21.30	$21.83	$22.38	$22.95	$23.42	$23.88	$24.35	$24.84	$25.33	$25.84	$26.36	$26.89
Multi-Service	$23.08	$23.66	$24.25	$24.85	$25.48	$26.12	$26.78	$27.30	$27.85	$28.41	$28.98	$29.56	$30.15	$30.75	$31.36
D&R Supv./Jail Officer II	$24.07	$24.66	$25.28	$25.91	$26.56	$27.22	$27.90	$28.47	$29.04	$29.62	$30.21	$30.82	$31.42	$32.05	$32.69
Police Officer	$27.11	$27.78	$28.48	$29.18	$29.92	$30.66	$31.43	$32.06	$32.70	$33.36	$34.02	$34.70	$35.39	$36.10	$36.82
IT Specialist	$27.84	$28.55	$29.26	$29.98	$30.73	$31.51	$32.30	$32.96	$33.61	$34.28	$34.96	$35.66	$36.37	$37.10	$37.84
Police Sergeant	$29.07	$29.80	$30.55	$31.31	$32.09	$32.91	$33.73	$34.40	$35.09	$35.79	$36.50	$37.23	$37.97	$38.73	$39.50

APPENDIX C

PAY MATRIX AS OF JULY 1, 2018

APPENDIX C PAY MATRIX AS OF JULY 1, 2018															
Grade	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**
Animal Control	$19.98	$20.48	$20.99	$21.51	$22.05	$22.60	$23.18	$23.65	$24.12	$24.59	$25.09	$25.58	$26.10	$26.62	$27.16
D&R Clerk/Jail Officer	$19.98	$20.48	$20.99	$21.51	$22.05	$22.60	$23.18	$23.65	$24.12	$24.59	$25.09	$25.58	$26.10	$26.62	$27.16
Multi-Service	$23.31	$23.90	$24.49	$25.10	$25.73	$26.38	$27.05	$27.57	$28.13	$28.69	$29.27	$29.86	$30.45	$31.06	$31.67
D&R Supv./Jail Officer II	$24.31	$24.91	$25.53	$26.17	$26.83	$27.49	$28.18	$28.75	$29.33	$29.92	$30.51	$31.13	$31.73	$32.37	$33.02
Police Officer	$27.38	$28.06	$28.76	$29.47	$30.22	$30.97	$31.74	$32.38	$33.03	$33.69	$34.36	$35.05	$35.74	$36.46	$37.19
IT Specialist	$28.12	$28.84	$29.55	$30.28	$31.04	$31.83	$32.62	$33.29	$33.95	$34.62	$35.31	$36.02	$36.73	$37.47	$38.22
Police Sergeant	$29.36	$30.10	$30.86	$31.62	$32.41	$33.24	$34.07	$34.74	$35.44	$36.15	$36.87	$37.60	$38.35	$39.12	$39.90

This Agreement is entered into on this 25TH day of July, 2016

Mark Gorman
Municipal Administrator

Jake Metcalfe
PSEA Executive Director
Chief Spokesperson

Kimberly K Gearity
Chief Spokesperson

David Johnson
Chapter President

Mark Danielson
HR Director

Dave Nelson
Chapter Vice-President

Jackie Ojala
Secretary

Judy Puckett
Negotiating Team Member